

## **Attachment A**

Staff's Response to Appellants' Grounds of Appeal  
and  
Appellants' Appeal Packets

## **GROUND OF APPEAL:**

The following outlines the basis of the Appeals as contained in Appellants' Appeals (with bracketed grounds corresponding to below responses) dated March 5, 2020 (See **Attachment A**). For convenience, Staff has provided a summary below, but recommends the Board review the actual Appeals for details. Documents referenced herein are available and can be accessed at: <https://www.pbcs.cloud/index.php/s/Xi5EZeYDNWcTjxe>

### **PART 1- Atlas and Rowe Appeal:**

**Appeal Ground No. 1:** Appellant Atlas and Rowe asserts that the County does not have the legal authority to approve the proposed one-way bridge because the bridge lacks turnouts at both ends. Appellant argues in its letter of July 31, 2020 (**Attachment E**) that “[a] turnout must be at least 12 feet wide and 30 feet long with a minimum 25-foot taper on each end (SRA Regs. § 1273.06)” and that the bridge does not have turnouts at both ends but what are being referred to as “pullouts.” Neither local road standards nor state fire regulations provide for “pull outs” and therefore according to Appellant the Project’s bridge proposal violates applicable law.

### **Staff Response:**

Appellant disregards the evidence in the record that the pullouts, which are more correctly and technically called turnouts, do in fact meet legal requirements.

The County Fire Marshal and the Engineering Division are the County departments and division charged with reviewing projects for compliance with the fire safe regulations in the RSS. County Fire and the Engineering Division duly considered the requirement for turnouts on either end of the proposed bridge, conducted at least four site visits, reviewed the design plans, and found that an exception could be granted. Per Section 15 of the RSS, a bridge with only one traffic lane may be authorized by the County provided the bridge has unobstructed visibility from one end to the other and turnouts at both ends. (2017 RSS, Section 15 at page 13.) Based on the plan and profile prepared by Applicant’s licensed engineer RSA+, the design demonstrated, and County Fire and the Engineering Division reviewed and confirmed, that unobstructed visibility will be provided and the two-way traffic will be accommodated at both ends of the one-lane bridge. (RSS Exception Request -**Attachment K**). Furthermore, as shown on the design plans, two-way traffic can be accommodated on each end of the bridge by providing a Type A driveway section (16-foot paved width with two feet of driveable shoulders on either side) at the preceding side of the bridge and a commercial two-lane road at the ensuing end of the bridge. While RSA+ may have referred to the area as a “pullout”, County Engineering staff have consistently used the technically correct term “turnout” and confirmed that regardless of what it is labeled, the area in question meets all legal requirements.

The turnouts and RSS exceptions were also addressed by PBES Engineering Manager Patrick Ryan at the October 2018 and February 2020 Planning Commission hearings. In October 2018, Commissioner Scott specifically questioned the adequacy of the proposed turnouts and Mr. Ryan responded that Staff were satisfied with Applicant’s bridge design because it proposed turnouts

on either end of the bridge that would be intervisible with some vegetation management. (Certified Planning Commission Hearing Transcript, October 3, 2018, page 85: 16-21.) Mr. Ryan also stated that the Rowe easement does not preclude emergency vehicles from using the existing driveway. It is indisputable that in the event of an emergency and to protect life and property, first responders may access an emergency through whatever means necessary.

At the February 5, 2020, Commission hearing, Mr. Ryan again opined on the turnouts and stated that upstream of the bridge can accommodate two-way traffic based on the design by RSA+. Staff classified that as a “turnout” because it can accommodate two-way traffic and just after the bridge it again widens back out into a two-lane road. Mr. Ryan testified that Staff evaluated the upstream and downstream approaches as part of the exception process and concluded that two-way traffic could be accommodated and therefore an exception could be granted. (Certified Planning Commission Hearing Transcript, February 5, 2020, page 12: 4-18.)

**Appeal Ground No. 2:** Appellant Atlas and Rowe asserts that the County may not grant an exception to the turnout requirement for the one-way bridge because the winery never requested one. In its July 31, 2020 supplemental letter, Appellant states “the Winery’s application did not request a turnout exception; the Engineering Division did not recommend one; and the staff report makes no mention of the issue.” (See **Attachment E**.) Appellant asserts County inappropriately granted an exception that Applicant did not request and that County did not have authority to allow for an exception to the turnout requirements even if one had been requested.

**Staff Response:**

Appellant is wrong. The Applicant did request an exception and Appellant actually cites to it in their argument regarding the adequacy of the “pull-outs” on page 4 of their July 31 submittal. The request for an exception for this segment of roadway was evaluated under Applicant’s RSS Exception Request at pages 5-6. Also see Attachment G of the October 3, 2018 Planning Commission Report, and Response to Appeal Ground No. 1 and No. 3 (incorporated herein by reference).

Appellant then proceeds to an analysis of the State Responsibility Area (SRA) Fire Safe Regulations (14 CCR Section 1270 et seq.) in a superficial attempt to show that turnouts are ineligible for an exception. Appellant reaches this conclusion by overly emphasizing the Regulation’s use of the word “shall” at Section 1273.07(d). Title 14 CCR Section 1273.07 describes the standards for road and driveway structures and subsection (d) specifically addresses single-lane bridges stating “[a] bridge with only one traffic lane may be authorized by the local jurisdiction; however, it shall provide for unobstructed visibility from one end to the other and turnouts at both ends (emphasis added).” This is the standard for a single-lane bridge and 14 CCR Section 1270.06 specifically states that “Upon request by the applicant, exceptions to standards within this subchapter or to local jurisdiction certified ordinances may be allowed... where the exceptions provide the same practical effect as these regulations towards providing defensible space.” Therefore, exceptions are allowed to any standard within the “subchapter” (the Fire Safe Regulations), including the standards for a single-lane bridge, “where the exceptions provide the same practical effect as these regulations towards providing defensible

space.”

The County acted within its authority when the Commission approved the exception to the turnout requirements. As stated above, Section 15 of the 2017 RSS requires that “...*the bridge shall have unobstructed visibility from one end to the other and turnouts at both ends.*” The design plans prepared by RSA demonstrate:

1. Unobstructed horizontal and vertical visibility from one end of the bridge to the other; and
2. Approximately 140 feet from the bridge entrance, Applicant proposes 50 linear feet of Type A Driveway. A Type A Driveway improves the existing access confined by the property lines to the maximum extent practical to provide approximately 18 feet of travel lanes. Per RSA+’s Anthem Winery Type 1 Engine and Delivery Truck Passing Exhibit (attached below), demonstrates the access drive could accommodate passage of two large vehicles, which is the objective of turnouts, thus meeting the requirement of having a “turnout” on the approaching side of the one-lane bridge. This reduction in roadway width was requested under RSA+’s Request for Exception letter dated January 12, 2018, and can be found on page 5 Station 76+00 to 78+50.

Following the bridge, the proposed access widens immediately into two lanes (approx. 26’), thus the need for a turnout following the bridge is not necessary nor required.

**Appeal Ground No. 3:** Appellant Atlas and Rowe assert that the evidence does not support the Planning Commission’s finding that the use as a turnout of the upper easement, which is 15 feet wide and located 120 feet from the bridge, will provide the same level of public safety as a bridge with fully compliant turnouts at both ends.

**Staff Response:**

Appellant is mistaken. None of the RSS exception findings rely on the use of the upper easement. The requested exception for a reduced roadway width meets the required finding of legal and environmental constraints because of an existing easement (Rowe) and natural water course constraints, respectively. The inclusion of the Type A driveway for part of the road provides approximately 18 feet of travel lane to accommodate a Type 1 fire apparatus and delivery truck before narrowing to a single lane for approximately 120 feet before entering the proposed single-lane bridge. Following the bridge, the roadway transitions to 22 feet plus four feet of additional widening through the horizontal curve. Per the RSS, a bridge with only one traffic lane may be authorized provided the bridge has unobstructed visibility from one end to the other and turnouts at both ends. Based on the provided plan and profile (See **Attachment K**, RSS Exception Request), the design engineer has demonstrated that unobstructed visibility is provided and the two-way traffic is accommodated at both ends of the one-lane bridge. The RSA+ plan and profile was reviewed by County Fire and Engineering Division staff who confirmed that the one-lane bridge design will provide the same level of public safety as a bridge with fully compliant turnouts at both ends.

Also see Staff Response to Appeal Ground No. 1 and No. 2 incorporated herein by reference.

**Appeal Ground No. 4:** Appellant Atlas and Rowe asserts that the County may not condition the grant of RSS exceptions on a use that violates the scope of the upper and lower easements.

**Staff Response:**

Appellant is again mistaken. The RSS exceptions do not rely on use of the Rowe easements. Staff has demonstrated that the RSS Exception Request for the turnout at the upper easement and standard gate width at the lower easement do not violate the scope of the upper and lower easements located on the Lands of Rowe. The exception at the lower easement has been properly conditioned to require a conforming gate width of 22 feet, as detailed in the County's January 21, 2020 Response to Comments prepared by Patrick Ryan (Attachment G of the February 5, 2020 Planning Commission Staff Report).

The application was deemed complete and conditioned in a manner to reiterate provisions required to establish an access drive that meets the same overall practical effect of the Standards specific to this project. The inclusion of qualifying language (i.e. requirements) related to standard gate width in the conditions is uncommon but was considered necessary in order to specifically outline all requirements set by the Engineering Division and Fire Marshal's office to provide the same overall practical effect during building/grading permit review of the gate. If easement language restricts improvements in the form of the entry gate width meeting the minimum 22-foot width requirement, Napa County would not be able to support the design and a building/grading permit for the gate would not be issued until the minimum width of the condition can be met.

Furthermore, at the February 5, 2020 Planning Commission hearing, Project Planner Donald Barrella reiterated that the easements located on the Lands of Rowe are not included in the RSS Exception Request ... "in short, the proposed Road and Street Standards Exceptions don't utilize any of these easements that are on the Rowe property." (Certified Planning Commission Hearing Transcript, February 5, 2020, page 11: 24-26.)

Also see Staff Response to Appeal Ground No. 9 incorporated herein by reference.

**Appeal Ground No. 5:** Appellant Atlas and Rowe asserts that the Planning Commission's failure to evaluate the existing Redwood Road entrance, which is already permitted for a 30,000-gallon winery, was inappropriate and undermines the finding that RSS exceptions are necessary due to physical or legal constraints on the winery's property.

**Staff Response:**

The Planning Commission was not required to evaluate an alternative entrance because Applicant did not (nor was required to) provide an alternative design option to utilize the Redwood Road access drive for the proposed winery. Absent an inconsistency with the General Plan or to avoid a potentially significant environmental impact, it is the County's routine practice to evaluate projects based on the Applicant's proposal as submitted rather than to evaluate a

project based on all the various design alternatives that could exist. Appellant seems to agree that Staff should not engage in exploratory design work on Applicant's behalf, noting that "[t]he burden is, and should remain, on the applicant to say exactly what it wants, *and that request should define the limits of the County's decision.*" (emphasis added.) (See **Attachment E.**)

The record before the Commission included information regarding the difficulty of using the Redwood Road access. As explained in Engineering's June 14, 2018 *Road Exception Evaluation Memo* (**Attachment L**), the existing access drive off Redwood Road is constrained by a 9.80-foot road easement, a single lane bridge, and surrounding steep terrain and dense forest. Based on those constraints, improving the access to meet the minimum commercial access design standards from Redwood Road to the proposed winery would be difficult and possibly infeasible.

Instead, access for the Project would be taken from Dry Creek Road as indicated in the Project description of the Project's Initial Study and Mitigated Negative Declaration (MND) (**Attachment M**). Furthermore, the MND indicated that the Applicant had also provided plans to utilize the easement located on the Lands of Rowe for winery access (referred to as *Anthem Winery Driveway Entry Option 1*, RSA+, January 2018); however, Rowe has not agreed to modify the easement to allow non-residential or winery use. Because of the infeasibility of this access option due to easement constraints, the MND focused its evaluation on access from Dry Creek Road (referred to as *Anthem Winery Driveway Entry Option 2*). (See Attachment D of the October 2018 Planning Commission Staff Report, and October 2018 and February 2020 Planning Commission Staff Reports.)

**Appeal Ground No. 6:** Appellant Atlas and Rowe asserts that approval of the winery's request for an unprecedented number of RSS exceptions unnecessarily compromises public safety and sets undesirable precedent for years to come.

**Staff Response:**

Appellant is incorrect. Exceptions are made on a case-by-case basis only and are entirely dependent on the unique circumstances of each individual property. The RSS provide well-defined provisions that must be met for Staff to support an exception to one or more of the provisions of the RSS. Exceptions are only allowed where the exception provides the "same overall practical effect" as the RSS and the SRA Fire Safe Regulations toward providing defensible space.

The Anthem Winery RSS exception is unique to the constraints of this site, including but not limited to: grade differential, adjacent slopes, easement restrictions and property boundaries between the existing access drive and adjoining parcels which cause physical and nonphysical site limitations that preclude the Project from improving the existing access to the prescribed design standards. The proposed components necessary to demonstrate "same overall practical effect" as the RSS are distinct to this Project and therefore do not set precedent. Anthem Winery has adequately demonstrated that the alternative design is capable of applying accepted wildland fire suppression strategies and tactics, and includes provisions for civilian and fire fighter safety, and provides the same overall practical effect as the RSS and, as conditioned, meets the SRA

Fire Safe Regulations. (See Attachment G of the February 5, 2020 Planning Commission Staff Report and **Attachment L.**)

Furthermore, Mr. Ryan reiterated at the October 3, 2018 Planning Commission hearing that the Applicant's team adequately addressed concerns raised by the Engineering Division and Fire Marshal by developing an emergency ingress and egress plan to safely evacuate members of the public while causing no delay in response time by first responders. (Certified Planning Commission Hearing Transcript, October 3, 2018, page 84:11-23.)

Also see Staff Response to Appeal Ground Nos. 4, 7, 15 and 16 incorporated herein by reference.

**Appeal Ground No. 7:** Appellant Atlas and Rowe asserts that the facts do not support the finding that the road as approved provides the same level of safety as a road that is in full compliance with the RSS.

**Staff Response:** See Staff Response to Appeal Ground Nos. 4, 6, 15, and 16 incorporated herein by reference.

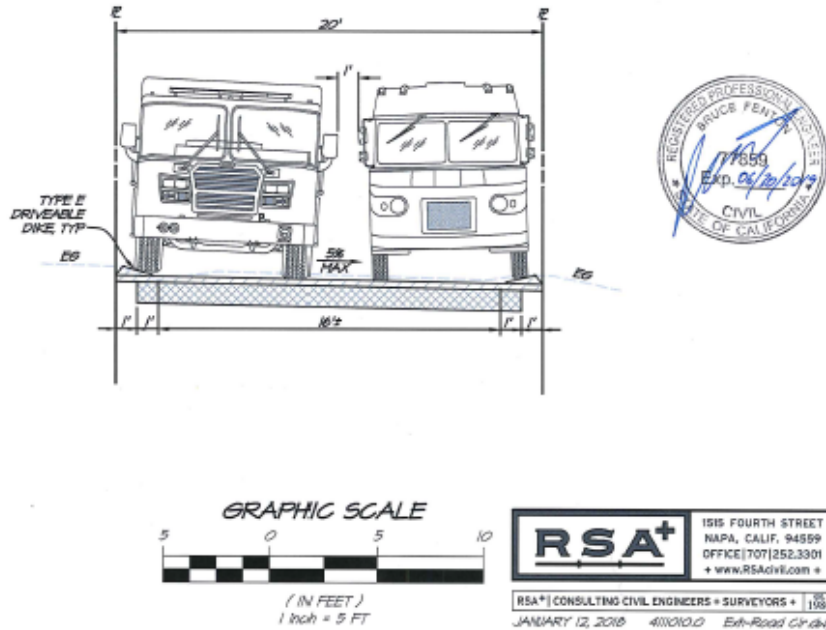
**Appeal Ground No. 8** Appellant Atlas and Rowe asserts that approval of the road width exceptions is improperly conditioned on evidence, which is not in the record, that the proposed turnouts will accommodate the passage of fire apparatus and the winery's largest vehicles.

**Staff Response:**

Appellant is incorrect. The Engineering Division's January 21, 2020 Memo specifically states beginning on page two that:

The proposed access off Dry Creek Road sufficiently supports emergency Wildland Fire equipment by providing an all weathered asphalt surface capable of supporting vehicular loads of 75,000 pounds. Line of sight is maintained for ingressing and egressing vehicles through the flagpole section of the roadway...Typical driveway section A (Type A) of the civil driveway plans provides approximately eighteen (18) feet of travel way to accommodate the passage of two large vehicles including a Type 1 Engine and delivery truck as illustrated below and in RSA+'s "Anthem Winery Type 1 and Delivery Truck passing on Type A Driveway" Exhibit, dated January 12, 2018 (emphasis added). (Included in Attachment G of the October 3, 2018 Planning Commission Staff Report) and the County's January 21, 2020 *Response to Comments* Memo (Attachment G of the February 5, 2020 Planning Commission Staff Report).

# **ANTHEM WINERY TYPE 1 ENGINE AND DELIVERY TRUCK PASSING ON TYPE A DRIVEWAY**



Also see Staff Response to Appeal Ground Nos. 6, 15, 16, and 17 incorporated herein by reference.

**Appeal Ground No. 9:** Appellant Atlas and Rowe asserts that granting an exception to the required entry gate width is improper because it depends on the use of an easement which no longer exists. In its July 31 letter, Appellant argues that: First, the easement designated as a turnout does not extend to both sides of the gate; it is on the southeast side only (Driveway Plans Option 2, June 5, 2018, Sheet 1A). Second, the easement does not provide an additional 22 feet of space; Staff is looking at the easement before it was amended in 1996. The current easement, as amended, is no more than 2 to 4 feet wide. Third, the easement cannot serve as a turnout for winery traffic, because its scope is limited to residential use.

## **Staff Response:**

Appellant is mistaken on all three points. The issue raised by Appellant concerns an exception to the required gate width from the standard of 22 feet down to 17 feet. The gate width exception is requested to accommodate the legal constraints of the 20-foot wide right-of-way and physical site limitations of the existing grade differential of the adjacent properties. Pursuant to the Engineering Division's June 14, 2018, Road Exception Evaluation Memo at page 5 (included in Attachment B of the October 2018 and February 2020 Planning Commission staff Reports),



the request for a reduction in the required gate horizontal clearance at Station 61+46 to accommodate the legal constraint of the 20 foot wide right of way and physical site limitations of the existing grade differential of the adjacent properties may be supported by [Engineering], provided the proposed gate and its location does not obstruct the proposed 22 foot wide turnout for residential and emergency vehicles, extending into the adjacent driveway easement from Station 61+16 to 62+25, meets the minimum setbacks of the Napa County Road and Street Standards, meets the required angle of approach and departure for emergency apparatus, and has the required means of emergency operations.

Additionally, as indicated in the Engineering Division's January 21, 2020 Memo, in the event easement language restricts improvements being made to the roadway and/or to the proposed gate location, and the minimum gate width cannot be met, the County would not be able to support the design and a building permit would not be issued until the qualifying language of the condition can be met.

Appellant then raises issues regarding easement scope and size at the driveway gate. Staff acknowledges the easement designated as a turnout does not extend to both sides of the gate. RSA+'s plans clearly delineate the easement from the property line to the boundary of the 1995 easement. Next, the exception request and supporting evaluation did not evaluate the access through this area as being 22' wide. The Engineering Division supported a 17.7' wide driveway approach through this section. (See Road Exception Request Station 61+16 to 62+25 and Detail X2 Sheet 1A). Finally, regarding residential use limitations on the lower Rowe driveway easement, per Applicant's request, the 22' includes the 17.7' travel lane along the Anthem flag lot plus the 2-4 feet of easement (19.7' to 21.7' of total width). Additionally, the request clearly states that the turnout is only for residential and emergency use and will continue to be available for these purposes.

Also see Staff Response to Appeal Ground No. 4 incorporated herein by reference

**Appeal Ground No. 10:** Appellant Atlas and Rowe asserts that the watercourse to be spanned by the proposed bridge constitutes a "stream" as defined by the County's Conservation Regulations, which prohibit construction of the bridge within the stream setback.

**Staff Response:**

The Project application predates the enactment of the Water Quality and Tree Protection Ordinance (WQTPO) (Ordinance #1438), which became effective on April 9, 2019. While the subject watercourse would be considered an ephemeral or intermittent stream requiring a 35-foot setback pursuant to the WQTPO, the application predates this Ordinance and therefore the watercourse at issue was reviewed pursuant to the County Conservations Regulations that were in effect prior to May 2019. Under these regulations, Staff concluded the watercourse does not meet the criteria to be considered a stream.

As disclosed in the MND, the watercourse is located just below the existing driveway and its associated drainage culverts and ditches. When Staff evaluates whether a watercourse is a definitional stream requiring setbacks, direction is provided by the named streams listed in

Resolution No. 94-19 and the general characteristics they exhibit. The subject watercourse is not listed and does not exhibit characteristics consistent with the named streams identified Resolution No. 94-19.

As indicated in the MND, while the drainage course contains some features consistent with a defined stream, such as trees greater than ten feet in height and hydrophilic vegetation, this drainage course does not have a continuous well-defined channel with a depth of four feet and banks steeper than 3:1. Appellant asserts in its July 31 letter that Mike Podlech, a specialist in stream classification, measured the waterway and concluded that *at the bridge location* it has a depth of five feet or more and nearly vertical banks (emphasis added). However, taking a single measurement at the location of the proposed bridge does not elevate a gully into a stream. Staff interpret “stream” to imply a continuous unbroken flow – which generally is not the case for erosional features caused by past manipulation/improvement of the land. Therefore, based on the watercourse’s characteristics and site inspections conducted by Staff on October 13, 2014; May 13, 2015; February 29, 2016; September 12, 2017; and February 4, 2020, this drainage course is not considered a County definitional stream pursuant to NCC Section 18.108.030 and setbacks are not required pursuant to NCC Section 18.108.025.

At the February 5, 2020, Commission hearing Project Planner Donald Barrella informed the Commission that he and Engineering Manager Patrick Ryan had performed another site visit several days before the hearing to evaluate the watercourse and both again reconfirmed that the watercourse is an erosional gully caused by some of the driveway improvements and drainage underneath it. Therefore, it is not a definitional stream requiring setbacks, but may be considered a Class II stream by California Fish and Wildlife. Mr. Barrella noted that if the WQWTPO current Conservation Regulations were applied, the gully would be considered an ephemeral drainage and setbacks would be required. (Certified Planning Commission Hearing Transcript, February 5, 2020, page 4: 5-15.)

**Appeal Ground No. 11:** Appellant Atlas and Rowe asserts that the County may not grant a use permit exception to the Conservation Regulations because the winery did not request one and because the required findings were not made.

**Staff Response:**

No exception is required. As indicated in Staff Response to Appeal Ground No. 10 (incorporated herein by reference), the subject watercourse is not a definitional stream requiring setbacks; therefore an exception to the Conservation Regulations in the form of a Use Permit pursuant to NCC Section 18.108.040 is not required.

**Appeal Ground No. 12:** Appellant Atlas and Rowe asserts that the MND does not comply with CEQA because it (1) fails to identify a conflict with County policies protecting trees, streams and other biological resources as a potentially significant impact, (2) fails to identify the watercourse to be spanned by the bridge as a riparian area, (3) erroneously concludes that the Project will not physically alter any watercourses or drainages and (4) fails to analyze potential environmental impacts from bridge construction or identify measures to mitigate them.

**Staff Response:**

The MND fully complies with CEQA and disclosed all potential impacts resulting from the Project (See **Attachment M**). Appellant has failed to provide any substantial evidence in support of the above claims and mere argument and speculation do not meet the bar of a “fair argument” requiring further CEQA review. Appellant has not identified what potentially significant impacts the Commission failed analyze. Regarding identification of conflicts with County policies protecting trees, see Staff Response to Appeal Ground No. 13 (incorporated herein by reference). Regarding impacts to streams, see Staff Response to Appeal Ground No. 10 (incorporated herein by reference). Regarding other biological resources, Appellant has submitted no evidence of what those unidentified resources are or how they are impacted. As disclosed in the MND, potential impacts to special-status plant species including native grasses/grassland, special-status bird species, and special-status bat species were assessed and mitigation measures were required (as necessary) to reduce potential impacts to these resources to a less than significant level. The Project MND also disclosed that there were no wetland or vernal pools located within the Project area.

As disclosed in the MND, the only riparian area in the immediate area is associated with Redwood Creek that borders the western periphery of the Project site, which is located more than 500 feet to the west of the Project area and is not being affected by the Project. Neither the Napa County GIS Environmental Resource Maps nor the biological reports prepared for the subject properties have identified riparian vegetation or features in the area of the bridge.

Regarding the physical alteration of streams, as disclosed in Section IX (Hydrology and Water Quality) of the MND, the Project would not substantially alter the drainage patterns on-site or off-site in a manner that would cause flooding or a significant increase in erosion or siltation on or off the Project site and Appellant has not provided substantial evidence to the contrary. The proposed Project involves the installation of a limited number of on-site storm water drainage features, and, as detailed in the Project’s Hydrology Report (RSA+, June 5, 2018), the Project would not result in increases in peak runoff as compared to existing conditions (i.e., there will be no net increase in post-construction runoff). Although the Project plans show rock-protected outfalls at the base of the clear span bridge abutments, these features would not result in the significant alteration of the erosional gully.

As provided in the Project description for the MND, , approximately 68 trees (mostly oak and bay laurel) would be removed to construct the clear span bridge and driveway improvements located immediately adjacent to the bridge (i.e. the driveway improvements extending from either end of the bridge). Tree removal associated with bridge construction would encompass approximately 0.2-acres of the Project’s 1.1-acres of oak woodland removal. Because of the minimal tree and woodland removal associated with the clear span bridge and associated driveway improvements located immediately thereto, and because this area does not contain riparian vegetation, no potentially significant impacts as a result of bridge construction were identified. Therefore, no mitigation measures were warranted.

Additionally, Appellant has failed to submit any evidence that demonstrates that the Project may have potentially significant impacts associated with bridge construction beyond what was identified and conditioned for in the MND, or that additional mitigation is necessary.

Also see Staff Response to Appeal Ground No. 10, incorporated herein by reference.

## **PART 2- Appellant Damery:**

**Appeal Ground No. 13:** Appellant Damery asserts that the Planning Commission's action permitting tree removal and destruction of the young trees will end the ecology of oak woodland, essential for the future of the oak savannah.

### **Staff Response:**

Appellant's assertion lacks evidentiary support. As disclosed and assessed in Section IV. Biological Resources of the Project MND for the Project and in the October 3, 2018 Planning Commission Staff Report, construction and development of the proposed winery and access drive improvements would remove up to approximately 130 trees covering approximately 1.1 acres of oak woodland (approximately 0.9 acres for the winery facility and approximately 0.2 acres for the access drive improvements). There are approximately 26.5 acres of oak woodland located on the Project site, therefore approximately 25.4 acres of the Project site's 26.5 acres of oak woodland would be retained consistent with General Plan Policy CON-24, which requires a 2:1 avoidance and retention ratio, resulting in a less than significant impact to oak woodlands and individual trees given the minimal amount of oak woodland that would be removed as part of the Project. Both the biologist for the Winery project and the Vineyard conversion provided the following conclusions (respectively) consistent with the County's impact analysis: "There are no significant native bunch grass or woodland vegetation stands associated with the proposed winery development or associated access improvements (MUSCI Natural Resource Assessment, August 31); and 'We found no evidence that would indicate the proposed project footprint would impact any unique species or local endemic populations.'" Further concluding "There is no evidence that any negative cumulative biological effects will result from the proposed project" (Kjeldsen Biological Consulting, September 2012,).

Additionally, potential indirect impacts associated with inadvertent tree and oak woodland removal adjacent to development areas would be minimized through implementation of MM BIO-4, which requires, among other things, that "[t]rees of 5+ inches in diameter at 4.5 feet from natural grade that are removed during the winery and vineyard construction and that are not within the boundary of the project and/or not identified for removal ..., shall be replaced on-site with fifteen-gallon trees at a ratio of 2:1 at locations approved by the director, or replaced with small trees at a higher ratio to be determined by the director or designee. Replacement trees shall be native species consistent with those removed or occurring within the parcel."

Specific to the Project ECPA, no trees are proposed to be removed as part of proposed vineyard development. Additionally, the northern portion of this vineyard is located within a tree easement granted to the abutting property to the north (Lands of Damery, APN 035-460-034, 3185 Dry Creek Road), that affects the Applicant's ability to remove trees in this area.

Finally, no new or additional evidence has been provided that demonstrates that the Project may have a potentially significant impact on oak woodland/savanna and associated trees and "will

end the ecology of oak woodland” beyond what was analyzed and conditioned for in the Proposed IS/MND and UP, or that additional mitigation is necessary.

Also see Staff Response to Appeal Ground No. 14, incorporated herein by reference.

**Appeal Ground No. 14:** Appellant Damery asserts that County’s approval of the Project will violate terms of a tree easement and that the basis offered by Staff for ignoring the terms of easements affected by the Project construction and winery/visitation activity is that easement violations are civil matters which the County does not need to resolve. Appellant argues that the County grants permits and permit modifications before easement disputes are resolved. This fails to serve the public in that 1) it leaves the parties with uncertainty as to the future viability of the permits granted, 2) it exposes the County to suit along with the Project proponents, expending unnecessary time, effort and public funds in pursuit of unnecessary litigation, and 3) it requires residents with easements to resort to civil litigation, expending their time, effort and personal funds to protect their property interests against encroachment allowed by the County through its permitting process. The more sensible and responsible approach is to require the Project proponent and the easement holders to resolve those disputes among themselves before the County accepts an application.

**Staff Response:**

County Staff have no authority to resolve private easement disputes and the County has a long standing policy of not adjudicating private easement matters. The courts are the appropriate venue for obtaining clarity regarding whether an easement is valid or a use is consistent with a private easement. County Staff encourage parties to resolve any questions regarding property easements prior to submittal of land use applications, so that any underlying private property encumbrances do not result in civil disputes, but there is no State or County requirement that potential private easement issues be resolved prior to submittal of a land use application.

The easements at issue here (i.e. access and tree) were neither developed nor implemented by the County and the County is not a party. County Staff and County Counsel reviewed the Tree Easement (Document ID#1995-02895, recorded December 27, 1995, Napa County Records) that enjoins the Winery/Project Parcel with the Appellant’s property to the north (APN 035-460-034, 3185 Dry Creek Road, Land of Damery) and confirmed that it is a private easement to which County is not a party. Because it is a private agreement that is specific to these private properties, any questions regarding its legality or scope must be resolved by other means. This opinion is also applicable to the access easements that the Applicant shares with the Lands of Rowe (APN 035-460-024, 3109 Dry Creek Road). (See February 5, 2020 Planning Commission Staff Report.)

Appellant’s position would allow any purported easement holder to significantly disrupt and delay the orderly processing of use permit applications.

Also see Staff Response to Appeal Ground No. 13, incorporated herein by reference.

**Appeal Ground No. 15:** Appellant Damery asserts that granting exceptions to the RSS increases the danger to the public under normal circumstances but especially during an emergency such as a fire. At hearing, after the close of public comment, County Planner

Charlene Gallina committed to writing, as a mitigation, a procedure for safe evacuation in the event of an emergency. Appellant claims this post-public hearing mitigation measure deprived the public of its right to comment. Further, Appellant asserts that it is the responsibility of the Applicant, not the County, to provide a suitable emergency evacuation procedure. Use of County Staff to perform work for the Applicant is inappropriate as a gift of public funds and compromises the integrity of the County as the reviewer and approving body of the Applicant's submittal. Further, Ms. Gallina is unqualified to compose an effective procedure.

**Staff Response:**

Staff did not develop post-public hearing mitigation measures nor create a "suitable emergency evacuation procedure" for Applicant. The draft conditions of approval presented at the February 5<sup>th</sup> Commission hearing included the following 'Operational Characteristics' condition as specified in the Engineering Division's June 14, 2018 Road Exception Evaluation Memo (attached thereto): "Implement the permanent and operational control measures identified in the Emergency Ingress/Egress Plan to support access for emergency responders, safe civilian evacuation, and avoid delays in emergency response." The additional (or expanded) requirements to this condition of approval, as further described below, is neither new mitigation nor an inappropriate gift of public funds.

Traditionally, and as a matter of routine practice, the Commission has revised, modified, and/or added conditions of approval to accommodate and recognize public/neighbor, applicant, and/or Planning Commission concerns. One of the core functions of Planning Staff is precisely to craft project conditions of approval. Supervising Planner Charlene Gallina directly commented toward the conclusion of the public hearing on February 5, 2020 that she wanted an opportunity, after Commission discussion, to walk through with the Commissioners and be clear about which conditions were changed and which were not, and to ensure all parties were in agreement. (Certified Planning Commission Hearing Transcript, February 5, 2020, page 106:4-12.)

As indicated in the October 3, 2018 and February 5, 2020 Commission Staff Reports, Napa County's Engineering Division, Public Works Department and Fire Marshal reviewed the Winery's Emergency Ingress/Egress Plan and concluded that the Emergency Ingress/Egress Plan, in combination with the proposed access improvements, would provide sufficient emergency access to and from the Project site. Furthermore, the MND did not identify or disclose a potentially significant impact associated with emergency ingress/egress; therefore, no mitigation was required with respect to this Project component, contrary to the Appellant's assertion that additional mitigation and/or an emergency evacuation procedure was being crafted by Staff at the direction of the Commission "post-public hearing."

With respect to the condition of approval alluded to by the Appellant, and in response to concerns raised by Commissioners, Ms. Gallina offered that "Another condition that could be suggested is that the applicant...submit an evacuation program of how they train their Staff, what will go into play in terms of if there is an emergency up there, we would share that with Fire to review and approve the program, and then they would--the applicant would need to ensure that that is put into place." (Certified Planning Commission Hearing Transcript, February 5, 2020, page 112:16-22.) The Commission then recessed to allow Staff time to draft this and other

revised conditions for the Commission's review. Staff prepared revised conditions and distributed copies upon return from a brief recess. Chair Whitmer re-opened the public hearing and invited public comments after Ms. Gallina introduced the revised conditions. (Certified Planning Commission Hearing Transcript, February 5, 2020, page 140:1-2.)

Ms. Gallina stated, "And then we added a condition that says prior to the final certificate of occupancy for Phase I and commencement of visitation and marketing activities, the permittee shall submit for review and approval by the Napa County Fire Marshal and Planning Division, a fire safety and evacuation plan in accordance with Section 403 of the California Fire Code, which includes, but not limited to, winery personnel training, access routes, and an evacuation plan from the cave and winery buildings and outdoor areas for winery guests and employees during an emergency event." (Certified Planning Commission Hearing Transcript, February 5, 2020, page 136:4-14.) Condition #4.3(j) as adopted (below – emphasis added) obligates the Owner/Permittee to prepare the plan and not County Staff. There is no gift of public funds. Additionally, Ms. Gallina will not compose the procedure and no County Staff have inappropriately performed any entitlement work on Applicant's behalf that would compromise the integrity of the County.

**Condition of Approval 4.3(j):** Prior to the Final Certificate of Occupancy for Phase I and commencement of visitation and marketing activities, *the permittee shall submit for review and approval* by the Napa County Fire Marshal and Planning Division a fire safety and evacuation plan in accordance with Section 403 of California Fire Code which includes but is not limited to winery personnel training, access routes, and an evacuation plan from the cave and winery buildings, and outdoor areas for winery guests and employees during an emergency event.

Pursuant to the County's fee policy (Napa County Policy Manual, Part 80) the Staff time and costs (i.e., time and material) incurred as a result of processing of use permit applications is borne by the Applicants. Therefore, County is reimbursed for all Staff time spent processing the Project application.

No new or additional evidence has been provided that demonstrates that the Project may have a potentially significant impact on emergency access beyond what was analyzed and conditioned for in the Proposed IS/MND necessitating new or additional mitigation.

Regarding the granting of an exception to the RSS, see Staff Response to Appeal Grounds No. 1 through No. 9 (incorporated herein by reference).

**Appeal Ground No. 16:** Appellant Damery asserts that there is no evidence in the record of the number of contracted temporary workers who would be staffing the now-permitted events and how they, unknown to the Applicant until the day of or day before an event, would ever be trained in the Planner-drafted emergency evacuation procedure.

**Staff Response:**

Evidence in the record states that there may be up to ten event staff as detailed below. As indicated in Staff Response to Appeal Ground No. 3 (incorporated herein by reference), County Staff will not prepare the *Fire Safety and Evacuation Plan* required pursuant to COA #4.3(j): County Staff in cooperation with the Napa County Fire Marshal will review the plan that is prepared by the Owner/Permittee.

As disclosed in the Winery Traffic Information/Trip Generation Sheets of the *Amended Final Traffic Analysis for Anthem Winery* (W-Trans, March 7, 2018), a marketing event of 300 visitors would need ten temporary workers (i.e. event staff) generating ten one way trips. Additionally, the use permit application form indicates the maximum number of on-site employees to be “10 or fewer.” As such, it is expected that ten or fewer temporary workers would be staffing events at the winery. The Evacuation Plan includes a requirement for winery personnel training and an evacuation plan for winery guests and employees during an emergency event. It does not appear infeasible to train ten or fewer temporary workers in the evacuation procedure in case of emergency. Also see Staff Response to Appeal Ground No. 14 and No. 15, incorporated herein by reference.

**Appeal Ground No. 17:** Appellant Damery asserts that, given the intricacies of moving large numbers of vehicles out while emergency vehicles respond on the limited ingress and egress, the County's approval of the Project without appropriate access roads and without a real, workable plan to move vehicles in and out in an emergency endangers the public as well as the Applicant and must not be condoned by the County. Appellant further asserts that the resolution of the ingress and egress must not be to shovel the traffic to the Redwood Road exit thus burdening other residents.

**Staff Response:**

The Emergency Ingress/Egress Plan (See **Attachment L**) utilizes the permanent placement and use of traffic controls at the winery and along the access drive to direct and control outbound vehicles during an emergency so that adequate emergency access can be provided by either directing outbound vehicles to yield to inbound vehicles, or directing outbound traffic to either Dry Creek Road or Redwood Road depending on the nature of the emergency. Therefore, emergency egress is not simply limited to directing all vehicles onto Redwood Road.

The Project's Traffic Analysis considered the Emergency Ingress/Egress Plan and associated driveway plans submitted in combination with the requested RSS Exception. (W-Trans, March 7, 2018, Amended Final Traffic Analysis for Anthem Winery – Attachment L of the October 3, 2018 Planning Commission Staff Report.) That review concluded that the Emergency Ingress/Egress Plan, in combination with the proposed access improvements, would provide sufficient emergency access to and from the Project site. The proposed site access analysis has also been reviewed by the Napa County Fire Marshal, Engineering Services Division, and Public Works Department and deemed appropriate and acceptable.

Emergency access was further assessed in the February 5, 2020 Planning Commission Staff Report that included responses to comments received specific to the proposed access drive improvements, the Emergency Ingress/Egress Plan, and the RSS Exceptions (in particular the



REAX Engineering letter and Paul K. Rowe letter, both dated October 2, 2018, and the Block and Block LLP October 3, 2018 hearing presentation, among others). These comments were forwarded to the Engineering Division and Fire Marshal for review and response. Engineering and the Fire Marshal reaffirmed the County's original determination that the proposed RSS Exception requests satisfy the standards for an exception. The proposed access in conjunction with its associated components (including the Emergency Ingress/Egress Plan) satisfies the standards for an exception, and has been designed to the maximum extent practical to provide the same overall practical effect. (See Engineering Response Memo dated January 21, 2020 (Attachment G of the February 5, 2020 Commission Report).

Also see Staff Response to Appeal Grounds Nos. 1 through 9, 15 and 16 (incorporated herein by reference).

**Appeal Ground No. 18:** Appellant Damery asserts that the area of the Anthem Project has highly interdependent wells. Many residents have historically experienced wells going dry or having diminished yield coincident with new or deepening of nearby wells as well as increased water usage. The Anthem Project approval guarantees increased winery water usage, increased visitation water usage and, at the same time, increased vineyard. According to Appellant, this trifecta has a high probability of decreasing water availability for neighbors. The County has an obligation to do its utmost to protect the health, safety and welfare of each resident. The Planning Commission's approval of the Anthem Winery and erosion control plan at the same time ignores its responsibility to all residents.

**Staff Response:**

Staff exhaustively analyzed the potential for groundwater impacts associated with the Project, and engaged County's groundwater experts, Luhdorff & Scalmanini Consulting Engineers (LSCE) to peer review Applicant's WAA. Mere speculation about the causes for neighboring wells having water supply issues does not amount to substantial evidence to support a fair argument that the Project will significantly decrease water availability for neighbors. In fact, LSCE concluded that the Project wells are not connected to surrounding aquifers.

As disclosed in the MND due to potential groundwater issues in this area of the County, and the components involved in the Winery's water supply system (i.e. rainwater harvesting and process water reuse/recycling), the Public Works Department requested the County's groundwater consultant LSCE conduct the adequacy review of the Project's Water Availability Analysis. The Project WAA documents prepared by Richard C. Slade & Associates (RCS) that make up the Final Project WAA may be found at Attachment J of the October 3, 2018 Commission Report. The review memos prepared by the County in conjunction with LSCE as part of the WAA adequacy review (Attachment K of the October 3, 2018 Commission Report) are incorporated by reference and are available for review at <https://www.pbcs.cloud/index.php/s/Xi5EZeYDNWcTjxe>.

LSCE and the Public Works Department determined the WAA was adequate. To ensure groundwater use is minimized and does not exceed the use disclosed and identified for the Project, the Public Works Department recommended project-specific conditions of approval that include, among other provisions, limiting overall ground water use to 4.6 AF/yr, preparation of a *Groundwater Demand Management Program* prior to commencement of the Project, and well

monitoring and reporting. (See Commission Adopted Final Revised Conditions #4.20(a), #4.18(d), #4.9 and #6.15(b), and Public Works Department operational conditions as stated in their Memorandum dated August 14, 2018 (as updated February 10, 2020)). Furthermore, as disclosed in the MND and supporting documentation, the groundwater use limitation of 4.6 AF/yr is below the parcels' anticipated groundwater recharged potential during drought conditions of 5.29 AF/yr.

LSCE confirmed that the aquifers supporting the Anthem Project wells are not connected to surrounding aquifers. Additionally, LSCE's subsequent review of the groundwater comments, the revised Project, and the revised Tire 1 Water Use Calculations presented in their January 27, 2020 memo (*Water Availability Analysis Review for the Proposed Anthem Winery, Major Use Permit Modification P14-00320-UP*, Luhdorff & Scalmanini Consulting Engineers, January 27, 2020 - Attachment F of the Feb 5, 2020 report) concluded that the Project WAA has been prepared consistent with County guidance, appropriately takes into account anticipated efficiencies of the rainwater harvest and process water recycling water supply calculations, and reflects the relatively limited water supply available for the Project. LSCE finds that through implementation of the Project groundwater conditions, County will be able to verify that the Project is operating consistent with the WAA and would not adversely impact groundwater levels in the area.

Also see Staff Response to Appeal Ground No. 19, incorporated herein by reference.

**Appeal Ground No. 19:** Appellant Damery asserts that the Planning Commission should have held in abeyance its approval of the erosion control plan for a period of at least three years. This would have allowed this sensitive area to demonstrate its capacity to support the increased water usage of the winery and its associated tourism before layering on the increased water usage of expanded vineyard.

**Staff Response:**

As indicated in the Project description disclosed in the both the MND, and the October 2018 and February 2020 Commission Staff Reports, approximately 1.19 acres of new vineyard (1.01 net planted acres) is being proposed. The anticipated water use for proposed vineyard is identified to be approximately 0.62 AF/yr, which is less than a single-family residence.

During the February 2020 Commission hearing and deliberations it was disclosed by Mr. Anglin, Applicant's counsel, that the cave spoils were part of the ECPA to plant the vineyard and that if the ECPA were to be phased in later, the spoils would have to sit on-site for several years potentially raising additional concerns about erosion. (Certified Planning Commission Hearing Transcript, February 5, 2020, page 145: 5-12.)

The Commission considered phasing of the ECPA in their deliberations with Commissioner Hansen indicating she did not support the phasing approach noting the synergy between the cave spoils and the planting of additional vineyard. She further opined that she was satisfied with the monitoring of water use that was built into the Conditions of Approval. (Certified Planning Commission Hearing Transcript, February 5, 2020, page 146: 2-16.)

Also see Staff Response to Appeal Ground No. 18, incorporated herein by reference.

**Appeal Ground No. 20:** Appellant Damery asserts that the Napa County Groundwater Sustainability Agency (GSA) is responsible for management of Basin II [Napa Valley Subbasin 2-002.01] described by the Department of Water Resources Bulletin 119. The Anthem Project lies outside this area; the Appellant's property lies within it. The result is that the Anthem Project will not be monitored by the GSA. Self-reported water usage and County well monitoring are unrealistic at best and reckless at worst in protecting the interests of the area affected by the Project.

**Staff Response:**

While the Project parcels are not subject to the regulatory authority of the GSA, the approved Conditions impose rigorous water monitoring requirements that are specific and enforceable. Regardless of the Project site's location in relation to the GSA's management area, the groundwater conditions developed through review of the Project's WAA, which include an annual groundwater limit of 4.6 AF/yr and the development of a Groundwater Demand Management Program pursuant to Public Works Department operational condition #6.15(b) will result in appropriate groundwater monitoring. (See Operational Condition 6.15(b), Final Revised Conditions of Approval, February 5, 2020 at page 19.) Also see Staff Response to Appeal Ground No. 6 (incorporated herein by reference).

**Appeal Ground No. 21:** Appellant Damery asserts that there was inadequate evidence before the Planning Commission to ensure the safety of the cave construction. The 29,000 square foot cave will be the 16th largest cave in Napa County. The north fork of the South Napa earthquake fault line runs through the cave. Further information must be developed to determine the safety of construction on the fault line. Appellant will request augmentation of the record to provide additional information that was not available before the close of the public comment period.

**Staff Response:**

The safety of the cave construction was fully evaluated by geotechnical professionals. Despite having several months to do so, Appellant Damery has provided no information pertaining to earthquake faults. As indicated in the MND as a result of the August 24, 2014 magnitude 6.0 "South Napa Earthquake" epicentered approximately six miles southwest of the City of Napa along the West Napa fault, Applicant prepared a Fault Investigation Report (Ryan Geological Consulting Inc., February 7, 2015, Fault Investigation Report Anthem Winery and Vineyards, Attachment M to the October 3, 2018 Staff Report) to address the potential for faults at the proposed winery site. The record contains substantial evidence, summarized below, that the approved cave will be constructed safely.

At the time of the 2015 investigation, the site was not located within a State of California designated Earthquake Fault Zone for active faults, referred to as an Alquist-Priolo Earthquake Fault Zones (or A-P Zones); however, due to the formation of ground cracks at the site, the 2015 investigation was conducted as if the Project site was within a State designated A-P Zone. On January 11, 2018, the California Geological Survey released new A-P Zone designations for the West Napa fault (Fault Evaluation Report FER-256). The goal of the A-P Act and Zones is to

limit the hazard to surface fault rupture (SFR) by preventing construction of structures intended for human occupancy across the surface trace of an active fault.

The new A-P Zone designations include splays of the West Napa fault that pass along the west side of Napa Valley. While the southern portions of the fault appear to be well defined and accurately located, the north end of the fault is inferred and uncertain. The northernmost fault splays are generally located along the ridgeline between Redwood Road to the west and Dry Creek Road to the east. The Anthem Project site is located at the northern extent of the new western A-P zone (Ryan Geotechnical, February 2015).

Because of the new A-P Zone designation, Ryan Geotechnical supplemented its previous investigation to evaluate the potential for SFR (where the fault rupture to the ground surface), and how it could impact the proposed site improvements and to satisfy the requirements of the new A-P Zone (Ryan Geological Consulting Inc., June 30, 2018, Supplemental Fault Investigation Report Anthem Winery and Vineyards).

The Ryan Geological Consulting Fault investigations (February 2015 and June 2018) are incorporated herein by reference and did not encounter evidence of an active fault crossing through the proposed winery improvements. Therefore, the geologic hazard of SFR at the winery site are considered low, and the proposed winery improvements are considered feasible from a geologic hazard perspective. The ground cracks observed following the 2014 South Napa Earthquake are not the result of SFR as they are not the result of a fault propagating up from below and rupturing the ground surface, and therefore are not classified as SFR (Ryan Geological Consulting February 2015 and June 2018). The results of the site-specific investigations performed by Ryan Geological Consulting do not support the presence of the inferred faults identified in the California Geological Survey, A-P Zone Fault Evaluation Report (January 2018).

Ryan Geotechnical Consulting also concluded that a fault may be located along the base of the hillside above Redwood Creek that may cross through the western periphery of the Project site, and determined that there are no faults within the Project area and the potential for SFR is low.

The mitigation measure specific to this potential impact (MM GEO-1), while more specific to the winery buildings, extends to building and/or grading permit applications so that cave construction can be conducted in a safe manner.

RSA+ reviewed the placement of cave spoils within proposed and/or entitled vineyard areas and found that placement of spoils would not increase the storm runoff to any measurable degree. (RSA+, December 1, 2015, Cave Spoils Placement Letter, Anthem Winery and Napa County, Application Number P14-00320-UP, SCH# 2018082072, certified February 10, 2020 – Section VI. Geology and Soils.)

The COAs also include provisions to ensure life safety issues of the cave are addressed. (See Building Inspection Division plan conditions as stated in their Memorandum dated May 15, 2017.)

Additionally, no new or additional evidence has been provided that demonstrates that the project may have potentially significant impacts associated with geologic hazards beyond what was identified and conditioned for in the MND, or that additional mitigation is necessary.

**Appeal Ground No. 22:** Appellant Damery asserts that the conversion of the existing oak savanna in the existing tree easement to vineyard as approved by the Planning Commission will result in drift of chemical applications to Appellant's property and home.

**Staff Response:**

Both the law and accepted customs and standards for farming grapes restrict chemical drift to non-target areas and it is speculative to conclude that drift will occur as a result of the Project. As indicated in the MND, the Winery Parcel is currently developed with approximately 7.5 acres of vineyard (six planted acres), and approximately one acre of vineyard is currently being developed under #P12-00401-ECPA. The Access Parcel, which abuts the Appellant's property to the south is currently being developed with approximately 2.7 acres of vineyard ( #P12-00401-ECPA), and contains almost the entirety of the 1.194 acre vineyard proposed under #P14-00322-ECPA, and as illustrated below. Appellant's residence is approximately 35 feet from the proposed new vineyard.

Food and Agriculture Code section 12972 requires that the use of any pesticide by any person shall be in such a manner as to prevent substantial drift to non-target areas. The Food and Agriculture Regulations (Title 3 CCR Section 6614) also address drift and require that pesticide applications be ceased if (1) There is a reasonable possibility of contamination of the bodies or clothing of persons not involved in the application process; (2) There is a reasonable possibility of damage to non-target crops, animals or other public or private property; or (3) There is a reasonable possibility of contamination of non-target public or private property, including the creation of a health hazard, preventing normal use of such property. In determining a health hazard, the amount and toxicity of the pesticide, the type and uses of the property and related factors shall be considered.

The MND concluded that the Project is not expected to use any substantial quantities of hazardous materials. Therefore, it is not reasonably foreseeable for the Project to create upset or accident conditions that involve the release of hazardous materials into the environment. It is anticipated that the Project vineyard will be managed and operated consistent with applicable laws, regulations, and accepted customs and standards as set forth in the "right to farm" ordinance, below.



Activities associated with the development and ongoing operation of agriculture/vineyard are subject to the County's 'Right to Farm' ordinance (NCC Chapter 2.94 – Agricultural and Right to Farm) and General Plan Policy AG/LU-15, which protects the right of agricultural operators to commence and continue their agricultural practices even though established urban uses in the general area may foster complaints against those agricultural practices.

NCC Section 2.94.020 (Right to farm—Conditions) provides that agricultural activity is not a nuisance so long as it complies with provisions of the NCC and that the activity is conducted consistent with proper and accepted customs and standards and that the agricultural operation is not operated in a negligent or improper manner.

Existing and proposed vineyard operations occurring on the subject parcels, and on parcels in the immediate vicinity of the Appellant's property, that can include noise, odors, dust, chemicals, smoke, and operation of machinery during any 24-hour period are typically seasonal and intermittent in nature, and are considered typical and reasonable under the County's 'Right to Farm'.



Herbicide applicators must be licensed by the State and the Napa County Agricultural Commissioner enforces application of pesticides and regulates applicators through its Pesticide Use and Enforcement Program (<https://www.countyofnapa.org/1412/Pesticide-Use-Enforcement-Program-Regist>).

Appellant is required to disclose the potential for inconveniences and/or discomforts associated with agricultural operations and chemical use on adjacent properties should the property be transferred, regardless of the subject ECPA. This disclosure is required by NCC 2.94.030 in a form prescribed by Civil Code Section 1102.6(a). There is no evidence in the record to support the claim that installation of additional vineyard and associated farming practices will devalue Appellant's property.

Also see Staff Response to Appeal Ground No. 23 and No. 24 (incorporated herein by reference).

**Appeal Ground No. 23:** Appellant Damery asserts that if vineyard is allowed within the tree easement area, Appellant and her husband will be forced to sell their property, disclosing the chemical applications in the neighboring vineyard with anticipated negative effect on valuation. Appellant's home is less than 75 feet from the property line with the Project property. Assuming a reasonable setback for vineyard planting, the vines will be less than 100 feet from Appellant's home. Drift from chemical applications will reach not only their property but also their home.

**Staff Response:**

Appellant is required to disclose the potential for inconveniences and/or discomforts associated with agricultural operations and chemical use on adjacent properties should the property be transferred, regardless of the subject ECPA. This disclosure is required by NCC 2.94.030 in a form prescribed by Civil Code Section 1102.6(a). Additionally, there is no evidence in the record to support the claim that installation of additional vineyard and associated farming practices will devalue Appellant's property.

Also see Staff Response to Appeal Ground No. 22 and No. 24 (incorporated herein by reference).

**Appeal Ground No. 24:** Appellant Damery asserts that the California Department of Pesticide Regulation adopted regulations regarding vineyard chemical use near schools, thus protecting youth, another sensitive population. Title 3 CCR §§ 6690-6692. Dust and fumigant applications are either prohibited or subject to a quarter-mile (1320 feet) distance from the property line of a school. Appellant asserts that the Planning Commission ignored drift altogether and then approved applications less than 100 feet from Appellant's home and within approximately 20 feet of her property line.

**Staff Response:**

The closest schools to the Project site are Salvador Elementary and Justin-Siena High School, located approximately 1.5 miles to the east within the City of Napa (Napa County GIS: Schools Layer). Therefore, no pesticides will be applied within a quarter-mile of a school as a result of

Project approval. (See MND, Section II(d) Air Quality, and Section VIII(c) Hazards and Hazardous Materials.)

Also see Staff Response to Appeal Ground No. 22 and No. 23, incorporated herein by reference.





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NAPA COUNTY  
EXECUTIVE OFFICE

**APPEAL PACKET FORM**  
(Chapter 2.88.050 of Napa County Code)

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>Jeff Atlas and Paul Rowe c/o Kevin Block, Block &amp; Block LLP</u>				
Telephone #: (707) <u>251-9871</u>		Fax #: (707) <u>251-0368</u>		
E-Mail Address: <u>kb@winelawyers.com</u>				
Mailing Address: <u>1109 Jefferson Street, Napa, CA 94559</u>				
No.	Street	City	State	Zip
Status of Appellant's Interest in Property: <u>adjacent property owners</u>				
<i>project applicant, adjacent property owner, other (describe)</i>				
Action Being Appealed: <u>approval of use permit modification, RSS exceptions and MND</u>				
Permittee Name: <u>Anthem Winery and Vineyards, LLC</u>				
Permittee Address: <u>3454 Redwood Road, Napa, CA 94558</u>				
Permit Number: <u>#P14-00320-MOD</u>		Date of Decision: <u>February 5, 2020</u>		
Nature of Permit or Decision: <u>use permit modification</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, <b>factual or legal basis for such grounds of appeal must be expressly stated or they are waived.</b> (attach additional sheet if necessary):				
<u>See attached.</u>				
Project Site Address/Location: <u>3454 Redwood Road, Napa, CA 94558</u>				
<i>Street City State Zip</i>				
Assessor's Parcel No.: <u>035-470-046, 035-460-038</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).

	March 4, 2020	Kevin Block
Signature of Appellant	Date	Print Name

TO BE COMPLETED BY CLERK OF THE BOARD	
Appeal Packet Fee \$ <u>487.96</u>	Receipt No. <u>497038</u>
Received by:	Date: <u>3/6/2020</u>

## **ATTACHMENT TO APPEAL PACKET**

### **Basis for the Appeal**

#### **Anthem Winery Use Permit Modification**

The Planning Commission erred in approving the Anthem Winery application by ignoring inconvenient facts, disregarding legal limitations on the County's authority to approve sub-standard roads, and failing to place paramount importance on public health, safety and welfare, especially protection of the public from fire.

This appeal asks the Board to rectify actions by the Planning Commission which exceed its jurisdiction and prejudicially abuse its discretion. The Commission failed to adjudicate the Anthem application in the manner required by law, rendered a decision which is not supported by the findings, and made findings which are not supported by the evidence. This appeal is also addressed to the sound discretion of the Board, which may interpret and apply public policy and legal standards differently than the Planning Commission and thereby reach different conclusions.

Appellants reserve the right, for good cause, to introduce evidence which could not have been presented at the time of the Planning Commission's hearing. They also reserve the right to assert that the Commission hearing was unfair based on documents currently being withheld from disclosure under the Public Records Act.

The following is a brief summary of the key grounds of the appeal. Appellants will submit detailed evidence and arguments in writing well before the hearing.

#### **Errors Related to the Planning Commission's Approval of the One-Way Bridge**

1. The County does not have the legal authority to approve the proposed one-way bridge because the bridge lacks turnouts at both ends.
2. The County may not grant an exception to the turnout requirement for the one-way bridge because the winery never requested one.
3. The evidence does not support the Planning Commission's finding that the use as a turnout of the upper easement, which is 15 feet wide and located 120 feet from the bridge, will provide the same level of public safety as a bridge with fully compliant turnouts at both ends.



### Errors Related to the Grant of Exceptions to the Road and Street Standards

4. The County may not condition the grant of Road and Street Standard exceptions on a use that violates the scope of the upper and lower easements.
5. The Planning Commission's failure to evaluate the existing Redwood Road entrance, which is already permitted for a 30,000-gallon winery, was inappropriate and undermines the finding that Road and Street Standard exceptions are necessary due to physical or legal constraints on the winery's property.
6. Approval of the winery's request for an unprecedented number of Road and Street Standard exceptions unnecessarily compromises public safety and sets undesirable precedent for years to come.
7. The facts do not support the finding that the road as approved provides the same level of safety as would a road that is in full compliance with the Road and Street Standards.
8. Approval of the road width exceptions is improperly conditioned on evidence, which is not in the record, that the proposed turnouts will accommodate the passage of fire apparatus and the winery's largest vehicles.
9. Granting an exception to the required entry gate width is improper because it depends on the use of an easement which no longer exists.

### Errors Related to Violations of CEQA and the Conservation Regulations

10. The watercourse to be spanned by the proposed bridge constitutes a "stream" as defined by the Conservation Regulations, which prohibit construction of the bridge within the stream setback.
11. The County may not grant a use permit exception to the Conservation Regulations because the winery did not request one and because the required findings were not made.
12. The Initial Study and Mitigated Negative Declaration do not comply with CEQA because they (1) fail to identify a conflict with County policies protecting trees, streams and other biological resources as a potentially significant impact, (2) fail to identify the watercourse to be spanned by the bridge as a riparian area, (3) erroneously conclude that the project will not physically alter any watercourses or drainages and (4) fail to analyze potential environmental impacts from bridge construction or identify measures to mitigate them.

[end]

	<b>First American Title™</b>	<b>Property Owner's Notice Guarantee</b>
<b>Guarantee</b>		ISSUED BY <b>First American Title Insurance Company</b>  GUARANTEE NUMBER <b>5022800-0001535e</b>

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

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

**GUARANTEES**

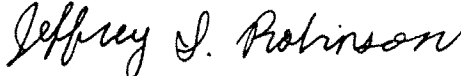
the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Guarantee shown in Schedule A.

**First American Title Insurance Company**



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

For Reference:

**File #:** P-384299

Issued By:

**Placer Title Company**  
5 Financial Plaza, #205  
Napa, CA 94558

This jacket was created electronically and constitutes an original document

## Property Owner's Notice Guarantee SCHEDULE A

Order No.: P-384299  
Guarantee No.: 5022800-0001535e  
Date of Guarantee: February 19, 2020 at 8:00AM  
Amount of Liability: \$1,000.00  
Premium: \$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 as of the Date of Guarantee
  - i. The persons listed below as "Assessed Owner" are shown on the Assessment Roll as owning real property with 1000 feet of the land identified on the Assessment Roll as Assessor's Parcel Number(s): 035-460-038-000, 035-470-046-000
  - ii. The Assessor's Parcel Number and any addresses shown below are as shown on the Assessment Roll.

**Issued By:**

Placer Title Company  
5 Financial Plaza  
Napa, CA 94558  
Agent ID: 5416462

  
Authorized Countersignature

035-010-054-000  
WOOLLS RANCH LLC  
PO BOX 923  
ANGWIN CA 94508

035-010-055-000  
JANET SULLENGER SUC TR  
4160 SUISUN VALLEY RD BOX E338  
FAIRFIELD CA 94534

035-010-056-000  
JANET SULLENGER SUC TR  
4160 SUISUN VALLEY RD BOX E338  
FAIRFIELD CA 94534

035-031-012-000  
LOUISA W WARD TR  
1285 ORCHARD AVE  
NAPA CA 94558-9401

035-031-013-000  
WILLIAM T & CLAUDIA JO HANNA TR  
1240 ORCHARD AVE  
NAPA CA 94558

035-090-001-000  
DOTIA W SCRIVEN TR  
3440 REDWOOD RD  
NAPA CA 94558-9545

035-090-002-000  
INGA KULBERG TESLER &  
ROBERT SCOTT TR  
3400 REDWOOD RD  
NAPA CA 94558

035-090-003-000  
D RUSSELL AND  
HILDEGARD M GUNN  
3360 REDWOOD RD  
NAPA CA 94558-9544

035-090-004-000  
DAVID S & SHANA M GRAHAM  
3340 REDWOOD RD  
NAPA CA 94558

035-090-005-000  
HAROLD HENRY DAVIS  
3334 REDWOOD RD  
NAPA CA 94558

035-090-007-000  
DAVID B WATERMAN ETAL  
3330 REDWOOD RD  
NAPA CA 94558

035-090-008-000  
ROBERT P HAINEY TR  
PO BOX 2776  
NAPA CA 94558-0277

035-120-036-000  
GRR VINEYARD LLC ETAL  
221 DEVLIN RD  
NAPA CA 94558

035-320-002-000  
TIMOTHY J WHITE &  
HIDI R SOBELMAN TR  
3435 REDWOOD RD  
NAPA CA 94558-9545

035-320-003-000  
TIMOTHY J WHITE &  
HIDI R SOBELMAN TR  
3435 REDWOOD RD  
NAPA CA 94558

035-320-004-000  
CHRISTOPHER M BELL  
3425 REDWOOD RD  
NAPA CA 94558

035-320-005-000  
GREGG S & JEAN A BROWNING  
3333 REDWOOD RD  
NAPA CA 94558

035-320-007-000  
JOE & KATHY DEMAGGIO  
30 BEL AIR CT  
MEDFORD OR 97504-9354

035-320-008-000  
NANCY L RYAN TR ETAL  
46 RIDGE RD  
BARRINGTON IL 60010

035-460-001-000  
3211 DRY CREEK LLC  
23141 MORA GLEN RD  
LOS ALTOS HILLS CA 94024

035-460-005-000  
BRIAN R & CAMILLE D KING TR  
3181 DRY CREEK RD  
NAPA CA 94558-9722

035-460-006-000  
LAWRENCE BERNHEIM ETAL  
3177 DRY CREEK RD  
NAPA CA 94558-9722

035-460-007-000  
NORMAN AND  
BETTY G SPARBY TR  
652 SPRING ST  
SANTA CRUZ CA 95060

035-460-015-000  
JULIE ANN & JOEL H RHORER  
3534 REDWOOD RD  
NAPA CA 94558-9546

035-460-016-000  
CHARLENE KEPHART TR  
108 CABANA DR  
NAPA CA 94558

035-460-021-000  
JEFFREY L ATLAS TR  
1075 LOMBARD ST  
SAN FRANCISCO CA 94109

035-460-022-000  
SQUIRREL HILL VINEYARDS LLC  
73 LUKE DR  
NAPA CA 94558

035-460-023-000  
NAPA WEST LLC  
6929 N HAYDEN RD STE C4-503  
SCOTTSDALE AZ 85250

035-460-024-000  
PAUL K ROWE  
840 PARK AVE #4-B  
NEW YORK NY 10021-1847

035-460-032-000  
RACHEL ALLEN  
6730 MEADOW RD  
DALLAS TX 75230-5230

035-460-033-000  
P & L INVESTMENTS LLC  
2211 E CAMELBACK RD UNIT #204  
PHOENIX AZ 85016

035-460-034-000  
PATRICIA DAMERY TR  
3185 DRY CREEK RD  
NAPA CA 94558-9722

035-460-035-000  
DRY CREEK CEMETERY ASSOCIATION  
4132 LAKEVIEW DR  
PLACERVILLE CA 95667

035-460-036-000  
BEE CREEK VINEYARDS LLC  
4112 BEE CREEK RD  
SPICEWOOD TX 78669

035-460-037-000  
BEE CREEK VINEYARDS LLC  
4112 BEE CREEK RD  
SPICEWOOD TX 78669

035-470-003-000  
GLENNE E JACKSON &  
ROBIN L LABRIE-JACKSON TR  
3112 DRY CREEK RD  
NAPA CA 94558-9722

035-470-004-000  
LAZARE VINEYARDS LLC  
3102 DRY CREEK RD  
NAPA CA 94558

035-470-014-000  
CAROL BRODMAN TR ETAL  
PO BOX 4200  
NAPA CA 94558

035-470-019-000  
SAVERIO &  
KARIE WOODS NUCCIO TR  
3452 REDWOOD RD  
NAPA CA 94558-9545

035-470-021-000  
H JOHN & PATRICIA C JANSEN TR  
511 ALPINE VIEW DRIVE  
INCLINE VILLAGE NV 89451

035-470-022-000  
CAROL BRODMAN TR ETAL  
PO BOX 4200  
NAPA CA 94558

035-470-023-000  
JOSEPH J & ERIN M ANDRE  
1330 UNIVERSITY DR APT 33  
MENLO PARK CA 94025-4241

035-470-024-000  
MICHAEL ANTHONY &  
KAYLA MICHELLE MACHADO  
88 KING ST #123  
SAN FRANCISCO CA 94107

035-470-025-000  
JOSE M CORNEJO ROSSI &  
CATHERINE RITA COLL CORNEJO  
3164 DRY CREEK RD  
NAPA CA 94558

035-470-035-000  
GENE & PAULA J KELLY TR  
4900 LINDA VISTA AVE  
NAPA CA 94558

035-470-037-000  
STEVEN P & ELIZABETH V MOULDS TR  
3075 DRY CREEK RD  
NAPA CA 94558

035-470-039-000  
BECKSTOFFER VINEYARDS XV LLC  
PO BOX 405  
RUTHERFORD CA 94573

035-470-042-000  
CLARK M GLASSON TR  
PO BOX 3747  
NAPA CA 94558

035-470-044-000  
STEVE C & JUDITH D PADIS  
888 BRANNAN STREET STE 128  
SAN FRANCISCO CA 94103





MOTHER LODGE HOLDING COMPANY

Placer Title Co., Montana Title and Escrow, National Closing Solutions,  
National Closing Solutions of Alabama, National Closing Solutions of Maryland,  
North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings,  
Premier Title Agency, Texas National Title, Western Auxiliary Corp., Wyoming Title and Escrow

**NOTICE AT COLLECTION AND PRIVACY POLICY**

updated December 20, 2019, effective January 1, 2020

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

**1. Personal Information We Collect**

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifiers, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; and (J) Geolocation information (with consent when using our mobile applications).

**2. Purposes**

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-J); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); and Auditing and complying with legal and other similar requirements (A-I).

**3. Sources, Sharing**

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

**4. Cookies and similar technologies**

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie,

which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information by our tracking technologies allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

## **5. Links to Other Websites and Do Not Track**

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

## **6. Sale**

We do not sell personal information about consumers and have not sold information about consumers in the last 12 months.

## **7. Minors**

We do not collect information from minors under the age of 18.

## **8. Safeguards**

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

## **9. Access and Changes**

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing [privacy@mlhc.com](mailto:privacy@mlhc.com). This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).

## **CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS**

### **1. Requests Under the California Consumer Privacy Act ("CCPA")**

Effective January 1, 2020, California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations.

We do not discriminate against consumers for exercising rights under the CCPA or other laws.

## **2. How to Make a Request under the California Consumer Privacy Act**

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request via our Internet website at <https://www.placertitle.com>; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).

## GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.  
Montana Title and Escrow Co.  
National Closing Solutions, Inc.  
National Closing Solutions of Alabama  
National Closing Solutions of Maryland  
Premier Reverse Closings

Placer Title Co.  
Placer Title Insurance Agency of Utah  
Premier Title Agency  
North Idaho Title Insurance Co.  
Texas National Title  
Western Auxiliary Corp.  
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

**We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).

## First American Title Privacy Notice

**Effective:** November 1, 2019

**Notice Last Updated:** November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

**How Do We Collect Your Information?** We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

**How Do We Share Your Personal Information?** We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**How Do We Secure Your Personal Information?** The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

**How Long Do We Keep Your Personal Information?** We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**International Jurisdictions:** Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com).

**Right of Deletion.** You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com).

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Right to Opt-Out.** We do not sell your personal information to third parties, and do not plan to do so in the future.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Collection Notice.** The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected <b>personal information</b> include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected <b>personal information</b> include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity
Categories of Third Parties Shared	The categories of third parties with whom we've shared <b>personal information</b> include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

*Categories of Personal Information We Have Sold In The Past Year.* We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

*Categories of Personal Information Disclosed For A Business Purpose In The Past Year.* The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

**SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE**

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

**GUARANTEE CONDITIONS AND STIPULATIONS**

**1. Definition of Terms.**

The following terms when used in the Guarantee mean:

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

**2. Notice of Claim to be Given by Assured Claimant.**

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

**3. No Duty to Defend or Prosecute.**

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

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

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

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



## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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

mortgage or a lienholder, the Company shall have the option

**5. Proof of Loss or Damage.**

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

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

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

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

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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

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

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

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

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

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

**7. Determination and Extent of Liability.**

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

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

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

**8. Limitation of Liability.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter

assured against by this Guarantee in a reasonably diligent

**GUARANTEE CONDITIONS AND STIPULATIONS (Continued)**

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

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

**9. Reduction of Liability or Termination of Liability.**

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

**10. Payment of Loss.**

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

**11. Subrogation Upon Payment or Settlement.**

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

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

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

**12. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

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

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

**14. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. [Claims.NIC@firstam.com](mailto:Claims.NIC@firstam.com) Phone: 888-632-1642 Fax: 877-804-7606**



**PLACER TITLE COMPANY**  
LENDER DIVISION  
A MOTHER LOPE COMPANY

INVOICE NO.

P-384299

Customer Name:  Block & Block LLP Attn: Kevin P. Block 1109 Jefferson Street Napa, CA 94559	Date: 2/21/2020 Escrow # P-384299 Escrow Officer Jennifer Reyes
Loan/Escrow Ref: 3454 Redwood Rd. & 3123 Dry Creek Rd., Napa, CA 94558	TERMS: Net cash end of month in which first billing is rendered. On delinquent account or deferred time payment plan interest is charged at the maximum legal rate which is 10% per annum or more.

**BILLING DESCRIPTION**

Property Owner's Notice Guarantee, 1000' radius	\$500.00
Total	\$500.00

**PLEASE REMIT TO:**  
**Placer Title Company**  
**5 Financial Plaza, Suite 205**  
**Napa, CA 94558**  
**(707) 346-6940**



INVOICE NO.

P-384299

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Total	\$500.00

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Napa, CA 94558  
(707) 346-6940

035-010-054-000  
WOOLLS RANCH LLC  
PO BOX 923  
ANGWIN CA 94508

035-010-055-000  
JANET SULLENGER SUC TR  
4160 SUISUN VALLEY RD BOX E338  
FAIRFIELD CA 94534

035-010-056-000  
JANET SULLENGER SUC TR  
4160 SUISUN VALLEY RD BOX E338  
FAIRFIELD CA 94534

035-031-012-000  
LOUISA W WARD TR  
1285 ORCHARD AVE  
NAPA CA 94558-9401

035-031-013-000  
WILLIAM T & CLAUDIA JO HANNA TR  
1240 ORCHARD AVE  
NAPA CA 94558

035-090-001-000  
DOTIA W SCRIVEN TR  
3440 REDWOOD RD  
NAPA CA 94558-9545

035-090-002-000  
INGA KULBERG TESLER &  
ROBERT SCOTT TR  
3400 REDWOOD RD  
NAPA CA 94558

035-090-003-000  
D RUSSELL AND  
HILDEGARD M GUNN  
3360 REDWOOD RD  
NAPA CA 94558-9544

035-090-004-000  
DAVID S & SHANA M GRAHAM  
3340 REDWOOD RD  
NAPA CA 94558

035-090-005-000  
HAROLD HENRY DAVIS  
3334 REDWOOD RD  
NAPA CA 94558

035-090-007-000  
DAVID B WATERMAN ETAL  
3330 REDWOOD RD  
NAPA CA 94558

035-090-008-000  
ROBERT P HAINEY TR  
PO BOX 2776  
NAPA CA 94558-0277

035-120-036-000  
GRR VINEYARD LLC ETAL  
221 DEVLIN RD  
NAPA CA 94558

035-320-002-000  
TIMOTHY J WHITE &  
HIDI R SOBELMAN TR  
3435 REDWOOD RD  
NAPA CA 94558-9545

035-320-003-000  
TIMOTHY J WHITE &  
HIDI R SOBELMAN TR  
3435 REDWOOD RD  
NAPA CA 94558

035-320-004-000  
CHRISTOPHER M BELL  
3425 REDWOOD RD  
NAPA CA 94558

035-320-005-000  
GREGG S & JEAN A BROWNING  
3333 REDWOOD RD  
NAPA CA 94558

035-320-007-000  
JOE & KATHY DEMAGGIO  
30 BEL AIR CT  
MEDFORD OR 97504-9354

035-320-008-000  
NANCY L RYAN TR ETAL  
46 RIDGE RD  
BARRINGTON IL 60010

035-460-001-000  
3211 DRY CREEK LLC  
23141 MORA GLEN RD  
LOS ALTOS HILLS CA 94024

035-460-005-000  
BRIAN R & CAMILLE D KING TR  
3181 DRY CREEK RD  
NAPA CA 94558-9722

035-460-006-000  
LAWRENCE BERNHEIM ETAL  
3177 DRY CREEK RD  
NAPA CA 94558-9722

035-460-007-000  
NORMAN AND  
BETTY G SPARBY TR  
652 SPRING ST  
SANTA CRUZ CA 95060

035-460-015-000  
JULIE ANN & JOEL H RHORER  
3534 REDWOOD RD  
NAPA CA 94558-9546

035-460-016-000  
CHARLENE KEPHART TR  
108 CABANA DR  
NAPA CA 94558

035-460-021-000  
JEFFREY L ATLAS TR  
1075 LOMBARD ST  
SAN FRANCISCO CA 94109

035-460-022-000  
SQUIRREL HILL VINEYARDS LLC  
73 LUKE DR  
NAPA CA 94558

035-460-023-000  
NAPA WEST LLC  
6929 N HAYDEN RD STE C4-503  
SCOTTSDALE AZ 85250

035-460-024-000  
PAUL K ROWE  
840 PARK AVE #4-B  
NEW YORK NY 10021-1847

035-460-032-000  
RACHEL ALLEN  
6730 MEADOW RD  
DALLAS TX 75230-5230

035-460-033-000  
P & L INVESTMENTS LLC  
2211 E CAMELBACK RD UNIT #204  
PHOENIX AZ 85016

035-460-034-000  
PATRICIA DAMERY TR  
3185 DRY CREEK RD  
NAPA CA 94558-9722

035-460-035-000  
DRY CREEK CEMETERY ASSOCIATION  
4132 LAKEVIEW DR  
PLACERVILLE CA 95667

035-460-036-000  
BEE CREEK VINEYARDS LLC  
4112 BEE CREEK RD  
SPICEWOOD TX 78669

035-460-037-000  
BEE CREEK VINEYARDS LLC  
4112 BEE CREEK RD  
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035-470-003-000  
GLENN E JACKSON &  
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3112 DRY CREEK RD  
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035-470-004-000  
LAZARE VINEYARDS LLC  
3102 DRY CREEK RD  
NAPA CA 94558

035-470-014-000  
CAROL BRODMAN TR ETAL  
PO BOX 4200  
NAPA CA 94558

035-470-019-000  
SAVERIO &  
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035-470-021-000  
H JOHN & PATRICIA C JANSEN TR  
511 ALPINE VIEW DRIVE  
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MENLO PARK CA 94025-4241

035-470-024-000  
MICHAEL ANTHONY &  
KAYLA MICHELLE MACHADO  
88 KING ST #123  
SAN FRANCISCO CA 94107

035-470-025-000  
JOSE M CORNEJO ROSSI &  
CATHERINE RITA COLL CORNEJO  
3164 DRY CREEK RD  
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035-470-035-000  
GENE & PAULA J KELLY TR  
4900 LINDA VISTA AVE  
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STEVEN P & ELIZABETH V MOULDS TR  
3075 DRY CREEK RD  
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BECKSTOFFER VINEYARDS XV LLC  
PO BOX 405  
RUTHERFORD CA 94573

035-470-042-000  
CLARK M GLASSON TR  
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NAPA CA 94558

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STEVE C & JUDITH D PADIS  
888 BRANNAN STREET STE 128  
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035-010-054-000  
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NAPA CA 94558

035-090-001-000  
DOTIA W SCRIVEN TR  
3440 REDWOOD RD  
NAPA CA 94558-9545

035-090-002-000  
INGA KULBERG TESLER &  
ROBERT SCOTT TR  
3400 REDWOOD RD  
NAPA CA 94558

035-090-003-000  
D RUSSELL AND  
HILDEGARD M GUNN  
3360 REDWOOD RD  
NAPA CA 94558-9544

035-090-004-000  
DAVID S & SHANA M GRAHAM  
3340 REDWOOD RD  
NAPA CA 94558

035-090-005-000  
HAROLD HENRY DAVIS  
3334 REDWOOD RD  
NAPA CA 94558

035-090-007-000  
DAVID B WATERMAN ETAL  
3330 REDWOOD RD  
NAPA CA 94558

035-090-008-000  
ROBERT P HAINEY TR  
PO BOX 2776  
NAPA CA 94558-0277

035-120-036-000  
GRR VINEYARD LLC ETAL  
221 DEVLIN RD  
NAPA CA 94558

035-320-002-000  
TIMOTHY J WHITE &  
HIDI R SOBELMAN TR  
3435 REDWOOD RD  
NAPA CA 94558-9545

035-320-003-000  
TIMOTHY J WHITE &  
HIDI R SOBELMAN TR  
3435 REDWOOD RD  
NAPA CA 94558

035-320-004-000  
CHRISTOPHER M BELL  
3425 REDWOOD RD  
NAPA CA 94558

035-320-005-000  
GREGG S & JEAN A BROWNING  
3333 REDWOOD RD  
NAPA CA 94558

035-320-007-000  
JOE & KATHY DEMAGGIO  
30 BEL AIR CT  
MEDFORD OR 97504-9354

035-320-008-000  
NANCY L RYAN TR ETAL  
46 RIDGE RD  
BARRINGTON IL 60010

035-460-001-000  
3211 DRY CREEK LLC  
23141 MORA GLEN RD  
LOS ALTOS HILLS CA 94024

035-460-005-000  
BRIAN R & CAMILLE D KING TR  
3181 DRY CREEK RD  
NAPA CA 94558-9722

035-460-006-000  
LAWRENCE BERNHEIM ETAL  
3177 DRY CREEK RD  
NAPA CA 94558-9722

035-460-007-000  
NORMAN AND  
BETTY G SPARBY TR  
652 SPRING ST  
SANTA CRUZ CA 95060

035-460-015-000  
JULIE ANN & JOEL H RHORER  
3534 REDWOOD RD  
NAPA CA 94558-9546

035-460-016-000  
CHARLENE KEPHART TR  
108 CABANA DR  
NAPA CA 94558

035-460-021-000  
JEFFREY L ATLAS TR  
1075 LOMBARD ST  
SAN FRANCISCO CA 94109

035-460-022-000  
SQUIRREL HILL VINEYARDS LLC  
73 LUKE DR  
NAPA CA 94558

035-460-023-000  
NAPA WEST LLC  
6929 N HAYDEN RD STE C4-503  
SCOTTSDALE AZ 85250

035-460-024-000  
PAUL K ROWE  
840 PARK AVE #4-B  
NEW YORK NY 10021-1847

035-460-032-000  
RACHEL ALLEN  
6730 MEADOW RD  
DALLAS TX 75230-5230

035-460-033-000  
P & L INVESTMENTS LLC  
2211 E CAMELBACK RD UNIT #204  
PHOENIX AZ 85016

035-460-034-000  
PATRICIA DAMERY TR  
3185 DRY CREEK RD  
NAPA CA 94558-9722

035-460-035-000  
DRY CREEK CEMETERY ASSOCIATION  
4132 LAKEVIEW DR  
PLACERVILLE CA 95667

035-460-036-000  
BEE CREEK VINEYARDS LLC  
4112 BEE CREEK RD  
SPICEWOOD TX 78669

035-460-037-000  
BEE CREEK VINEYARDS LLC  
4112 BEE CREEK RD  
SPICEWOOD TX 78669

035-470-003-000  
GLENN E JACKSON &  
ROBIN L LABRIE-JACKSON TR  
3112 DRY CREEK RD  
NAPA CA 94558-9722

035-470-004-000  
LAZARE VINEYARDS LLC  
3102 DRY CREEK RD  
NAPA CA 94558

035-470-014-000  
CAROL BRODMAN TR ETAL  
PO BOX 4200  
NAPA CA 94558

035-470-019-000  
SAVERIO &  
KARIE WOODS NUCCIO TR  
3452 REDWOOD RD  
NAPA CA 94558-9545

035-470-021-000  
H JOHN & PATRICIA C JANSEN TR  
511 ALPINE VIEW DRIVE  
INCLINE VILLAGE NV 89451

035-470-022-000  
CAROL BRODMAN TR ETAL  
PO BOX 4200  
NAPA CA 94558

035-470-023-000  
JOSEPH J & ERIN M ANDRE  
1330 UNIVERSITY DR APT 33  
MENLO PARK CA 94025-4241

035-470-024-000  
MICHAEL ANTHONY &  
KAYLA MICHELLE MACHADO  
88 KING ST #123  
SAN FRANCISCO CA 94107

035-470-025-000  
JOSE M CORNEJO ROSSI &  
CATHERINE RITA COLL CORNEJO  
3164 DRY CREEK RD  
NAPA CA 94558

035-470-035-000  
GENE & PAULA J KELLY TR  
4900 LINDA VISTA AVE  
NAPA CA 94558

035-470-037-000  
STEVEN P & ELIZABETH V MOULDS TR  
3075 DRY CREEK RD  
NAPA CA 94558

035-470-039-000  
BECKSTOFFER VINEYARDS XV LLC  
PO BOX 405  
RUTHERFORD CA 94573

035-470-042-000  
CLARK M GLASSON TR  
PO BOX 3747  
NAPA CA 94558

035-470-044-000  
STEVE C & JUDITH D PADIS  
888 BRANNAN STREET STE 128  
SAN FRANCISCO CA 94103

035-010-054-000  
WOOLLS RANCH LLC  
PO BOX 923  
ANGWIN CA 94508

035-010-055-000  
JANET SULLENGER SUC TR  
4160 SUISUN VALLEY RD BOX E338  
FAIRFIELD CA 94534

035-010-056-000  
JANET SULLENGER SUC TR  
4160 SUISUN VALLEY RD BOX E338  
FAIRFIELD CA 94534

035-031-012-000  
LOUISA W WARD TR  
1285 ORCHARD AVE  
NAPA CA 94558-9401

035-031-013-000  
WILLIAM T & CLAUDIA JO HANNA TR  
1240 ORCHARD AVE  
NAPA CA 94558

035-090-001-000  
DOTIA W SCRIVEN TR  
3440 REDWOOD RD  
NAPA CA 94558-9545

035-090-002-000  
INGA KULBERG TESLER &  
ROBERT SCOTT TR  
3400 REDWOOD RD  
NAPA CA 94558

035-090-003-000  
D RUSSELL AND  
HILDEGARD M GUNN  
3360 REDWOOD RD  
NAPA CA 94558-9544

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HIDI R SOBELMAN TR  
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3425 REDWOOD RD  
NAPA CA 94558

035-320-005-000  
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NAPA CA 94558

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3211 DRY CREEK LLC  
23141 MORA GLEN RD  
LOS ALTOS HILLS CA 94024

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NAPA CA 94558-9722

035-460-006-000  
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3177 DRY CREEK RD  
NAPA CA 94558-9722

035-460-007-000  
NORMAN AND  
BETTY G SPARBY TR  
652 SPRING ST  
SANTA CRUZ CA 95060

035-460-015-000  
JULIE ANN & JOEL H RHORER  
3534 REDWOOD RD  
NAPA CA 94558-9546

035-460-016-000  
CHARLENE KEPHART TR  
108 CABANA DR  
NAPA CA 94558

035-460-021-000  
JEFFREY L ATLAS TR  
1075 LOMBARD ST  
SAN FRANCISCO CA 94109

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73 LUKE DR  
NAPA CA 94558

035-460-023-000  
NAPA WEST LLC  
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SCOTTSDALE AZ 85250

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NEW YORK NY 10021-1847

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DALLAS TX 75230-5230

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2211 E CAMELBACK RD UNIT #204  
PHOENIX AZ 85016

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035-470-004-000  
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035-470-019-000  
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KARIE WOODS NUCCIO TR  
3452 REDWOOD RD  
NAPA CA 94558-9545

035-470-021-000  
H JOHN & PATRICIA C JANSEN TR  
511 ALPINE VIEW DRIVE  
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035-470-022-000  
CAROL BRODMAN TR ETAL  
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035-470-023-000  
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1330 UNIVERSITY DR APT 33  
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MICHAEL ANTHONY &  
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035-470-025-000  
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CATHERINE RITA COLL CORNEJO  
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NAPA CA 94558

035-470-035-000  
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4900 LINDA VISTA AVE  
NAPA CA 94558

035-470-037-000  
STEVEN P & ELIZABETH V MOULDS TR  
3075 DRY CREEK RD  
NAPA CA 94558

035-470-039-000  
BECKSTOFFER VINEYARDS XV LLC  
PO BOX 405  
RUTHERFORD CA 94573

035-470-042-000  
CLARK M GLASSON TR  
PO BOX 3747  
NAPA CA 94558

035-470-044-000  
STEVE C & JUDITH D PADIS  
888 BRANNAN STREET STE 128  
SAN FRANCISCO CA 94103



COUNTY ASSESSOR'S PARCEL MAP

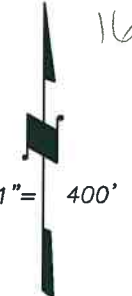
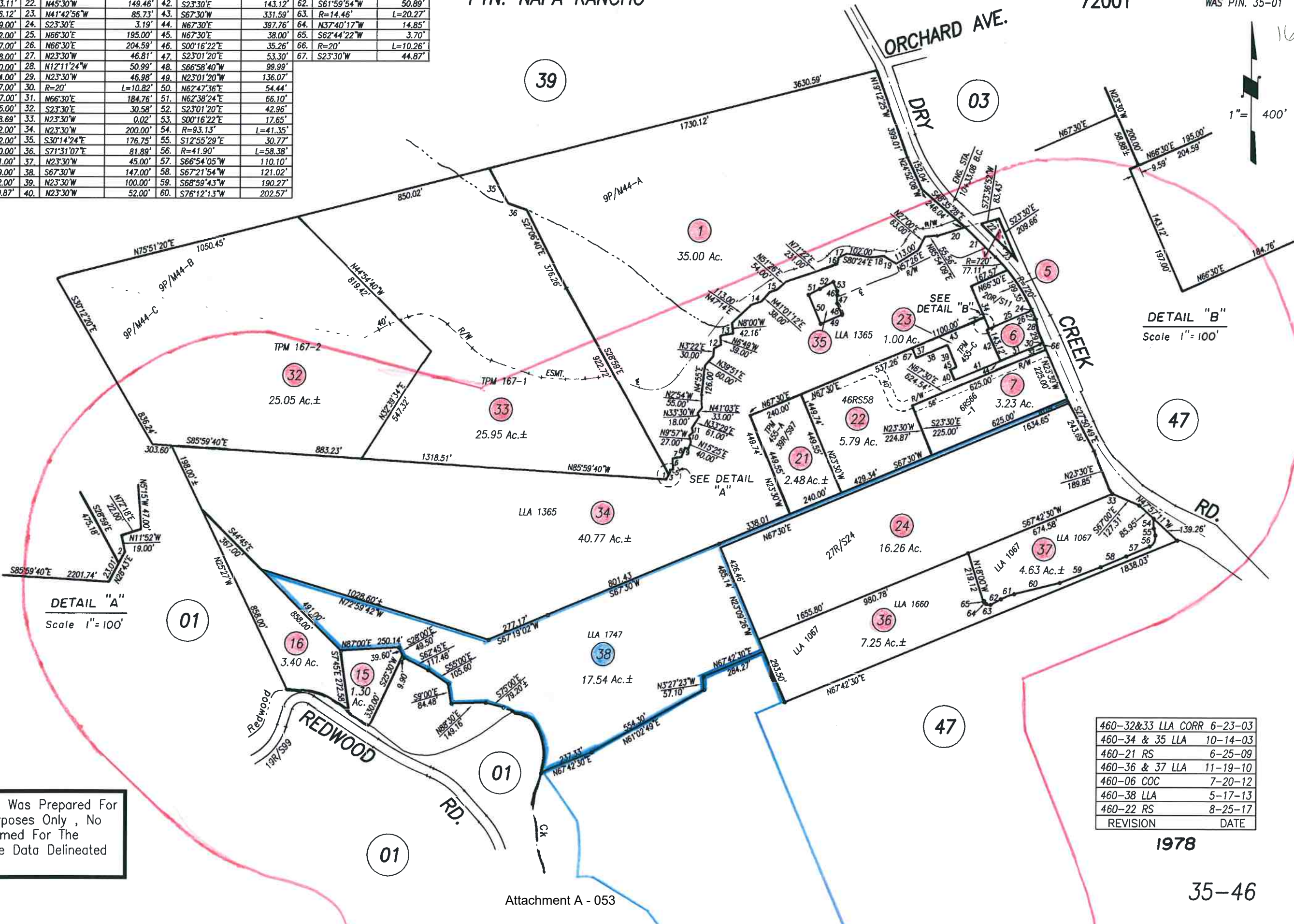
PTN. NAPA RANCHO

Tax Area Code  
72001

35-46

WAS PTN. 35-01

1. S28°43'W	23.01'	21. N45°30'W	182.88'	41. S67°30'W	213.00'	61. R=247.80'	L=61.44'
2. N28°43'E	13.11'	22. N45°30'W	149.46'	42. S23°30'E	143.12'	62. S61°59'54"W	50.89'
3. N28°43'E	36.12'	23. N41°42'56"W	85.73'	43. S67°30'W	331.59'	63. R=14.46'	L=20.27'
4. N11°52'W	19.00'	24. S23°30'E	3.19'	44. N67°30'E	397.76'	64. N37°40'17"W	14.85'
5. N72°18'E	22.00'	25. N66°30'E	195.00'	45. N67°30'E	38.00'	65. S62°44'22"W	3.70'
6. N05°15'W	47.00'	26. N66°30'E	204.59'	46. S00°16'22"E	35.26'	66. R=20'	L=10.26'
7. N81°14'E	38.00'	27. N23°30'W	46.81'	47. S23°01'20"E	53.30'	67. S23°30'W	44.87'
8. N20°13'E	40.00'	28. N12°11'24"W	50.99'	48. S66°58'40"W	99.99'		
9. S73°50'E	14.00'	29. N23°30'W	46.98'	49. N23°01'20"W	136.07'		
10. N55°32'E	17.00'	30. R=20'	L=10.82'	50. N62°47'36"E	54.44'		
11. N15°36'W	17.00'	31. N66°30'E	184.76'	51. N62°38'24"E	66.10'		
12. N60°00'E	35.00'	32. S23°30'E	30.58'	52. S23°01'20"E	42.96'		
13. N78°10'E	58.69'	33. N23°30'W	0.02'	53. S00°16'22"E	17.65'		
14. N68°40'E	42.00'	34. N23°30'W	200.00'	54. R=93.13'	L=41.35'		
15. N77°24'E	42.00'	35. S30°14'24"E	176.75'	55. S12°55'29"E	30.77'		
16. N13°33'W	30.00'	36. S71°31'07"E	81.89'	56. R=41.90'	L=58.38'		
17. N66°40'E	41.00'	37. N23°30'W	45.00'	57. S66°54'05"W	110.10'		
18. N85°13'E	59.00'	38. S67°30'W	147.00'	58. S67°21'54"W	121.02'		
19. S59°53'E	62.00'	39. N23°30'W	100.00'	59. S68°59'43"W	190.27'		
20. N73°34'27"E	120.87'	40. N23°30'W	52.00'	60. S76°12'13"W	202.57'		



DETAIL "B"  
Scale 1"=100'

DETAIL "A"  
Scale 1"=100'

460-32&33 LLA CORR	6-23-03
460-34 & 35 LLA	10-14-03
460-21 RS	6-25-09
460-36 & 37 LLA	11-19-10
460-06 COC	7-20-12
460-38 LLA	5-17-13
460-22 RS	8-25-17
REVISION	DATE

1978

35-46

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

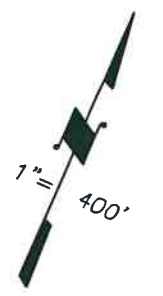
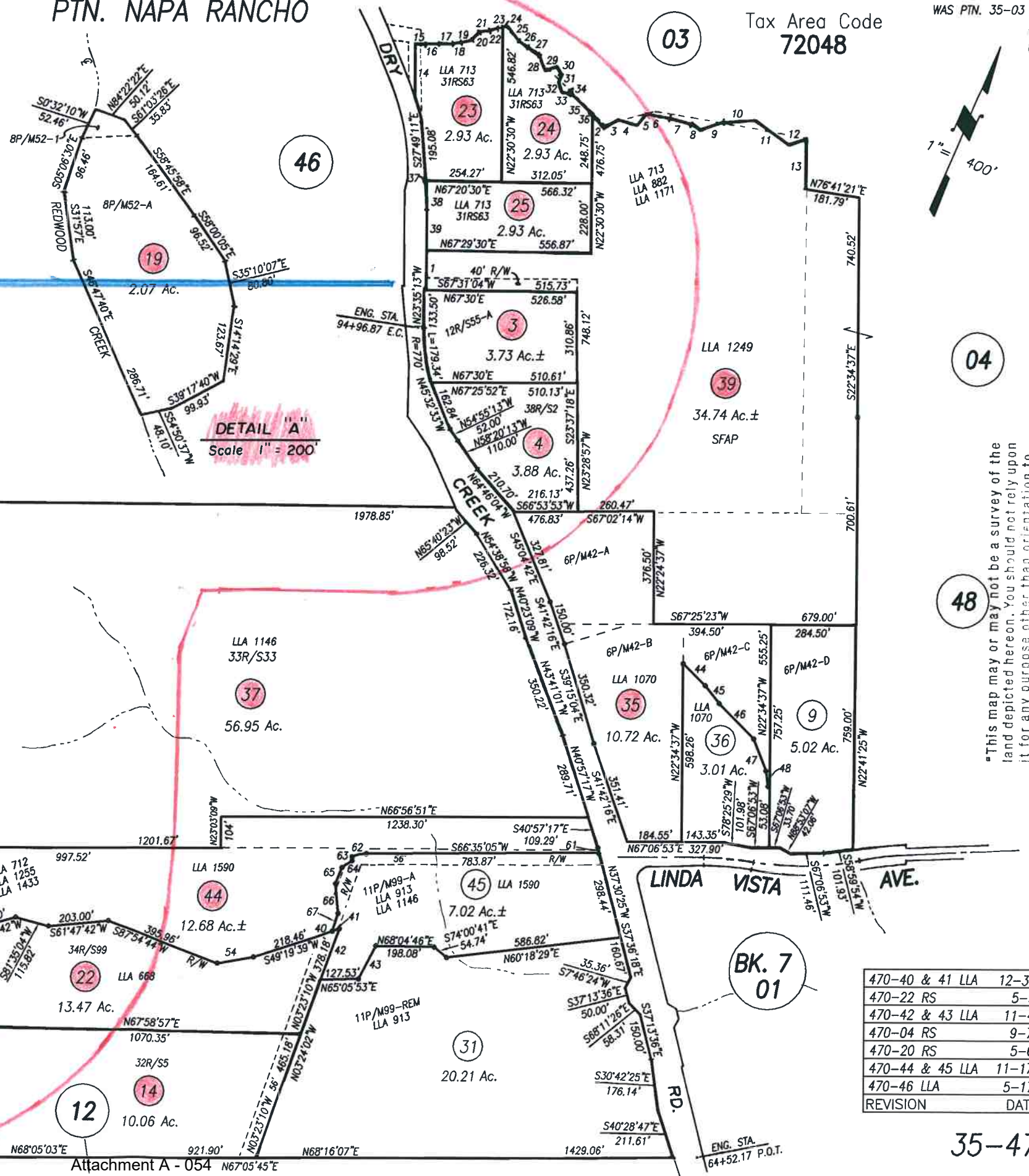
PTN. NAPA RANCHO

35-47

WAS PTN. 35-03

Tax Area Code  
72048

1. N23°31'41"W	131.80'	29. S44°36'42"W	40.89'	57. N54°17'43"W	78.04'
2. N73°24'21"W	69.07'	30. N49°46'51"W	31.67'	58. N00°21'42"E	20.11'
3. S36°50'12"W	56.23'	31. N07°13'53"W	28.39'	59. N35°55'19"W	101.05'
4. S82°38'12"W	71.48'	32. N32°25'27"W	33.93'	60. N29°21'43"W	44.54'
5. S17°44'08"W	44.74'	33. S77°43'52"W	30.74'	61. S37°30'25"E	11.87'
6. S77°13'29"W	81.02'	34. S76°12'19"W	7.50'	62. R=120'	L=49.27'
7. S81°41'42"W	71.85'	35. N68°00'45"W	101.52'	63. S21°36'12"E	13.73'
8. N79°07'20"W	39.63'	36. N73°24'21"W	1.60'	64. S32°45'08"W	40.85'
9. S49°26'46"W	73.13'	37. N27°49'11"W	5.47'	65. S01°49'55"E	58.60'
10. S63°36'26"W	107.08'	38. N26°23'3"W	100.13'	66. S28°06'30"E	100.11'
11. N78°04'31"W	146.39'	39. N23°31'41"W	122.67'	67. S05°39'23"E	63.35'
12. S46°28'26"W	56.79'	40. S47°19'39"W	62.15'		
13. N22°31'53"W	175.16'	41. N47°19'39"E	25.05'		
14. S23°31'41"E	269.03'	42. S03°18'09"E	183.55'		
15. S72°34'35"W	14.22'	43. N04°35'53"E	125.87'		
16. S63°35'45"W	42.91'	44. S68°29'17"E	105.78'		
17. N64°46'06"W	45.55'	45. S61°28'30"E	76.97'		
18. S47°58'54"W	23.58'	46. S67°26'08"E	167.44'		
19. S48°54'15"W	40.62'	47. S44°15'52"E	115.32'		
20. S16°12'36"W	34.42'	48. S31°25'44"E	59.81'		
21. S50°16'22"W	78.63'	49. S18°47'37"E	83.59'		
22. S02°49'18"E	40.32'	50. N33°04'40"E	86.39'		
23. S47°31'53"W	19.75'	51. N31°15'E	154.00'		
24. S47°31'53"W	18.64'	52. N33°04'48"E	89.90'		
25. N58°16'12"W	63.89'	53. N48°02'38"W	160.45'		
26. N84°19'14"W	34.96'	54. S57°22'43"W	124.00'		
27. N76°33'27"W	55.43'	55. S33°55'38"W	95.88'		
28. N41°40'47"W	56.45'	56. N33°05'41"W	75.64'		



"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. PLACER TITLE COMPANY, expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map."

Assessor of Napa County 1978

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

470-40 & 41 LLA	12-31-01
470-22 RS	5-9-02
470-42 & 43 LLA	11-4-05
470-04 RS	9-7-06
470-20 RS	5-6-08
470-44 & 45 LLA	11-17-08
470-46 LLA	5-17-13
REVISION	DATE

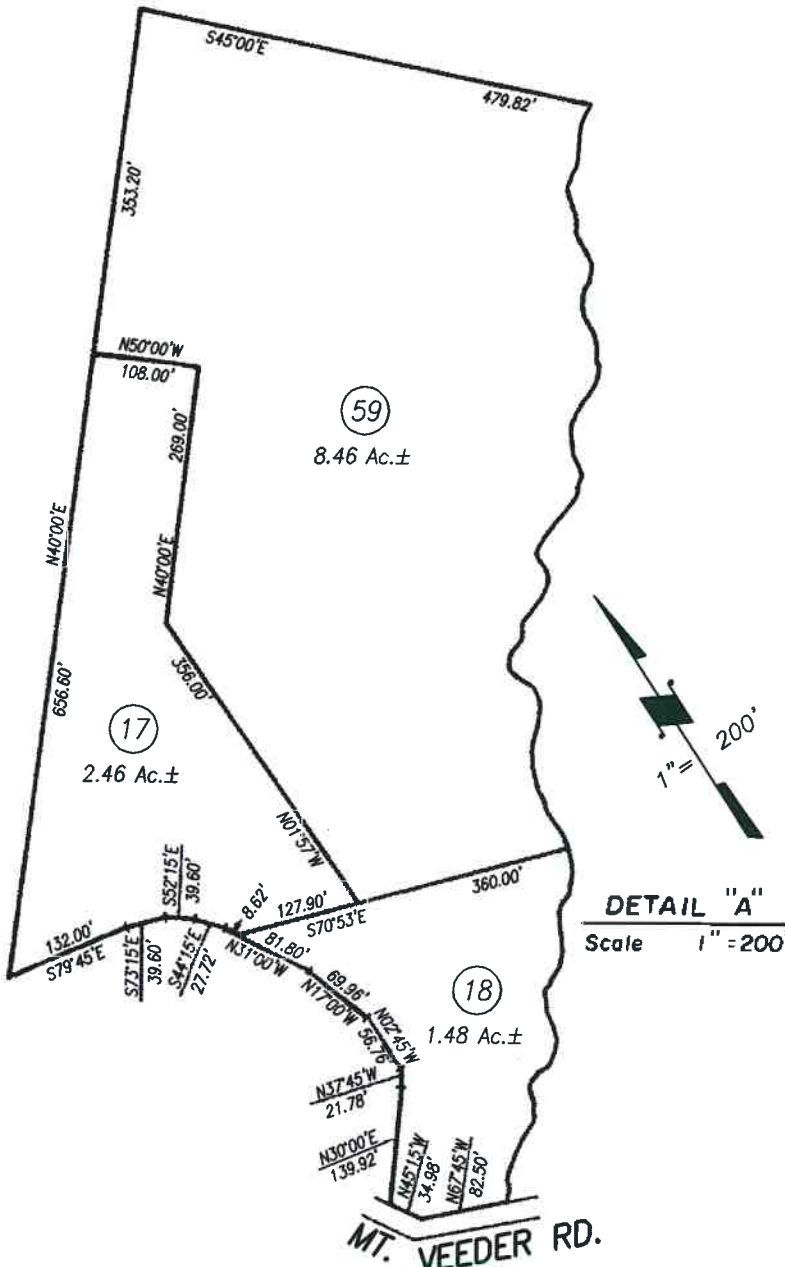
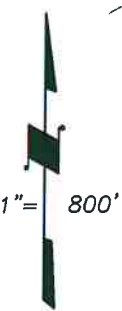
35-47



COUNTY ASSESSOR'S PARCEL MAP  
PTN. NAPA RANCHO

35-01

Tax Area Code  
72021  
72045  
72048

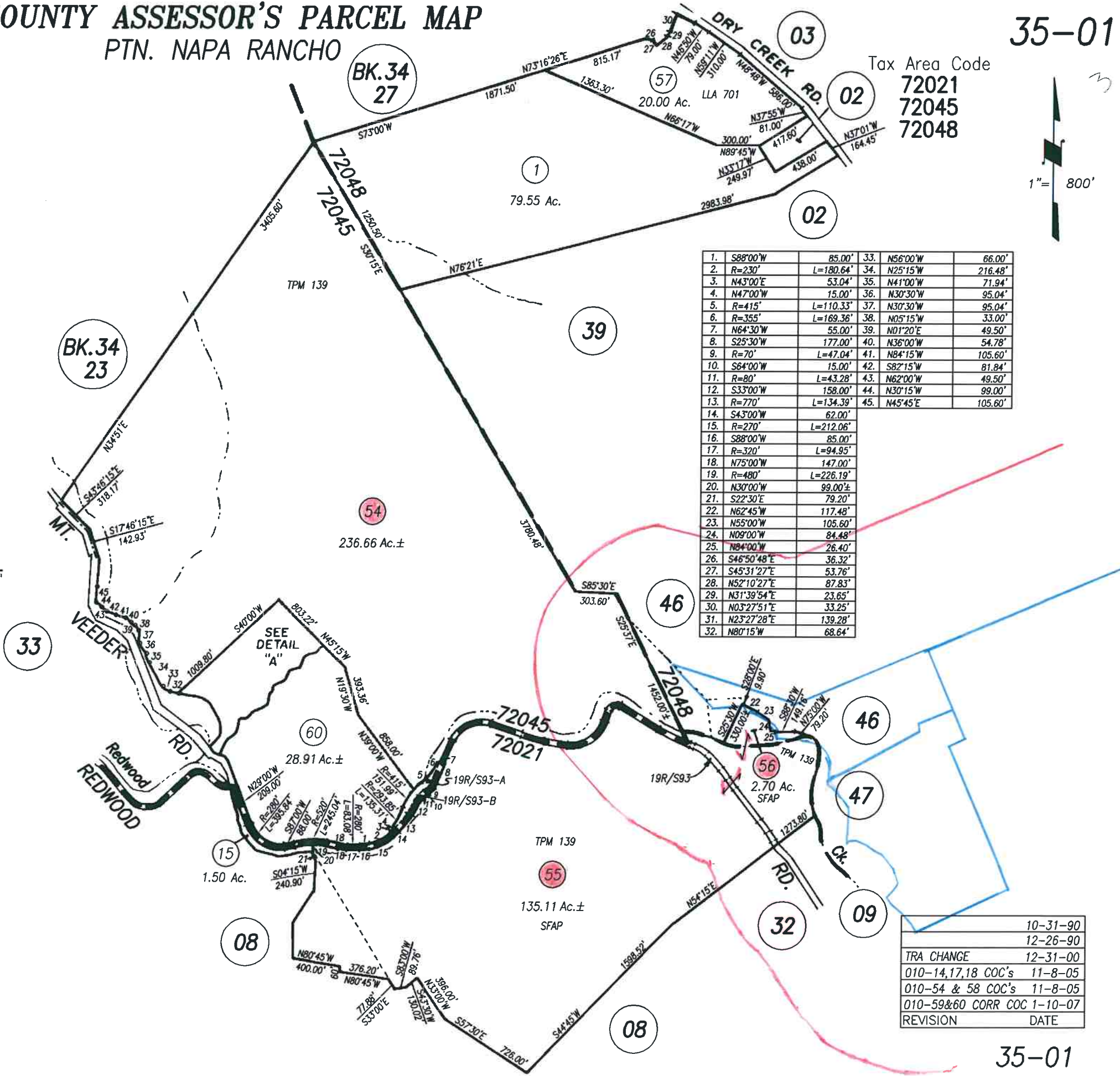


DETAIL "A"  
Scale 1" = 200'

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1978  
Assessor of Napa County (Retraced 1981)

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



1.	S88°00'W	85.00'	33.	N56°00'W	66.00'
2.	R=230'	L=180.64'	34.	N25°15'W	216.48'
3.	N43°00'E	53.04'	35.	N41°00'W	71.94'
4.	N47°00'W	15.00'	36.	N30°30'W	95.04'
5.	R=415'	L=110.33'	37.	N30°30'W	95.04'
6.	R=355'	L=169.36'	38.	N05°15'W	33.00'
7.	N64°30'W	55.00'	39.	N01°20'E	49.50'
8.	S25°30'W	177.00'	40.	N36°00'W	54.78'
9.	R=70'	L=47.04'	41.	N84°15'W	105.60'
10.	S64°00'W	15.00'	42.	S82°15'W	81.84'
11.	R=80'	L=43.28'	43.	N62°00'W	49.50'
12.	S33°00'W	158.00'	44.	N30°15'W	99.00'
13.	R=770'	L=134.39'	45.	N45°45'E	105.60'
14.	S43°00'W	62.00'			
15.	R=270'	L=212.06'			
16.	S88°00'W	85.00'			
17.	R=320'	L=94.95'			
18.	N75°00'W	147.00'			
19.	R=480'	L=226.19'			
20.	N30°00'W	99.00'			
21.	S22°30'E	79.20'			
22.	N62°45'W	117.48'			
23.	N55°00'W	105.60'			
24.	N09°00'W	84.48'			
25.	N84°00'W	26.40'			
26.	S46°50'48"E	36.32'			
27.	S45°31'27"E	53.76'			
28.	N52°10'27"E	87.83'			
29.	N31°39'54"E	23.65'			
30.	N03°27'51"E	33.25'			
31.	N23°27'28"E	139.28'			
32.	N80°15'W	68.64'			

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

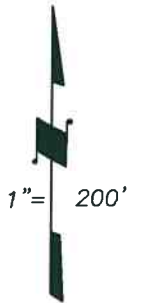
35-01



# POR. NAPA RANCHO

Tax Area Code  
72021

35-09



\*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. PLACER TITLE COMPANY, 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.

	1-18-78
090-05 RS	12-27-04
REVISION	DATE

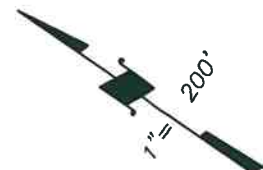
# COUNTY ASSESSOR'S PARCEL MAP

## PTN. NAPA RANCHO

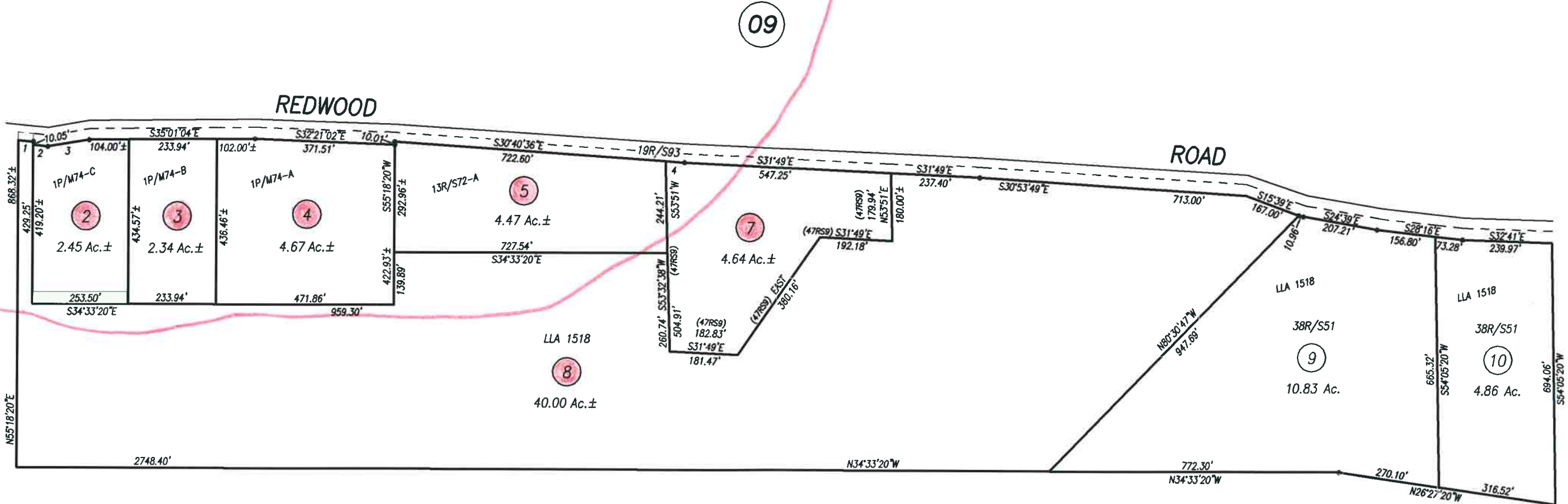
Tax Area Code  
72001

35-32

PTN. 35-08



1.	S28°54'E	40.21'
2.	S28°54'E	38.19'
3.	S44°00'59"E	111.60'
4.	S30°40'36"E	50.49'



"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. PLACER TITLE COMPANY, 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.

	10-21-80
320-01 COC	3-3-04
320-8,9,10 LLA	6-4-07
320-9 & 10 RS	7-6-07
PTN 320-08 RS	3-28-18
REVISION	DATE

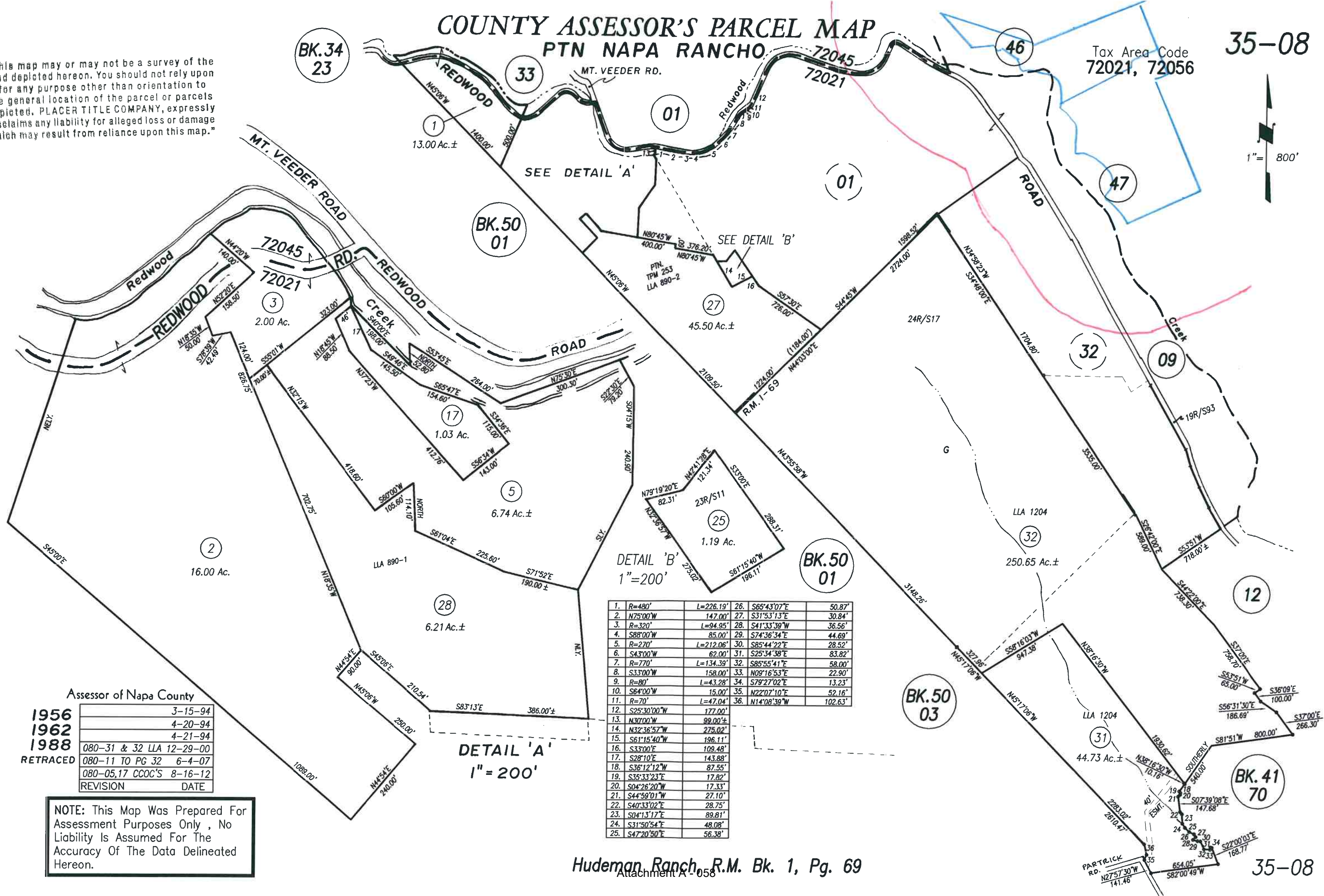
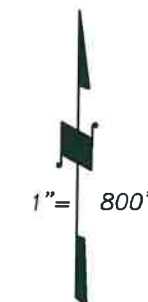
1969

35-32



35-08

Tax Area Code  
**72021, 72056**



***Hudeman Ranch, R.M. Bk. 1, Pg. 69***

35-08

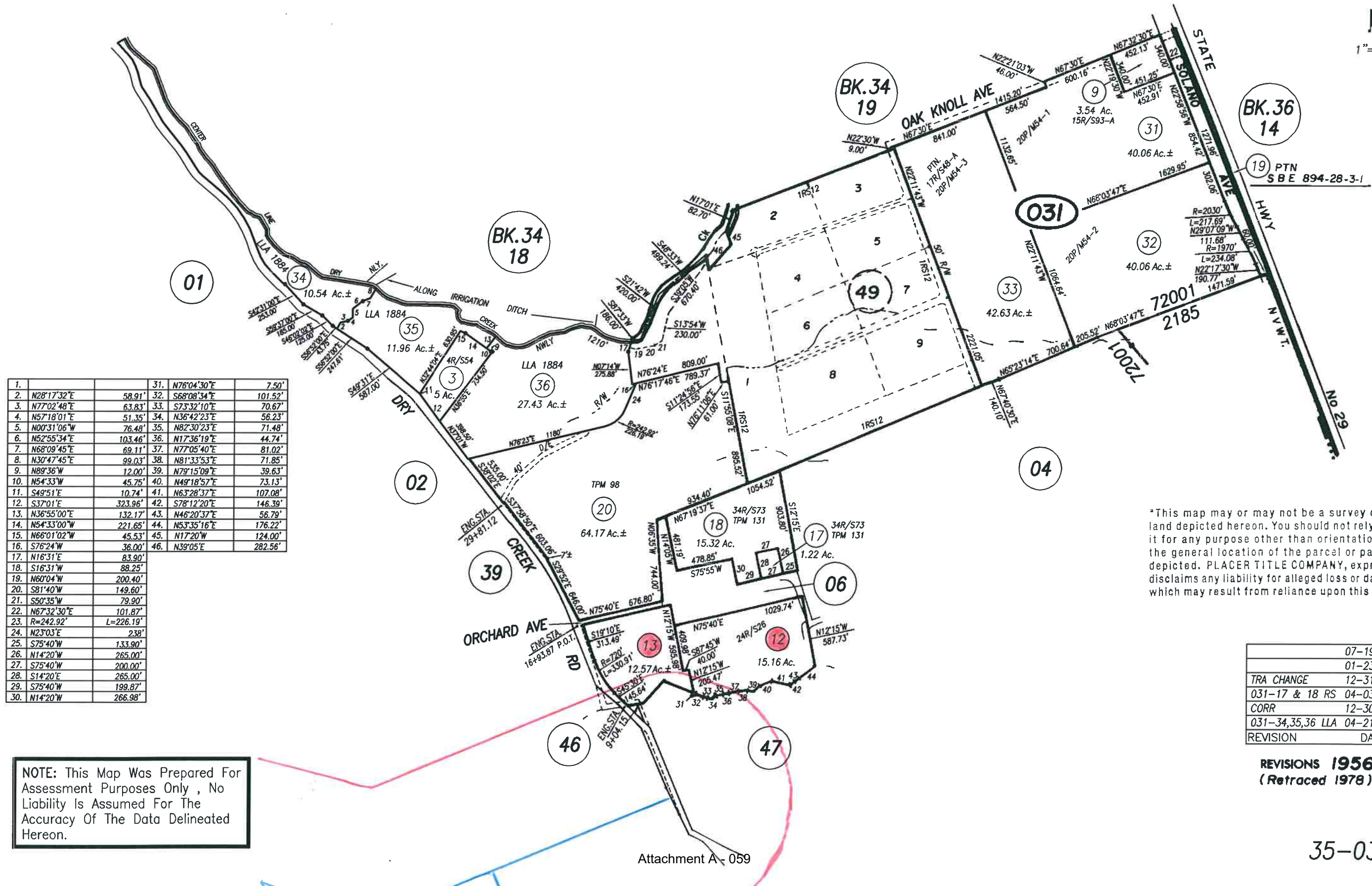
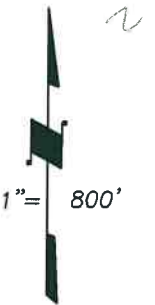


# COUNTY ASSESSOR'S PARCEL MAP

## PTN. NAPA RANCHO

Tax Area Code  
72001

35-03



\*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. PLACER TITLE COMPANY, expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map."

	07-19-88
	01-23-95
TRA CHANGE	12-31-00
031-17 & 18 RS	04-03-02
CORR	12-30-16
031-34,35,36 LLA	04-21-17
REVISION	DATE

REVISIONS 1956  
(Retraced 1978)

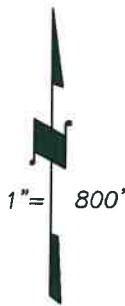
35-03



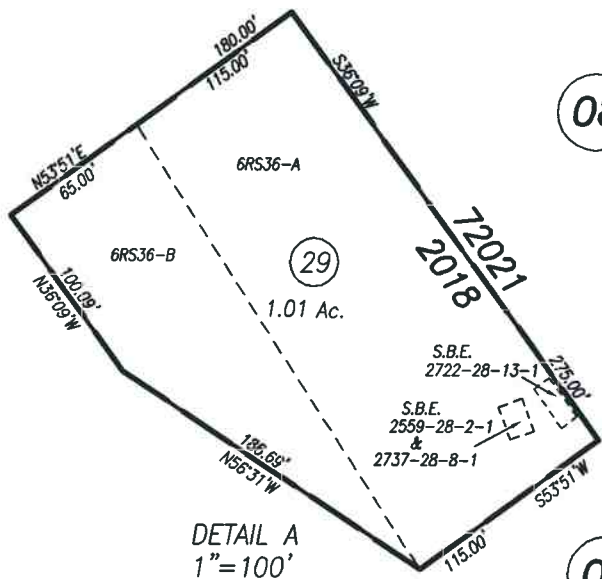
COUNTY ASSESSOR'S PARCEL MAP  
PTN. NAPA RANCHO

35-12

Tax Area Code  
2007, 2214, 2044, 2018  
72021, 72048



1.	N53°51'E	718.00'±	31.	N37°13'36"W	398.76'
2.	R=570'	L=221.19'	32.	N33°29'13"W	352.75'
3.	N54°55'W	105.53'	33.	N37°13'36"W	346.71'
4.	R=1480'	L=127.00'	34.	N57°00'E	140.60'
5.	N50°00'W	155.66'	35.	S20°00'E	34.60'
6.	R=1434'	L=204.40'	36.	S38°14'45"E	100.09'
7.	R=1380'	L=285.01'	37.	N68°00'E	402.76'
8.	N46°20'W	106.95'			
9.	R=430'	L=198.88'			
10.	N19°50'W	217.82'			
11.	R=1020'	L=298.19'			
12.	N36°35'W	74.06'			
13.	R=330'	L=42.00'±			
14.	R=370'	L=41.94'			
15.	N36°35'W	74.06'			
16.	R=980'	L=286.50'			
17.	N19°50'W	217.82'			
18.	R=470'	L=217.38'			
19.	N46°20'W	106.95'			
20.	R=1420'	L=293.27'			
21.	R=1394'	L=198.69'			
22.	N50°00'W	155.66'			
23.	R=1520'	L=130.43'			
24.	N54°55'W	105.53'			
25.	R=530'	L=205.66'			
26.	N53°51'E	159.97'			
27.	N04°29'29"W	83.52'			
28.	N37°13'36"W	165.35'			
29.	N50°57'47"W	231.62'			
30.	N39°08'09"W	300.17'			



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

SFAP = Separated For Assessment Purposes Attachment A - 060

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Assessor of Napa County	
1977	5-25-95
120-28,34,35,36 TRA	12-31-00
120-29 SBE LSE	4-26-02
120-29 SBE LSE	11-21-02
120-29 SBE LSE	12-31-03
120-30 ESMT	12-21-04
120-30 COC	5-2-07
REVISION	DATE

35-12



A Tradition of Stewardship  
A Commitment to Service

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

RECEIVED

MAR - 5 2020

**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:** Patricia Damery

**Telephone #:** (707) 337-9196 **Fax #:** ( ) n/a

**E-Mail Address:** pdamery@patriciadamery.com

**Mailing Address:** 3185 Dry Creek Road, Napa, CA 94558  
No. Street City State Zip

**Status of Appellant's Interest in Property:** Interested person, adjacent property owner; an owner of tree easement project applicant, adjacent property owner, other (describe)

**Action Being Appealed:** see Attachment 1 (1 page attached hereto)

**Permittee Name:** Justin and Julie Arbuckle, Trustees of the Arbuckle Family Trust

**Permittee Address:** 3454 Redwood Road, Napa, CA 94558

**Permit Number:** See Attachment 1 **Date of Decision:** February 5, 2020

**Nature of Permit or Decision:** See Attachment 1

**Reason for Appeal** (Be Specific - If the basis of the appeal will be, in whole or in part, that there was a prejudicial abuse of discretion on the part of the approving authority, that there was a lack of a fair and impartial hearing, or that no facts were presented to the approving authority that support the decision, **factual or legal basis for such grounds of appeal must be expressly stated or they are waived.** (attach additional sheet if necessary): See Attachment 2 (14 pages attached hereto)

**Project Site Address/Location:** 3454 Redwood Road, Napa, CA 94558 and 3123 Dry Creek Road, Napa, CA 94558  
Street City State Zip

**Assessor's Parcel No.:** APN 035-470-046 and APN 035-460-038

**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).**

Patricia Damery March 5, 2020 Patricia Damery  
Signature of Appellant Date Print Name

TO BE COMPLETED BY CLERK OF THE BOARD

Appeal Packet Fee \$ 491.78 Receipt No. 497037  
Received by: [Signature] Date: 3/5/2020

## **ATTACHMENT 1**

To Appeal by Patricia Damery of Planning Commission February 5, 2020 approval of  
USE PERMIT MODIFICATION #P14-00320-MOD, VARIANCE #P14-00321-VAR, VIEWSHED,  
EXCEPTION TO THE NAPA COUNTY ROAD AND STREET STANDARDS AND  
AGRICULTURAL EROSION CONTROL PLAN #P14-00322-ECPA

### ACTION BEING APPEALED:

Planning Commission February 5, 2020 approval of USE PERMIT MODIFICATION #P14-00320-MOD,  
VARIANCE #P14-00321-VAR, VIEWSHED, EXCEPTION TO THE NAPA COUNTY ROAD AND STREET  
STANDARDS AND AGRICULTURAL EROSION CONTROL PLAN #P14-00322-ECPA

### PERMIT NUMBER:

#P14-00320-MOD  
#P14-00321-VAR  
#P14-00322-ECPA

### NATURE OF PERMIT OR DECISION:

Approval of USE PERMIT MODIFICATION #P14-00320-MOD, VARIANCE #P14-00321-VAR, VIEWSHED,  
EXCEPTION TO THE NAPA COUNTY ROAD AND STREET STANDARDS AND AGRICULTURAL EROSION  
CONTROL PLAN #P14-00322-ECPA

///

///

## ATTACHMENT 2

To Appeal by Patricia Damery of Planning Commission February 5, 2020 approval of  
USE PERMIT MODIFICATION #P14-00320-MOD, VARIANCE #P14-00321-VAR, VIEWSHED,  
EXCEPTION TO THE NAPA COUNTY ROAD AND STREET STANDARDS AND  
AGRICULTURAL EROSION CONTROL PLAN #P14-00322-ECPA

### PRELIMINARY MATTER NO. 1– RECUSAL OF SUPERVISOR RYAN GREGORY

Supervisor Ryan Gregory has an inherent common law conflict of interest such that he must recuse himself from participation in any way in the consideration of this and any appeal from the Planning Commission’s decision on the Arbuckle’s Anthem application.

Prior to assuming office, Mr. Gregory was vice-president and owner of the civil engineering firm Sonoma RSA+, Inc. dba RSA+. While Gregory received all income from RSA+ on or prior to December 29, 2016 and prior to assuming public office, he was an officer of the RSA+ corporation and an employee during the development of materials used by the applicant Arbuckles to obtain approval of their permit approvals. RSA+ was retained and performed work on the Anthem project well prior to the time of his assuming office. Examples of RSA+ work in support of the project, all part of the record of the project, include:

- The April 2011 topographical survey prepared by RSA+ relied on in the March 17, 2015 Basic Application for Erosion Control Plan Review submitted for the Anthem Winery by project proponents. [County “I” Agricultural Erosion Control Plan Application and Plans.]
- The December 1, 2015 RSA+ Cave Spoils Placement letter to the County on behalf of the Anthem Winery Use Permit Modification and Vineyard Erosion Control Plan. See [Letter from RSA+ to Donald Barrella re Anthem Winery – APN 035-460-038-000 Cave Spoils Placement]
- The December 2, 2015 RSA+ plans for ANTHEM WINERY SITE AND WINERY LAYOUT PLAN, ANTHEM WINERY DEMOLITION PLAN, ANTHEM WINERY GRADING AND EROSION CONTROL PLAN, ANTHEM WINERY DRIVEWAY PLAN & PROFILE, and ANTHEM WINERY PLAN. [ANTHEM WINERY USE PERMIT PLANS].
- The December 11, 2015 Use Permit Application for the Anthem Winery and its BMP Checklist dated October 4, 2014.

The Mitigated Negative Declaration prepared by the County Planning staff relies in part on the December 1, 2015 RSA+ Cave Spoils Placement Letter and is incorporated into the MND’s conclusion that the Anthem project would not have a significant effect on the environment.

In summary, Supervisor Gregory’s civil engineering firm, RSA+ prepared studies and surveys which ultimately comprise a significant part of the expert work supporting the Anthem application. Mr. Gregory was an owner of the firm and one of its principal officers. He cannot now sit as part of the quasi-judicial body reviewing his firm’s work. *Woody’s Group, Inc. v. City of Newport Beach* (2015) 233



Cal.App. 4th 1012. Mr. Gregory's precommitment based on knowledge of the facts of the Anthem application coupled with his firm's work in its support of the project demonstrate a level of actual bias against its challengers, including Ms. Damery. That bias requires his recusal so as to afford Ms. Damery a fair and unbiased hearing. *BreakZone Billiards v. City of Torrance* (2000) 81 Cal.App.4th 1205.

## **PRELIMINARY MATTER NO. 2 - REQUEST FOR DE NOVO REVIEW AND AUGMENTATION OF THE RECORD**

Napa County Code (NCC) 2.88.090(B) provides, in relevant part, that the chair of the board may authorize de novo review and/or the presentation of additional evidence that could not have been presented at the time of the decision appealed from. Appellant Damery requests that the chair of the board, or the vice chair if the chair is recused, authorize de novo review of the Planning Commission's decision on the Anthem proposal and that she be permitted to augment the record with information that did not exist at the time of the Planning Commission decision. Specifically, the California State Water Resources Board, the Natural Resources Conservation Service, the USGS and the California Department of Fish and Game have yet to issue their findings regarding various aspects of the Anthem project. Each of these agencies will be conducting site visits at least during the month of March 2020 to evaluate their areas of concern, including the effect that the winery expansion and construction, deep-ripping the oak savannah and the destruction of trees within the existing tree easement, will have on erosion and Class II streambeds on Appellant Damery's property. This new information is important to both the fair hearing on the appeal as well as to the County in truly understanding the effects of the Planning Commission's decision on the Anthem application.

## **REASONS FOR APPEAL**

### **1. Derogation of tree easement.**

Appellant Damery is a tree easement owner affected by the Planning Commission's decision to permit destruction of trees within the easement as well as deep ripping the soil in the oak savannah within the tree easement. Tree removal and deep ripping both contribute to erosion from what has become the headwaters of the Class II stream directly below and on Appellant's property. The Planning Commission's approval permits destruction of "the meadow and forest conditions" in the pre-existing tree easement which ensure the health of the easement into the future, all without consideration of the actual terms of the tree easement. The Planning Commission's action permitting tree removal and destruction the young trees will end the ecology of oak woodland, essential for the future of the oak savannah.

The tree easement provides the following which is relevant to this Appeal:

"2. None of the existing mature oak trees located within the Tree Easement Area shall

be removed or excessively cut or pruned unless any such tree dies or becomes incurably diseased or dying.

3. The general intent and purpose of the foregoing restrictive covenants is to reasonably maintain the native forest and meadow conditions within the Tree Easement Area for the

protection and enhancement of the value and amenity of the of the Benefitted Property and for the scenic enjoyment of its owners. These covenants may be expanded, restricted, removed or modified by the execution and recording in the records of the County of Napa.”

The basis offered by County staff for ignoring the terms of easements affected by the project construction and winery/visitation activity is that easement violations are civil matters which the County does not need to resolve in the courts between the parties. The County’s granting permits and permit modifications before those easement disputes are resolved fails to serve the public it is charged with governing. First, it leaves the parties with uncertainty as to the future viability of the permits granted. Second, it exposes the County to suit along with the project proponents, expending unnecessary time, effort and public funds in pursuit of unnecessary litigation. Third, it requires residents with easements to resort to civil litigation, expending their time, effort and personal funds to protect their property interests against encroachment allowed by the County through its permitting process. The more sensible and responsible approach is to require the project proponent and the easement holders to resolve those disputes among themselves before the County accepts an application. In the instant matter, however, Appellant Damery requests that the Board of Supervisors vacate the Planning Commission’s decision and remand the application to the PBES Department until such time as the easement issues have been resolved. Appellant intends to rely on the easement information in the record and augmenting information identified above. A copy of the recorded tree easement is attached as Exhibit 1 in the event it is not yet in the record on this Appeal.

3. Road and Street Standards Exceptions.

County staff recognize the existing ingress and egress are unsafe. Granting exceptions to the Road and Street Standards increases the danger to the public under normal circumstances but especially during an emergency such as a fire. At hearing, after the close of public comment, County Planner Charlene Gallina committed to writing, as a mitigation, a procedure for safe evacuation in the event of an emergency. This post-public hearing mitigation measure deprived the public of its right to comment. It is the responsibility of the Applicant, not the County, to provide a suitable emergency evacuation procedure. Use of County staff to perform work for the Applicant is inappropriate as a gift of public funds and compromises the integrity of the County as the reviewer and approving body of the Applicant’s submittal. Beyond these issues, there is no evidence in the record of the qualifications of Ms. Gallina to compose an effective procedure. There is no evidence in the record of the number of contracted temporary workers who would be staffing the now-permitted events and how they, unknown to the Applicant until the day of or day before an event would ever be trained in the Planner-drafted emergency evacuation procedure. Given the intricacies of moving large numbers of vehicles out while emergency vehicles respond on the limited ingress and egress, the County’s approval of the project without appropriate access roads and without a real, workable plan to move vehicles in and out in an emergency endangers the public as well as the Applicant and must not be condoned by the County. Moreover, the resolution of the ingress and egress must not be to shovel the traffic to the Redwood Road exit thus burdening other residents. The answer is to deny the application as a project simply in the wrong place.

4. Water availability and erosion control plan.

The area of the Anthem project has highly interdependent wells. Many residents have historically experienced wells going dry or having diminished yield coincident with new or deepening of nearby wells as well as increased water usage. The Anthem project approval guarantees increased winery water usage, increased visitation water usage and at the same time increased vineyard. This trifecta has a high probability of decreasing water availability for neighbors. The County has an obligation to do its utmost to protect the health, safety and welfare of each resident. The Planning Commission's approval of the Anthem winery and erosion control plan at the same time ignores its responsibility to all residents. At the very least, the Planning Commission should have held in abeyance its approval of the erosion control plan for a period of at least three years. This would have allowed this sensitive area to demonstrate its capacity to support the increased water usage of the winery and its associated tourism before layering on the increased water usage of expanded vineyard.

With the passage of the Sustainable Groundwater Management Act and the Department of Water Resources denial of the County's Alternative Plan, the County is responsible for managing its groundwater. Setting aside the legal issues of the Board of Supervisors designating itself in this instance as the board of its Groundwater Sustainability Agency, the GSA is responsible for management of Basin II described by the Department of Water Resources Bulletin 119. The Anthem project lies outside this area; the Appellant's property lies within it. The result is that the Anthem project will not be monitored by the GSA. Self-reported water usage and County well monitoring are unrealistic at best and reckless at worst in protecting the interests of the area affected by the Project

5. Earthquake fault line.

There was inadequate evidence before the Planning Commission to ensure the safety of the cave construction. The 29,000 square foot cave will be the 16<sup>th</sup> largest cave in Napa County. The north fork of the South Napa earthquake fault line runs through the cave. Further information must be developed to determine the safety of construction on the Faultline. Appellant will request augmentation of the record to provide additional information which was not available before the close of the public comment period.

6. Vineyard pesticide, herbicide and rodenticide drift.

The conversion of the existing oak savannah in the existing tree easement to vineyard as approved by the Planning Commission will result in drift of chemical applications to Appellant's property and home. Both Appellant and her husband are elderly and suffer from medical conditions sensitive to chemicals which will drift to their air and land. If vineyard is allowed within the tree easement area, Appellant and her husband will be forced to sell their property, disclosing the chemical applications in the neighboring vineyard with anticipated negative effect on valuation. Appellant's home is less than 75 feet from the property line with the project property. Assuming a reasonable setback for vineyard planting, the vines will be less than 100 feet from Appellant's home. Drift from chemical applications will reach not only their property but also their home. The California Department of Pesticide Regulation adopted regulations regarding vineyard chemical use near schools thus protecting youth, another sensitive population. 3 California Code of Regulations §§ 6690-6692. Dust and fumigant applications are either prohibited or subject to a quarter-mile (1320 feet) distance from the property line of a school. Here, the Planning Commission ignored drift altogether and then approved applications less than 100 feet from Appellant's home and within approximately 20 feet of her property line.



**ANTHEM PROJECT - DAMERY APPEAL**

# **EXHIBIT 1**

Order No: 111947  
11/10/95-am-4

When recorded mail to:

JAMES D. DALY  
SHARON E. DALY  
6918 Harmon Drive  
Ventura, CA 93003-7146



1995 028957  
OFFICIAL RECORDS OF  
NAPA COUNTY  
H. KATHLEEN BONDS

AT REQUEST OF: FIRST AMERICAN TITLE  
12/27/1995 08:00 AM  
Fee: \$ 48.00 Pgs: 8  
TT: \$ .00

For Recorder's Use Only

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

THE UNDERSIGNED GRANTOR DECLARES  
DOCUMENTARY TRANSFER TAX \$ 0.00

☒ Computed on the consideration or value of property  
conveyed; OR

☐ Computed on the consideration or value less liens or  
encumbrances remaining at time of sale.

LOT LINE ADJUSTMENT

APN PTN. 035-460-025

### CORPORATION GRANT DEED



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FIRST AMERICAN TITLE COMPANY OF NAPA

a corporation organized under the laws of the State of California, does hereby

GRANT to

JAMES D. DALY and SHARON E. DALY, husband and wife, as Community Property

the real property in the County of Napa, State of California, described as

#### LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AND DESIGNATED EXHIBIT "A"

The purpose of this conveyance and the conveyances being recorded concurrently herewith is to create a Lot  
Line Adjustment pursuant to California Government Code Section 66412(d) and local subdivision ordinances.

Dated: 12-26-95

STATE OF CALIFORNIA }  
COUNTY OF NAPA } ss.

On 12-26-95 1995, before me,

D.R. Tate  
personally appeared PAUL DURBIN and LARRY FRATTINI,  
personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the persons whose names are subscribed to the within  
instrument and acknowledged to me that they executed the same in  
their authorized capacities and that by their signatures on the  
instrument the persons, or the entity upon behalf of which the  
persons acted, executed the instrument.

WITNESS my hand and official seal.

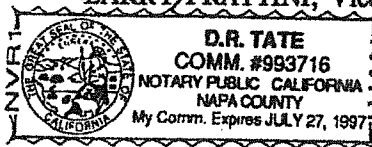
Signature

D.R. Tate  
Notary Public

FIRST AMERICAN TITLE COMPANY OF NAPA

By: Paul Durbin  
PAUL DURBIN, Vice President

By: Larry Frattini  
LARRY FRATTINI, Vice President



MAIL TAX STATEMENTS AS DIRECTED ABOVE

Form NAP1115SP

FATCO/DALY  
11/10/95-am-4

EXHIBIT "A"

BEGINNING on the line between the old Jackson Gridley tract of land and the tract formerly owned by E. C. Webber, North 67° 42' 30" East, 132.00 feet from the Northwest corner of the last named tract; thence North 23° 09' 26" West, 719.96 feet; thence North 67° 30' 00" East 1634.65 feet to the Westerly line of Dry Creek Road; thence North 27° 50' 49" West 20.09 feet to a rebar monument; thence South 67° 30' 00" West, 1633.01 feet to a rebar monument on the West bank of a small creek; thence South 67° 30' 00" West, 801.43 feet to an oak tree, 24 inches in diameter at an angle in the fence; thence South 67° 19' 02" West 277.17 feet; thence North 72° 59' 42" West 1028.6 feet, more or less, to the point of intersection with the Easterly line of the tract of land now or formerly owned by Mrs. W.B. Pieratt, said point of intersection bears South 44° 45' East 367.00 feet from the most Northern corner of that certain tract of land described as Exhibit "A" in the Amended Certificate of Compliance document recorded May 29, 1990 in Book 1742 at page 207 of Official Records of Napa County; thence along the Northerly and Easterly lines of the tract of land conveyed to William West by Deed recorded in Book 2 at page 337 of Official Records of Napa County, South 44° 45' East 491 feet; thence North 87° 00' East, 250.14 feet; thence South 28° 00' East, 49.50 feet; thence South 62° 45' East 117.48 feet; thence South 56° 00' East, 105.60 feet; thence South 9° 00' East, 84.48 feet; thence North 88° 30' East, 149.16 feet; thence South 75° 00' East 79.2 feet, more or less, to the center of the main branch of Napa Creek; thence down the middle of said creek to the Northwest corner of the tract conveyed to Stanley E. Wood by Deed of record in Book 725 at page 234 of Official Records of Napa County; thence following Wood's line, North 67° 42' 30" East, 1056 feet, more or less, to the point of beginning.


The consolidation of underlying lots, parcels or portions thereof as set forth in the above metes and bounds description, constitutes an expressed written statement of the Grantor, merging said underlying lots, parcels or portions thereof pursuant to Section 1093 of the California Civil Code.


**FATCO/DALY**

This conveyance is subject to the following covenants restricting the use of the foregoing described real property. These covenants are for the benefit and protection of the real property described in Exhibit B to this deed (the "Benefitted Property"), all of which covenants shall run with the land and shall be enforceable by the record owner of the Benefitted Property and all transferees, assigns and successors in right, title or interest in the Benefitted Property against grantee in this deed and all transferees, assigns and successors in right, title or interest to the property described in Exhibit A to this deed (the "Burdened Property"):

1. No building or other structures, including but not limited to patios, decks, tennis courts or pools shall be constructed or maintained within that portion of the Burdened Property described in Exhibit C attached hereto (the "Tree Easement Area"), except that there shall be permitted the construction of a residence which partially intrudes into said Tree Easement Area foregoing as shown on the attached plat.
2. None of the existing mature oak trees located within the Tree Easement Area shall be removed or excessively cut or pruned unless any such tree dies or becomes incurably diseased or dying.
3. The general intent and purpose of the foregoing restrictive covenants is to reasonably maintain the native forest and meadow conditions within the Tree Easement Area for the protection and enhancement of the value and amenity of the Benefitted Property and for the scenic enjoyment of its owners. These covenants may be expanded, restricted, removed or modified by the execution and recording in the records of the County of Napa by the record owners of the Benefitted Property and Burdened Property of a document which accomplishes such modification.
4. Any breach of these covenants and restrictions shall entitle the owner of the Benefitted Property to reasonable damages and equitable enforcement as determined by a court of law. The prevailing party in any legal action to enforce these covenants and restrictions or to recover damages for any breach thereof shall be awarded their reasonable attorney's fees and costs incurred, with the reasonable amount thereof to be fixed by the court, arbitrator or entity rendering a judgment, award, order or determination.

Acknowledgement and Acceptance of Grantee:

  
\_\_\_\_\_  
JAMES D. DALY

  
\_\_\_\_\_  
SHARON E. DALY

STATE OF CALIFORNIA )

COUNTY OF Ventura ) ss.

On December 8 1995, before me, Benita A. Colitti, Notary Public, personally appeared JAMES D. DALY and SHARON E. DALY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Benita A. Colitti  
Notary Public





FATCO/DALY

EXHIBIT "B"

(Adjusted Lands of Harms)

PARCEL ONE:

Commencing at a point where the Westerly line of Dry Creek Road crosses a small creek, said point being on the Southeasterly line of the 487 acre tract conveyed to Jacob R. McCombs by Deed recorded April 13, 1852 in Book B of Deeds at page 156, said Napa County Records; running thence South 23° 30' East along the Westerly line of said road 225 feet, more or less, to the most Northern corner of the 0.94 acre parcel of land described in the Deed to Margaret Hartson recorded August 27, 1959 in Book 597 at page 925 of Official Records of Napa County; running thence South 67° 30' West along the Northwestern boundary of said Hartson's parcel, 205 feet to the most Western corner thereof; thence along the Southwestern boundary of said Hartson's parcel South 22° 30' East 150 feet, more or less, to the most Northern corner of the parcel of land described in the Deed to Dean A. Faria, recorded July 31, 1962 in Book 656 at page 804 of Official Records of Napa County; running thence along the Northwestern boundary of said Faria's parcel, South 67° 30' West 1100 feet to the most Western corner thereof; running thence along the Southwestern boundary of said Faria's parcel, South 23° 30' East 450 feet to the most Southern corner thereof, being a point on the Northern line of the 33.30 acre tract firstly described in the Deed to Minnie M. West, recorded September 26, 1905 in Book 84 of Deeds at page 104, said Napa County Records; thence along said Northern line South 67° 30' West 1140 feet, more or less, to an oak tree, 24 inches in diameter at an angle in the fence; thence South 67° 19' 02" West 277.17 feet; thence North 72° 59' 42" West 1028.6 feet, more or less, to the Easterly line of the 240 acre tract conveyed to Archie P. Pieratt by Deed recorded April 4, 1923 in Book 138 of Deeds at page 399, said Napa County Records; thence along the Easterly line of said 240 acre tract North 44° 45' West 367.00 feet to the most Northern corner of that certain tract of land described as Exhibit "A" in the Amended Certificate of Compliance document recorded May 29, 1990 in Book 1742 at page 207 of Official Records of Napa County; thence continuing along said Easterly line of Pieratt, North 25° 27' West 198 feet, more or less, to the Southerly line of the 487 acre tract above referred to; thence along the Southerly line of said 487 acre tract South 85° 30' East 2,206.38 feet to a post marked 21; thence continuing South 85° 30' East 66 feet, more or less, to the middle of the small creek above referred to, said creek being the Southerly boundary of said 487 acre tract; thence along the middle of said creek and following the meanderings thereof to the point of commencement.

EXCEPTING THEREFROM, that portion thereof conveyed to Stuart A. Mott, et ux, by Deed recorded May 31, 1967 in Book 766 at page 700 of Official Records of Napa County.

ALSO EXCEPTING THEREFROM that portion conveyed to the County of Napa by Deed recorded August 23, 1967 in Book 771 at page 572 of Official Records of Napa County.

Exhibit "B" (Continued)

ALSO EXCEPTING THEREFROM that portion described in the document to the County of Napa, recorded February 6, 1860 in Book F of Deeds at page 84, Napa County Records.

PARCEL TWO:

Commencing at the point formed by the intersection of the existing Westerly line and the proposed Northeasterly line of the County Road known as "Dry Creek Road" said existing Westerly line also being the Easterly line of that tract of land described in the Deed recorded in Book 762 at page 393 of Official Records of Napa County; thence from said point of commencement, North 23° 30' 00" West along said existing Westerly line 151.39 feet to the Northerly corner of said tract of land; thence North 73° 36' 52" East along the Easterly extension of the division line between said tract of land and that tract of land described in Deed recorded in Book 349 at page 250 of Official Records of Napa County, 20.15 feet to the point of intersection with the existing centerline of said County Road; thence South 23° 30' 00" East along said existing centerline 209.66 feet to the point of intersection with the proposed Northeasterly line of said County Road; thence North 41° 42' 56" West along said proposed Northeasterly line 63.98 feet to the point of commencement, and being a portion of the Napa Rancho.

PARCEL THREE:

A non-exclusive Easement for the purpose of construction, installation, operation, maintaining and repairing a reservoir, dam and appurtenances together with the right of ingress and egress thereto over the following described parcel of land:

COMMENCING at a rebar and cap stamped LS 4366 at the most Westerly corner of the Lands of Leonard Russell, as shown on the map filed in Book 23 of Surveys at page 19 in the office of the County Recorder of said Napa County; thence from said point of commencement North 67° 30' 00" East 86.00 feet; thence South 20° 03' 10" East 260.80 feet; thence South 38° 00' 00" West 80.00 feet to the Southwesterly line of the aforementioned lands of Leonard Russell; thence North 23° 30' 00" West 300.00 feet to the point of commencement.

FATCO/DALY

**EXHIBIT "C"**

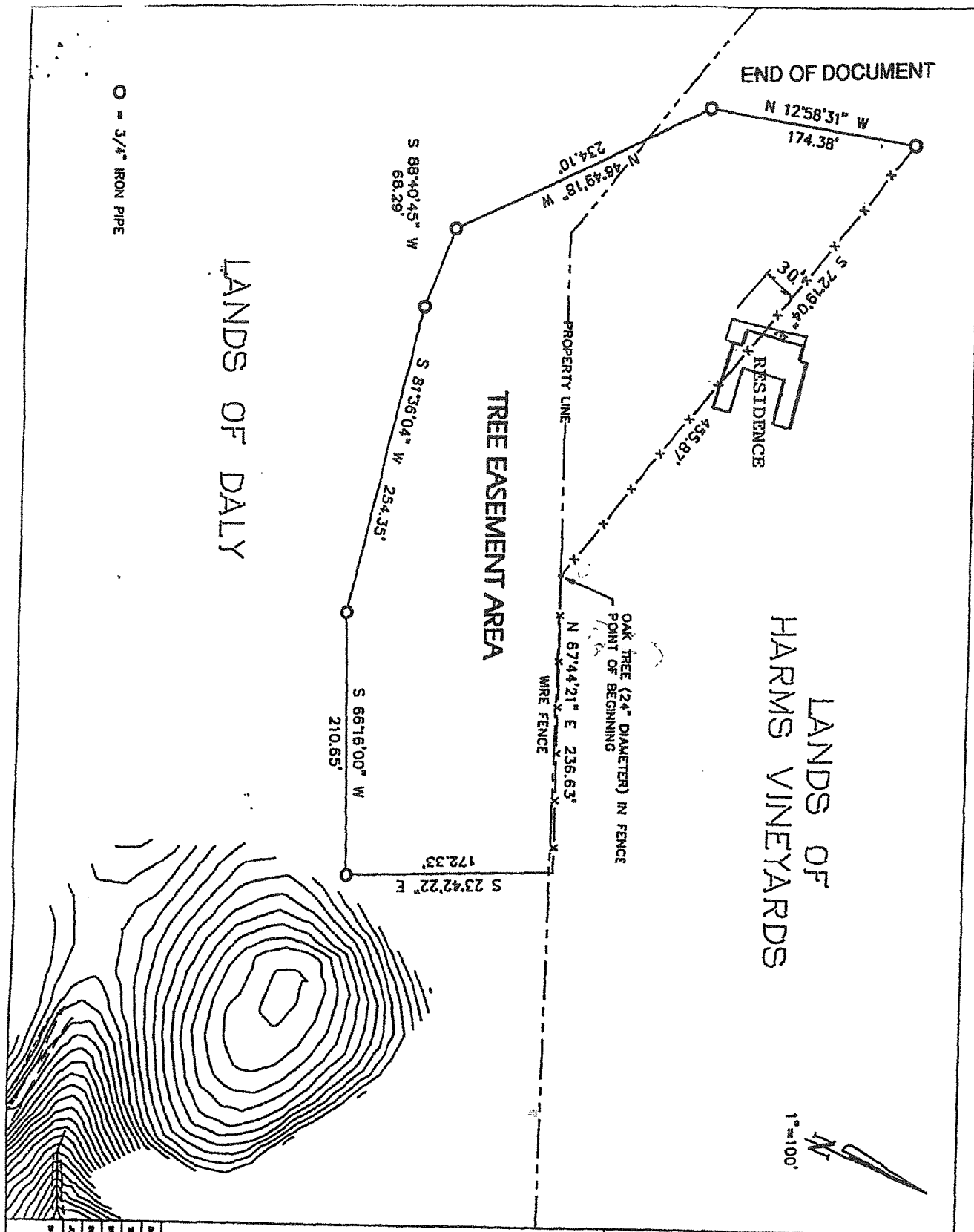
**DESCRIPTION**  
**Tree Easement Area**

All that real property situate in the County of Napa, State of California, more particularly described as follows:

BEGINNING at an oak tree 24 inches in diameter in a fence marking an angle point in the Northern line of that certain tract of land described as Exhibit "A" in the Amended Certificate of Compliance document recorded May 29, 1990 in Book 1742 at page 207 of Official Records of Napa County; and running thence along an existing wire fence line, North 67° 44' 21" East 236.63 feet; thence leaving said fence, South 23° 42' 22" East 172.33 feet; thence South 66° 16' 01" West 210.65 feet; thence South 81° 36' 04" West 254.35 feet; thence South 88° 40' 45" West 68.30 feet; thence North 46° 49' 18" West 234.10 feet; thence North 12° 58' 31" West 174.38 feet to the intersection with said wire fence; thence running along said fence, South 72° 19' 04" East 455.87 feet to the point of beginning.

EXCEPTING FROM the above described area that portion described as follows:

A strip of land, 20 feet in width, measured at right angles, the Easterly line of which is that certain course described above as "South 23° 42' 22" East 172.33 feet".



○ = 3/4" IRON PIPE

**PLAT OF DESCRIPTION**  
**TREE EASEMENT AREA**  
**OVER THE LANDS OF DALY AND HARMS VINEYARDS**

DATE 10/25/95  
 SCALE NONE  
 DRAWN D. HENRY  
 BOOK 1409 - THE  
 JOB NO. 1409  
 SHEET NO. A  
 1 OF 1

APN: 035 010 054 000  
WOOLLS RANCH LLC  
PO BOX 923  
ANGWIN CA 94508

APN: 035 010 055 000  
JANET SULLENGER SUC TR  
4160 SUISUN VALLEY RD BOX E338  
FAIRFIELD CA 94534

APN: 035 010 056 000  
JANET SULLENGER SUC TR  
4160 SUISUN VALLEY RD BOX E338  
FAIRFIELD CA 94534

APN: 035 031 012 000  
LOUISA W WARD TR  
1285 ORCHARD AVE  
NAPA CA 94558-9401

APN: 035 031 013 000  
WILLIAM T & CLAUDIA JO HANNA TR  
1240 ORCHARD AVE  
NAPA CA 94558

APN: 035 090 001 000  
DOTIA W SCRIVEN TR  
3440 REDWOOD RD  
NAPA CA 94558-9545

APN: 035 090 002 000  
INGA KULBERG TESLER & ROBERT SCOTT TR  
3400 REDWOOD RD  
NAPA CA 94558

APN: 035 090 003 000  
D RUSSELL & HILDEGARD M GUNN  
3360 REDWOOD RD  
NAPA CA 94558-9544

APN: 035 090 004 000  
DAVID S & SHANA M GRAHAM  
3340 REDWOOD RD  
NAPA CA 94558

APN: 035 090 005 000  
HAROLD HENRY DAVIS  
3334 REDWOOD RD  
NAPA CA 94558

APN: 035 090 007 000  
DAVID B WATERMAN ETAL  
3330 REDWOOD RD  
NAPA CA 94558

APN: 035 090 008 000  
ROBERT P HAINEY TR  
PO BOX 2776  
NAPA CA 94558-0277

APN: 035 120 036 000  
GRR VINEYARD LLC ETAL  
221 DEVLIN RD  
NAPA CA 94558

APN: 035 320 002 000  
TIMOTHY J WHITE & HIDI R SOBELMAN TR  
3435 REDWOOD RD  
NAPA CA 94558-9545

APN: 035 320 003 000  
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APN: 035 320 004 000  
CHRISTOPHER M BELL  
3425 REDWOOD RD  
NAPA CA 94558

APN: 035 320 005 000  
GREGG S & JEAN A BROWNING  
3333 REDWOOD RD  
NAPA CA 94558

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JOE & KATHY DEMAGGIO  
30 BEL AIR CT  
MEFORD OR 97504-9354

APN: 035 320 008 000  
NANCY L RYAN TR ETAL  
46 RIDGE RD  
BARRINGTON IL 60010

APN: 035 460 001 000  
3211 DRY CREEK LLC  
23141 MORA GLEN DR  
LOS ALTOS HILLS CA 94024

APN: 035 460 005 000  
BRIAN R & CAMILLE D KING TR  
3181 DRY CREEK RD  
NAPA CA 94558-9722

APN: 035 460 006 000  
LAWRENCE BERNHEIM ETAL  
3177 DRY CREEK RD  
NAPA CA 94558-9722

APN: 035 460 007 000  
NORMAN & BETTY G SPARBY TR  
652 SPRING ST  
SANTA CRUZ CA 95060

APN: 035 460 015 000  
JULIE ANN & JOEL H RHORER  
3534 REDWOOD RD  
NAPA CA 94558-9546

APN: 035 460 016 000  
CHARLENE KEPHART TR  
108 CABANA DR  
NAPA CA 94558

APN: 035 460 021 000  
JEFFREY L ATLAS TR  
1075 LOMBARD ST  
SAN FRANCISCO CA 94109

APN: 035 460 022 000  
SQUIRREL HILL VINEYARDS LLC  
73 LUKE DR  
NAPA CA 94558

APN: 035 460 023 000  
NAPA WEST LLC  
6929 N HAYDEN RD STE C4-503  
SCOTTSDALE AZ 85250

APN: 035 460 024 000  
PAUL K ROWE  
840 PARK AVE #4-B  
NEW YORK NY 10021-1847

APN: 035 460 032 000  
RACHEL ALLEN  
6730 MEADOW RD  
DALLAS TX 75230-5230

APN: 035 460 033 000  
P & L INVESTMENTS LLC  
2211 E CAMELBACK RD UNIT #204  
PHOENIX AZ 85016

APN: 035 460 034 000  
PATRICIA DAMERY TR  
3185 DRY CREEK RD  
NAPA CA 94558-9722

APN: 035 460 035 000  
DRY CREEK CEMETERY ASSOCIATION  
4132 LAKEVIEW DR  
PLACERVILLE CA 95667

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BEE CREEK VINEYARDS LLC  
4112 BEE CREEK RD  
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3102 DRY CREEK RD  
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APN: 035 470 014 000  
CAROL BRODMAN TR ETAL  
PO BOX 4200  
NAPA CA 94558

APN: 035 470 019 000  
SAVERIO S NUCCIO & KARIE WOODS TR  
3452 REDWOOD RD  
NAPA CA 94558-9545

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INCLINE VILLAGE NV 89451

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MENLO PARK CA 94025-4241

APN: 035 470 024 000  
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88 KING ST #123  
SAN FRANCISCO CA 94107

APN: 035 470 025 000  
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3164 DRY CREEK RD  
NAPA CA 94558

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GENE & PAULA J KELLY TR  
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SAN FRANCISCO CA 94107

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MILL VALLEY CA 94942

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 PO BOX 4290  
 NAPA CA 94558-0428

APN: 035 120 034 000  
 CITY OF NAPA  
 PO BOX 660  
 NAPA CA 94559-0660



	<b>First American Title™</b>	<b>Property Owner's Notice Guarantee</b>	
<b>Guarantee</b>		ISSUED BY <b>First American Title Insurance Company</b>	
		GUARANTEE NUMBER <b>5022800-0001536E</b>	

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

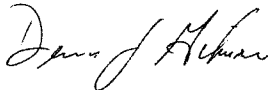
**GUARANTEES**

**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

 <b>First American Title™</b>	<b>Property Owner's Notice Guarantee</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	GUARANTEE NUMBER <b>5022800-0001536E</b>

File No.: **LU004792-006-006**

Date of Guarantee: **February 25, 2020 at 07:30**

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):

**035-470-046-000, 035-460-038-000**

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

APN: 035 010 054 000  
WOOLLS RANCH LLC  
PO BOX 923  
ANGWIN CA 94508

APN: 035 010 055 000  
JANET SULLENGER SUC TR  
4160 SUISUN VALLEY RD BOX E338  
FAIRFIELD CA 94534

APN: 035 010 056 000  
JANET SULLENGER SUC TR  
4160 SUISUN VALLEY RD BOX E338  
FAIRFIELD CA 94534

APN: 035 031 012 000  
LOUISA W WARD TR  
1285 ORCHARD AVE  
NAPA CA 94558-9401

APN: 035 031 013 000  
WILLIAM T & CLAUDIA JO HANNA TR  
1240 ORCHARD AVE  
NAPA CA 94558

APN: 035 090 001 000  
DOTIA W SCRIVEN TR  
3440 REDWOOD RD  
NAPA CA 94558-9545

APN: 035 090 002 000  
INGA KULBERG TESLER &  
ROBERT SCOTT TR  
3400 REDWOOD RD  
NAPA CA 94558

APN: 035 090 003 000  
D RUSSELL & HILDEGARD M GUNN  
3360 REDWOOD RD  
NAPA CA 94558-9544

APN: 035 090 004 000  
DAVID S & SHANA M GRAHAM  
3340 REDWOOD RD  
NAPA CA 94558

APN: 035 090 005 000  
HAROLD HENRY DAVIS  
3334 REDWOOD RD  
NAPA CA 94558

APN: 035 090 007 000  
DAVID B WATERMAN ETAL  
3330 REDWOOD RD  
NAPA CA 94558

APN: 035 090 008 000  
ROBERT P HAINEY TR  
PO BOX 2776  
NAPA CA 94558-0277

APN: 035 120 036 000  
GRR VINEYARD LLC ETAL  
221 DEVLIN RD  
NAPA CA 94558

APN: 035 320 002 000  
TIMOTHY J WHITE &  
HIDI R SOBELMAN TR  
3435 REDWOOD RD  
NAPA CA 94558-9545

APN: 035 320 003 000  
TIMOTHY J WHITE &  
HIDI R SOBELMAN TR  
3435 REDWOOD RD  
NAPA CA 94558-9545

APN: 035 320 004 000  
CHRISTOPHER M BELL  
3425 REDWOOD RD  
NAPA CA 94558

APN: 035 320 005 000  
GREGG S & JEAN A BROWNING  
3333 REDWOOD RD  
NAPA CA 94558

APN: 035 320 007 000  
JOE & KATHY DEMAGGIO  
30 BEL AIR CT  
MEFORD OR 97504-9354

APN: 035 320 008 000  
NANCY L RYAN TR ETAL  
46 RIDGE RD  
BARRINGTON IL 60010

APN: 035 460 001 000  
3211 DRY CREEK LLC  
23141 MORA GLEN DR  
LOS ALTOS HILLS CA 94024

APN: 035 460 005 000  
BRIAN R & CAMILLE D KING TR  
3181 DRY CREEK RD  
NAPA CA 94558-9722

APN: 035 460 006 000  
LAWRENCE BERNHEIM ETAL  
3177 DRY CREEK RD  
NAPA CA 94558-9722

APN: 035 460 007 000  
NORMAN & BETTY G SPARBY TR  
652 SPRING ST  
SANTA CRUZ CA 95060

APN: 035 460 015 000  
JULIE ANN & JOEL H RHORER  
3534 REDWOOD RD  
NAPA CA 94558-9546

APN: 035 460 016 000  
CHARLENE KEPHART TR  
108 CABANA DR  
NAPA CA 94558

APN: 035 460 021 000  
JEFFREY L ATLAS TR  
1075 LOMBARD ST  
SAN FRANCISCO CA 94109

APN: 035 460 022 000  
SQUIRREL HILL VINEYARDS LLC  
73 LUKE DR  
NAPA CA 94558

APN: 035 460 023 000  
NAPA WEST LLC  
6929 N HAYDEN RD STE C4-503  
SCOTTSDALE AZ 85250

APN: 035 460 024 000  
PAUL K ROWE  
840 PARK AVE #4-B  
NEW YORK NY 10021-1847

APN: 035 460 032 000  
RACHEL ALLEN  
6730 MEADOW RD  
DALLAS TX 75230-5230

APN: 035 460 033 000  
P & L INVESTMENTS LLC  
2211 E CAMELBACK RD UNIT #204  
PHOENIX AZ 85016

APN: 035 460 034 000  
PATRICIA DAMERY TR  
3185 DRY CREEK RD  
NAPA CA 94558-9722

APN: 035 460 035 000  
DRY CREEK CEMETERY ASSOCIATION  
4132 LAKEVIEW DR  
PLACERVILLE CA 95667

APN: 035 460 036 000  
BEE CREEK VINEYARDS LLC  
4112 BEE CREEK RD  
SPICEWOOD TX 78669

APN: 035 460 037 000  
BEE CREEK VINEYARDS LLC  
3112 BEE CREEK RD  
SPICEWOOD TX 78669

APN: 035 470 003 000  
ROBIN L & GLENN E LABRIE-JACKSON  
3112 DRY CREEK RD  
NAPA CA 94558-9722

APN: 035 470 004 000  
LAZARE VINEYARDS LLC  
3102 DRY CREEK RD  
NAPA CA 94558

APN: 035 470 014 000  
CAROL BRODMAN TR ETAL  
PO BOX 4200  
NAPA CA 94558

APN: 035 470 019 000  
SAVERIO S NUCCIO &  
KARIE WOODS TR  
3452 REDWOOD RD  
NAPA CA 94558-9545

APN: 035 470 021 000  
JOHN H & PATRICIA C JANSEN TR  
511 ALPINE VIEW DRIVE  
INCLINE VILLAGE NV 89451

APN: 035 470 022 000  
CAROL BRODMAN TR ETAL  
PO BOX 4200  
NAPA CA 94558

APN: 035 470 023 000  
JOSEPH J & ERIN M ANDRE  
1330 UNIVERSITY DR APT 33  
MENLO PARK CA 94025-4241

APN: 035 470 024 000  
MICHAEL ANTHONY MACHADO &  
KAYALA MICHELLE  
88 KING ST #123  
SAN FRANCISCO CA 94107

APN: 035 470 025 000  
JOSE M CORNEJO ROSSI &  
CATHERINE RITA CORNEJO  
3164 DRY CREEK RD  
NAPA CA 94558

APN: 035 470 035 000  
GENE & PAULA J KELLY TR  
4900 LINDA VISTA AVE  
NAPA CA 94558

APN: 035 470 037 000  
STEVEN P & ELIZABETH V MOULDS TR  
3075 DRY CREEK RD  
NAPA CA 94558

APN: 035 470 039 000  
BECKSTOFFER VINEYARDS XV LLC  
PO BOX 405  
RUTHERFORD CA 94573

APN: 035 470 042 000  
CLARK M GLASSON TR  
PO BOX 3747  
NAPA CA 94558

APN: 035 470 044 000  
STEVE C & JUDITH D PADIS  
888 BRANNAN STREET STE 128  
SAN FRANCISCO CA 94103

APN: 035 090 013 000  
WARREN &  
JENNIFER A BRUSSTAR CO-TR  
3320 REDWOOD RD  
NAPA CA 94558-9544

APN: 035 090 014 000  
STEPHEN P FARMER SUC TR  
28560 AVENIDA MARQUESA  
CATHEDRAL CITY CA 92234

APN: 035 090 015 000  
MATTHEW MICHAEL &  
JENNIFER E HANDLER  
1421 CABRILLO AVE  
BURLINGAME CA 94010

APN: 035 090 010 000  
JOEL BERNARD DROUET TR ETAL  
583 ARKANSAS  
SAN FRANCISCO CA 94107

APN: 035 090 011 000  
PAUL & MARLENE KELEJIAN  
3254 REDWOOD RD  
NAPA CA 94558-9706

APN: 035 090 012 000  
PENNY P & JOSEPH C CHING  
PO BOX 309  
MILL VALLEY CA 94942

APN: 035 120 035 000  
DAVID I & SHIRLEY GILL OLNEY CO-TR  
PO BOX 4290  
NAPA CA 94558-0428

APN: 035 120 034 000  
CITY OF NAPA  
PO BOX 660  
NAPA CA 94559-0660

**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](mailto:Claims.NIC@firstam.com) Phone: 888-632-1642 Fax: 877-804-7606.



# COUNTY ASSESSOR'S PARCEL MAP

DEC 05 2013

35-47

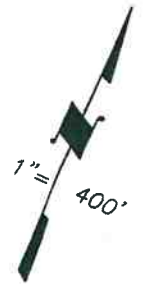
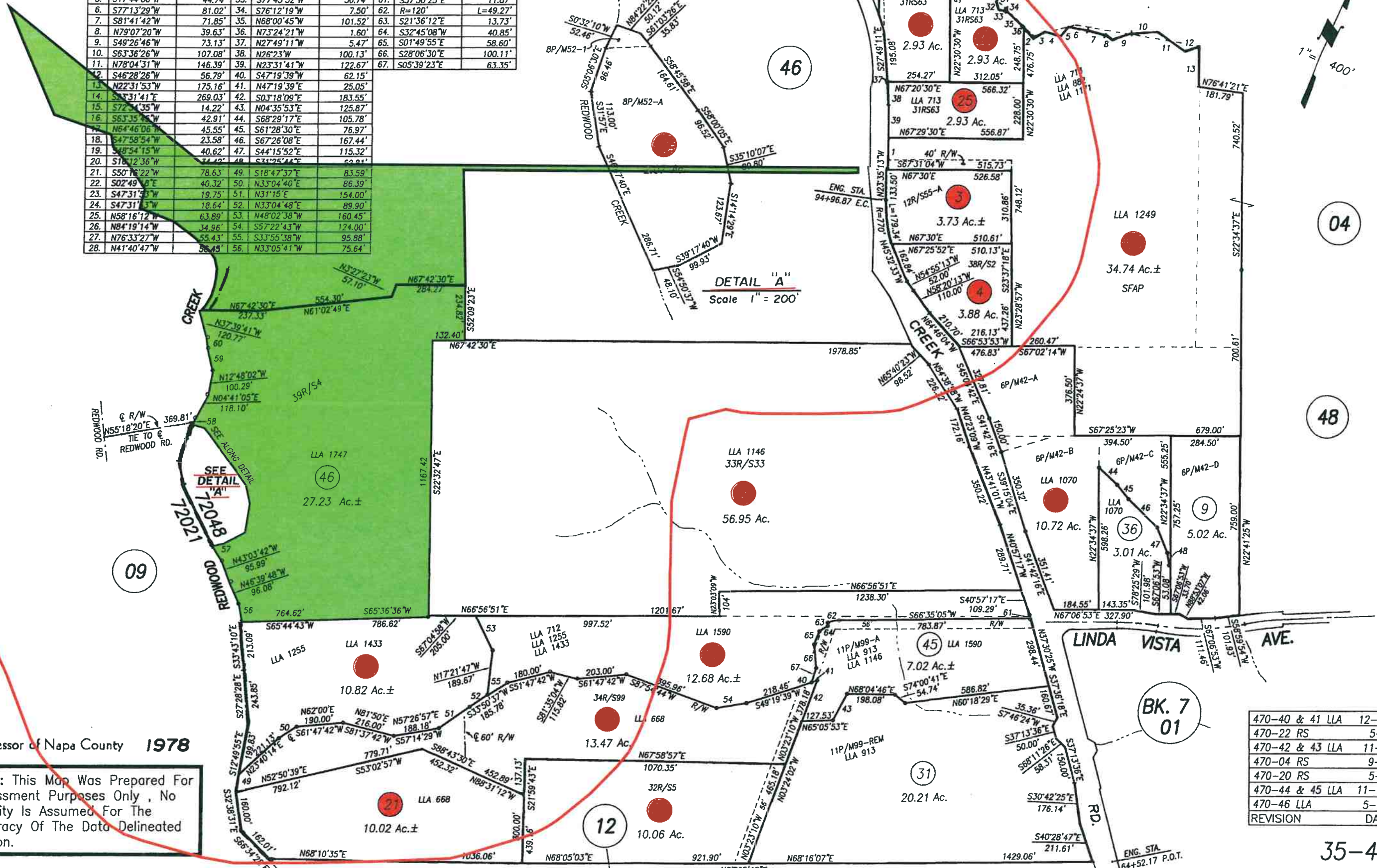
WAS PTN. 35-03

PTN. NAPA RANCHO

Tax Area Code  
72048

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.	N23°31'41"W	131.80'	29.	S44°36'42"W	40.89'	57.	N54°17'43"W	78.04'
2.	N73°24'21"W	69.07'	30.	N49°46'51"W	31.67'	58.	N00°21'42"E	20.11'
3.	S36°50'12"W	56.23'	31.	N07°13'53"W	28.39'	59.	N35°55'19"W	101.05'
4.	S82°38'12"W	71.48'	32.	N32°25'27"W	33.93'	60.	N29°21'43"W	44.54'
5.	S17°44'08"W	44.74'	33.	S77°43'52"W	30.74'	61.	S37°30'25"E	11.87'
6.	S77°13'29"W	81.02'	34.	S76°12'19"W	7.50'	62.	R=120'	L=49.27'
7.	S81°41'42"W	71.85'	35.	N68°00'45"W	101.52'	63.	S21°36'12"E	13.73'
8.	N79°07'20"W	39.63'	36.	N73°24'21"W	1.60'	64.	S32°45'08"W	40.85'
9.	S49°26'46"W	73.13'	37.	N27°49'11"W	5.47'	65.	S01°49'55"E	58.60'
10.	S63°36'26"W	107.08'	38.	N26°23'W	100.13'	66.	S28°06'30"E	100.11'
11.	N78°04'31"W	146.39'	39.	N23°31'41"W	122.67'	67.	S05°39'23"E	63.35'
12.	S46°28'26"W	56.79'	40.	S47°19'39"W	62.15'			
13.	N22°31'53"W	175.16'	41.	N47°19'39"E	25.05'			
14.	S47°31'41"E	269.03'	42.	S03°18'09"E	183.55'			
15.	S72°34'35"W	14.22'	43.	N04°35'53"E	125.87'			
16.	S63°35'46"W	42.91'	44.	S68°29'17"E	105.78'			
17.	N64°46'06"W	45.55'	45.	S61°28'30"E	76.97'			
18.	S47°58'54"W	23.58'	46.	S67°26'08"E	167.44'			
19.	S48°54'15"W	40.62'	47.	S44°15'52"E	115.32'			
20.	S18°12'36"W	74.42'	48.	S34°25'44"E	52.81'			
21.	S50°16'22"W	78.63'	49.	S18°47'37"E	83.59'			
22.	S02°49'18"E	40.32'	50.	N33°04'40"E	86.39'			
23.	S47°31'53"W	19.75'	51.	N31°15'E	154.00'			
24.	S47°31'53"W	18.64'	52.	N33°04'48"E	89.90'			
25.	N58°16'12"W	63.89'	53.	N48°02'38"W	160.45'			
26.	N84°19'14"W	34.96'	54.	S57°22'43"W	124.00'			
27.	N76°33'27"W	55.43'	55.	S33°55'38"W	95.88'			
28.	N41°40'47"W	58.45'	56.	N33°05'41"W	75.64'			



Assessor of Napa County 1978

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

470-40 & 41 LLA	12-31-01
470-22 RS	5-9-02
470-42 & 43 LLA	11-4-05
470-04 RS	9-7-06
470-20 RS	5-6-08
470-44 & 45 LLA	11-17-08
470-46 LLA	5-17-13
REVISION	DATE

35-47



## Attachment A - 088



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.

COUNTY ASSESSOR'S PARCEL MAP  
PTN. NAPA RANCHO

FEB 26 2018

35-03

Tax Area Code  
72001

1" = 800'



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



35-12



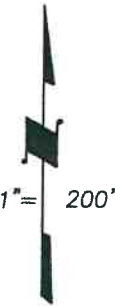
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APR 06 2005

POR. NAPA RANCHO

Tax Area Code  
72021

35-09  
Pt A



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	1-18-78
090-05 RS	12-27-04
REVISION	DATE

Assessor's Map Bk. 35 Pg. 09  
County of Napa, Calif.

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. NAPA RANCHO

35-01

MAR 05 2007

Tax Area Code  
2 72021  
72045  
72048

$$1'' = 800'$$

1.	S88°00'W	85.00'	33.	N56°00'W	66.00'
2.	R=230°	L=180.64'	34.	N25°15'W	216.48'
3.	N43°00'E	53.04'	35.	N41°00'W	71.94'
4.	N47°00'W	15.00'	36.	N30°30'W	95.04'
5.	R=415°	L=110.33'	37.	N30°30'W	95.04'
6.	R=355°	L=169.36'	38.	N05°15'W	33.00'
7.	N64°30'W	55.00'	39.	N01°20'E	49.50'
8.	S25°30'W	177.00'	40.	N36°00'W	54.78'
9.	R=70°	L=47.04'	41.	N84°15'W	105.60'
10.	S64°00'W	15.00'	42.	S82°15'W	81.84'
11.	R=80°	L=43.28'	43.	N62°00'W	49.50'
12.	S33°00'W	158.00'	44.	N30°15'W	99.00'
13.	R=770°	L=134.39'	45.	N45°45'E	105.60'
14.	S43°00'W	62.00'			
15.	R=270°	L=212.06'			
16.	S88°00'W	85.00'			
17.	R=320°	L=94.95'			
18.	N75°00'W	147.00'			
19.	R=480°	L=226.19'			
20.	N30°00'W	99.00'±			
21.	S22°30'E	79.20'			
22.	N62°45'W	117.48'			
23.	N55°00'W	105.60'			
24.	N08°00'W	84.48'			
25.	N84°00'W	25.40'			
26.	S46°50'48"E	36.32'			
27.	S45°31'27"E	53.76'			
28.	N52°10'27"E	87.83'			
29.	N31°39'54"E	23.65'			
30.	N03°27'51"E	33.25'			
31.	N23°27'28"E	139.28'			
32.	N80°15'W	68.64'			

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

35-01

Assessor of Napa County **1978**  
(Retraced 1981)

NOTE: This Map Was Prepared For  
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Hereon.

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Attachment A - 092

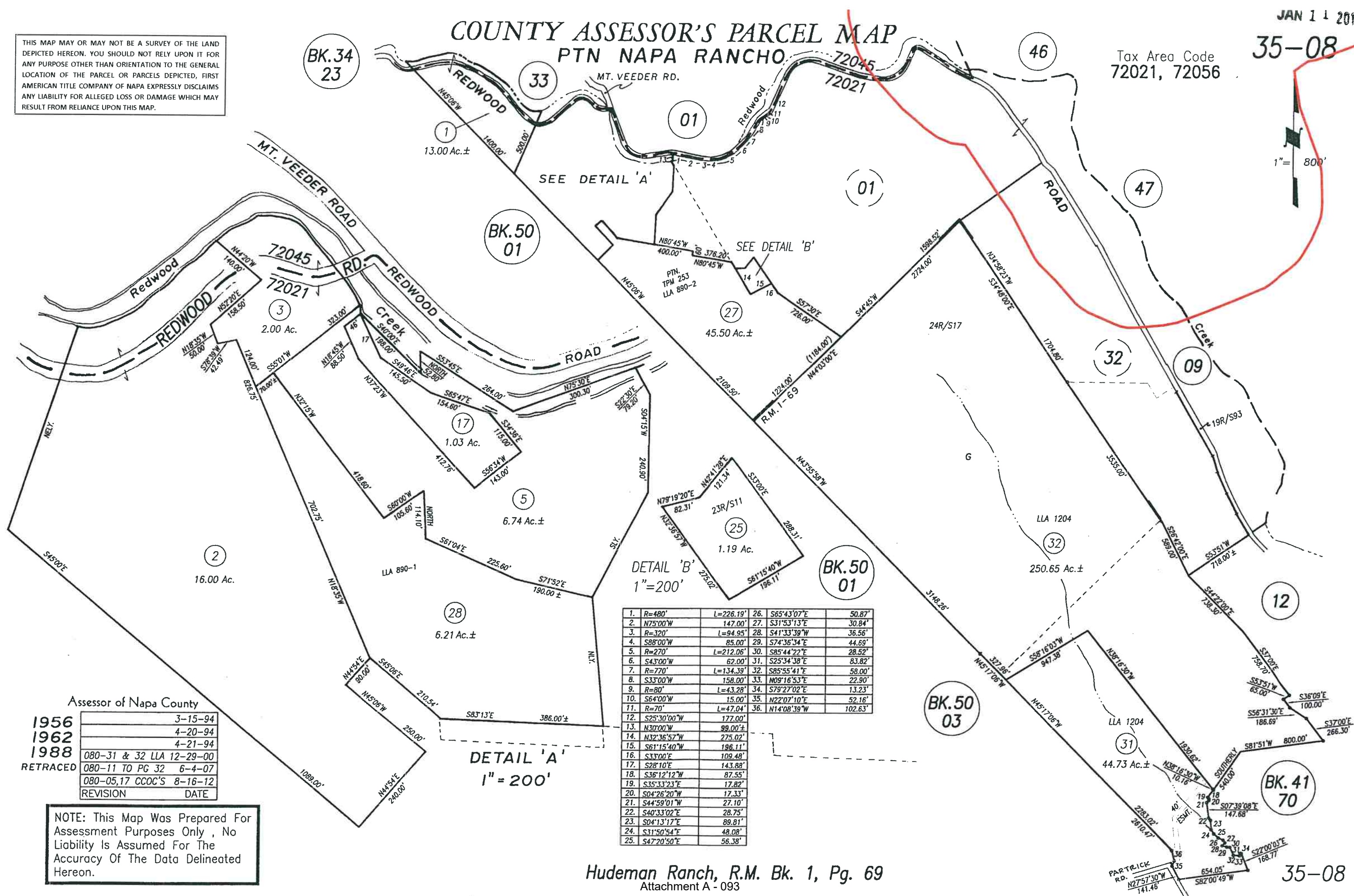


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COUNTY ASSESSOR'S PARCEL MAP  
PTN NAPA RANCHO

Tax Area Code  
72021, 72056

35-08

 $1'' = 800$ 

*Hudeman Ranch, R.M. Bk. 1, Pg. 69*  
Attachment A - 093

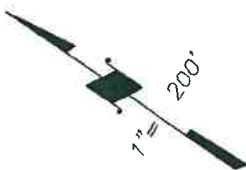
35-08

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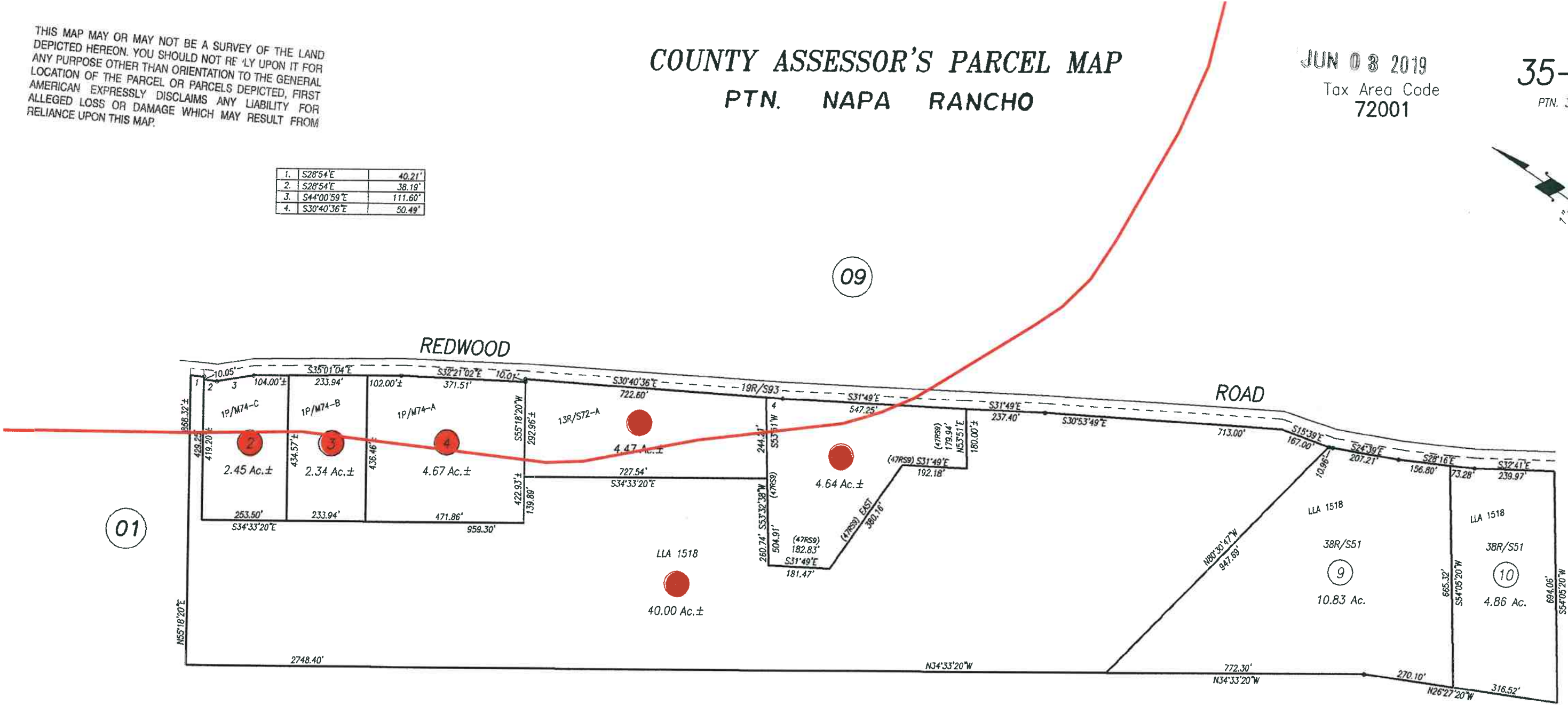
COUNTY ASSESSOR'S PARCEL MAP  
PTN. NAPA RANCHO

JUN 03 2019  
Tax Area Code  
72001

35-32  
PTN. 35-08



1.	S28°54'E	40.21'
2.	S28°54'E	38.19'
3.	S44°00'59"E	111.60'
4.	S30°40'36"E	50.49'



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Hereon.

	10-21-80
320-01 COC	3-3-04
320-8,9,10 LLA	6-4-07
320-9 & 10 RS	7-6-07
PTN 320-08 RS	3-28-18
REVISION	DATE

1969

35-32