

Attachment B

Water Audit California's
Appeal Packet



A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY CLERK OF THE BOARD'S OFFICE
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APPEAL PACKET COVER SHEET
(Section 2.88.050 of Napa County Code)

NAPA COUNTY
EXECUTIVE OFFICE

Deadline for filing with the Clerk of the Board's office: no later than 2 p.m. on the 10th working day after the filing of the Notice of Intent to Appeal. (Napa County Code sec. 2.88.050(A).)

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

Action Being Appealed: The May 3, 2023, decision of the Napa County Planning Commission's adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program ("MMRP") and approval of Use Permit Major Modification Application P19-00097-MOD

Permittee Name: Duckhorn Vineyards Winery CA 94574
State Zip

Permittee Address: 1000 Lodi Lane St. Helena CA 94574
No. Street City

Project Site Address/Location (if different from Permittee Address):
No. Street City State Zip

Assessor's Parcel No.: 022-130-010, 022-100-033, 022-100-034 and 022-100-035

Permit Number: P19-00097 - MOD Date of Decision: May 3, 2023

Nature of Permit or Decision: Adoption of Mitigated Negative Declaration and Approval of P19-00097-MOD

Appellant's Name: Water Audit California

Appellant's legal status (check one): Individual Corporation/registered nonprofit
 Individual on behalf of unofficial organization (e.g., neighborhood group, special interest group, etc.)
Specify organization name: _____ Fax #: (_) _____

Telephone #: (530) 575-5335

E-Mail Address: legal@waterauditca.org

Mailing Address: 952 School Street, PMB 316 Napa, CA 94559
City State No. Zip Street

Appellant's Qualification as Interested Person: Submitted Comment and Testified during hearing on May 3, 2023, no financial interest
project applicant, adjacent property owner, other (describe)

Primary Point(s) of Contact for Appellant: Check here if Appellant is sole point of contact and will be the prehearing conference representative

Contact # 1 Name: William McKinnon, Water Audit California
Telephone # (530) 575-5335 Email: legal@waterauditca.org

Mailing Address: 952 School Street, PMB 316 Napa, CA 94559
No. Street City State Zip

Check here if this contact will be your representative at the prehearing conference

Contact # 2 Name: Valerie Stephan
Telephone # (____) _____ **Email:** vstephan@waterauditca.org
Mailing Address: 952 School Street, PMB 316 Napa, CA 94559
No. Street City State Zip

Check here if this contact will be your representative at the prehearing conference

Attach additional sheet(s) for additional contacts if needed.

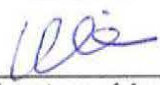
Reason for Appeal. Be specific – **factual or legal basis for such grounds of appeal must be expressly stated or they are waived.** At a minimum, you must include: (1) identification and description of the specific factual or legal determination(s) made as part of the decision that are the focus of the appeal; and (2) express assertion of all arguments, contentions, and facts that form the grounds for your appeal. 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, or that there was a lack of a fair and impartial hearing, this must be expressly stated. *(attach additional sheets and/or supporting documentation if necessary)*

Please see attached

Are you appealing a decision relating to real property? (check one) Yes No
 If Yes, please ensure that you attach the required Ownership Report, including list of owners and Assessor's map page(s) as indicated on the Checklist.

Evidence of payment of required fees (check one): Attached Will be submitted later*

* Pursuant to Napa County Code sec. 2.88.050, evidence of payment **must** be received by the Clerk of the Board no later than the 2 p.m. deadline.

	4/1/23	William McKinnon, Attorney for Water Audit California
Signature of Appellant	Date	Print Name

APPEAL FEE SCHEDULE WORKSHEET

(October 2018)

		Required * Select one ►	COSTS	TOTAL
1	NOTICE BY MAIL (COB)			
	100 addresses or less	►	\$49.00	49 -
	101 to 400 addresses	►	\$173.00	
	Over 400 addresses	►	\$261.00	
	Costs associated w notice by mail/per address # 42 *	*	.54/Per Add.	22.68
2	NOTICE BY PUBLICATION (COB)			
	Cost of publication in newspaper	*	\$198.00	198 -
	Costs associated with notice of publication	*	\$63.00	63 -
	Preparation of agenda	*	\$60.00	60 -
	Court Reporter per diem (if requested)		actual cost	
3	COST OF RECORD ON APPEAL (COB)			
	250 pages or less	►	\$91.00	91 -
	Over 250 pages	►	\$184.00	
	Duplication of record - \$3 first 5 pages (.60 per page)		\$3.00	
	Duplication of record - \$.10 each additional page #	#	\$0.10	
	Transcript cost		actual cost	
	Maps and special needs		actual cost	
4	FEES (DEPARTMENT)			
	Notice of Intent - Appeal to the Board of Supervisors		\$1,000.00	1,000 -
	Based on record or de novo Applicable Department _____			
	GRAND TOTAL			\$1,483.68
	Date and amount previously received		5/17/2023	\$1,000 -
	Balance due and form of payment			\$ 483.68

I understand the breakdown of the fees charged.

Terinda Smith
 Signature

 6/1/23
 Date

Water Audit California
952 School St # 316
Napa CA 94559-2826

0103


DATE: 6/1/23

90-4187
1211

PAY TO THE
ORDER OF

Napa Co Treasurer - Tax Collector \$ 483⁶⁸/₁₀₀

Four hundred eighty-three and ⁶⁸/₁₀₀ DOLLARS

 **Bank of Marin**
1715 Second Street
Napa, CA 94559

Memo Duckhorn

[Handwritten Signature]

⑆121141877⑆ 25798400⑈

0103

RECEIPT		DATE <u>6/1/2023</u>	No. <u>415600</u>
RECEIVED FROM <u>Water Audit California</u>		\$ <u>483.68</u>	
<u>Four hundred, eighty-three and ⁶⁸/₁₀₀</u>		DOLLARS	
<input type="radio"/> FOR RENT <u>Appl. Packet - Duckhorn Vineyard</u>			
<input checked="" type="radio"/> FOR <u>PIA-00097-MOP</u>			
ACCOUNT		<input type="radio"/> CASH	FROM <u>[Signature]</u>
PAYMENT <u>No 0103</u>		<input checked="" type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD	
		BY <u>[Signature]</u>	3-11

CHECKLIST FOR APPEAL PACKET

Did you remember to include the following:

- a. ____ Name and address of the permittee or the subject of the decision being appealed, along with identifying information about the permittee and/or subject property.
- b. ____ Name and address of appellant.
- c. ____ Appellant's status as an individual or entity.
- d. ____ Basis for Appellant's qualification as an interested person.
- e. ____ Names, addresses, telephone numbers, and email addresses of the Appellant's primary point(s) of contact and the designated representative(s) of the Appellant for the mandatory prehearing conference.
- f. ____ Identification and description of the specific factual or legal determination(s) made as part of the decision that are the focus of the appeal.
- g. ____ A description of all asserted grounds for the appeal and all arguments, contentions and facts that you believe support the appeal and/or show that the decision was in some manner erroneous.
- h. If the decision involved real property, an Ownership Report prepared by a title company, engineer, architect, radius search service, or ownership listing service, that includes the following:
 1. ____ A list, from within the past 6 months, that identifies by name, address, and assessor's parcel number, the owners of all real property located within 1,000 feet of any and all portions of the real property that is the subject of the appeal.
 2. ____ A copy of the Assessor's Map Book Pages that show all real property which is the subject of the appeal and all properties to which the list of property owners within 1,000 feet of the subject property.

To ensure that your Ownership Report contains the necessary components and is provided in the proper format, please provide the following instructions to the preparing company or individual:

INSTRUCTIONS FOR OWNERSHIP REPORT

Please prepare an original and two copies of the property owners' list as follows:

1. Type the property owners' names, parcel numbers and mailing addresses on an 8½" by 11" sheet of Avery #5160 Laser Labels so that this information can be readily used in mailing by the Clerk of the Board of Supervisors.
2. Submit a full page copy of the assessors' map book page(s) and a copy of the latest equalized assessment roll used to compile the property owners' list. Please indicate the location of all parcels listed, by check mark or colored parcel number circled on the pages.

- i. ____ Evidence that payment of the relevant fees has been made with the Napa County Treasurer-Tax Collector. Evidence of payment must be obtained and provided to the Clerk of the Board's office prior to the 2 p.m. deadline. If you are unsure of the fees due, you must contact the Clerk of the Board's office to obtain a fee estimate and make the appropriate payment prior to the 2 p.m. deadline.
- j. ____ If you are filing by email, you must submit to the Clerk of the Board's office, prior to the 2 p.m. deadline, a copy of the signature page of the Appeal Packet Cover Sheet with your original ("wet") signature.

HOW TO FILE THE APPEAL PACKET

The completed Notice of Intent to Appeal and evidence of payment must be **received** by the Clerk of the Board's office **prior to** the 2 p.m. deadline.

<u>By Hand Delivery</u>	<u>By Mail</u>
Deliver the completed form and evidence of payment to: Napa County Clerk of the Board County Administration Building, 3 rd Floor 1195 Third Street, Suite 310 Napa, CA 94559	Mail the completed form and evidence of payment to: Napa County Clerk of the Board Attention: 2.88 Appeals County Administration Building 1195 Third Street, Suite 310 Napa, CA 94559
<u>By Email</u>	
Scan the signed completed form and attach it, along with evidence of payment, as PDF format to an email addressed to: clerkoftheboard@countyofnapa.org . If filing by email, you must additionally provide by hand delivery or mail a copy of the signature page of this Appeal Packet Cover Sheet with your original ("wet") signature. **You are responsible for ensuring that delivery is effective. Any errors or misspellings of the clerk's email address shall not be cause for extending the deadline.**	

Please Note: County staff is **not authorized** to grant any exceptions, including any extension of the deadlines or alterations of the fees, to the requirements for the Appeal Packet as set forth in Napa County Code Chapter 2.88. It is your responsibility to ensure that you have complied with all requirements and that the Clerk of the Board's office receives your Appeal Packet, supporting documentation, and evidence of payment prior to the 2 p.m. deadline. County staff cannot provide advice or legal assistance with this or any other appeal process.



WATER AUDIT CALIFORNIA

A PUBLIC BENEFIT CORPORATION
952 SCHOOL STREET #316 NAPA CA 94559
VOICE: (707) 681-5111
EMAIL: LEGAL@WATERAUDITCA.ORG

June 1, 2023

Napa County Board of Supervisors
1195 Third Street, Ste. 310
Napa, CA 94559

APPEAL PACKET - ADDITIONAL SHEETS (Appellant Water Audit California)

Appealing Duckhorn Vineyards Winery - May 3, 2023, decision of the Napa County Planning Commission's adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and approval of Use Permit Major Modification Application P19-00097-MOD

Appellant Name and Contact Information:

Water Audit California
952 School Street, PMB 316
Napa, California 94559
Legal@WaterAuditCA.org
530-575-5335

Grounds for Appeal

Water Audit California ("Water Audit") hereby appeals the May 3, 2023, decision of the Napa County Planning Commission's adoption of the Mitigated Negative Declaration ("MND") and Mitigation Monitoring and Reporting Program ("MMRP") and approval of Use Permit Major Modification Application P19-00097-MOD (collectively the "Application"), as captioned above. Water Audit appeals on its own behalf, on behalf of the general public and in the public interest. Water Audit has standing to appeal based on the submission of comment and testimony during the May 3, 2023 hearing. (see Napa County Code sec. 2.88.010 (G).)

Water Audit asserts that there was not a fair and impartial hearing. Critical issues were not considered, and evidence was withheld or misrepresented as discussed below.

There was no inquiry into potential injury to the public trust. Critical findings underlying the MND are not supported by the evidence. There is long term and extensive evidence of existing environmental injury; the projected water demand for the project is greater than the groundwater recharge from the site; and the proposed project will consume more water than the existing facility.

As separate and additional grounds for reversal of the Application, it is submitted that the proposed sole source of potable water has not been approved or reviewed by Department of Health or Division of Drinking Water and the City of St. Helena has not reviewed or commented on the project, and therefore there has not been a full and complete review of the project as required by the California Environmental Quality Act ("CEQA"). It is further submitted that the adopted Recommended Findings (Use Permit Major Modification Application Attachment ("Attachment") A - Recommended Findings ("Findings")) have failed to include a mandatory term of mitigation required by the California Department of Fish and Wildlife ("CDFW") and therefore the project poses a potential adverse effect on wildlife resources. Finally, to the extent that the project seeks to rely upon the importation of grapes, it does not comply with the terms of the Agricultural Land Preserve or the Williamson Act.

Introduction

Water Audit is a public benefit organization dedicated to advocating for the public trust. Our interest in this matter is greater than the decision regarding this project alone. This matter, and the existing environmental condition, are representative consequences of the failure of Napa County to perform its duties to protect the public trust.

The essential idea of the public trust doctrine is that the government holds and protects certain natural resources in trust for the public benefit. (See *Illinois Central Railroad v. Illinois* (1892) 146 U.S. 387, 452, 456; *National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419, 441; *Berkeley v. Superior Court* (1980) 26 Cal.3d 515, 521.)

Public trust theory has its roots in the Roman and common law (*United States v. 11.037 Acres of Land* (N.D. Cal. 1988) 685 F. Supp. 214, 215.) and its principles underlie the entirety of the State of California. Upon its admission to the United States in 1850, California received the title to its tidelands, submerged lands, and lands underlying inland navigable waters as trustee for the benefit of the public. (*People v. California Fish Co. (California Fish)* (1913) 166 Cal. 576, 584; *Carstens v. California Coastal Com.* (1986) 182 Cal.App.3d 277, 288.) The People of California did not surrender their public trust rights; the state holds land in its sovereign capacity in trust for public purposes. (*California Fish, Ibid.*)

The courts have ruled that the public trust doctrine requires the state to administer, as a trustee, all public trust resources for current and future generations, specifically including the

public trust in surface waters and the life that inhabits our watercourses. These trust duties preclude the state from alienating those resources into private ownership, and requires the state to protect the long-term preservation of those resources for the public benefit. (*National Audubon, supra.* 33 Cal.3d 419, 440-441; *Surfrider Foundation v. Martins Beach 1, LLC* (2017) 14 Cal.App.5th 238, 249-251; *Public Resources Code § 6009.1.*) The public trust fulfills the basic elements of a trust: intent, purpose, and subject matter. (*Estate of Gaines* (1940) 15 Cal.2d 255, 266.) It has both beneficiaries, the people of the state, and trustees, the agencies of the state entrusted with public trust duties.

The beneficiaries of the public trust are the people of California, and it is to them that the trustee owes fiduciary duties. As Napa County is a legal subdivision of the state, it must deal with the trust property for the beneficiary's benefit. No trustee can properly act for only some of the beneficiaries – the trustee must represent them all, taking into account any differing interests of the beneficiaries, or the trustee cannot properly represent any of them. (*Bowles v. Superior Court* (1955) 44 C2d 574.) This principle is in accord with the equal protection provisions of the Fourteenth Amendment to the US Constitution.

A public trust trustee "**may not approve of destructive activities without giving due regard to the preservation of those [public trust] resources.**" (*Center for Biological Diversity, Inc. v. FPL Group, Inc.* ("Bio Diversity") (2008) 166 Cal.App.4th 1349, 1370, fn. 19, 83 Cal.Rptr.3d 588.) [Emphasis added]

Common law imposes public trust considerations upon the County's decisions and actions pertaining to trust assets. (*Biological Diversity, supra.* 166 Cal.App.4th 1349; *Environmental Law Foundation v. State Water Resources Control Board* ("ELF") (Cal. Ct. App. 2018) 26 Cal.App.5th 844.) The courts have recognized the State's responsibility to protect public trust uses whenever feasible. (See, e.g., *National Audubon, supra.* 33 Cal.3d 419, 435; *California Trout, Inc. v. State Water Resources Control Bd.* (1989) 207 Cal.App.3d 585, 631; *California Trout, Inc. v. Superior Court* (1990) 218 Cal.App.3d 187, 289.) Napa County, under *Public Resources Code, section 6009.1*, has an affirmative duty to administer the natural resources held by public trust solely in the interest of the people of California.

The public trust doctrine requires Napa County, as a trustee, to manage its public trust resources (including water) so as to derive the maximum benefit for its citizenry. Even if the water at issue has been put to beneficial use, it can be taken from one user in favor of another need or use. The public trust doctrine holds that no water rights in California are truly "vested" in the traditional sense of property rights.

There can be no vested rights in water use that harm the public trust. Regardless of the nature of the water right in question, no water user in the State "owns" any water. Instead, a right to water grants the holder thereof only the right to use water, an "usufructuary right". The owner of "legal title" to all water is the State in its capacity as a trustee for the benefit of the public. All water rights are usufructuary only and confer no right of private ownership in the water or the watercourse, which belongs to the State. (*People v. Shirokow* (1980) 26 Cal.3d 301 at 307.)

The Standard for Review

There is more than a fair argument that injury *could* occur as a result of the proposed Duckhorn project and that a full Environmental Impact Report (EIR) is one of the likely remedies. "The foremost principle under CEQA is that the Legislature intended the Act to be interpreted in such manner as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language." (*Sierra Club v. County of Fresno* (2018) 6 Cal.5th 502, 511.)

In describing the scope of judicial review of an agency's application of the fair argument standard, the Supreme Court has stated: "**If there [is] substantial evidence that the proposed project might have a significant environmental impact, evidence to the contrary is not sufficient to support a decision to dispense with preparation of an EIR and adopt a negative declaration, because it [can] be "fairly argued" that the project might have a significant environmental impact.** Stated another way, if the [reviewing] court perceives substantial evidence that the project might have such an impact, but the agency failed to secure preparation of the required EIR, the agency's action is to be set aside because the agency abused its discretion by failing to proceed "in a manner required by law." " (*Citation omitted.*) "**The fair argument standard thus creates a low threshold for requiring an EIR, reflecting the legislative preference for resolving doubts in favor of environmental review.** [Citation.]" *Save the Agoura Cornell Knoll v. City of Agoura Hills* (2020) 46 Cal.App.5th 665, 675-7 (Emphasis added)

1. A "Finding" requires a hearing that considers evidence. Critical Findings underlying the MND are not supported by the evidence.

A planning commission hearing is quasi-judicial in nature. A commission has a duty to hear and weigh evidence and make a finding of facts ("Finding") at the conclusion of its deliberations.

Although such boards do not have the character of an ordinary court of law or equity, they frequently are required to exercise judicial functions in the course of the duties enjoined upon them. *In Robinson v. Board of Suprs.* (1979) 16 Cal. 208 the court says: 'It is sufficient if they are invested by the legislature with power to decide on the property or rights of the citizen. In making their decision they act judicially whatever may be their public character. (*Nider v. Homan* (1939) 32 Cal. App. 2d 11, 16.)

Through *Government Code, section 65800 et seq.*, the Legislature conveyed to the County the authority to adopt regulations and ordinances to promote the general welfare of the State's residents by control over zoning matters. *Government Code, section 65101* states in part: "The legislative body [i.e. the Board of Supervisors] may create one or more planning commissions each of which shall report directly to the legislative body." The Napa County Planning Commission performs the function of a planning agency.

Notwithstanding the State's sweeping assignment of powers, the County remains subordinate to the control and direction of the senior levels of government. Specifically, *Napa Ordinances Title 18* requires that the County's actions conform to state law. Courts have held that substantial evidence must support the award of a variance in order to ensure that legislative requirements have been satisfied. (See *Siller v. Board of Supervisors* (1962) 58 Cal.2d 479, 482; *Bradbeer v. England* (1951) 104 Cal.App.2d 704, 707.) To be admissible, evidence must be relevant, material, and competent. Evidence is considered "competent" if it complies with certain traditional notions of reliability. To be admissible and competent, evidence must be present.

In 2005 the Napa Department of Public Works, Division of Environmental Health published a memorandum regarding Use Permits and Regulated Water Systems ("2005 Regulated Water System Memo") and the required Technical, Managerial, and Financial Capacity Worksheet ("Worksheet") for Planning staff review of non-community water systems. The Worksheet was subsequently revised in 2018.

The purpose of this memo is to provide information regarding requirements for regulated water system permitting. The Division of Environmental Health has a contract with the California State Water Resources Control Board (Water Board) to administer the small water system program. Public water systems are required to be permitted by Water Board or the local delegated agency.

The Worksheet provides a water availability analysis shall be done for a ten-year period; the Bartelt WAA projected for only one year. (Attachment H - Water Availability Analysis_Tier 1) The Worksheet calls for examination of existing well logs. The Bartelt WAA did not discuss the topic, relying solely on statistical norms. (see *Id.*) The Worksheet calls for groundwater logs. Although the Bartelt WAA asserted that reference had been made to such logs, they are not part of the Application or the public record. (see *Id.*) Duckhorn avowed that it has been submitting extraction records to Napa County, (see proceedings from Planning Commission May 3, 2023 Hearing.) but no records were available to Water Audit's public records request.

More importantly, the Worksheet calls for a characterization of the water quality. Bartelt wrote: "Water quality results were not available for the irrigation wells prior to completion of this WAA. Water quality results for the 'Domestic Well #1' that provides water to the NTNCWS were not reviewed because it is assumed the water system complies with all Federal, State, and local laws governing public water systems." (Attachment H, p. 5.)

The Bartelt WAA states that "Annual Consumer Confidence Reports (CCR) have been submitted to the State and/or County..." (Attachment H, p. 5.) That statement is not true. In fact, not once in the last six years has a fully conforming CCR been filed. In 2017, 2018, 2019 and 2022 no reports were filed. In 2020 and 2021 reports were filed but not certified. (see Exhibit 1.)

The Worksheet requires planning staff to evaluate “the feasibility of consolidation with other (existing) systems. The Bartelt WAA again does not address the topic (see Attachment H). This Worksheet was referenced in the Bartelt WAA, but not submitted for public or planning commission review, “Refer to the Technical, Managerial, and Financial (TMF) Capacity worksheet for additional information on the existing public water system (PWS) and proposed modifications included with the Use Permit Modification Application.” (see Attachment H, p. 3) Water Audit only obtained a copy of the Technical, Managerial, Financial (“TMF”) Capacity Worksheet document in response to a Public Records request. The TMF is dated 2019, and addresses the subject by stating:

The closest large-scale municipal water system is operated by the City of Saint Helena. This municipal water system is not located within the vicinity of the proposed water system for the Duckhorn Vineyards Winery project. It is infeasible to consolidate with any existing water systems at this time. If municipal water service becomes available in the future, it is anticipated that the onsite well will continue to be utilized for wine production and any municipal water service would be utilized for domestic purposes. There is no anticipated consolidation with other (existing) water systems near the site. (TMF, p. 4.)

In fact, the recently approved use permit from applicant Freemark Abbey project “Inn at the Abbey” is located at the other end of Lodi Lane and has a connection to City of St. Helena water. (See Exhibit 2.) It was an abuse of discretion not to discuss this alternative. See City of St. Helena following.

According to Attachment H, at p.2:

“[a] Tier 2 well interference analysis need only be conducted when ‘substantial evidence in the record indicates the need to do so under the California Environmental Quality Act (CEQA).’^{1 2} At the request of Napa County Planning, Building, and Environmental Services Division, a **Tier 2 and Tier 3 Water Availability Analysis was prepared by Wagner & Bonsignore and has subsequently been submitted to Napa County.**” (emphasis added)

The Applicant directly states in the record that “[t]he DVW project team has conducted extensive analyses of anticipated groundwater usage and potential effects on adjacent wells and the Napa River. Specifically, in addition to the standard Tier 1 Water Availability Analysis, Tier 2 & 3 analyses have been conducted as outlined in the County of Napa Water Availability Analysis Guidelines (May 2015) ... The complete Tier 1, Tier 2 and Tier 3 analyses are included as part of the documents submitted in support of the Modification application.” (Attachment D - Use Permit Major Modification Application, p. 6.)

Subsequent to the May 3, 2023 hearing, Water Audit submitted a Public Record Act request to Napa County on May 4, 2023, which stated “Please provide to Water Audit California a copy of the WAGNER & BONSIGNORE Tier 2 and Tier 3 Water Availability Analysis Report. See agenda packet page 379: ‘At the request of Napa County Planning, Building, and Environmental Services Division, a Tier 2 and Tier 3 Water Availability Analysis was prepared by Wagner &

Bonsignore and has subsequently been submitted to Napa County.”

On May 24, 2023, the County responded “After conducting a reasonable search, Napa County did not locate any records responsive to your request. Thus, we have closed your request.”

The screenshot displays a public records request interface. On the left, under 'Dates', it shows 'Received May 4, 2023 via web'. Under 'Requester', it lists 'William R. Bartelt' with contact information: 'leg@waterauditca.org', '162 School Street, P.O. Box 216, Napa, CA 94559', and phone number '530.251.5331'. Under 'Staff Assigned', it lists 'Departments Planning, Building and Environmental Services (PBES)'. On the right, under 'Request', it states: 'RE: County of Napa Planning Commission May 3, 2023 8A: DUCKHORN WINE COMPANY / DUCKHORN VINEYARDS WINEERY / USE PERMIT MAJOR MODIFICATION (P19-00097-MOD)'. Below this, it says: 'Please provide to Water Audit California a copy of the WAGNER & BONSIGNORE Tier 2 and Tier 3 Water Availability Analysis Report. See agenda packet page 379. At the request of Napa County Planning, Building, and Environmental Services Division, a Tier 2 and Tier 3 Water Availability Analysis was prepared by Wagner & Bonsignore and has subsequently been submitted to Napa County.' Underneath is a 'Respectfully' signature and 'Water Audit California'. At the bottom, there are tabs for 'Timeline' and 'Documents'. A 'Request Closed' status is shown with a sub-header 'Request Closed' and a description: 'After conducting a reasonable search, Napa County did not locate any records responsive to your request. Thus, we have closed your request.'

In spite of the above representations of Duckhorn and Bartelt, a Tier 2 or Tier 3 Analysis was not a part of the record that was considered by the Commission on May 3, 2023, nor is it available as a public record. Therefore, the Commission erred when it approved the Application as it relied on statements, presented as facts, when evidence supporting those statements is not a part of the record. Thus, the record does not meet basic evidentiary rule requirements as a part of regulated decision making.

2. The MND fails to consider substantial evidence of existing environmental injury.

In rejecting the need for a Tier 2 and Tier 3 analysis, the Planning Department spokesperson opined that it was not necessary under Water Availability Analysis Guidelines (“WAA 2015”) as there was no evidence of existing environmental injury. (see proceedings from Planning Commission May 3, 2023 Hearing.) The Application and Napa County did not present or discuss any of the extensive study data that shows injury to the public trust that has been assembled over nearly thirty years.

The relationship between groundwater extraction and Napa River flows was reported in November 1994 when the City of St. Helena (CSH) commissioned a report from Richard C. Slade and Associates titled *Hydrological Assessment for Water Well Feasibility for City of St. Helena,*

¹ From Table 2A from the Napa County Water Availability (WAA - 2015) - Design, Construction and Guidance Document.

² Substantial evidence in support of present environmental injury was not considered. See following.

Napa Valley, California (“*Hydrological Assessment*”). It considered the conditions proximate to Pope Street and the Napa River, approximately two miles downstream from Duckhorn. Similar geological conditions exist in both locations.

The *Hydrological Assessment* presented information and conclusions that indicate a hydrologic connection between the groundwater system and surface water contained in the Napa River. It concluded that there is a surface water/groundwater interface by which the Napa River recharges the groundwater system pumped by production wells, even if the wells are screened only in the deeper volcanic rocks. It reports that production wells screened and/or gravel packed in the alluvium can nevertheless draw directly from the alluvium that is in direct contact with the Napa River.

Over a decade ago, the County’s consulting engineers, Luhdorff and Scalmanini Consulting Engineers (LSCE) informed a citizen’s advisory committee of the diminution of surface flows by groundwater extraction. In its April 2014 final report to the Board of Supervisors the Groundwater Resources Advisory Committee (GRAC) recognized the potential problem of extractions dewatering surface waters and voted to ignore the issue. The majority of GRAC members recommended the County maintain the existing WAA [water availability analysis] process, not revise the well-to-well interference criterion, and not add a new criterion for well-to-surface water interference.

In September 2014, the Legislature adopted the Sustainable Groundwater Management Act (SGMA); Wat. Code, section 10720 et seq. The valley portion of Napa County was identified as a priority sub-basin. Duckhorn is within the defined sub-basin. SGMA required Napa County to either submit evidence by the end of 2017 that the County was sustainable in its groundwater utilization (herein an “Alt Plan”), or form a groundwater sustainability agency (GSA) to develop and implement a groundwater sustainability plan (GSP) to avoid undesirable results and mitigate overdraft.³

In 2015, Napa County adopted Water Availability Analysis Guidelines (WAA 2015). While the WAA provided for review of larger wells that were proposed to be located proximate to watercourses, the provisions were not vigorously enforced. Water Audit frequently reviewed applications where blue water streams and water courses have been simply left off submittals; their omission unnoted by staff.

Also in 2015, LSCE reported to the Napa County Watershed Information and Conservation Council (“WIIC”) an example site of the dewatering surface waters by groundwater extraction earlier report to the GRAC: the cause of the Napa River drying at Pope Street in St. Helena. In two slides, LSCE showed the relationship between groundwater extraction, a lower groundwater level, and a dry river. The site presented is approximately two miles downstream of the project, and has similar hydrogeological characteristics.

REDACTED
per Chair's Good Cause
Determination

In 2016, LSCE recommended that Napa County install additional monitoring of groundwater/surface water interactions in areas where data was lacking. No additional monitoring was installed.

In 2017, Napa County submitted an *Alt Plan* that claimed stable groundwater levels over a 28-year base period. In the *Alt Plan* LSCE avoided discussing substantively the issue of potential injury to the public trust or interference with groundwater dependent ecosystems (GDE). Under SGMA, GDEs are ecological communities or species that depend on groundwater emerging from aquifers or groundwater occurring near the ground surface (*GSP Regulation, section 351, subdv. (m)*).

The *Alt Plan* was rejected by the Department of Water Resources ("DWR") in November 2019. As the DWR Rejection ("Rejection") largely mirrors current difficulties, the agency's comments are recited at length.

The DWR stated that the County's sustainability indicators section conflated "three requirements of the sustainable management criteria set out in the GSP Regulations: undesirable results, [UR] minimum thresholds, [MT] and measurable objectives [MO]." For clarity they were explained by the DWR as follows:

- 23 CCR § 354.28(c)(1) specifies that the MT for chronic lowering of groundwater levels shall be based on groundwater elevations indicating a depletion of supply that may lead to undesirable results;
- 23 CCR § 354.28(c)(2) specifies that the minimum threshold for depletions of interconnected surface water shall be the rate or volume of surface water depletions caused by groundwater use that has adverse impacts on beneficial uses of the surface water and may lead to undesirable results; and
- 23 CCR § 354.32 requires that each basin be monitored, and that a monitoring network include monitoring objectives, monitoring protocols, and data reporting requirements be developed that shall promote the collection of data of sufficient quality, frequency, and distribution to characterize groundwater and related surface water conditions in the basin and evaluate changing conditions.

³ GSAs are charged with procedural and substantive obligations designed to balance the needs of the various stakeholders in groundwater in an effort to preserve, and replenish to the extent possible, this diminishing and critical resource. (Water Code, sections 10721, subds. (u), (v), (x)(6), 10723.2, 10725.2, 10725.4, 10726.2, 10726.4, 10726.5.)

The DWR Rejection noted that the sub-basin was inadequately monitored: only eight wells had ten years of reporting, and surface water ground water interfaces were inadequately measured. More importantly for the purposes of this appeal, the DWR reported the County established that there were diminished baseline flows that had to be taken into consideration.

Of the representative monitoring wells used for groundwater levels, storage, and depletions of interconnected surface water, 10 of the wells did not have 10 or more years of data. These 10 wells are the multi-completion wells installed in 2014, specifically for monitoring surface water-groundwater interactions. ...

... the County proposes that historically diminished baseflow, although it could be considered an undesirable result, should not be disqualifying because SGMA does not require an agency to address undesirable results that occurred before, and have not been corrected by, January 1, 2015.

While it is true that SGMA does not require undesirable results prior to 2015 to be remediated, the presence of undesirable results before 2015 undermines the County's claim that it has operated the Napa Valley Subbasin without undesirable results.

The DWR Rejection said in part: "The [Alt Plan] notes that the historical occurrence of diminished baseflow could be considered an undesirable result but claims that this possibility is basically immaterial inasmuch as SGMA does not require an alternative to address undesirable results that occurred before, and have not been corrected by, January 1, 2015." This is the same existing injury argument that Napa County has used to decline to discuss Tier 2 and Tier 3 review of groundwater extraction.

The DWR response to Napa County is informative:

The County pivots on this point, taking language from SGMA and employing it to make two arguments. The County notes that a GSP is not required to address undesirable results that occurred before, and have not been corrected by, January 1, 2015, and that a groundwater sustainability agency has discretion to set measurable objectives and the timeframes for achieving any objectives for those undesirable results. The County applies both provisions to its situation. ...

At any rate, **the 2015 baseline for undesirable results is simply a limitation on what conditions must be addressed; it does not operate as an exoneration of the undesirable result itself.** SGMA may not require a basin to reverse the effect of undesirable results to pre-SGMA conditions, but if undesirable results occurred during the 10-year period of the Alternative, that basin cannot demonstrate that it operated within its sustainable yield. (Emphasis added)

In early 2020, Water Audit wrote to the Napa Board of Supervisors urging them to consider public trust issues and highlighting portions of LSCE reports that indicated adverse surface water groundwater interface. The County was advised of its duty to the public trust. Caution and increased monitoring were recommended. A public Forum was held to deliver the message. The response from the County has been for the Director of Planning (current acting CEO) to repeatedly deny any responsibility for sufficient stream flows.

In 2022, a Napa County Groundwater Sustainability Plan (“GSP”) was prepared and filed that represented the Basin to be operated within sustainable limits and without GDE injury requiring remediation. Notice that the GSP was approved was received by Napa County in January 2023.

Because the drying of the Napa River at CSH predated 2015, the GSP continued to document the drying reach but no longer considered the drying reach a reportable injury under SGMA. (See GSP 6-50 and Figure 6-18. See also: *Calculated Depth to Groundwater at Napa River Thalweg within One Mile of Monitored Wells*, Spring 2010, Figure 121; Spring 2015; GSP Figure 6-122, Spring 2019, GSP Figure 6-123-a; *Surface Water-Groundwater Hydrograph Site 5: Napa River at Pope Street*, GSP Figure 6-18.)

Although a pre-2015 injury may not be remediated under SGMA, the courts have held that even long-standing injuries are subject to public trust review. (See *Audubon, supra*. 33 Cal.3d 419; *California Trout, Inc. v. State Water Resources Control Bd.* (1989) 207 Cal.App.3d 585 (*Cal Trout I*); *California Trout, Inc. v. Superior Court* (1990) 218 Cal.App.3d 187 (*Cal Trout II*); *ELF, supra*. 26 Cal.App.5th 844.)

In March 2023, LSCE authored a report entitled the *Napa County Groundwater Sustainability Annual Report – Water Year 2022*. (herein “*LSCE 2023*”) It states that from 2015 to 2022 the County monitored from 13 to 15 representative monitoring sites in proximity to CSH. (*LSCE 2023*, Table 6.3.)

Over pumping of groundwater impairs groundwater dependent ecosystems. (*LSCE 2023*, Figure 4-2.) The saturated thickness of the alluvial aquifer substantially increased in most parts of the Subbasin between Spring 2021 and Spring 2022 with a predominant range of one foot to 10 feet (*LSCE 2023*, Figure 6-21). **Notable declines in saturated thicknesses (five to seven feet) occurred in some areas north of St. Helena**, i.e. in the area of the Duckhorn project. (*LSCE 2023*, p. 74.)

LSCE 2023 contains the admission that, contrary to the representation of Napa County’s sustainable conduct in the GSP, groundwater extraction has exceeded sustainable limits in five of the last seven years.

The *LSCE 2023* report states:

Groundwater pumping was a total of about 18,790 AF in WY [water year] 2022, exceeding the MT [minimum threshold] for reduction of groundwater storage. Additionally, groundwater pumping in WY 2022 results in 18,023 AF as the seven-year groundwater pumping average. **The seven-year groundwater pumping average in WY 2022 qualifies as an undesirable result in the Subbasin.** (Emphasis added)

The information is readily available to determine whether Duckhorn is causing or will cause injury to the public trust. Bartlet’s WAA states “At the request of Napa County Planning, Building, and Environmental Services Division, a Tier 2 and Tier 3 Water Availability Analysis was prepared

by Wagner & Bonsignore and has subsequently been submitted to Napa County.” (Attachment H, p. 2.)

See also:

“The DVW project team has conducted extensive analyses of anticipated groundwater usage and potential effects on adjacent wells and the Napa River. Specifically, **in addition to the standard Tier 1 Water Availability Analysis, Tier 2 & 3 analyses have been conducted as outlined in the County of Napa Water Availability Analysis Guidelines (May 2015). The report reaches the following conclusions:**

- From review of the Tier 1 WAA analysis and discussions with Duckhorn Vineyards, the only well with a planned increase in pumping demand is Domestic Well #1, which will provide water supply for the new winery facilities. Of the four remaining onsite wells, Irrigation Wells #1 and #3 are planned for abandonment, Well #2 will have reduced pumping demand (from removal of vineyard and possible processed water use for irrigation), and Well #4 will have no change in annual demand.
- From the well logs, geologic maps and reports reviewed, and our analysis, groundwater pumping influence from onsite Domestic Well #1 and Well #4 under confined aquifer conditions, appears to have a potential to reach neighboring wells. However, our analysis indicates the effects would be relatively minor and within the default values given on Table F-1 of the County WAA Guidance Document.
- Review of the well completion report for Domestic Well #1 indicates that it draws water supply from tuffaceous units of the Sonoma Volcanics. The Napa River is incised into young alluvial deposits that extend to a depth of 40 feet and were sealed off from the volcanics during well construction. No direct connection to the overlying alluvium is indicated in the well log.
- Analysis of potential streamflow depletion using the USGS program STRMDEP08 indicates that pumping from the project well (Domestic Well #1) might have a small effect on the Napa River if some infiltration were to occur through a leaky aquitard. However, the effects when pumping at the water system design output of 12 gpm appears to be very small and not likely measurable, if it is occurring.

The complete Tier 1, Tier 2 and Tier 3 analyses are included as part of the documents submitted in support of the Modification application.”

The DWR has stated that the reported depletions of interconnected surface water also have significant and unreasonable adverse impacts. *LSCE 2023* reported an undesirable result when the representative monitoring site in the proximity of the Duckhorn project fell below the minimum threshold. (*LSCE 2023*.)

This withholding of evidence precludes the ability to challenge conclusions allegedly found on this data. For example, the assertion “No direct connection to the overlying alluvium is indicated in the well log” appears to be in direct contradiction to the conclusion in the Slade report that production wells screened and/or gravel packed in the alluvium can nevertheless draw directly from the alluvium that is in direct contact with the Napa River. This conflicting professional opinion can be resolved by qualified expert review of Tier 2 and Tier 3 analyses.

3. The Proposed Water Demand exceeds groundwater recharge.

On its face, the 14.0 acre-feet proposed water demand by Duckhorn is in excess of current limits. The current water use criteria for a parcel located within the "Napa Valley Floor" area is defined as 0.3 acre-feet per acre per year, or 9.7± acre-feet per year for the project.⁴

Water supply resiliency is a threshold of significance for land use change or development projects. This project requires an EIR that must first answer the question posed by *CEQA, Section G, XVIII Utilities and Service Systems (d)*: "Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?"

The public trust imposes a second related question for its trustees: "Can existing uses continue, or must they be abated to mitigate injury to the public trust?"

Although the winery has been in operation since 1976, no tangible evidence is disclosed in the Application of actual historical or present water use; the Application relies exclusively on statistical norms. "The groundwater demand generated ... is estimated to remain the same." (Attachment H, p. 7) "The total estimated water usage for the existing and proposed uses for the project is calculated based on the *Guidelines for Estimating Residential and Non-residential Water Use*." (Attachment H, p. 5)

"When the well's dry, we know the worth of water." -*Benjamin Franklin*

4. The evidence shows the proposed project will consume more water than the existing facility.

The adopted Findings summararily state that water saving features would reduce the overall groundwater use of the project.

The project is considered not to have potential to significantly impact groundwater resources. Because the projected water demand for the project is below the estimated water availability acre feet per year for the parcel, the requested Use Permit is consistent with General Plan Goals CON-10 and CON-11, as well as the policies mentioned above that support reservation and sustainable use of groundwater for agricultural and related purposes. The project will not require a new water system or other improvements and will not have a negative impact on local groundwater. (Attachment A, p. 6.)

Attachment H, at Table III, estimates a total water demand of 14.00 acre-feet, with tasting room visitation at 0.74 acre-feet per year, and events and marketing at 0.42 acre-feet per year, for a combined total of 1.16 acre-feet per year. The estimates allow not a gallon of water for kitchen use for the tens of thousands of meals anticipated to be served annually.

⁴ Without making allowance for the removal of nearly 25% of groundwater recharge on land impaired by buildings and parking.

5. The failure to provide notice to the Department of Drinking Water and the City of St. Helena has prevented full and complete review of the project as required by the CEQA.

State Clearing House records (SCH No. 2023030759) indicate that notice was not given to two relevant state agencies: The Division of Drinking Water and the City of St. Helena. Accordingly, there has not been a full and complete review of the project as required by CEQA.

A. Division of Drinking Water

The proposed sole source of potable water has not been approved or reviewed by Department of Health or Division of Drinking Water. The *2005 Regulated Water System Memo* warns planning staff:

There is a possibility that existing wells may not meet the construction requirements for a regulated water system. If the source does not meet the requirements, a new water supply will have to be developed, which must be reflected in the feasibility report. Prior to issuance of a building permit, the new water supply must be developed and full plans for the water system must be submitted and approved by this division.

Although in narrative the Applicant avows that there are no changes anticipated in the potable water system, a more detailed review reveals that the Division of Drinking Water (“DDW”) should have been given the opportunity to review the Application.

The Bartelt WAA states that the Duckhorn system is a NTNCWS (non-transient non-community water system). (Attachment H, p. 5) The *Water Code* provides that this is a regulated public water system.

Water quality standards are to protect the public health or welfare and to enhance the quality of water. DDW regulates public water systems; oversees water recycling projects; permits water treatment devices; supports and promotes water system security.

Duckhorn represents that the project is in compliance with Department of Health standards for a “non-transient non-community” water system, a classification is based upon the representation that Duckhorn employs less than 25 people. (Attachment H, p. 3.) It also represented “The approved number of 56 employees, which includes 45 full-time employees, five (5) part-time employees, and six (6) harvest/seasonal employees” (Attachment H, p.1) However, in response to a 2017 Napa County survey of employers, 228 people were reported to be employed.

Duckhorn is one of only three sites in the Napa Valley reporting arsenic exceedances, a situation that LSCE states is not attributable to groundwater conditions. (*LSCE 2023, ES-9.*) Contrary to representations that there are no reportable quantities of hazardous wastes on the property, Duckhorn filed substantial disclosures in 2012, and offers no explanation why similar quantities of similar hazardous materials are not present now.

While it is true that a domestic water well was approved, there is no evidence that the present well proposed to be the sole source of water is an approved public water system well. In

fact, the evidence suggests a nomenclature shell game with public health. Careful attention is required.

Historically, Duckhorn operated under the trade name St. Helena Wine Company. Early operations were commenced at the same site, 3072 Silverado Highway, at the corner of Silverado Trail and Lodi Lane. Napa County Department of Public Health records show that in 1976 it approved one of two existing wells for potable water uses on the site:

Water Supply - Water will be supplied by two wells on the property. A bacteriological analysis of the older well located next to Silverado Trail was made in October of 1970 and was satisfactory. The newer well next to the river was installed under inspection by this office on June 18, 1975. This supply has not been analyzed for quality. The quantity of water from the wells is adequate.

In 1986, the original approved domestic well was destroyed. The new well drilled, and the sole source of water for the public water system (Attachment H, p. 22) is stated on its face to be an irrigation well. There is no record of approval of the current well for potable use. It is unknown whether it is capable of legally performing that task.

The Bartelt WAA (Attachment H, p. 5) directs the public to the drinking water Consumer Confidence Reports maintained by the Water Board. Review of those records reveals that Duckhorn filed no reports for three years, during the period of 2017 through 2019, and that the reports submitted in 2021 and 2022 are missing their mandatory certification. Not once in six years has a fully compliant report been filed (see Exhibit 1.)

There is no indication that DDW has been notified that the project's entire potable water supply will be provided by one well, or that the well is potentially drawing from the Napa River aquitard. (Attachment D, p. 26); See *Cal. Code of Regulations* tit. 22 (*Cal Regs*), section 64413.1, *subd. (3)*, which requires that special water treatment consideration be given to treat groundwater derived in part from a surface water source.) Furthermore, California Code of Regulations, section 64554, subdivision (c) provides that "Community water systems using only groundwater shall have a minimum of two approved sources before being granted an initial permit."

For the foregoing reasons, it is submitted that the DDW must be given notice of the Application.

B. The City of St. Helena.

The City of St. Helena has not reviewed or commented on the project as occurred in the with the 1976 Use Permit. The Duckhorn project is within the vicinity of several recently approved projects that potentially impact a public trust interest. Any increase in the project's water consumption may have an adverse impact on the City's efforts to mitigate injuries to the public trust.



Napa County Annual Groundwater Sustainability Plan Water Year 2022 page 165 Figure 1-3
California Department of Water Resources Groundwater Basin Prioritizations - Closeup
Figure 1-3 does not identify York Creek or Sulphur Creek by name.

6. The MND does not include a necessary term of mitigation requested by CDFW.

The project proposes drilling horizontally under the Napa River to move water and wastewater from side to side of the property. (Attachment K - Horizontal Directional Drilling Exhibit.) While certain CDFW mitigation issues were included in the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Attachment C - Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program), one critical matter was not. CDFW requested that a term of mitigation be included requiring a “frac out plan” to indicate the manner of protecting the Napa River from the mud slurry and lubricating fluids generated by drilled the horizontal conduits.

Correspondence from CDFW implies that such an agreement had been made.

Thank you for including a mitigation measure in the MND requiring the Project to submit an LSA notification for the directional drilling that would occur under the Napa River. Please include a frac-out plan with the LSA notification. CDFW, as a Responsible Agency under CEQA, will consider the CEQA document for the Project. CDFW may not execute the final LSA Agreement until it has complied with CEQA as a Responsible Agency. (Attachment O – Additional Public Comments, p. 5.)

While Chair Whitmer rather petulantly asserted that the CDFW requests for mitigation would be honored (see proceedings from Planning Commission May 3, 2023 Hearing.) CDFW was not included in Attachment B - Recommended Conditions of Approval and Final Agency Approval Memos, and its request for a frac plan is not in Attachment C - Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

It appears from correspondence with the Water Board that Duckhorn intends to argue that as the horizontal bore hole originates and terminates outside the boundaries of the Napa River a *Fish and Game Code, section 1602* permit is not required. In that instance, absent an express

requirement in the Mitigated Declaration, it is possible that the frac material will enter the river and environmental injury will certainly occur.

7. To the extent that Duckhorn seeks to process grapes from outside Napa County, the project does not comply with the terms of the Agricultural Land Preserve or the Williamson Act.

The Williamson Act (*Government Code, section 51200 et seq.*) enables Napa County to enter into contracts with private landowners for the purpose of restricting specific parcels to agricultural use. The primary intent of the program is to preserve agricultural land. In return for voluntarily restricting their land, landowners receive beneficial property tax assessments. The Williamson Act is designed to conserve the economic resources of the County by maximizing the amount of agricultural land preserved to maintain the local agricultural economy.

In 2017 Duckhorn expanded its Williamson Act contract by lot line adjustment to encompass the entirety of the project site.

Wineries are *prima facie* an acceptable land use in the Agricultural Land Preserve, but Duckhorn proposes to import grapes from another county to make up to 25% of its production.

In that respect the project is not an ancillary to Napa agriculture, and in fact this project diminishes the amount of farmed land in the County.

During the hearing, banter was conducted about saving fuel by not having to truck grapes out of county for processing. (see proceedings from Planning Commission May 3, 2023 Hearing.) No discussion was had regarding the anticipated fuel consumed by trucking *into Napa* grapes from outside the County. (*Id.*) Winery capacity that is surplus to local needs is of no use to Napa County agricultural interests and is therefore inconsistent with the Williamson Act.

8. Prior Use Permit agreements have obliged Duckhorn to provide a left-hand turn lane on Silverado Trail.

On July 24, 1980, the Napa Public Works Department wrote:

We stated in our May 28, 1976 letter to the Commission regarding, approved Use Permit #U-827576 that a left turn lane would be required at such time as the winery started public tours and tastings. The applicant as a condition of this application is to install a left turn lane on the Silverado Trail to channelize northbound traffic wishing to enter the facility.

On December 11, 1980, Napa Public Works wrote:

The applicant is to enter into a deferred improvement agreement with the county to install a left turn storage lane on the Silverado Trail to channelize North bound traffic wishing to enter the facility, at such time as public tours and tasting are offered.

On November 26, 1982, Daniel J. Duckhorn wrote:

I refer you to the last paragraph of the December 11, 1980 letter to Planning from your Department. The requirement' specifically states that such left turn lane will be installed at such time as public tours and tastings are offered.

Conclusion

We manage what we measure.

For the foregoing reasons, Water Audit respectfully prays that the decision adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and approval of Use Permit Major Modification Application P19-00097-MOD be reversed and that Duckhorn be instructed to prepare an Environmental Impact Report if it should choose to proceed with the proposed project.

Respectfully,

A handwritten signature in blue ink, appearing to read 'W. McKinnon', is positioned above the typed name.

William McKinnon
General Counsel
Water Audit California

EXHIBIT 1

REDACTED

 First American Title™	Property Owner's Notice Guarantee
	ISSUED BY First American Title Insurance Company
Guarantee	GUARANTEE NUMBER 5022800-0006842E

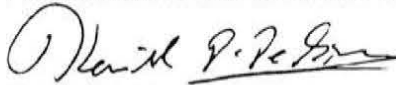
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

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

GUARANTEES
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



Kenneth D. DeGiorgio
President



Greg L. Smith
Secretary

By: 

Authorized Countersignature



First American Title™

Property Owner's Notice Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5022800-0006842E

Schedule A

File No.: **T0021585-006-006-KD**

Date of Guarantee: **May 31, 2023 at 7:30 AM**

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

Fee: **\$500.00**

1. Name of Assured:

County of Napa

2. ASSURANCES:

a. According to the last equalized Assessment Roll ("Assessment Roll") in the office of Assessors/Tax Collector 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): **022-100-033, 022-100-034, 022-100-035, 022-130-010**

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

021-351-001-000
EVAN KLETTER
5180 GOLDEN FOOTHILL PKWY
#210
EL DORADO HILLS CA 95762

021-353-012-000
CENTA LLC
PO BOX 2222
SAINT HELENA CA 94574

021-353-013-000
LEE E TITUS & SONS LTD
PO BOX 608
SAINT HELENA CA 94574-0608

021-390-002-000
CHARLES WADE CHAMBERS
TR
18740 KOSICH DR
SARATOGA CA 95070

021-390-003-000
LOU & ANN IVANOVIC
9 BOURNEMOUTH RD
SAINT HELENA CA 94574

021-390-004-000
VAIL K & CAROL V MILLER
3629 RED OAK RD
OREGONIA OH 45054

021-390-005-000
VAIL K & CAROL V MILLER
3629 RED OAK RD
OREGONIA OH 45054

021-390-009-000
TREVOR HEALY & MARIE
GOULD
25215 STEWART PL
CARMEL CA 93923

021-390-012-000
VAILIMA ESTATES HOMEOWNERS
ASSN
PO BOX 526
SAINT HELENA CA 94574-5026

021-390-014-000
VAILIMA ESTATES MUTUAL
WATER CO
PO BOX 526
SAINT HELENA CA 94574-5026

021-390-016-000
KENNETH B & SARAH
WOODBERRYTRAUNER TR
2684 GREEN ST
SAN FRANCISCO CA 94123

021-390-017-000
NAPA B & B LLC
1300 1ST ST STE 368
NAPA CA 94559-2956

022-100-008-000
NEW VAVIN INC
3222 EHLERS LN
SAINT HELENA CA 94574

022-100-010-000
SUTTER HOME WINERY INC
PO BOX 248
SAINT HELENA CA 94574

022-100-011-000
JOHN & KATHLEEN
PAGENDARM
1105 EHLERS LN
SAINT HELENA CA 94574-9708

022-100-013-000
KORTE RANCH LP
1105 EHLERS LN
SAINT HELENA CA 94574

022-100-016-000
CITY OF CALISTOGA
1232 WASHINGTON ST
CALISTOGA CA 94515-1440

022-100-017-000
CITY OF CALISTOGA
1232 WASHINGTON ST
CALISTOGA CA 94515-1440

022-100-026-000
NEW VAVIN INC
3222 EHLERS LN
SAINT HELENA CA 94574

022-100-029-000
NEW VAVIN INC
3222 EHLERS LN
SAINT HELENA CA 94574

022-130-026-000
FRANK R & JOANNA L
SCULATTI TR
701 ROSSI RD
SAINT HELENA CA 94574-9647

021-390-001-000
RONALD M & HELAINE D KATZ
PO BOX 410 A
ST HELENA CA 94574

021-390-010-000
E RICHARD JONES TR
3884 SILVERADO TRL
CALISTOGA CA 94515

022-120-003-000
DAVID PAUL & NANCY ANNE
YEWELL TR
1119 EHLERS LN
SAINT HELENA CA 94574

022-130-003-000
DAVID C WIGNALL
KATHERINE P ARCANIN TR
1154 LODI LANE
SAINT HELENA CA 94574-9713

022-130-008-000
LLOYD H OWEN
307 BERKELEY PARK BLVD
KENSINGTON CA 94707

022-130-009-000
LLOYD H OWEN
307 BERKELEY PARK BLVD
KENSINGTON CA 94707

022-220-024-000
JOHN D MURPHY
& PAULA L KEY TR
1115 LODI LN
SAINT HELENA CA 94574-9713

022-130-011-000
LOOKING GLASS VINEYARD
LLC
1104 ADAMS ST STE 104
SAINT HELENA CA 94574

022-130-014-000
ALBERT MICHAEL IN AHERN TR
PO BOX 460329 DEPT 909
HOUSTON TX 77056

022-130-022-000
NOT A BAD VIEW LLC
400 SPEAR ST STE 106
SAN FRANCISCO CA 94105

022-130-023-000
JACKSON FAMILY
INVESTMENTS III LLC
421 AVIATION BLVD
SANTA ROSA CA 95403

022-130-024-000
JACKSON FAMILY
INVESTMENTS III LLC
421 AVIATION BLVD
SANTA ROSA CA 95403

022-130-025-000
CLAYTON W & KELLY M BAVOR
TR
264 BAY RD
ATHERTON CA 94027

022-220-003-000
MAD FAMILY VINEYARD LLC
30974 WALDEN DR
WESTLAKE OH 44145

022-220-018-000
WILLIAM & LUCY HAMILTON
LLC
2351 DELONG RD
LEXINGTON KY 40515

022-220-019-000
JOHN H BERGGRUEN TR
40 FLORENCE ST
SAN FRANCISCO CA 94133

022-220-021-000
JOHN H BERGGRUEN TR
40 FLORENCE ST
SAN FRANCISCO CA 94133

022-220-022-000
JOHN MICHAEL &
PAMELA LYNN ZISSIMOS TR
55 S KNOLL RD
MILL VALLEY CA 94941-2464

022-220-023-000
CENTA LLC
PO BOX 2222
SAINT HELENA CA 94574

022-220-025-000
VINEYARD 29 LLC
PO BOX 93
SAINT HELENA CA 94574

022-220-029-000
JACKSON FAMILY
INVESTMENTS III LLC
421 AVIATION BLVD
SANTA ROSA CA 95403

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 that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

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

9. Payment of Loss.

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

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

10. Subrogation Upon Payment or Settlement.

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

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

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

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

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

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and

contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

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

 First American Title™	Property Owner's Notice Guarantee
	ISSUED BY First American Title Insurance Company
Guarantee	GUARANTEE NUMBER 5022800-0006842E

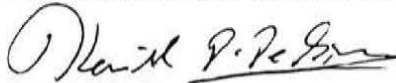
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

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

GUARANTEES
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



Kenneth D. DeGiorgio
President



Greg L. Smith
Secretary

By: 

Authorized Countersignature



First American Title™

Property Owner's Notice Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5022800-0006842E

Schedule A

File No.: **T0021585-006-006-KD**

Date of Guarantee: **May 31, 2023 at 7:30 AM**

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

Fee: **\$500.00**

1. Name of Assured:

County of Napa

2. ASSURANCES:

a. According to the last equalized Assessment Roll ("Assessment Roll") in the office of Assessors/Tax Collector 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):
022-100-033, 022-100-034, 022-100-035, 022-130-010

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

021-351-001-000
EVAN KLETTER
5180 GOLDEN FOOTHILL PKWY
#210
EL DORADO HILLS CA 95762

021-353-012-000
CENTA LLC
PO BOX 2222
SAINT HELENA CA 94574

021-353-013-000
LEE E TITUS & SONS LTD
PO BOX 608
SAINT HELENA CA 94574-0608

021-390-002-000
CHARLES WADE CHAMBERS
TR
18740 KOSICH DR
SARATOGA CA 95070

021-390-003-000
LOU & ANN IVANOVIC
9 BOURNEMOUTH RD
SAINT HELENA CA 94574

021-390-004-000
VAIL K & CAROL V MILLER
3629 RED OAK RD
OREGONIA OH 45054

021-390-005-000
VAIL K & CAROL V MILLER
3629 RED OAK RD
OREGONIA OH 45054

021-390-009-000
TREVOR HEALY & MARIE
GOULD
25215 STEWART PL
CARMEL CA 93923

021-390-012-000
VAILIMA ESTATES HOMEOWNERS
ASSN
PO BOX 526
SAINT HELENA CA 94574-5026

021-390-014-000
VAILIMA ESTATES MUTUAL
WATER CO
PO BOX 526
SAINT HELENA CA 94574-5026

021-390-016-000
KENNETH B & SARAH
WOODBERRYTRAUNER TR
2684 GREEN ST
SAN FRANCISCO CA 94123

021-390-017-000
NAPA B & B LLC
1300 1ST ST STE 368
NAPA CA 94559-2956

022-100-008-000
NEW VAVIN INC
3222 EHLERS LN
SAINT HELENA CA 94574

022-100-010-000
SUTTER HOME WINERY INC
PO BOX 248
SAINT HELENA CA 94574

022-100-011-000
JOHN & KATHLEEN
PAGENDARM
1105 EHLERS LN
SAINT HELENA CA 94574-9708

022-100-013-000
KORTE RANCH LP
1105 EHLERS LN
SAINT HELENA CA 94574

022-100-016-000
CITY OF CALISTOGA
1232 WASHINGTON ST
CALISTOGA CA 94515-1440

022-100-017-000
CITY OF CALISTOGA
1232 WASHINGTON ST
CALISTOGA CA 94515-1440

022-100-026-000
NEW VAVIN INC
3222 EHLERS LN
SAINT HELENA CA 94574

022-100-029-000
NEW VAVIN INC
3222 EHLERS LN
SAINT HELENA CA 94574

022-130-026-000
FRANK R & JOANNA L
SCULATTI TR
701 ROSSI RD
SAINT HELENA CA 94574-9647

021-390-001-000
RONALD M & HELAINE D KATZ
PO BOX 410 A
ST HELENA CA 94574

021-390-010-000
E RICHARD JONES TR
3884 SILVERADO TRL
CALISTOGA CA 94515

022-120-003-000
DAVID PAUL & NANCY ANNE
YEWELL TR
1119 EHLERS LN
SAINT HELENA CA 94574

022-130-003-000
DAVID C WIGNALL
KATHERINE P ARCANIN TR
1154 LODI LANE
SAINT HELENA CA 94574-9713

022-130-008-000
LLOYD H OWEN
307 BERKELEY PARK BLVD
KENSINGTON CA 94707

022-130-009-000
LLOYD H OWEN
307 BERKELEY PARK BLVD
KENSINGTON CA 94707

022-220-024-000
JOHN D MURPHY
& PAULA L KEY TR
1115 LODI LN
SAINT HELENA CA 94574-9713

022-130-022-000
NOT A BAD VIEW LLC
400 SPEAR ST STE 106
SAN FRANCISCO CA 94105

022-130-025-000
CLAYTON W & KELLY M BAVOR
TR
264 BAY RD
ATHERTON CA 94027

022-220-019-000
JOHN H BERGGRUEN TR
40 FLORENCE ST
SAN FRANCISCO CA 94133

022-220-023-000
CENTA LLC
PO BOX 2222
SAINT HELENA CA 94574

022-130-011-000
LOOKING GLASS VINEYARD
LLC
1104 ADAMS ST STE 104
SAINT HELENA CA 94574

022-130-023-000
JACKSON FAMILY
INVESTMENTS III LLC
421 AVIATION BLVD
SANTA ROSA CA 95403

022-220-003-000
MAD FAMILY VINEYARD LLC
30974 WALDEN DR
WESTLAKE OH 44145

022-220-021-000
JOHN H BERGGRUEN TR
40 FLORENCE ST
SAN FRANCISCO CA 94133

022-220-025-000
VINEYARD 29 LLC
PO BOX 93
SAINT HELENA CA 94574

022-130-014-000
ALBERT MICHAEL IN AHERN TR
PO BOX 460329 DEPT 909
HOUSTON TX 77056

022-130-024-000
JACKSON FAMILY
INVESTMENTS III LLC
421 AVIATION BLVD
SANTA ROSA CA 95403

022-220-018-000
WILLIAM & LUCY HAMILTON
LLC
2351 DELONG RD
LEXINGTON KY 40515

022-220-022-000
JOHN MICHAEL &
PAMELA LYNN ZISSIMOS TR
55 S KNOLL RD
MILL VALLEY CA 94941-2464

022-220-029-000
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INVESTMENTS III LLC
421 AVIATION BLVD
SANTA ROSA CA 95403

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7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

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

9. Payment of Loss.

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

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

10. Subrogation Upon Payment or Settlement.

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

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

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

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

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

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and

contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

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

021-351-001-000
EVAN KLETTER
5180 GOLDEN FOOTHILL PKWY #210
EL DORADO HILLS CA 95762

021-353-012-000
CENTA LLC
PO BOX 2222
SAINT HELENA CA 94574

021-353-013-000
LEE E TITUS & SONS LTD
PO BOX 608
SAINT HELENA CA 94574-0608

021-390-002-000
CHARLES WADE CHAMBERS TR
18740 KOSICH DR
SARATOGA CA 95070

021-390-003-000
LOU & ANN IVANOVIC
9 BOURNEMOUTH RD
SAINT HELENA CA 94574

021-390-004-000
VAIL K & CAROL V MILLER
3629 RED OAK RD
OREGONIA OH 45054

021-390-005-000
VAIL K & CAROL V MILLER
3629 RED OAK RD
OREGONIA OH 45054

021-390-009-000
TREVOR HEALY & MARIE GOULD
25215 STEWART PL
CARMEL CA 93923

021-390-012-000
VAILIMA ESTATES HOMEOWNERS ASSN
PO BOX 526
SAINT HELENA CA 94574-5026

021-390-014-000
VAILIMA ESTATES MUTUAL
WATER CO
PO BOX 526
SAINT HELENA CA 94574-5026

021-390-016-000
KENNETH B & SARAH
WOODBERRYTRAUNER TR
2684 GREEN ST
SAN FRANCISCO CA 94123

021-390-017-000
NAPA B & B LLC
1300 1ST ST STE 368
NAPA CA 94559-2956

022-100-008-000
NEW VAVIN INC
3222 EHLERS LN
SAINT HELENA CA 94574

022-100-010-000
SUTTER HOME WINERY INC
PO BOX 248
SAINT HELENA CA 94574

022-100-011-000
JOHN & KATHLEEN PAGENDARM
1105 EHLERS LN
SAINT HELENA CA 94574-9708

022-100-013-000
KORTE RANCH LP
1105 EHLERS LN
SAINT HELENA CA 94574

022-100-016-000
CITY OF CALISTOGA
1232 WASHINGTON ST
CALISTOGA CA 94515-1440

022-100-017-000
CITY OF CALISTOGA
1232 WASHINGTON ST
CALISTOGA CA 94515-1440

022-100-026-000
NEW VAVIN INC
3222 EHLERS LN
SAINT HELENA CA 94574

022-100-029-000
NEW VAVIN INC
3222 EHLERS LN
SAINT HELENA CA 94574

022-130-026-000
FRANK R & JOANNA L SCULATTI TR
701 ROSSI RD
SAINT HELENA CA 94574-9647

021-390-001-000
RONALD M & HELAINE D KATZ
PO BOX 410 A
ST HELENA CA 94574

021-390-010-000
E RICHARD JONES TR
3884 SILVERADO TRL
CALISTOGA CA 94515

022-120-003-000
DAVID PAUL & NANCY ANNE YEWELL TR
1119 EHLERS LN
SAINT HELENA CA 94574

022-130-003-000
DAVID C WIGNALL
KATHERINE P ARCANIN TR
1154 LODI LANE
SAINT HELENA CA 94574-9713

022-130-008-000
LLOYD H OWEN
307 BERKELEY PARK BLVD
KENSINGTON CA 94707

022-130-009-000
LLOYD H OWEN
307 BERKELEY PARK BLVD
KENSINGTON CA 94707

022-220-024-000
JOHN D MURPHY
& PAULA L KEY TR
1115 LODI LN
SAINT HELENA CA 94574-9713

022-130-011-000
LOOKING GLASS VINEYARD LLC
1104 ADAMS ST STE 104
SAINT HELENA CA 94574

022-130-014-000
ALBERT MICHAEL IN AHERN TR
PO BOX 460329 DEPT 909
HOUSTON TX 77056

022-130-022-000
NOT A BAD VIEW LLC
400 SPEAR ST STE 106
SAN FRANCISCO CA 94105

022-130-025-000
CLAYTON W & KELLY M BAVOR TR
264 BAY RD
ATHERTON CA 94027

022-220-019-000
JOHN H BERGGRUEN TR
40 FLORENCE ST
SAN FRANCISCO CA 94133

022-220-023-000
CENTA LLC
PO BOX 2222
SAINT HELENA CA 94574

022-130-023-000
JACKSON FAMILY
INVESTMENTS III LLC
421 AVIATION BLVD
SANTA ROSA CA 95403

022-220-003-000
MAD FAMILY VINEYARD LLC
30974 WALDEN DR
WESTLAKE OH 44145

022-220-021-000
JOHN H BERGGRUEN TR
40 FLORENCE ST
SAN FRANCISCO CA 94133

022-220-025-000
VINEYARD 29 LLC
PO BOX 93
SAINT HELENA CA 94574

022-130-024-000
JACKSON FAMILY
INVESTMENTS III LLC
421 AVIATION BLVD
SANTA ROSA CA 95403

022-220-018-000
WILLIAM & LUCY HAMILTON LLC
2351 DELONG RD
LEXINGTON KY 40515

022-220-022-000
JOHN MICHAEL &
PAMELA LYNN ZISSIMOS TR
55 S KNOLL RD
MILL VALLEY CA 94941-2464

022-220-029-000
JACKSON FAMILY
INVESTMENTS III LLC
421 AVIATION BLVD
SANTA ROSA CA 95403

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Assessment Info

Assessment No. Tax Year Parcel Number
021-351-001-000 2022 021-351-001-000

Additional Info

Desc
Situs I 3101 SILVERADO TRL ST HELENA CA
Original Asmt 021-351-001-000
Event Date Printed Date 9/15/2022 4:07:01 PM
Doc No. Doc Date
Supl Count 1 Acres 25.73
Status C Tra 085001
Taxability 000 Bill Type SP
Roll Category CS Roll Type S
Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	11/28/2022 10:56:42 AM	3/23/2023 11:54:57 AM	
Total Due	\$21,046.15	\$21,046.15	\$42,092.30
Total Paid	\$21,046.15	\$21,046.15	\$42,092.30
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee KLETTER EVAN TR ETAL
Owner KLETTER EVAN TR ETAL

Address

5180 GOLDEN FOOTHILL PKWY SUITE 210
EL DORADO HILLS CA 95762

Contact

Agency
Lender No.
Loan No.
Name
Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
021-353-012-000	2022	021-353-012-000

Additional Info

Desc			
Situs I			
Original Asmt	021-353-012-000		
Event Date		Printed Date	9/15/2022 4:07:01 PM
Doc No.		Doc Date	
Supl Count	0	Acres	25.24
Status	<u>C</u>	Tra	085001
Taxability	<u>050</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.		Default Date	

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	10/24/2022 12:02:07 PM	10/24/2022 12:02:07 PM	
Total Due	\$6,155.74	\$6,155.74	\$12,311.48
Total Paid	\$6,155.74	\$6,155.74	\$12,311.48
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	CENTA LLC
Owner	CENTA LLC

Address

PO BOX 2222
ST HELENA CA 94574

Cortae

Agency
Lender No.
Loan No.
Name
Phone

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Roll Year: Current

Assessment Info

Assessment No.	Tax Year	Parcel Number
021-353-013-000	2022	021-353-013-000

Additional Info

Desc

Situs I 2969 SILVERADO TRL ST HELENA CA

Original Asmt 021-353-013-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 31.77

Status C Tra 085001

Taxability 051 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/12/2022 11:06:24 AM	4/10/2023 10:11:04 AM	
Total Due	\$40,310.05	\$40,310.05	\$80,620.10
Total Paid	\$40,310.05	\$40,310.05	\$80,620.10
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee LEE E TITUS & SONS LTD

Owner LEE E TITUS & SONS LTD

Address

PO BOX 608
SAINT HELENA CA 94574-0608

Contact

Agency

Lender No.

Loan No.

Name

Phone

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Roll Year: Current

Assessment Info

Assessment No.	Tax Year	Parcel Number
021-390-002-000	2022	021-390-002-000

Additional Info

Desc			
Situs 1	13 BOURNEMOUTH RD ST HELENA CA		
Original Asmt	021-390-002-000		
Event Date	Printed Date	9/15/2022 4:07:01 PM	
Doc No.	Doc Date		
Supl Count	0	Acres	2.25
Status	<u>C</u>	Tra	085001
Taxability	<u>000</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.	Default Date		

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	11/15/2022 1:46:23 PM	11/15/2022 1:46:24 PM	
Total Due	\$6,319.26	\$6,319.26	\$12,638.52
Total Paid	\$6,319.26	\$6,319.26	\$12,638.52
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	CHAMBERS CHARLES WADE TR
Owner	CHAMBERS CHARLES WADE TR

Address

18740 KOSICH DR
SARATOGA CA 95070

Cortae

Agency
Lender No.
Loan No.
Name
Phone

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Roll Year: Current

Assessment Info

Assessment No.	Tax Year	Parcel Number
021-390-003-000	2022	021-390-003-000

Additional Info

Desc

Situs1 9 BOURNEMOUTH RD ST HELENA CA

Original Asmt 021-390-003-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 2 Acres 4.96

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/7/2022	4/6/2023	
Total Due	\$14,934.69	\$14,934.69	\$29,869.38
Total Paid	\$14,934.69	\$14,934.69	\$29,869.38
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee IVANOVIC LOU & ANN

Owner IVANOVIC LOU & ANN

Address

9 BOURNEMOUTH RD
SAINT HELENA CA 94574

Curtac

Agency	5211
Lender No.	88880
Loan No.	1165061333
Name	CHASE - TAX DEPT
Phone	(888) 828-9200

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
021-390-004-000	2022	021-390-004-000

Additional Info

Desc

Situs I 7 BOURNEMOUTH RD ST HELENA CA

Original Asmt 021-390-004-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 1 Acres 5.13

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	11/1/2022 3:18:56 PM	11/1/2022 3:18:56 PM	
Total Due	\$10,759.63	\$10,759.63	\$21,519.26
Total Paid	\$10,759.63	\$10,759.63	\$21,519.26
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee MILLER VAIL K & CAROL V

Owner MILLER VAIL K & CAROL V

Address

3629 RED OAK RD
OREGONIA OH 45054

Cortac

Agency

Lender No.

Loan No.

Name

Phone

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Roll Year: Current

Assessment Info

Assessment No.	Tax Year	Parcel Number
021-390-005-000	2022	021-390-005-000

Additional Info

Desc

Situs 1 5 BOURNEMOUTH RD ST HELENA CA

Original Asmt 021-390-005-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 1 Acres 5.13

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	11/1/2022 3:18:57 PM	11/1/2022 3:18:57 PM	
Total Due	\$21,976.52	\$21,976.52	\$43,953.04
Total Paid	\$21,976.52	\$21,976.52	\$43,953.04
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee MILLER VAIL K & CAROL V

Owner MILLER VAIL K & CAROL V

Address

3629 RED OAK RD
OREGONIA OH 45054

Contact

Agency

Lender No.

Loan No.

Name

Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
021-390-009-000	2022	021-390-009-000

Additional Info

Desc			
Situs1	2 BOURNEMOUTH RD ST HELENA CA		
Original Asmt	021-390-009-000		
Event Date	Printed Date	9/15/2022 4:07:01 PM	
Doc No.	Doc Date		
Supl Count	2	Acres	5.30
Status	<u>C</u>	Tra	085001
Taxability	<u>000</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.	Default Date		

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	10/21/2022 7:59:57 PM	10/21/2022 7:59:57 PM	
Total Due	\$15,341.21	\$15,341.21	\$30,682.42
Total Paid	\$15,341.21	\$15,341.21	\$30,682.42
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee HEALY TREVOR ANTHONY & GOULD MARIE
 Owner HEALY TREVOR ANTHONY & GOULD MARIE

Address

25215 STEWART PL
CARMEL CA 93923

Contact

Agency
 Lender No.
 Loan No.
 Name
 Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
021-390-012-000	2022	021-390-012-000

Additional Info

Desc			
Situs1			
Original Asmt	021-390-012-000		
Event Date		Printed Date	9/15/2022 9:01:55 AM
Doc No.		Doc Date	
Supl Count	0	Acres	1.01
Status	<u>V</u>	Tra	085001
Taxability	<u>070</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.		Default Date	

Taxes	1st	2nd	Total
Due/Paid Date			
Total Due	\$0.00	\$0.00	\$0.00
Total Paid	\$0.00	\$0.00	\$0.00
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	VAILIMA ESTATES HOMEOWNERS ASSN
Owner	VAILIMA ESTATES HOMEOWNERS ASSN

Address

P O BOX 526
ST HELENA CA 94574-5026

Contact

Agency
Lender No.
Loan No.
Name
Phone

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Roll Year: Current

Assessment Info

Assessment No.	Tax Year	Parcel Number
021-390-014-000	2022	021-390-014-000

Additional Info

Desc			
Situs1			
Original Asmt	021-390-014-000		
Event Date		Printed Date	9/15/2022 9:01:55 AM
Doc No.		Doc Date	
Supl Count	0	Acres	0.02
Status	<u>V</u>	Tra	085001
Taxability	<u>003</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.		Default Date	

Taxes	1st	2nd	Total
Due/Paid Date			
Total Due	\$0.00	\$0.00	\$0.00
Total Paid	\$0.00	\$0.00	\$0.00
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	VAILIMA ESTATES MUTUAL WATER CO
Owner	VAILIMA ESTATES MUTUAL WATER CO

Address

P O BOX 526
ST HELENA CA 94574-5026

Cortac

Agency
Lender No.
Loan No.
Name
Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
021-390-016-000	2022	021-390-016-000

Additional Info

Desc			
Situs1	3 BOURNEMOUTH RD ST HELENA CA		
Original Asmt	021-390-016-000		
Event Date	Printed Date	9/15/2022 4:07:01 PM	
Doc No.	Doc Date		
Supl Count	1	Acres	5.11
Status	<u>C</u>	Tra	085001
Taxability	<u>000</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.		Default Date	

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/12/2022 2:42:29 PM	3/28/2023 12:58:56 PM	
Total Due	\$5,821.12	\$5,821.12	\$11,642.24
Total Paid	\$5,821.12	\$5,821.12	\$11,642.24
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	TRAUNER DONALD L & JOAN BURTON TR
Owner	TRAUNER KENNETH B & WOODBERRYTRAUNER SARAH TR

Address

2684 GREEN ST
SAN FRANCISCO CA 94123

Cortae

Agency
Lender No.
Loan No.
Name
Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
021-390-017-000	2022	021-390-017-000

Additional Info

Desc

Situs1 3100 SILVERADO TRL ST HELENA CA

Original Asmt 021-390-017-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 1 Acres 1.94

Status C Tra 085001

Taxability 801 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	11/2/2022 3:16:22 PM	1/31/2023 11:45:01 AM	
Total Due	\$4,741.42	\$4,741.42	\$9,482.84
Total Paid	\$4,741.42	\$4,741.42	\$9,482.84
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee NAPA B&B LLC

Owner NAPA B&B LLC

Address

1300 1ST ST STE 368
NAPA CA 94559-2956

Cortae

Agency

Lender No.

Loan No.

Name

Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-100-008-000	2022	022-100-008-000

Additional Info

Desc

Situs I 3220 N ST HELENA HWY ST HELENA CA

Original Asmt 022-100-008-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 22.09

Status C Tra 085001

Taxability 001 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/7/2022 12:34:25 PM	4/7/2023 2:51:12 PM	
Total Due	\$8,904.24	\$8,904.24	\$17,808.48
Total Paid	\$8,904.24	\$8,904.24	\$17,808.48
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee NEW VAVIN INC

Owner NEW VAVIN INC

Address

3222 EHLERS LN
SAINT HELENA CA 94574

Contact

Agency

Lender No.

Loan No.

Name

Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-100-010-000	2022	022-100-010-000

Additional Info

Desc

Situs1 3070 ST HELENA HWY ST HELENA CA

Original Asmt 022-100-010-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 21.03

Status C Tra 085001

Taxability 001 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/12/2022 2:41:56 PM	4/10/2023 11:27:54 AM	
Total Due	\$206,952.61	\$206,952.61	\$413,905.22
Total Paid	\$206,952.61	\$206,952.61	\$413,905.22
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee SUTTER HOME WINERY INC

Owner SUTTER HOME WINERY INC

Address

PO BOX 248
SAINT HELENA CA 94574

Contact

Agency

Lender No.

Loan No.

Name

Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-100-011-000	2022	022-100-011-000

Additional Info

Desc

Situs I 1105 EHLERS LN ST HELENA CA

Original Asmt 022-100-011-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 14.73

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/9/2022 12:47:55 PM	4/6/2023 2:33:50 PM	
Total Due	\$12,052.39	\$12,052.39	\$24,104.78
Total Paid	\$12,052.39	\$12,052.39	\$24,104.78
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee PAGENDARM JOHN R & KATHLEEN A TR

Owner PAGENDARM JOHN R & KATHLEEN A TR

Address

1105 EHLERS LN
SAINT HELENA CA 94574-9708

Contact

Agency

Lender No.

Loan No.

Name

Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-100-013-000	2022	022-100-013-000

Additional Info

Desc			
Situs1			
Original Asmt	022-100-013-000		
Event Date		Printed Date	9/15/2022 4:07:01 PM
Doc No.		Doc Date	
Supl Count	0	Acres	20.22
Status	<u>C</u>	Tra	085001
Taxability	<u>001</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.		Default Date	

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/9/2022 12:47:56 PM	12/9/2022 12:47:56 PM	
Total Due	\$7,476.51	\$7,476.51	\$14,953.02
Total Paid	\$7,476.51	\$7,476.51	\$14,953.02
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	KORTE RANCH LP
Owner	KORTE RANCH LP

Address

1105 EHLERS LN
SAINT HELENA CA 94574

Cortae

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-100-016-000	2022	022-100-016-000

Additional Info

Desc			
Situs1			
Original Asmt	022-100-016-000		
Event Date		Printed Date	9/15/2022 4:07:01 PM
Doc No.		Doc Date	
Supl Count	0	Acres	1.67
Status	<u>C</u>	Tra	085001
Taxability	<u>200</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.		Default Date	

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	10/28/2022 11:39:52 AM	10/28/2022 11:39:52 AM	
Total Due	\$128.19	\$128.19	\$256.38
Total Paid	\$128.19	\$128.19	\$256.38
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	CALISTOGA CITY OF
Owner	CALISTOGA CITY OF

Address

1232 WASHINGTON ST
CALISTOGA CA 94515-1440

Contact

Agency
Lender No.
Loan No.
Name
Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-100-017-000	2022	022-100-017-000

Additional Info

Desc			
Situs1			
Original Asmt	022-100-017-000		
Event Date		Printed Date	9/15/2022 4:07:01 PM
Doc No.		Doc Date	
Supl Count	0	Acres	3.75
Status	<u>C</u>	Tra	085001
Taxability	<u>200</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.		Default Date	

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	10/28/2022 11:39:52 AM	10/28/2022 11:39:52 AM	
Total Due	\$254.91	\$254.91	\$509.82
Total Paid	\$254.91	\$254.91	\$509.82
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	CALISTOGA CITY OF
Owner	CALISTOGA CITY OF

Address

1232 WASHINGTON ST
CALISTOGA CA 94515-1440

Cortae

Agency
Lender No.
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Roll Year: **Current**

Assessment Info

Assessment No. Tax Year Parcel Number
022-100-026-000 2022 022-100-026-000

Additional Info

Desc
Situs1
Original Asmt 022-100-026-000
Event Date Printed Date 9/15/2022 4:07:01 PM
Doc No. Doc Date
Supl Count 1 Acres 10.35
Status C Tra 085001
Taxability 000 Bill Type SP
Roll Category CS Roll Type S
Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/7/2022 12:34:24 PM	4/7/2023 2:51:10 PM	
Total Due	\$5,661.28	\$5,661.28	\$11,322.56
Total Paid	\$5,661.28	\$5,661.28	\$11,322.56
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee NEW VAVIN INC
Owner NEW VAVIN INC

Address

3222 EHLERS LN
SAINT HELENA CA 94574

Contact

Agency
Lender No.
Loan No.
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Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-100-029-000	2022	022-100-029-000

Additional Info

Desc			
Situs 1	3200 EHLERS LN ST HELENA CA		
Original Asmt	022-100-029-000		
Event Date		Printed Date	9/15/2022 4:07:01 PM
Doc No.		Doc Date	
Supl Count	1	Acres	13.83
Status	<u>C</u>	Tra	085001
Taxability	<u>001</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.		Default Date	

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/7/2022 12:34:24 PM	4/7/2023 2:51:11 PM	
Total Due	\$71,298.10	\$71,298.10	\$142,596.20
Total Paid	\$71,298.10	\$71,298.10	\$142,596.20
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	NEW VAVIN INC
Owner	NEW VAVIN INC

Address

3222 EHLERS LN
SAINT HELENA CA 94574

Contact

Agency
Lender No.
Loan No.
Name
Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-130-026-000	2022	022-130-026-000

Additional Info

Desc			
Situs I	1112 LODI LN ST HELENA CA		
Original Asmt	022-130-026-000		
Event Date	Printed Date	9/15/2022 4:07:01 PM	
Doc No.	Doc Date		
Supl Count	0	Acres	5.57
Status	<u>C</u>	Tra	085001
Taxability	<u>000</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.	Default Date		

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/5/2022 2:25:48 PM	4/5/2023 3:47:52 PM	
Total Due	\$7,253.92	\$7,253.92	\$14,507.84
Total Paid	\$7,253.92	\$7,253.92	\$14,507.84
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	SCULATTI FRANK R & JOANN L TR
Owner	SCULATTI FRANK R & JOANN L TR

Address

701 ROSSI RD
SAINT HELENA CA 94574-9647

Contact

Agency
Lender No.
Loan No.
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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
021-390-001-000	2022	021-390-001-000

Additional Info

Desc

Situs I 11 BOURNEMOUTH RD ST HELENA CA

Original Asmt 021-390-001-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 2.92

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/5/2022 12:04:05 PM	3/23/2023 10:26:00 AM	
Total Due	\$6,317.30	\$6,317.30	\$12,634.60
Total Paid	\$6,317.30	\$6,317.30	\$12,634.60
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee KATZ RONALD M & HELAINE D

Owner KATZ RONALD M & HELAINE D

Address

PO BOX 410 A
ST HELENA CA 94574

Cortae

Agency

Lender No.

Loan No.

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
021-390-010-000	2022	021-390-010-000

Additional Info

Desc			
Situs1	4 BOURNEMOUTH RD ST HELENA CA		
Original Asmt	021-390-010-000		
Event Date	Printed Date	9/15/2022 4:07:01 PM	
Doc No.	Doc Date		
Supl Count	0	Acres	5.03
Status	<u>C</u>	Tra	085001
Taxability	<u>000</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.	Default Date		

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/11/2022 12:50:05 PM	4/3/2023 11:27:33 AM	
Total Due	\$15,892.79	\$15,892.79	\$31,785.58
Total Paid	\$15,892.79	\$15,892.79	\$31,785.58
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	JONES E RICHARD TR ETAL
Owner	JONES E RICHARD TR ETAL

Address

3884 SILVERADO TRL
CALISTOGA CA 94515

Curtac

Agency
Lender No.
Loan No.
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Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-120-003-000	2022	022-120-003-000

Additional Info

Desc

Situs1 1119 EHLERS LN ST HELENA CA

Original Asmt 022-120-003-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 2.44

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/12/2022 9:46:59 AM	4/10/2023 12:09:44 PM	
Total Due	\$11,323.47	\$11,323.47	\$22,646.94
Total Paid	\$11,323.47	\$11,323.47	\$22,646.94
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee YEWELL DAVID PAUL & NANCY ANNE TR

Owner YEWELL DAVID PAUL & NANCY ANNE TR

Address

1119 EHLERS LN
SAINT HELENA CA 94574

Contact

Agency

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Roll Year: Current

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-130-003-000	2022	022-130-003-000

Additional Info

Desc			
Situs1	1154 LODI LN ST HELENA CA		
Original Asmt	022-130-003-000		
Event Date	Printed Date	9/15/2022 4:07:01 PM	
Doc No.	Doc Date		
Supl Count	0	Acres	1.11
Status	<u>C</u>	Tra	085001
Taxability	<u>000</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.	Default Date		

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/12/2022 3:06:31 PM	4/10/2023 12:41:24 PM	
Total Due	\$9,131.79	\$9,131.79	\$18,263.58
Total Paid	\$9,131.79	\$9,131.79	\$18,263.58
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	WIGNALL DAVID C & ARCANIN KATHERINE P TR
Owner	WIGNALL DAVID C & ARCANIN KATHERINE P TR

Address

1154 LODI LANE
ST HELENA CA 94574-9713

Contact

Agency
Lender No.
Loan No.
Name
Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-130-008-000	2022	022-130-008-000

Additional Info

Desc			
Situs1			
Original Asmt	022-130-008-000		
Event Date		Printed Date	9/15/2022 4:07:01 PM
Doc No.		Doc Date	
Supl Count	0	Acres	4.85
Status	<u>C</u>	Tra	085001
Taxability	<u>000</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.		Default Date	

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	11/23/2022 3:19:09 PM	11/23/2022 3:19:09 PM	
Total Due	\$330.04	\$330.04	\$660.08
Total Paid	\$330.04	\$330.04	\$660.08
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	OWEN LLOYD H
Owner	OWEN LLOYD H

Address

307 BERKELEY PARK BLVD
KENSINGTON CA 94707

Cortae

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-130-009-000	2022	022-130-009-000

Additional Info

Desc			
Situs1			
Original Asmt	022-130-009-000		
Event Date		Printed Date	9/15/2022 4:07:01 PM
Doc No.		Doc Date	
Supl Count	0	Acres	4.04
Status	<u>C</u>	Tra	085001
Taxability	<u>000</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.		Default Date	

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	11/23/2022 3:11:28 PM	11/23/2022 3:11:28 PM	
Total Due	\$309.32	\$309.32	\$618.64
Total Paid	\$309.32	\$309.32	\$618.64
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	OWEN LLOYD H
Owner	OWEN LLOYD H

Address

307 BERKELEY PARK BLVD
KENSINGTON CA 94707

Cortac

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-220-024-000	2022	022-220-024-000

Additional Info

Desc

Situs I 1115 LODI LN ST HELENA CA

Original Asmt 022-220-024-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 5.38

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/7/2022 3:03:56 PM	4/3/2023 1:32:55 PM	
Total Due	\$43,993.15	\$43,993.15	\$87,986.30
Total Paid	\$43,993.15	\$43,993.15	\$87,986.30
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee MURPHY JOHN D & KEY PAULA L TR

Owner MURPHY JOHN D & KEY PAULA L TR

Address

1115 LODI LN
SAINT HELENA CA 94574-9713

Curtac

Agency

Lender No.

Loan No.

Name

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-130-011-000	2022	022-130-011-000

Additional Info

Desc

Situs1 1148 LODI LN ST HELENA CA

Original Asmt 022-130-011-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 2 Acres 6.15

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	11/9/2022 3:27:24 PM	1/31/2023 11:34:33 AM	
Total Due	\$5,566.09	\$5,566.09	\$11,132.18
Total Paid	\$5,566.09	\$5,566.09	\$11,132.18
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee SMITH DAVID L ETAL

Owner LOOKING GLASS VINEYARD LLC

Address

1104 ADAMS ST STE 104
SAINT HELENA CA 94574

Contact

Agency

Lender No.

Loan No.

Name

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-130-014-000	2022	022-130-014-000

Additional Info

Desc			
Situs1	3050 N ST HELENA HWY ST HELENA CA		
Original Asmt	022-130-014-000		
Event Date	Printed Date	9/15/2022 4:07:01 PM	
Doc No.	Doc Date		
Supl Count	0	Acres	7.79
Status	<u>C</u>	Tra	085001
Taxability	<u>000</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.	Default Date		

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	11/8/2022 12:34:38 PM	2/15/2023 2:26:36 PM	
Total Due	\$1,939.40	\$1,939.40	\$3,878.80
Total Paid	\$1,939.40	\$1,939.40	\$3,878.80
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	AHERN ALBERT MICHAEL IN TR ETAL
Owner	AHERN ALBERT MICHAEL IN TR ETAL

Address

PO BOX 460329 DEPT 909
HOUSTON TX 77056

Cortae

Agency

Lender No.

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-130-022-000	2022	022-130-022-000

Additional Info

Desc

Situs1 1152 LODI LN ST HELENA CA

Original Asmt 022-130-022-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 2.81

Status C Tra 085001

Taxability 001 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	10/18/2022 11:13:21 AM	4/4/2023 1:25:31 PM	
Total Due	\$79,038.69	\$79,038.69	\$158,077.38
Total Paid	\$79,038.69	\$79,038.69	\$158,077.38
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee NOT A BAD VIEW LLC

Owner NOT A BAD VIEW LLC

Address

400 SPEAR ST STE 106
SAN FRANCISCO CA 94105

Contact

Agency

Lender No.

Loan No.

Name

Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-130-023-000	2022	022-130-023-000

Additional Info

Desc

Situs1 3022 N ST HELENA HWY ST HELENA CA

Original Asmt 022-130-023-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 3.11

Status C Tra 085001

Taxability 001 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/12/2022 10:48:30 AM	4/10/2023 3:42:14 PM	
Total Due	\$36,467.23	\$36,467.23	\$72,934.46
Total Paid	\$36,467.23	\$36,467.23	\$72,934.46
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee JACKSON FAMILY INVESTMENTS III LLC

Owner JACKSON FAMILY INVESTMENTS III LLC

Address

421 AVIATION BLVD
SANTA ROSA CA 95403

Cortae

Agency

Lender No.

Loan No.

Name

Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-130-024-000	2022	022-130-024-000

Additional Info

Desc

Situs1 1160 LODI LN ST HELENA CA

Original Asmt 022-130-024-000

Event Date	Printed Date	9/15/2022 4:07:01 PM
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Doc No.	Doc Date
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Supl Count	0	Acres	5.32
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Status	<u>C</u>	Tra	085001
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Taxability	<u>000</u>	Bill Type	<u>SP</u>
------------	------------	-----------	-----------

Roll Category	<u>CS</u>	Roll Type	<u>S</u>
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Default No.	Default Date
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Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/12/2022 10:48:30 AM	4/10/2023 3:42:15 PM	
Total Due	\$38,408.30	\$38,408.30	\$76,816.60
Total Paid	\$38,408.30	\$38,408.30	\$76,816.60
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee JACKSON FAMILY INVESTMENTS III LLC

Owner JACKSON FAMILY INVESTMENTS III LLC

Address

421 AVIATION BLVD
SANTA ROSA CA 95403

Contact

Agency

Lender No.

Loan No.

Name

Phone

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[Default Summary](#) [Roll Changes](#) [Bankruptcy](#) [Liens](#) [Fees](#) [Notes](#)
Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-130-025-000	2022	022-130-025-000

Additional Info

Desc

Situs I 1136 LODI LN ST HELENA CA

Original Asmt 022-130-025-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 1.04

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	10/24/2022 11:17:51 AM	10/24/2022 11:17:51 AM	
Total Due	\$29,301.68	\$29,301.68	\$58,603.36
Total Paid	\$29,301.68	\$29,301.68	\$58,603.36
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee BAVOR CLAYTON W JR & KELLY M TR

Owner BAVOR CLAYTON W JR & KELLY M TR

Address

264 BAY RD
ATHERTON CA 94027

Cortae

Agency

Lender No.

Loan No.

Name

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-220-003-000	2022	022-220-003-000

Additional Info

Desc

Situs1 1156 YORK LN ST HELENA CA

Original Asmt 022-220-003-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 2 Acres 8.00

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/7/2022	2/3/2023 9:38:38 AM	
Total Due	\$7,431.14	\$7,431.14	\$14,862.28
Total Paid	\$7,431.14	\$7,431.14	\$14,862.28
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee VANDENBOSCH BRUNO AND CHRISTINE TR
Owner M A D FAMILY VINEYARD LLC

Address

30974 WALDEN DR
WESTLAKE OH 44145

Cortae

Agency
Lender No.
Loan No.
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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-220-018-000	2022	022-220-018-000

Additional Info

Desc

Situs1 1095 LODI LN ST HELENA CA

Original Asmt 022-220-018-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 1.37

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	10/20/2022 12:22:46 PM	3/28/2023 2:46:34 PM	
Total Due	\$27,529.54	\$27,529.54	\$55,059.08
Total Paid	\$27,529.54	\$27,529.54	\$55,059.08
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee WILLIAM AND LUCY HAMILTON LLC

Owner WILLIAM AND LUCY HAMILTON LLC

Address

2351 DELONG RD
LEXINGTON KY 40515

Cortac

Agency

Lender No.

Loan No.

Name

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-220-019-000	2022	022-220-019-000

Additional Info

Desc

Situs I 1101 LODI LN ST HELENA CA

Original Asmt 022-220-019-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 2.97

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/9/2022 6:50:30 AM	4/7/2023 8:09:14 AM	
Total Due	\$3,888.02	\$3,888.02	\$7,776.04
Total Paid	\$3,888.02	\$3,888.02	\$7,776.04
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee BERGGRUEN JOHN H TR

Owner BERGGRUEN JOHN H TR

Address

40 FLORENCE ST
SAN FRANCISCO CA 94133

Contact

Agency

Lender No.

Loan No.

Name

Phone

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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-220-021-000	2022	022-220-021-000

Additional Info

Desc

Situs I 1105 LODI LN ST HELENA CA

Original Asmt 022-220-021-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 7.92

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/9/2022 6:54:25 AM	4/7/2023 8:09:15 AM	
Total Due	\$12,447.53	\$12,447.53	\$24,895.06
Total Paid	\$12,447.53	\$12,447.53	\$24,895.06
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee BERGGRUEN JOHN H TR

Owner BERGGRUEN JOHN H TR

Address

40 FLORENCE ST
SAN FRANCISCO CA 94133

Curtac

Agency

Lender No.

Loan No.

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Roll Year: Current

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-220-022-000	2022	022-220-022-000

Additional Info

Desc			
Situs 1	1085 LODI LN ST HELENA CA		
Original Asmt	022-220-022-000		
Event Date	Printed Date	9/15/2022 4:07:01 PM	
Doc No.	Doc Date		
Supl Count	Acres	1.16	
Status	Tra	085001	
Taxability	Bill Type	SP	
Roll Category	Roll Type	S	
Default No.	Default Date		

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	11/19/2022 2:13:55 PM	4/3/2023 2:15:34 PM	
Total Due	\$24,518.93	\$24,518.93	\$49,037.86
Total Paid	\$24,518.93	\$24,518.93	\$49,037.86
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	ZISSIMOS JOHN MICHAEL & PAMELA LYNN TR
Owner	ZISSIMOS JOHN MICHAEL & PAMELA LYNN TR

Address

55 S KNOLL RD
MILL VALLEY CA 94941-2464

Cortae

Agency
Lender No.
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Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-220-023-000	2022	022-220-023-000

Additional Info

Desc			
Situs I			
Original Asmt	022-220-023-000		
Event Date		Printed Date	9/15/2022 4:07:01 PM
Doc No.		Doc Date	
Supl Count	0	Acres	12.97
Status	<u>C</u>	Tra	085001
Taxability	<u>050</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.		Default Date	

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	10/24/2022 12:02:06 PM	10/24/2022 12:02:06 PM	
Total Due	\$2,175.05	\$2,175.05	\$4,350.10
Total Paid	\$2,175.05	\$2,175.05	\$4,350.10
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	CENTA LLC
Owner	CENTA LLC

Address

PO BOX 2222
ST HELENA CA 94574

Contact

Agency
Lender No.
Loan No.
Name
Phone

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Roll Year: Current

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-220-025-000	2022	022-220-025-000

Additional Info

Desc			
Situs1			
Original Asmt	022-220-025-000		
Event Date		Printed Date	9/15/2022 4:07:01 PM
Doc No.		Doc Date	
Supl Count	0	Acres	1.45
Status	<u>C</u>	Tra	085001
Taxability	<u>000</u>	Bill Type	<u>SP</u>
Roll Category	<u>CS</u>	Roll Type	<u>S</u>
Default No.		Default Date	

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	10/19/2022 11:46:11 AM	2/22/2023 12:42:26 PM	
Total Due	\$319.52	\$319.52	\$639.04
Total Paid	\$319.52	\$319.52	\$639.04
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee	VINEYARD 29 LLC
Owner	VINEYARD 29 LLC

Address

PO BOX 93
SAINT HELENA CA 94574

Cortac

Agency
Lender No.
Loan No.
Name
Phone

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[Default Summary](#) [Roll Changes](#) [Bankruptcy](#) [Liens](#) [Fees](#) [Notes](#)

Roll Year: **Current**

Assessment Info

Assessment No.	Tax Year	Parcel Number
022-220-029-000	2022	022-220-029-000

Additional Info

Desc

Situs I 1157 LODI LN ST HELENA CA

Original Asmt 022-220-029-000

Event Date Printed Date 9/15/2022 4:07:01 PM

Doc No. Doc Date

Supl Count 0 Acres 1.34

Status C Tra 085001

Taxability 000 Bill Type SP

Roll Category CS Roll Type S

Default No. Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	12/12/2022 10:30:54 AM	4/10/2023 3:42:10 PM	
Total Due	\$6,258.35	\$6,258.35	\$12,516.70
Total Paid	\$6,258.35	\$6,258.35	\$12,516.70
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee JACKSON FAMILY INVESTMENTS III LLC

Owner JACKSON FAMILY INVESTMENTS III LLC

Address

421 AVIATION BLVD
SANTA ROSA CA 95403

Cortae

Agency

Lender No.

Loan No.

Name

Phone

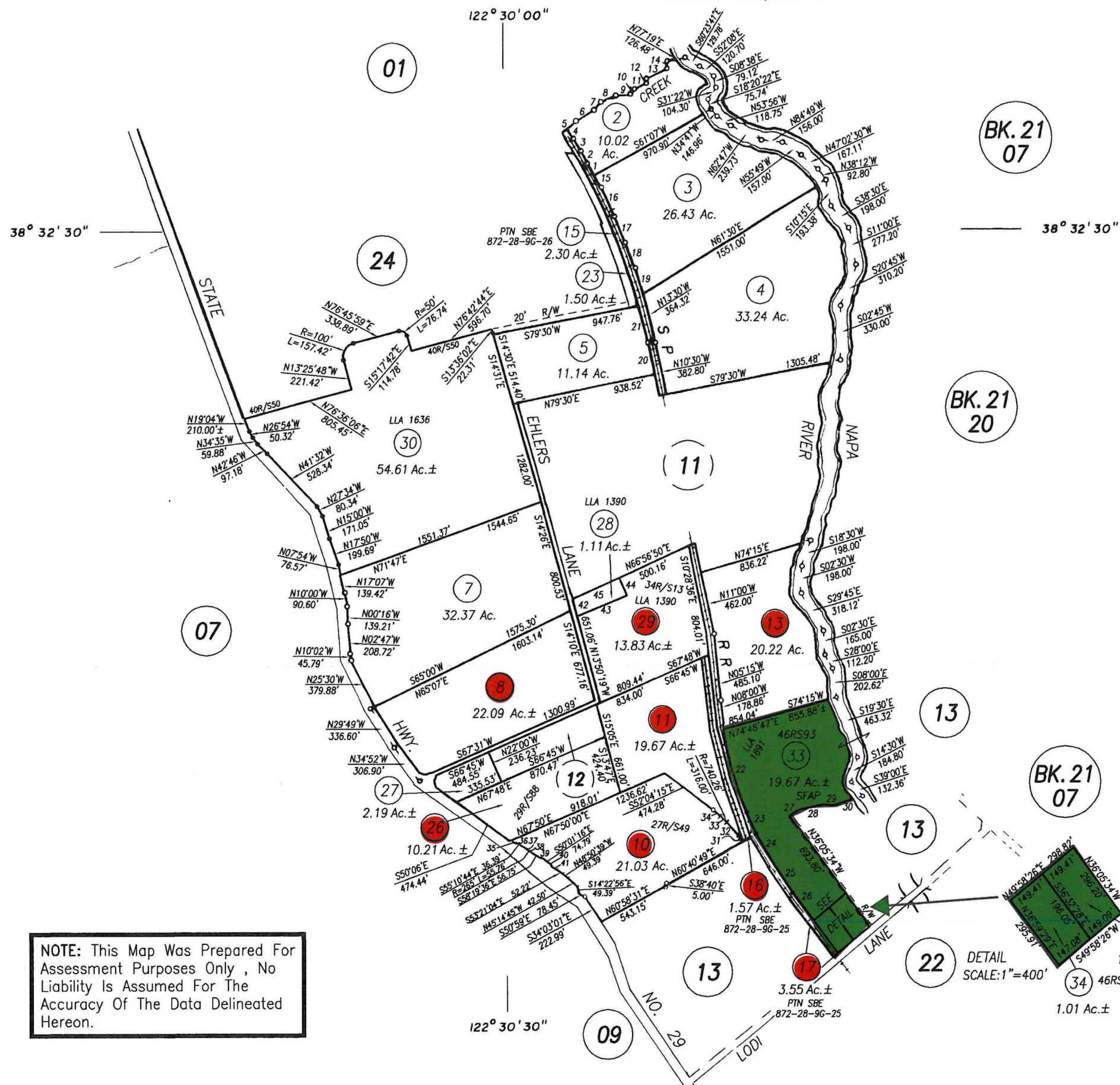
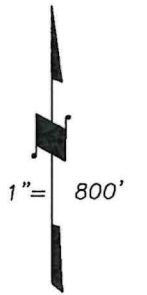
COUNTY ASSESSOR'S PARCEL MAP

CARNE HUMANA RANCHO

R.M. BK. D PAT., PG. 127

Tax Area Code
85001

22-10



1.	N27°39'34"W	99.54'
2.	N28°34'W	100.40'
3.	N29°13'42"W	100.39'
4.	N30°34'12"W	88.56'
5.	N47°36'E	86.15'
6.	N57°47'E	150.20'
7.	N41°58'E	83.85'
8.	N66°46'E	104.25'
9.	N83°24'E	112.47'
10.	N46°44'E	40.35'
11.	N62°36'E	95.24'
12.	N02°27'W	30.24'
13.	N65°51'E	166.40'
14.	N07°03'E	54.50'
15.	S26°51'E	97.00'
16.	S24°40'E	235.31'
17.	S22°15'E	196.33'
18.	S19°44'E	201.15'
19.	S17°42'E	197.75'
20.	N12°00'W	248.16'
21.	N14°30'W	266.64'
22.	R=2840'	L=642.50'
23.	R=2511.21'	L=164.08'
24.	N30°14'29"W	244.20'
25.	N33°14'29"W	264.00'
26.	N36°59'29'E	199.09'
27.	N59°32'E	81.90'
28.	N78°07'E	184.47'
29.	S83°24'E	62.77'
30.	N73°12'E	225.50'
31.	S18°57'40"E	7.94'
32.	S36°46'20"E	136.14'
33.	S37°38'39"E	73.06'
34.	S47°26'02"E	62.79'
35.	R=25'	L=12.82'
36.	S61°16'51"E	17.77'
37.	R=65'	L=17.03'
38.	S46°16'17"E	7.96'
39.	R=30'	L=17.90'
40.	R=25'	L=26.40'
41.	S60°00'26"E	31.13'
42.	S13°50'19"E	131.70'
39.	N66°56'50"E	380.00'
43.	N23°03'10"W	130.00'
45.	S66°56'50"W	358.91'

PTN 100-30 RS	6-9-10
100-05 CORR	12-31-14
100-31 & 32 COC	8-5-16
100-33,34,35 LLA	6-6-17
100-33,34,35 RS	12-29-17
100-29 CORR	12-31-18
REVISION	DATE

1955

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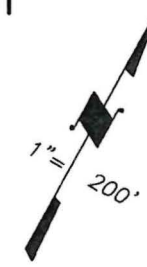
22-10

COUNTY ASSESSOR'S PARCEL MAP

PTN. CARNE HUMANA RANCHO

Tax Area Code
85001

22-13



1.	N07°15'40"E	28.28'
2.	R=109.85'	L=25.01'
3.	R=75.46'	L=27.90'
4.	R=75.46'	L=43.45'
5.	N49°58'26"E	19.70'
6.	N52°15'40"E	38.26'
7.	N37°44'20"W	81.62'
8.	N37°45'47"W	35.26'
9.	N52°15'40"E	45.95'
10.	N37°44'20"W	18.08'



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

130-25 & 26 LLA	10-5-10
130-25 RS	8-5-13
130-22 COC	9-15-14
130-22 RS	10-14-14
130-10 LLA	6-6-17
130-27 & 28 LLA	12-26-19
REVISION	DATE

1955-62

COUNTY ASSESSOR'S PARCEL MAP

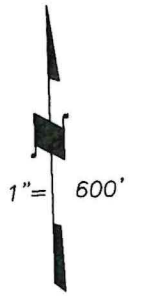
CARNE HUMANA RANCHO

SEC. 24. T.8N., R.6W., M.D.B.&M.

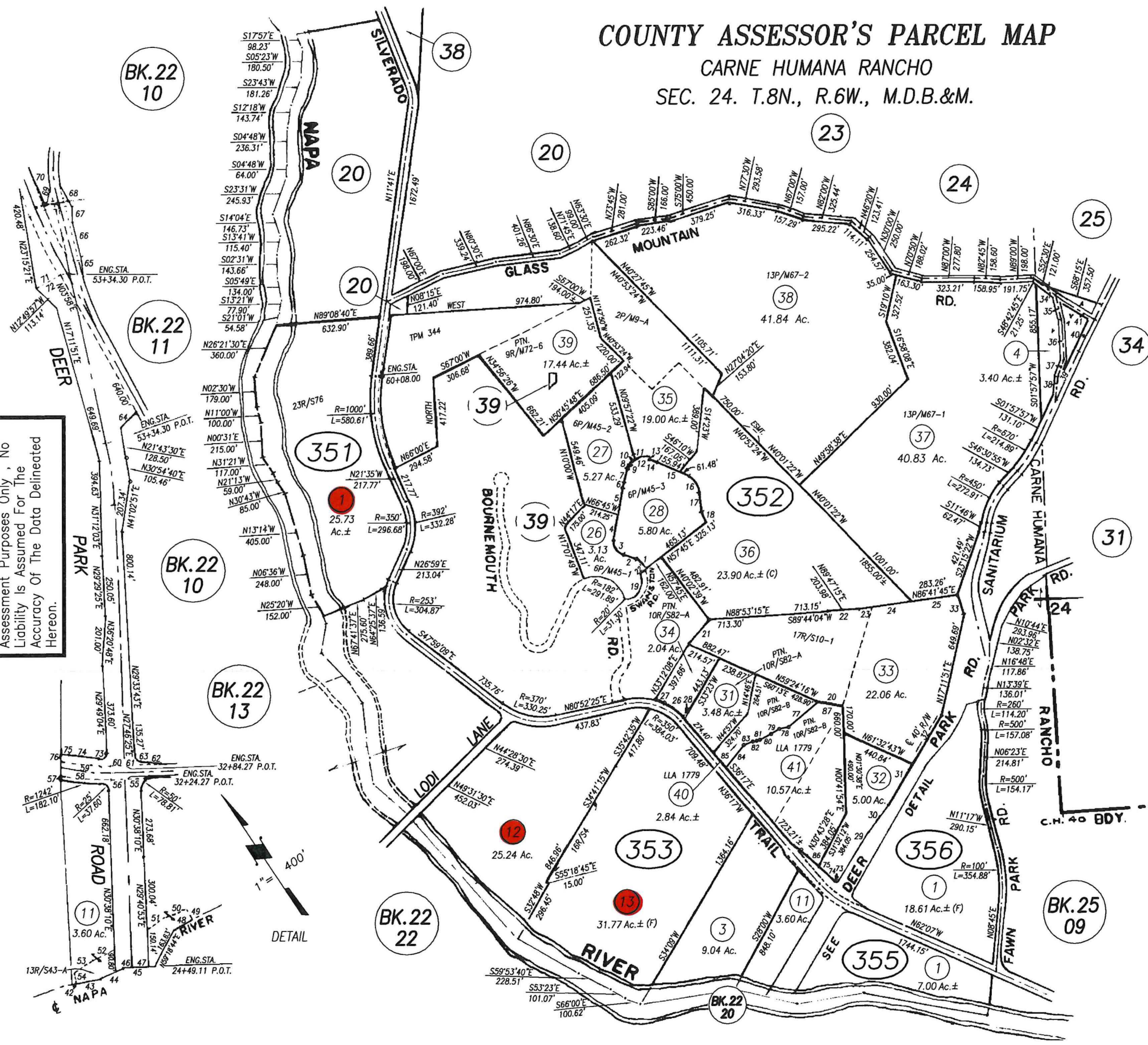
Tax Area Code
85001

21-35

21-07



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1.	R=140'	L=73.30'	46.	N60°01'W	36.74'
2.	N62°15'W	83.92'	47.	N60°01'W	65.00'
3.	R=75'	L=93.63'	48.	S88°57'52"E	90.00'
4.	N15°00'E	155.07'	49.	N01°02'08"E	50.00'
5.	N15°00'E	163.49'	50.	N79°30'08"W	91.24'
6.	R=500'	L=29.09'	51.	S86°44'09"W	90.10'
7.	N18°20'E	99.81'	52.	S83°39'24"W	96.80'
8.	R=100'	L=18.33'	53.	S88°29'41"W	98.86'
9.	N28°50'E	15.00'	54.	N22°21'44"E	45.00'
10.	R=80'	L=40.72'	55.	N59°03'20"W	110.27'
11.	N32°00'W	20.00'	56.	N59°03'20"W	58.79'
12.	R=135'	L=81.60'	57.	N32°32'20"E	10.84'
13.	S02°38'W	20.00'	58.	R=1030'	L=216.60'
14.	R=115'	L=50.25'	59.	R=970'	L=214.52'
15.	S62°20'E	217.42'	60.	N59°03'20"W	58.47'
16.	R=120'	L=129.15'	61.	N59°03'20"W	150.16'
17.	S00°40'E	115.60'	62.	N50°31'19"W	82.48'
18.	R=340'	L=82.19'	63.	R=20'	L=27.33'
19.	R=118'	L=221.04'	64.	N77°09'37"E	85.24'
20.	S75°04'24"E	140.96'	65.	N26°11'21"E	77.26'
21.	S45°35'21"W	215.04'	66.	N19°08'06"E	150.08'
22.	N89°22'58"W	204.00'	67.	N32°21'15"E	50.99'
23.	S86°39'17"W	66.56'	68.	N04°58'02"E	99.39'
24.	S86°39'17"W	226.73'	69.	N42°50'10"E	86.43'
25.	S86°30'27"W	283.44'	70.	N09°27'02"E	133.60'
26.	R=392'	L=177.73'	71.	N88°57'40"W	107.99'
27.	N36°17'W	32.50'	72.	S88°57'40"E	118.00'
28.	N36°17'W	7.81'	73.	R=20'	L=34.45'
29.	N29°49'04"E	373.60'	74.	N51°29'55"W	152.53'
30.	N36°20'48"E	201.00'	75.	N48°15'09"W	32.43'
31.	N29°29'25"E	250.05'	76.	N32°32'20"E	24.13'
32.	N31°12'03"E	394.63'	77.	S56°37'49"W	245.24'
33.	N12°49'57"W	105.12'	78.	S84°52'20"W	57.71'
34.	S48°42'45"E	175.32'	79.	S65°32'52"W	61.38'
35.	S09°01'25"E	154.32'	80.	S67°48'40"W	78.89'
36.	S00°35'40"W	253.84'	81.	S80°13'59"W	21.61'
37.	S23°54'W	119.41'	82.	S87°40'54"W	23.24'
38.	S09°24'35"W	132.56'	83.	S75°48'09"W	58.27'
39.	N28°55'35"E	330.82'	84.	S44°57'W	197.44'±
40.	N30°18'E	226.00'	85.	N36°17'W	63.13'±
41.	N54°23'35"W	277.41'	86.	S49°03'53"E	180.40'
42.	N67°38'16"W	15.00'	87.	N75°53'08"W	140.96'
43.	N67°38'16"W	90.40'			
44.	N82°55'22"W	119.19'			
45.	N60°01'W	130.11'			

	3-8-83
	8-28-84
	9-19-84
	8-3-04
356-01 COC	
352-40 & 41 LLA	12-17-13
REVISION	DATE

1962

21-35

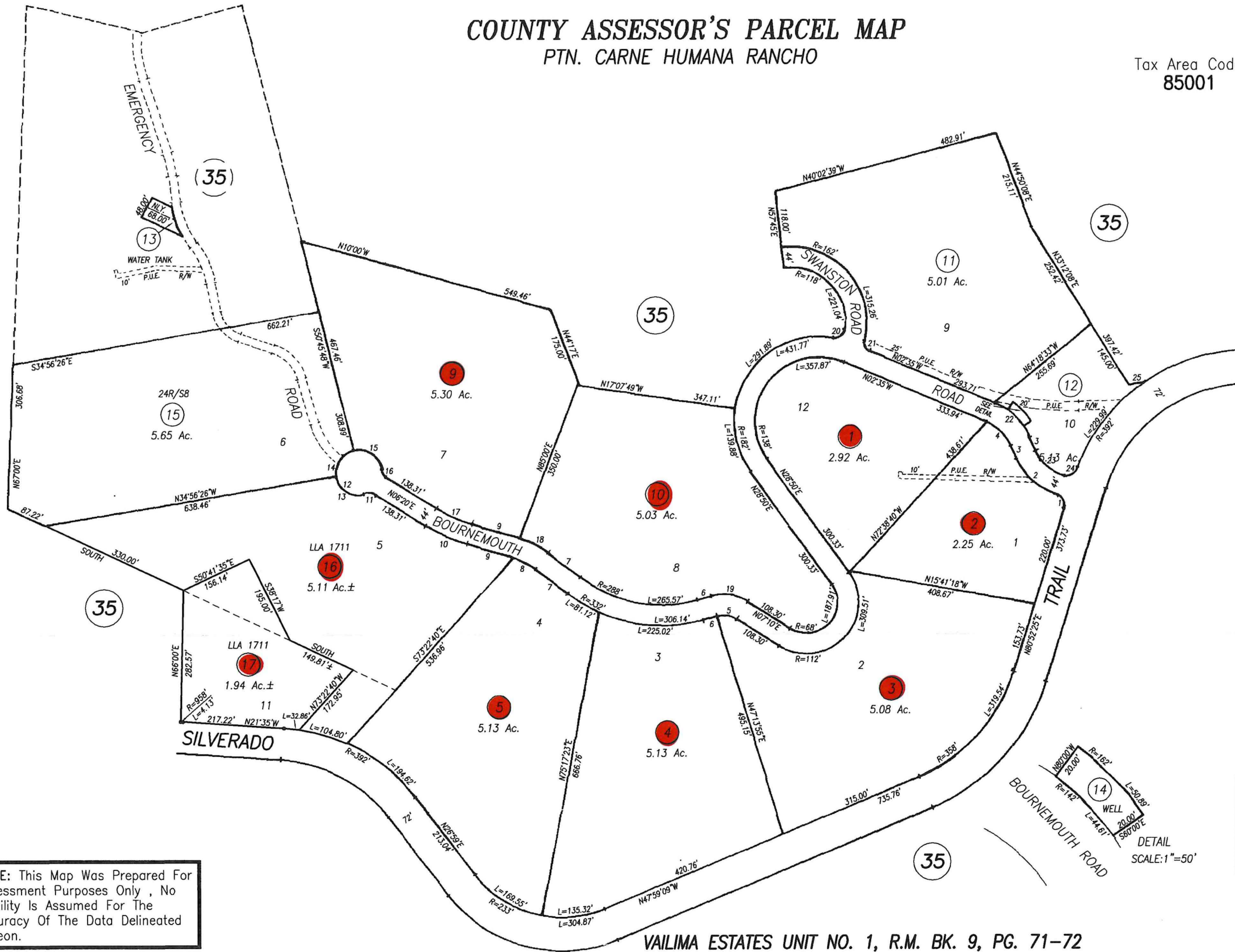
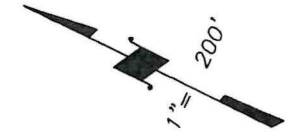
COUNTY ASSESSOR'S PARCEL MAP

PTN. CARNE HUMANA RANCHO

Tax Area Code
85001

21-39

21-35



1.	R=20'	L=31.42'
2.	R=142'	L=122.83'
3.	N40°26'E	29.17'
4.	R=98'	L=73.58'
5.	R=53'	L=44.40'
6.	N40°50'W	30.61'
7.	N12°00'E	86.09'
8.	R=153'	L=55.19'
9.	N08°40'W	105.01'
10.	R=372'	L=97.39'
11.	R=20'	L=16.53'
12.	R=42'	L=200.30'
13.	R=42'	L=70.43'
14.	R=42'	L=62.82'
15.	R=42'	L=68.14'
16.	R=20'	L=16.53'
17.	R=328'	L=85.87'
18.	R=197'	L=71.06'
19.	R=97'	L=81.26'
20.	R=20'	L=31.30'
21.	R=20'	L=28.57'
22.	R=142'	L=106.61'
23.	R=98'	L=85.38'
24.	R=20'	L=30.32'
25.	N36°19'35"W	32.27'

	10-23-70
	12-11-70
	9-19-84
	2-25-85
390-16 & 17 LLA	4-2-12
REVISION	DATE

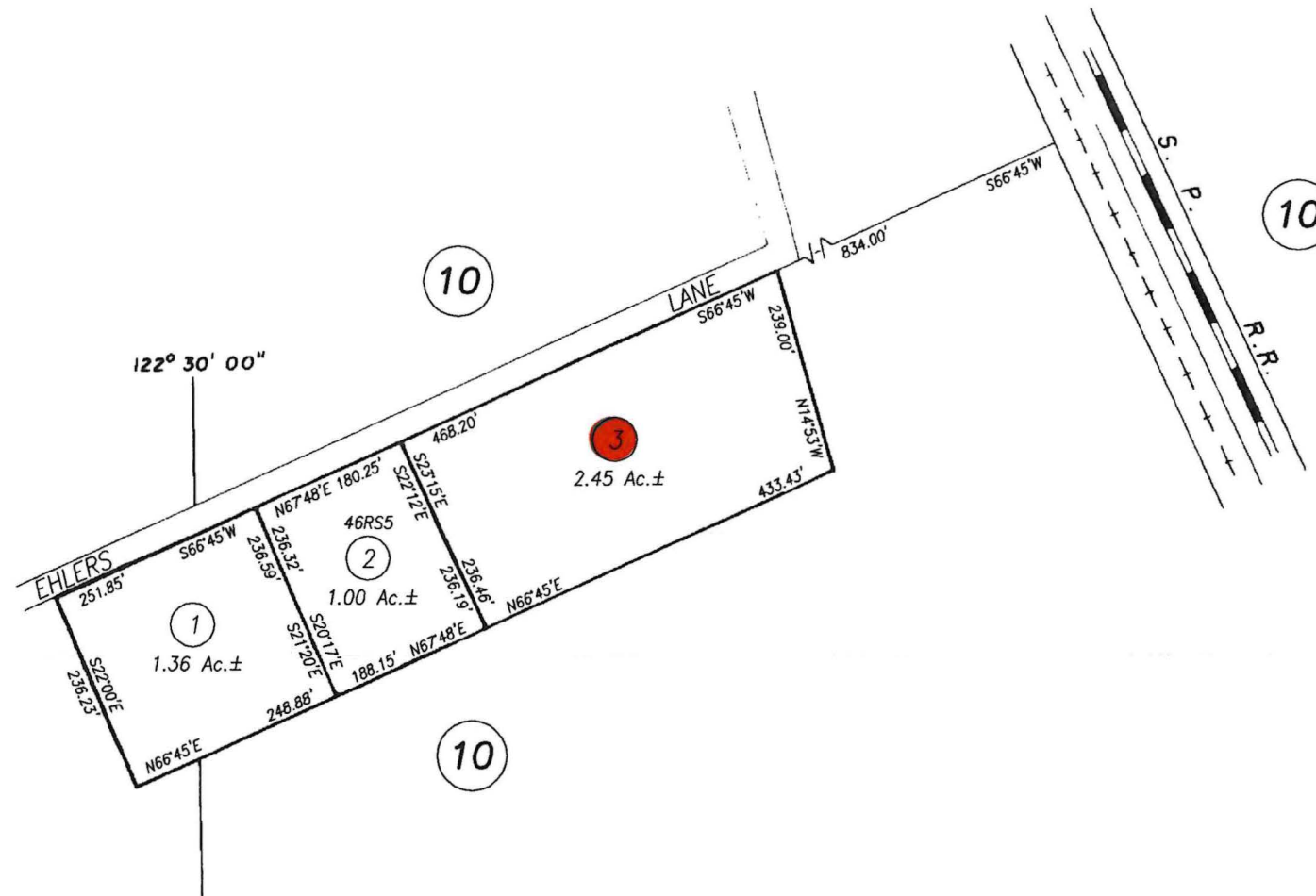
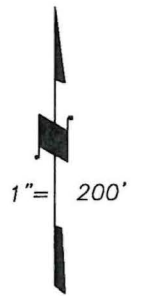
DETAIL
SCALE: 1"=50'

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

COUNTY ASSESSOR'S PARCEL MAP
 PTN. CARNE HUMANA RANCHO
 R.M. BK. D PAT., PG. 127

Tax Area Code
 85001

22-12



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

120-02 RS	2-15-17
REVISION	DATE

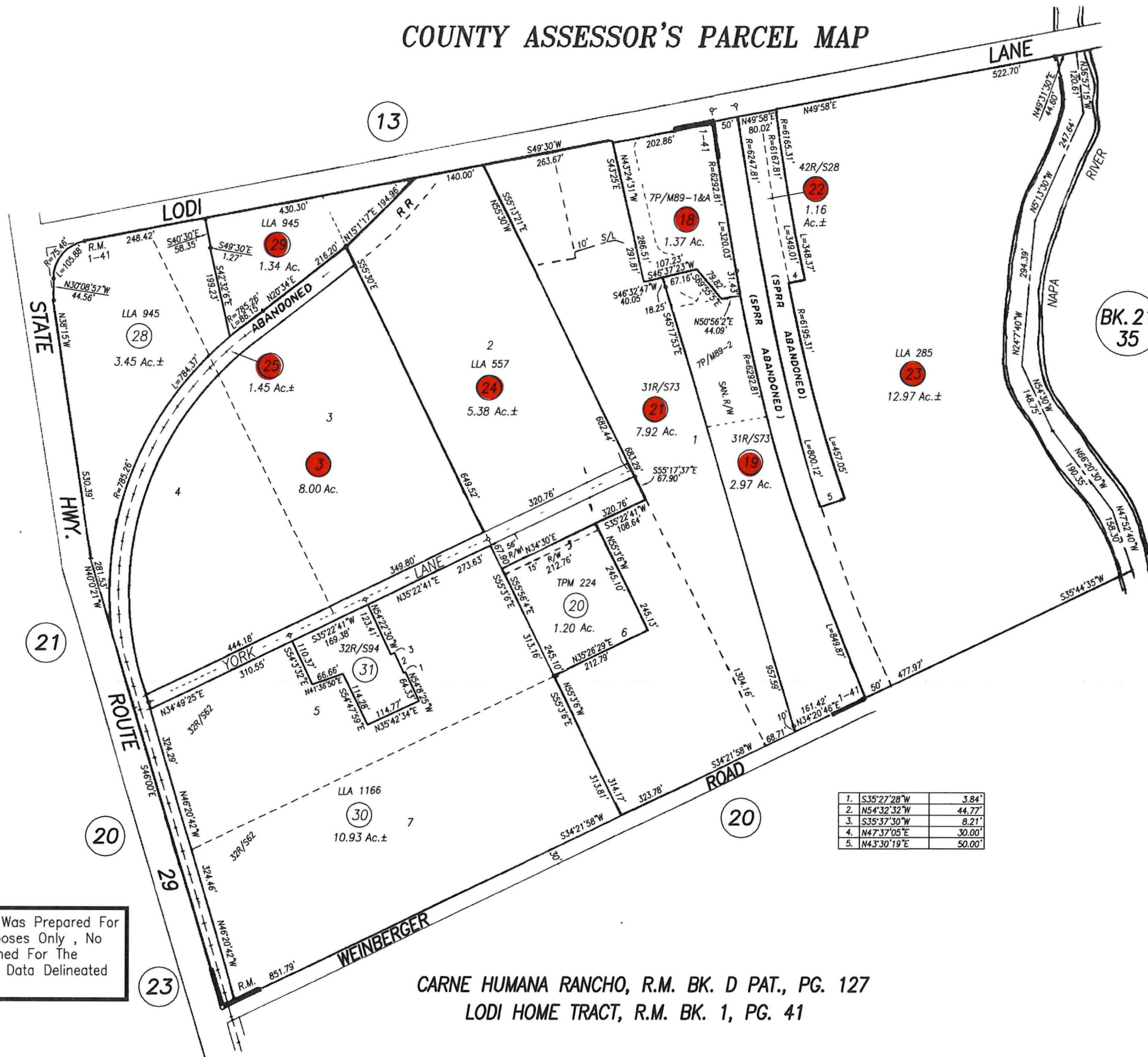
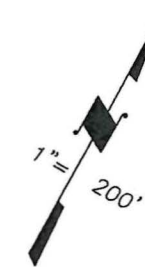
1955-62

22-12

COUNTY ASSESSOR'S PARCEL MAP

22-22

Tax Area Code
85001



BK. 21
35

1.	S35°27'28"W	3.84'
2.	N54°32'32"W	44.77'
3.	S35°37'30"W	8.21'
4.	N47°37'05"E	30.00'
5.	N43°30'19"E	50.00'

220-04 & 05 RS	7-23-99
220-30 & 31 LLA	2-24-00
220-31 RS	3-23-00
ST NAME CORR	10-8-04
220-28 PTN TO RD	4-21-05
220-22 RS	5-6-13
REVISION	DATE

1955-62

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

CARNE HUMANA RANCHO, R.M. BK. D PAT., PG. 127
LODI HOME TRACT, R.M. BK. 1, PG. 41

22-22