

“A”

# Appeal Packet

William Cole Appeal  
Use Permit Major Modification No. P19-00101-MOD and Variance P19-00441-VAR  
Board of Supervisor Appeal Hearing Date (October 15, 2024)



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

RECEIVED

11:35 AM

MAY 30 2024

MH

APPEAL PACKET COVER SHEET  
(Section 2.88.050 of Napa County Code)

NAPA COUNTY  
EXECUTIVE OFFICE

A Tradition of Stewardship  
A Commitment to Service

Deadline for filing with the Clerk of the Board's office: no later than 2 p.m. on the 10<sup>th</sup> 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:** WILLIAM COLE WINERY (WILLIAM BALLENTINE JR. AND JANE SORENSON TR) / USE PERMIT MAJOR MODIFICATION NO. P19-00101 - MOD & VARIANCE P19-00441-VAR - ~~Planning and Zoning Commission Hearing - May 1, 2024 - Notice and Procedure did not comply with the law~~

**Permittee Name:** WILLIAM COLE WINERY (WILLIAM BALLENTINE JR. AND JANE SORENSON TR)

TR

State

Zip

**Permittee Address:** 2849 St. Helena Hwy North, St. Helena, 94574

No. Street City State Zip

**Project Site (Address/Location if Different Than Permittee Address)**

Assessor's Parcel No.: 022-230-015

Permit No.: P19-00101-UP and P19-00441-VAR

Date of Decision: May 1, 2024

Nature of Permit or Decision: Use Permit Major Modification No. P19-00101-MOD & Variance P19-00441-VAR, Major Modification to William Cole Winery Use Permit 02307-UP

**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 for hearing held on May 1, 2024, 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.

  
Signature of Appellant

5/30/24  
Date

William McKinnon, Attorney  
for Water Audit California  
Print Name

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

0128

DATE: 5/29/24


90-4187  
1211

PAY TO THE  
ORDER OF

Napa County

\$ 471<sup>26</sup>/<sub>100</sub>

Four hundred seventy-one and <sup>26</sup>/<sub>100</sub> DOLLARS

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

Memo

William Cole Winery

*[Signature]*

⑆121141877⑆ 25798400⑈

0128

<b>RECEIPT</b>		DATE <u>5/30/2024</u>	No. <u>396315</u>
RECEIVED FROM <u>Water Audit California</u>		\$ <u>471.26</u>	
<u>Four hundred seventy-one and <sup>26</sup>/<sub>100</sub></u>		DOLLARS	
<input type="radio"/> FOR RENT <u>apparel packet - William Cole Winery</u>			
<input checked="" type="radio"/> FOR <u>Pig-00.01-00 + Pig-00HRI-VAR</u>			
ACCOUNT		<input type="radio"/> CASH	FROM _____ TO _____ BY <u><i>[Signature]</i></u>
PAYMENT	<u>no. 0125</u>	<input checked="" type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	

## 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.

<b>By Hand Delivery</b>	<b>By Mail</b>
Deliver the completed form and evidence of payment to: Napa County Clerk of the Board County Administration Building, 3 <sup>rd</sup> 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
<b>By Email</b>	
Scan the signed completed form and attach it, along with evidence of payment, as PDF format to an email addressed to: <a href="mailto:clerkoftheboard@countyofnapa.org">clerkoftheboard@countyofnapa.org</a> . 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. <b>**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.**</b>	

**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: GENERAL@WATERAUDITCA.ORG

May 30, 2024

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

APPEAL PACKET - ADDITIONAL SHEETS  
(Appellant Water Audit California)

Appealing the May 1, 2024, decision of the Napa County Planning Commission to approve the WILLIAM COLE WINERY (WILLIAM BALLENTINE JR. AND JANE SORENSON TR) / USE PERMIT MAJOR MODIFICATION NO. P19-00101 - MOD & VARIANCE P19-00441-VAR.

Appellant Name and Contact Information:

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

Water Audit California ("Water Audit") appeals the May 1, 2024, decision of the Napa County Planning Commission's approval of WILLIAM COLE WINERY (WILLIAM BALLENTINE JR. AND JANE SORENSON TR) / USE PERMIT MAJOR MODIFICATION NO. P19-00101 - MOD & VARIANCE P19-00441-VAR captioned above (collectively the "Application").

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 for the May 1, 2024 hearing. (see Napa County Code sec. 2.88.010 (G).)

## **A. Introduction.**

Water Audit is a public benefit organization dedicated to advocating for the public trust and other public interests. Our concerns regarding this matter are greater than the subject decision alone.

## **B. Standard for Review.**

If initial study demonstrates that a project may have significant environmental impact, a mitigated negative declaration may be appropriate – however, **only when revisions to a project will avoid or mitigate the significant environmental impacts, as identified in the initial study, “to a point where clearly no significant effect on the environment would occur, and...there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment.”** (emphasis added) (Public Resources Code, §§ 21064.5 and 21080(c)(2); *Mejia v. City of Los Angeles* (2005) 130 Cal.App.4th 322, 331.) “May” in this context means a reasonable possibility of a significant effect on the environment. (Pub. Resources Code, §§ 21082.2(a), 21100, 21151(a); *Pocket Protectors*, supra, 124 Cal.App.4th 903, 927; *League for Protection of Oakland’s etc. Historic Resources v. City of Oakland* (1997) 52 Cal.App.4th 896, 904–905.)

The “fair argument” standard requires an EIR if any substantial evidence in the record suggests that a project may have adverse environmental impacts; even under circumstances where opposing evidence is offered that supports an agency’s decision. (CEQA Guidelines, § 15064(f)(1); *Pocket Protectors*, supra, 124 Cal.App.4th 903, 931; *Stanislaus Audubon Society v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 150-15; *Quail Botanical Gardens Found., Inc. v. City of Encinitas* (1994) 29 Cal.App.4th 1597, 1602.) Rather than issuing negative declarations or notices of CEQA exemption, the “fair argument” standard is a “low threshold” that encourages environmental review through an EIR (*Pocket Protectors*, supra, 124 Cal.App.4th at 928.) It is opposite of the deference generally provided to agencies.



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).)

"[I]t is a question of law, not fact, whether a fair argument exists, and the courts owe no deference to the lead agency's determination. Review is *de novo*, with a preference for resolving doubts in favor of environmental review." (*Pocket Protectors*, supra, 124 Cal.App.4th 903, 928 [emphasis in original].)

The California Supreme Court found that "[i]f no EIR has been prepared for a nonexempt project, but substantial evidence in the record supports a fair argument that the project may result in significant adverse impacts, the proper remedy is to order preparation of an EIR." (*Communities for a Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310, 319-320, citing, *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 75, 88; *Brentwood Assn. for No Drilling, Inc. v. City of Los Angeles* (1982) 134 Cal.App.3d 491, 504–505.) "The 'foremost principle' in interpreting CEQA is that the Legislature intended the act to be read so as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language." (*Communities for a Better Environment v. Calif. Resources Agency* (2002) 103 Cal.App.4th 98, 109 ["CBE v. CRA"].)

An EIR is essential to CEQA. (*Bakersfield Citizens for Local Control v. City of Bakersfield* (2004) 124 Cal.App.4th 1184, 1214; *Pocket Protectors*, supra, 124 Cal.App.4th 903, 927.) An EIR provides accountability that "demonstrate[s] to an apprehensive citizenry that the agency has, in fact, analyzed and considered the

ecological implications of its action.” (*Laurel Heights Improvements Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 392.)

An EIR is required if “there is substantial evidence, in light of the whole record before the lead agency, that the project may have a significant effect on the environment.” (Pub. Resources Code, § 21080(d); see also *Pocket Protectors*, supra, 124 Cal.App.4th 903, 927.) In few conditions, an agency may issue a negative declaration and avoid an EIR (see 14 Cal. Code Regs., § 15371 [“CEQA Guidelines”]), but only under the circumstances where there is not a “fair argument” that the project will have a significant environmental effect. (Pub. Resources Code, §§ 21100, 21064.)

As a matter of law, “substantial evidence includes . . . expert opinion.” (Pub. Resources Code, § 21080(e)(1); CEQA Guidelines, § 15064(f)(5).) When “experts” present conflicted evidence on the potential of environmental impacts, an agency must consider impacts (i.e. effects) as significant and prepare an EIR. (CEQA Guidelines § 15064(f)(5); Pub. Res. Code, § 21080(e)(1); *Pocket Protectors*, supra, 124 Cal.App.4th 903, 935.) “Significant environmental effect” is defined as “a substantial or potentially substantial adverse change in the environment.” (Pub. Resources Code, § 21068; see also CEQA Guidelines, § 15382.) Effects do not necessarily need to reach a threshold of “momentous” to qualify as CEQA “significant”, as the criterion is that the effects are “not trivial.” (*No Oil, Inc.*, 13 Cal.3d at 83.)

“[N]either the lead agency nor a court may ‘weigh’ conflicting substantial evidence to determine whether an EIR must be prepared in the first instance.” (*Pocket Protectors*, supra, 124 Cal.App.4th 903, 935.) In the presence of a disagreement on the appropriateness of a negative declaration, the courts require an EIR. “It is the function of an EIR, not a negative declaration, to resolve conflicting claims, based on substantial evidence, as to the environmental effects of a project.” (*Id.*)

Absent an accurate description of the baseline physical environment, a proper CEQA decision cannot be made. CEQA Guidelines section 15125(a) states, in pertinent part, that a lead agency’s environmental review under CEQA:

...must include a description of the physical environmental conditions in the vicinity of the project, as they exist at the time [environmental analysis] is commenced, from both a local and regional perspective. This environmental

setting will normally constitute the baseline physical conditions by which a Lead Agency determines whether an impact is significant.

(See *Save Our Peninsula Committee v. County of Monterey* (2001) 87 Cal.App.4th 99, 124-125].)

### **C. Grounds for Appeal**

1. The County has failed to properly circulate or publish the project documents to secure regulatory agency approvals.

2. There is no proven water source for the project. Water for the project is represented to be supplied by a “will serve” letter from the City of St. Helena (“CSH”). No such letter was provided to the Planning Commission; only a request for a will serve letter is part of the packet. The existing water supply agreement with CSH states that it is for fire suppression only. (See <https://www.cityofsthelena.org/334/Water-Agreements> and attached hereto.)

3. The application is incomplete for a private water source. In 2019 the Environmental Health Services commented in a P19-00101 Application Status Letter that application was INCOMPLETE: “Because the total number of users (combined employees, visitors and residents and/or the total number of employees and residents) proposed exceeds 25 on a peak day, the water supply and related components serving this facility will have to comply with the California Safe Drinking Water Act and related Laws. If the existing water sources will not meet the construction requirements for a regulated water system, a new well (source) may have to be developed. Please review the enclosed information and prepare the required water system feasibility report as outlined in the enclosed handout.”

4. The well pumping data from a single well is inadequate for a public water system.

5. The Conditions of Approval are not consistent with the Caltrans comments and requirements.

6. The Conditions of Approval did not incorporate the CalFire comments re the proposed change in occupancy to create a second floor tasting room in the “barn.”

7. The Conditions of Approval did not provide the necessary and conceded provision for the preservation of cultural resources.

8. The Application was incomplete, without (1) adjoining property owners list (2) associated Assessor's parcel book pages; (3) USGS Survey Quadrangle per Checklist Requirement; (4) grape source statement; (5) storm drainage plan.

#### **D. Conclusion**

For the foregoing reasons, Water Audit California appeals the subject approval of the above stated Major Use Modification Permit, and prays that the application be rejected, or in the alternative, that the Conditions of Approval be amended or supplemented as called forth above.

Respectfully,



William McKinnon  
General Counsel  
Water Audit California

**Attachment**  
**Napa County Board of Supervisors**  
**Water Audit California**  
**Re: William Cole Winery**



2013-0031460

Recorded	REC FEE	0.00
Official Records		
County of	CC1 ONE CONFORM	1.00
Napa		
JOHN TUTEUR		
Assessor-Recorder-Cau		
08:02AM 07-Nov-2013	EU	Page 1 of 5

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City Clerk  
City of St. Helena  
1480 Main Street  
St. Helena, California 95474  
EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383

Assessor's Parcel Nos. 022-230-005

**WILLIAM COLE VINEYARDS  
FIRE SERVICE AGREEMENT**

This Agreement is entered into on October 22, 2013, between William Cole Vineyards ("Owner") and the City of St. Helena a California Municipal Corporation ("City"), and provides as follows:

**RECITALS**

- A. In compliance with Napa County Fire Code Standards adopted in furtherance of the California Fire Code, Owner is required to provide automatic fire sprinkler protection and on-site private fire hydrant system (together referred to herein as "Private Fire Service") for APN 022-230-005 at 2849 N. St. Helena Highway, commonly known as William Cole Vineyards and more particularly described in Exhibit A ("Site").
- B. St. Helena Municipal Code Section 13.04.200 allows the connection of Private Fire Service outside the City limits to City's water distribution system, provided that all conditions of Section 13.04.200 are complied with.
- C. City and Owner desire to enter into this Agreement to permit the extension of Private Fire Service from the City's existing water transmission main to Site along State Route 29.
- D. St. Helena Municipal Code Section 3.32.070 finds that water impact fees shall be paid for every connection to the City's water system
- E. The City Council has directed staff to draft this Agreement pursuant to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**AGREEMENT**

- 1. City shall allow two (2) connections to the existing aforementioned water transmission main as follows:
  - 1. City Standard Fire Hydrant Assembly located in the public right of way;
  - 2. City Standard Fire Service Assembly Meter (6-inch) with City Standard Double Detector Check Valve (6-inch) to serve an on-site private fire hydrant system.
- 2. The connection(s) shall only serve the Site described in Exhibit A, with the exact location and installation details of the connection to City's water main supply for the Private Fire

- Service to conform to City of St. Helena Standards and be approved by the City of St. Helena Director of Public Works and Napa County Building Official.
3. Owner shall prepare and submit plans and specifications for the two (2) connections for the fire hydrant and fire services from City's water transmission main acceptable to the City of St. Helena Director of Public Works and Napa County Building Official.
  4. City maintenance responsibility shall end at the valve outlet flange of the inlet valve on each of the required double detector check valve.
  5. Following receipt of both approvals required under section 2. Above, Owner shall give City seventy-two (72) hours notice prior to each construction inspection of and test for the Private Fire Service and submit the results of all such inspections and tests to City.
  6. All Water Impact Fees are due and shall be received by the City prior to the hot-tap connection to the City's water system.
  7. A final inspection and hydrostatic pressure test of the Private Fire Service shall be performed and satisfactory passed prior to City's activating the service.
  8. Owner shall perform a second hydrostatic pressure test one (1) year after the original test and submit the results to City.
  9. Owner shall maintain the Private Fire Service in accordance with the most current applicable version of the California Building and Fire Code and allow inspections by City.
  10. The Private Fire Service shall only be used by authorized fire fighting personnel, City of St. Helena personnel and such other persons granted specific permission to do so by City. Said Private Fire Service shall be used by those persons only for fire suppression, testing of the protection system, fire drills, and flushing and cleaning of water distribution mains. No other connection to, extension of or use of City's water system is approved or implied by this limited Agreement.
  11. The Private Fire Service shall be privately owned and maintained by Owner and Owner shall be responsible for maintenance of the Private Fire Service in its entirety from the point at which it connects to the aforementioned valve outlet flange of the inlet valve on each of the required double detector check valves.
  12. Owner shall pay full cost of the construction and installation of the Private Fire Service including, testing and the cost of connecting to the City's existing water main. Owner shall pay City for all attorney, planner and City staff time incurred in connection with this Agreement at the City's normal rates.
  13. Owner shall pay the City a one-time water impact fee at the applicable commercial rate set forth in St. Helena Municipal Code Section 3.32.070.b. Water Impact Fee shall be paid prior to the connection to City Water Transmission Main.
  14. Owner shall pay the applicable monthly fee for one 6-inch Private Fire Services as established by St. Helena Municipal Code Section 13.04.200 E. All bills for water charges will be rendered by the City as established by St. Helena Municipal Code Section 13.04.100 G. All bills shall become due and payable upon presentation and shall be paid at the office of the department.
  15. Owner shall pay for any City water used for fire suppression or other approved and/or unauthorized uses on the Owner's property based on fire service meter assembly readings, at the rate set forth in St. Helena Municipal Code.
  16. In the event of a leak as indicated by the meter, City shall have the authority to discontinue service, with notice to the County Fire Chief, until adequate repairs are made. Owner shall be responsible for payment of the water lost through any leak, as determined by the meter readings. In the event of breach of this Agreement by Owner, City shall

have the authority, with notice to the Napa County Fire Chief, to terminate this Agreement.

17. This agreement incorporates herein by reference the provisions of Chapter 13.08 and 13.12 of the St. Helena Municipal Code relating to water and Owner agrees to comply with the terms thereof.
18. Owner understands and agrees that City makes no guarantee as to pressure or volume of the water in this line or the main supplying the same, and City shall not, under any circumstances, be held liable for the loss or damage from a deficiency or failure in the supply of water, whether occasioned by the shutting off of water in case of accident or for alterations, extensions, connections, repairs, testing, a general water shortage or for any cause whatsoever. Owner releases and agrees to hold City harmless from any liability or claims that may arise by reason of City's provision or failure to provide water pursuant to this Agreement.
19. This Agreement shall be binding on the parties hereto and all successors in interest, and shall run with the land.
20. In the event of any legal action arising out of this Agreement, the prevailing party shall be entitled to reasonable costs of suit and attorney's fees.

Owner: William Cole Vineyards

By: William Ballentine, Jr.

William Ballentine, Jr.

City: City of St. Helena

By: Gary Broad

Gary Broad, City Manager

Dated: 11-6-13

Dated: 11-6-2013

APPROVED AS TO FORM:

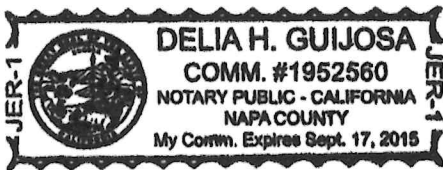
Thomas B. Brown  
Thomas B. Brown, City Attorney



STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF NAPA

On November 4, 2013, before me, Delia H. Guijosa, a Notary Public in and for the State of California, personally appeared Gary Broad who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Delia H. Guijosa  
Notary's Signature

STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF NAPA

On November 6, 2013, before me, Delia H. Guijosa, a Notary Public in and for the State of California, personally appeared William Ballentine Jr who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Delia H. Guijosa  
Notary's Signature

## END OF DOCUMENT

### Exhibit A:

#### Ballentine Parcel

All that real property situate in the County of Napa, State of California, being all of the Tract of Land described in the Grant Deed conveyed by Ines M. Chiarello to William V. Ballentine, Jr. and Jane Sorensen Ballentine, as Trustees of the William and Jane Ballentine Family Trust, said Grant Deed recorded February 13, 2004 as Series Number 2004 0005527 in Official Records of Napa County and also being a portion of Parcel One described in the Trust Transfer Deed conveyed by Donald F. Houghton to Donald F. Houghton, Trustee of the Donald F. Houghton Revocable Trust, said Trust Transfer Deed recorded July 13, 1992 as Series Number 1992 023143 in Official Records of Napa County and said real property being more particularly described as follows:

Beginning at a point on the southwestern line of the highway leading from St. Helena to Calistoga, from which point the center of a stone ditch bears North 56° 04' West 4.62 feet distant along said southwestern line of said highway, said point of beginning being further described as being the most eastern corner of Parcel One described in the Deed from John C. Weinberger to Maurice E. Harrison, et ux, recorded November 28, 1938 in Book 135 at page 225 of Official Records of Napa County and said point of beginning also being an angle point in the northeast line of Parcel One described in the Trust Transfer Deed conveyed by Donald F. Houghton to Donald F. Houghton, Trustee of the Donald F. Houghton Revocable Trust, said Trust Transfer Deed recorded July 13, 1992 as Series Number 1992 023143 in Official Records of Napa County and running thence along said northeast line and said southwestern line of said highway South 56° 04' East 30 feet to the most easterly corner of the right of way described as Parcel 2 in the deed to John T. Mooday, et ux., filed in Book 324 of Official Records at Page 189 in said Recorders Office; thence along the southeasterly lines of said right of way South 43° 28' West 496.36 feet, South 57° 55' East 1.91 feet, South 44° 05' West 176.22 feet and South 01° 05' East 148.1 feet to a 3/4" iron pipe at the most southerly corner of the lands of M.L.H. Ellis, et al., as shown on map number 3463 entitled "Record of Survey of the Lands of Donald F. Houghton, et al" filed September 28, 1981 in Book 22 of Surveys at page 30 in said Recorders Office, said iron pipe being further described as marking an angle in the northerly line of the 5.43 acre tract of land shown on said map number 3463; thence along the northerly line of said 5.43 acre tract and the southwesterly lines of said Parcel 2 North 61° 33' West 37.43 feet (shown as South 61° 35' 17" East 37.26 feet on said map number 3463), North 0° 07' East 141.83 feet and North 43° 28' East 53.3 feet to the most southern corner of the Tract of Land described in the Grant Deed conveyed by Ines M. Chiarello to William V. Ballentine, Jr. and Jane Sorensen Ballentine, as Trustees of the William and Jane Ballentine Family Trust, said Grant Deed recorded February 13, 2004 as Series Number 2004 0005527 in Official Records of Napa County; thence along the southwest lines of Ballentine North 54° 00' West 53.20 feet, North 08° 29' West 229.51 feet and North 30° 30' West 255.74 feet to the most western corner of Ballentine; thence along the northwest lines of Ballentine North 49° 30' East 117.78 feet and North 43° 07' East 225.06 feet to a point on the said southwestern line of said highway; thence along said southwestern line of said highway South 56° 04' East 474.83 feet to the Point of Beginning

Being a portion of said Rancho Carne Humana

End of Description



NAPA COUNTY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM  
PROJECT APPEALS

A Tradition of Stewardship  
A Commitment to Service

**(To be included with Appeal Packet)**

Effective January 1, 2023, California Senate Bill 1439 expanded requirements of Government Code Section 84308, also known as the "Levine Act," to prohibit public officials from participating in any proceeding involving a license, permit, or other entitlement for use pending before the agency if the official has willfully or knowingly received contributions totaling more than two hundred fifty dollars (\$250) within the preceding 12 months from a party to the proceeding or their agent. The same prohibition applies to contributions from any participant in the proceeding or their agent, if the public official knows or has reason to know that the participant has a financial interest in the decision. The Levine Act requires parties to disclose contributions made by them and their agents to public officials, and to make the disclosure part of the record of the proceeding.

Appellant Name: Water Audit California Project Name or Number: P19-00101-UP and P19-00441-VAR  
WILLIAM COLE WINERY (WILLIAM  
BALLENTINE JR. AND JANE SORENSON  
TR)

Appellant Organization or Firm (if different than above): \_\_\_\_\_

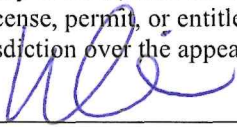
Have you, your organization or firm, or an agent of any of them, made any campaign contributions of more than \$250 to any Napa County public official within the last 12 months? Please aggregate any contributions made over the previous 12 months to determine if the \$250 threshold has been met.

Yes:  No:  (check one)

If no, please sign and date below.  
If yes, please provide the following information and then sign and date below. Use additional sheets if necessary.

Date of Contribution	Name of Public Official	Name of Contributor	Amount of Contribution

By signing below, I certify that the information herein is true and correct. I also agree to disclose any future contributions made to Napa County public officials from myself, my organization or firm, or an agent of any of them, after the date of signing this disclosure form, and within 12 months following the County's final decision on the license, permit, or entitlement being appealed. This obligation pertains only to Napa County public officials who have jurisdiction over the appeal.

Date: May 29, 2024 Appellant Signature: 

Organization/Firm name: Water Audit California Appellant Name (printed): William McKinnon, Attorney  
for Water Audit California

For questions or additional information, please visit <https://www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html>  
PL Doc. No. 109747; Ver. 1/2024

 <b>First American Title™</b>	<b>Property Owner's Notice Guarantee</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Guarantee</b>	GUARANTEE NUMBER <b>50077800-0001023E</b>

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

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

**GUARANTEES**  
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

 <b>First American Title™</b>	<b>Property Owner's Notice Guarantee</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	GUARANTEE NUMBER <b>50077800-0001023E</b>

File No.: **T0021975-006-006-KD**

Date of Guarantee: **May 21, 2024 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 Napa County Assessor/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): **022-230-015**

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

009-131-044-000  
 JORGE HERNANDEZ ETAL TR  
 PO BOX 849  
 SAINT HELENA CA 94574

009-131-045-000  
 JORGE HERNANDEZ ETAL TR  
 PO BOX 849  
 SAINT HELENA CA 94574

022-200-002-000  
 VINEYARD 29 LLC  
 PO BOX 93  
 SAINT HELENA CA 94574

022-200-003-000  
 FRANK J BALLENTINE TR ETAL  
 34 CAVALRY CT  
 DANVILLE CA 94526

022-200-008-000  
 LION NATHAN USA INC  
 PO BOX 636  
 SAINT HELENA CA 94574-0636

022-200-013-000  
 CULINARY INSTITUTE OF  
 AMERICA  
 2555 MAIN ST  
 SAINT HELENA CA 94574

022-200-016-000  
 C MONDAVI AND SONS INC  
 PO BOX 191  
 SAINT HELENA CA 94574-0191

022-200-021-000  
 MORLET ESTATE HILLTOP LLC  
 2835 ST HELENA HWY  
 SAINT HELENA CA 94574-9655

022-200-027-000  
 VINEYARD 29 LLC  
 PO BOX 93  
 SAINT HELENA CA 94574-0093

022-200-031-000  
 MORLET FAMILY ESTATE LLC  
 2825 SAINT HELENA HWY N  
 SAINT HELENA CA 94574-9655

022-200-032-000  
 MORLET ENTERPRISES LLC  
 2825 SAINT HELENA HWY N  
 SAINT HELENA CA 94574-9655

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

SCHEDULE A

(Continued)

022-220-030-000  
REVANA FAMILY PARTNERS LP  
3433 WESTHEIMER RD APT 806  
HOUSTON TX 77027-5538

022-230-004-000  
VALERI V & CANDACE  
CAMERON BURE TR  
18301 CLIFFTOP WAY  
MALIBU CA 90265-5627

022-230-013-000  
2867 ST HELENA HIGHWAY LLC  
1224 ADAMS ST  
SAINT HELENA CA 94574

022-230-014-000  
NICHOLAS A &  
CAREN MAYER ORUM TR  
40 WILDOMAR ST  
MILL VALLEY CA 94941

022-250-008-000  
FANTESCA LLC  
6600 FRANCE AVE S #550  
MINNEAPOLIS MN 55435

009-010-022-000  
C MONDAVI AND SONS INC  
PO BOX 191  
SAINT HELENA CA 94574-0191

022-230-012-000  
VINEYARD 29 LLC  
PO BOX 93  
SAINT HELENA CA 94574

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

009-131-044-000  
JORGE HERNANDEZ ETAL TR  
PO BOX 849  
SAINT HELENA CA 94574

022-200-003-000  
FRANK J BALLENTINE TR ETAL  
34 CAVALRY CT  
DANVILLE CA 94526

022-200-016-000  
C MONDAVI AND SONS INC  
PO BOX 191  
SAINT HELENA CA 94574-0191

022-200-031-000  
MORLET FAMILY ESTATE LLC  
2825 SAINT HELENA HWY N  
SAINT HELENA CA 94574-9655

022-220-030-000  
REVANA FAMILY PARTNERS LP  
3433 WESTHEIMER RD APT 806  
HOUSTON TX 77027-5538

022-230-014-000  
NICHOLAS A &  
CAREN MAYER ORUM TR  
40 WILDOMAR ST  
MILL VALLEY CA 94941

022-230-012-000  
VINEYARD 29 LLC  
PO BOX 93  
SAINT HELENA CA 94574

009-131-045-000  
JORGE HERNANDEZ ETAL TR  
PO BOX 849  
SAINT HELENA CA 94574

022-200-008-000  
LION NATHAN USA INC  
PO BOX 636  
SAINT HELENA CA 94574-0636

022-200-021-000  
MORLET ESTATE HILLTOP LLC  
2835 ST HELENA HWY  
SAINT HELENA CA 94574-9655

022-200-032-000  
MORLET ENTERPRISES LLC  
2825 SAINT HELENA HWY N  
SAINT HELENA CA 94574-9655

022-230-004-000  
VALERI V & CANDACE  
CAMERON BURE TR  
18301 CLIFFTOP WAY  
MALIBU CA 90265-5627

022-250-008-000  
FANTESCA LLC  
6600 FRANCE AVE S #550  
MINNEAPOLIS MN 55435

022-200-002-000  
VINEYARD 29 LLC  
PO BOX 93  
SAINT HELENA CA 94574

022-200-013-000  
CULINARY INSTITUTE OF AMERICA  
2555 MAIN ST  
SAINT HELENA CA 94574

022-200-027-000  
VINEYARD 29 LLC  
PO BOX 93  
SAINT HELENA CA 94574-0093

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

022-230-013-000  
2867 ST HELENA HIGHWAY LLC  
1224 ADAMS ST  
SAINT HELENA CA 94574

009-010-022-000  
C MONDAVI AND SONS INC  
PO BOX 191  
SAINT HELENA CA 94574-0191

009-131-044-000  
JORGE HERNANDEZ ETAL TR  
PO BOX 849  
SAINT HELENA CA 94574

022-200-003-000  
FRANK J BALLENTINE TR ETAL  
34 CAVALRY CT  
DANVILLE CA 94526

022-200-016-000  
C MONDAVI AND SONS INC  
PO BOX 191  
SAINT HELENA CA 94574-0191

022-200-031-000  
MORLET FAMILY ESTATE LLC  
2825 SAINT HELENA HWY N  
SAINT HELENA CA 94574-9655

022-220-030-000  
REVANA FAMILY PARTNERS LP  
3433 WESTHEIMER RD APT 806  
HOUSTON TX 77027-5538

022-230-014-000  
NICHOLAS A &  
CAREN MAYER ORUM TR  
40 WILDOMAR ST  
MILL VALLEY CA 94941

022-230-012-000  
VINEYARD 29 LLC  
PO BOX 93  
SAINT HELENA CA 94574

009-131-045-000  
JORGE HERNANDEZ ETAL TR  
PO BOX 849  
SAINT HELENA CA 94574

022-200-008-000  
LION NATHAN USA INC  
PO BOX 636  
SAINT HELENA CA 94574-0636

022-200-021-000  
MORLET ESTATE HILLTOP LLC  
2835 ST HELENA HWY  
SAINT HELENA CA 94574-9655

022-200-032-000  
MORLET ENTERPRISES LLC  
2825 SAINT HELENA HWY N  
SAINT HELENA CA 94574-9655

022-230-004-000  
VALERI V & CANDACE  
CAMERON BURE TR  
18301 CLIFFTOP WAY  
MALIBU CA 90265-5627

022-250-008-000  
FANTESCA LLC  
6600 FRANCE AVE S #550  
MINNEAPOLIS MN 55435

022-200-002-000  
VINEYARD 29 LLC  
PO BOX 93  
SAINT HELENA CA 94574

022-200-013-000  
CULINARY INSTITUTE OF AMERICA  
2555 MAIN ST  
SAINT HELENA CA 94574

022-200-027-000  
VINEYARD 29 LLC  
PO BOX 93  
SAINT HELENA CA 94574-0093

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

022-230-013-000  
2867 ST HELENA HIGHWAY LLC  
1224 ADAMS ST  
SAINT HELENA CA 94574

009-010-022-000  
C MONDAVI AND SONS INC  
PO BOX 191  
SAINT HELENA CA 94574-0191

009-131-044-000  
JORGE HERNANDEZ ETAL TR  
PO BOX 849  
SAINT HELENA CA 94574

009-131-045-000  
JORGE HERNANDEZ ETAL TR  
PO BOX 849  
SAINT HELENA CA 94574

022-200-002-000  
VINEYARD 29 LLC  
PO BOX 93  
SAINT HELENA CA 94574

022-200-003-000  
FRANK J BALLENTINE TR ETAL  
34 CAVALRY CT  
DANVILLE CA 94526

022-200-008-000  
LION NATHAN USA INC  
PO BOX 636  
SAINT HELENA CA 94574-0636

022-200-013-000  
CULINARY INSTITUTE OF AMERICA  
2555 MAIN ST  
SAINT HELENA CA 94574

022-200-016-000  
C MONDAVI AND SONS INC  
PO BOX 191  
SAINT HELENA CA 94574-0191

022-200-021-000  
MORLET ESTATE HILLTOP LLC  
2835 ST HELENA HWY  
SAINT HELENA CA 94574-9655

022-200-027-000  
VINEYARD 29 LLC  
PO BOX 93  
SAINT HELENA CA 94574-0093

022-200-031-000  
MORLET FAMILY ESTATE LLC  
2825 SAINT HELENA HWY N  
SAINT HELENA CA 94574-9655

022-200-032-000  
MORLET ENTERPRISES LLC  
2825 SAINT HELENA HWY N  
SAINT HELENA CA 94574-9655

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

022-220-030-000  
REVANA FAMILY PARTNERS LP  
3433 WESTHEIMER RD APT 806  
HOUSTON TX 77027-5538

022-230-004-000  
VALERI V & CANDACE  
CAMERON BURE TR  
18301 CLIFFTOP WAY  
MALIBU CA 90265-5627

022-230-013-000  
2867 ST HELENA HIGHWAY LLC  
1224 ADAMS ST  
SAINT HELENA CA 94574

022-230-014-000  
NICHOLAS A &  
CAREN MAYER ORUM TR  
40 WILDOMAR ST  
MILL VALLEY CA 94941

022-250-008-000  
FANTESCA LLC  
6600 FRANCE AVE S #550  
MINNEAPOLIS MN 55435

009-010-022-000  
C MONDAVI AND SONS INC  
PO BOX 191  
SAINT HELENA CA 94574-0191

022-230-012-000  
VINEYARD 29 LLC  
PO BOX 93  
SAINT HELENA CA 94574

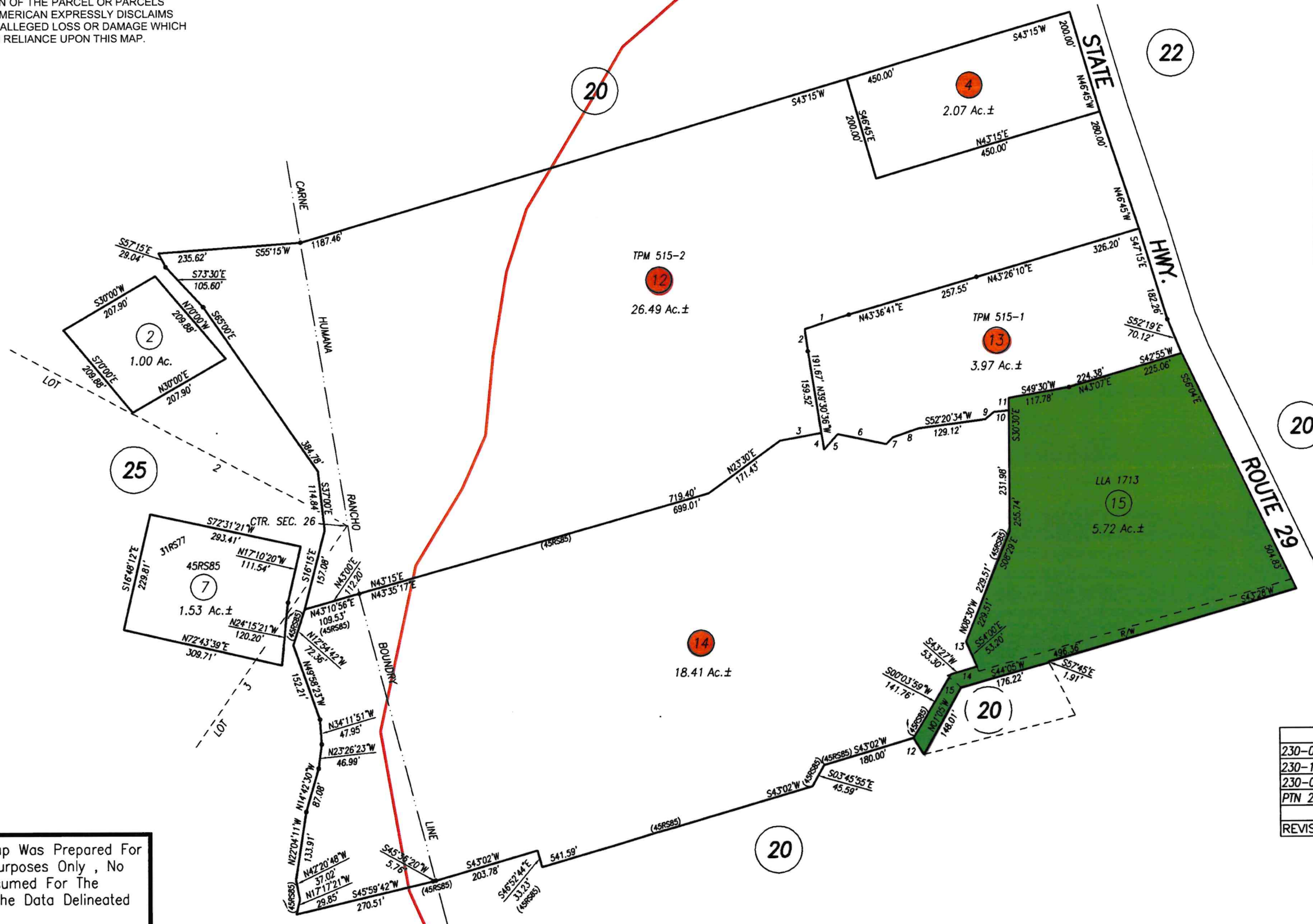
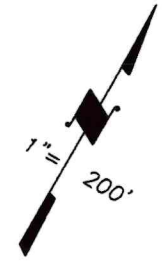
# COUNTY ASSESSOR'S PARCEL MAP

PTN. SEC. 26, T.8N., R.6W., M.D.B.&M.  
PTN. CARNE HUMANA RANCHO

Tax Area Code  
85001

22-23

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



1.	N41°44'50"E	88.99'
2.	N38°07'59"W	43.02'
3.	N49°30'E	80.24'
4.	S39°30'36"E	32.15'
5.	S11°12'55"W	39.16'
6.	S71°33'51"W	95.73'
7.	S13°19'01"W	17.85'
8.	S41°23'54"W	54.46'
9.	S19°32'58"W	22.33'
10.	S54°29'54"W	28.80'
11.	S30°30'E	23.76'
12.	N61°33"W	37.43'
13.	N54°01"W	53.20'
14.	S43°28"W	53.30'
15.	S00°07"W	141.83'

	2-3-89
230-08 TO PG 20	10-16-97
230-14 & 15 LLA	4-30-12
230-07 RS	12-7-16
PTN 230-14 RS	12-7-16
REVISION	DATE

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

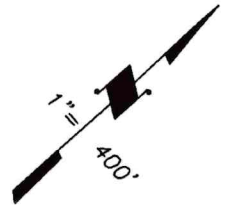
CARNE HUMANA RANCHO, BK. D, PAT., PG, 127

22-23

PTN. CARNE HUMANA RANCHO

Tax Area Code  
3000, 3002

9-01



1.	N87°34'58"E	15.43'
2.	N84°08'58"E	73.00'
3.	S89°55'45"E	80.20'
4.	N87°14'58"E	109.00'
5.	S85°55'25"E	63.21'
6.	S86°07'42"E	44.05'
7.	S89°51'44"E	53.01'
8.	S88°40'25"E	87.00'
9.	S77°21'25"E	103.00'
10.	S66°18'37"E	93.92'
11.	S59°06'36"E	99.28'
12.	S66°23'18"E	96.12'
13.	S66°40'42"E	115.45'
14.	S61°13'07"E	89.14'
15.	S68°44'46"E	91.24'
16.	S83°29'14"E	82.01'
17.	S88°42'18"E	91.77'
18.	S84°49'42"E	98.77'
19.	S76°46'28"E	90.59'
20.	S58°31'25"E	127.99'
21.	S45°49'05"E	18.70'

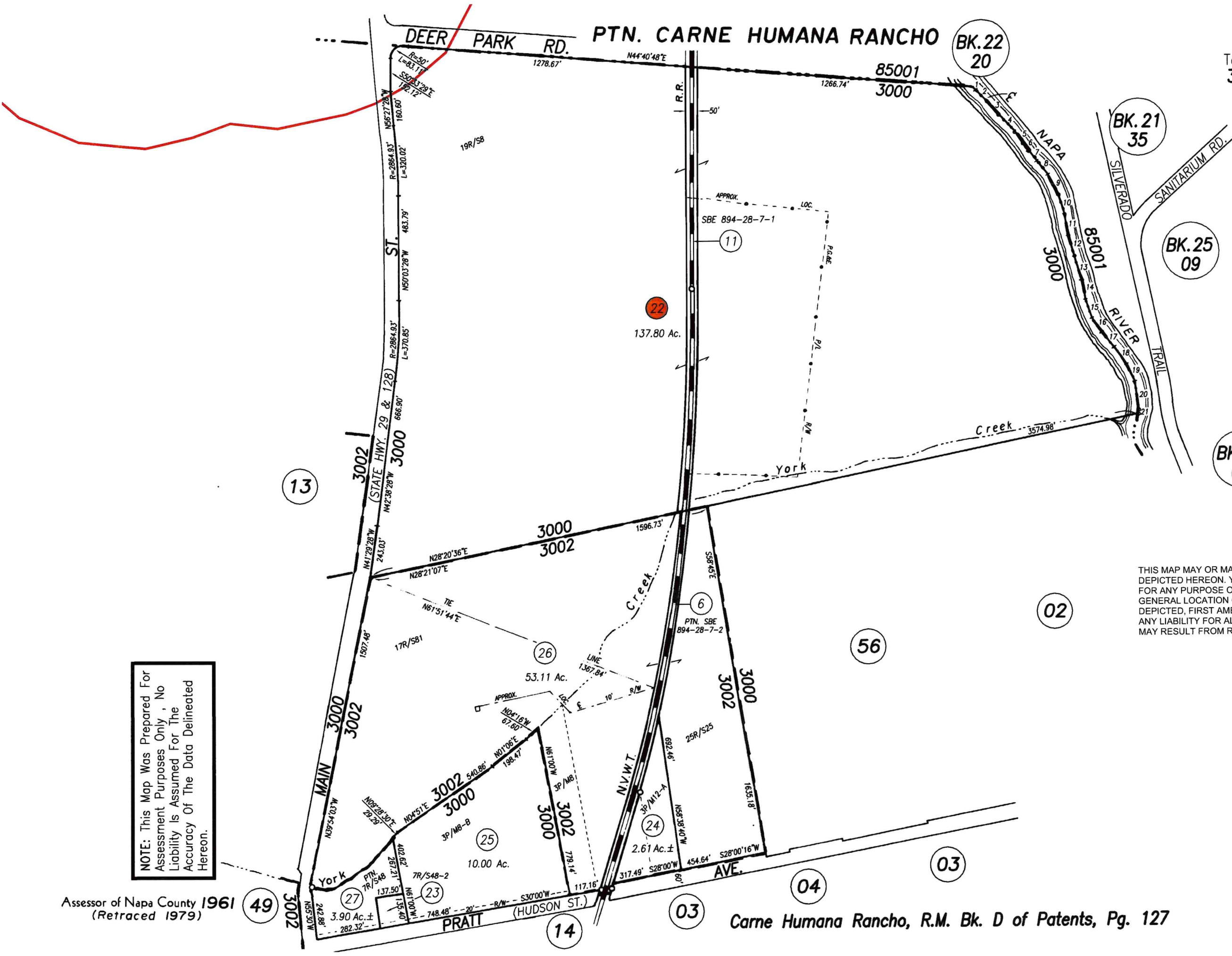
THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON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

	10-30-89
	9-16-92
REVISION	DATE

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

Assessor of Napa County 1961  
(Retraced 1979)

Carne Humana Rancho, R.M. Bk. D of Patents, Pg. 127



13

49

27

23

25

14

03

03

04

03

04

03

03

04

03

04

03

04

03

04

BK.22  
20

BK.21  
35

BK.25  
09

BK.25  
08

02

56

26

24

03

25

03

26

04

27

03

28

04

29

03

30

04

31

03

32

04

33

03

34

04

35

03

36

04

37

03

38

04

39

03

40

04

41

03

42

04

43

03

44

04

45

03

46

04

47

03

48

04

49

03

50

04

51

03

52

04

53

03

54

04

55

03

56

04

57

03

58

04

59

03

60

04

61

03

62

04

63

03

64

04

65

03

66

04

67

03

68

04

69

03

70

04

71

03

72

04

73

03

74

04

75

03

76

04

77

03

78

04

79

03

80

04

81

03

82

04

83

03

84

04

85

03

86

04

87

03

88

04

89

03

90

04

91

03

92

04

93

03

94

04

95

03

96

04

97

03

98

04

99

03

100

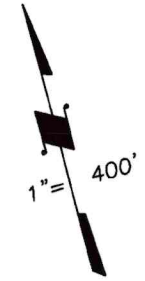
04

# COUNTY ASSESSOR'S PARCEL MAP

## PTN. RANCHO CARNE HUMANA

Tax Area Code  
3000, 3002  
85001

9-13



1.	N45°18'47"E	266.00'	18.	N42°09'33"E	125.21'	44.	R=140'	L=80.36'
2.	S39°54'21"E	35.27'	19.	N50°44'20"W	249.31'	45.	R=150'	L=74.97'
3.	S44°18'08"W	137.91'	20.	S40°10'24"W	198.33'	46.	N63°34'18"E	62.46'
4.	S28°37'42"E	30.50'	21.	N26°26'09"W	78.98'	47.	S28°37'20"W	40.00'
5.	S05°37'42"W	147.00'	22.	N38°13'12"W	123.16'	48.	S28°37'20"W	20.00'
6.	S39°54'21"E	6.00'	23.	R=90'	L=111.44'	49.	S61°22'40"E	20.00'
7.	S61°58"W	89.40'	24.	N00°34'10"E	115.07'	50.	S02°42"E	38.74'
8.	S41°00"W	62.00'	25.	N28°43'50"W	151.58'	51.	S61°22'40"E	121.56'
9.	S38°00"W	66.00'	26.	N70°28'50"W	125.25'	52.	S38°14'50"E	103.25'
10.	S31°20"W	30.45'	27.	N82°32"W	27.02'	53.	S49°37"W	304.34'
11.	S54°00"W	85.00'	28.	N60°03"W	50.00'	54.	N50°01'35"W	211.50'
12.	N57°50"W	66.57'	29.	N48°03"W	50.00'	55.	N13°55"E	381.95'
13.	S83°50"W	95.04'	30.	S27°41"E	79.60'	56.	N37°52'36"W	91.68'
14.	N74°37'02"W	153.63'	31.	S23°41"E	143.50'	57.	N06°16'11"W	105.00'
15.	N13°31'18"W	145.78'	32.	S54°04"W	94.20'	58.	N85°16'11"E	137.00'
16.	N06°41'59"W	54.87'	33.	S54°07"W	113.29'	59.	S86°12'46"E	217.32'
17.	S82°08'42"E	204.47'	34.	S54°07"W	41.44'	60.	S51°19'07"E	32.14'
			35.	N40°20"W	110.57'	61.	S67°45'51"E	16.16'
			36.	N50°00"W	29.16'	62.	S20°16'37"E	252.16'
			37.	N35°00"E	103.21'	63.	S50°01'35"E	121.22'
			38.	S39°13'18"W	24.98'	64.	S50°01'35"E	27.17'
			39.	S89°10'36"E	150.22'	65.	S02°37'10"E	76.55'
			40.	S81°57'17"E	211.46'	66.	S25°20'55"E	112.08'
			41.	S61°22'40"E	33.38'	67.	S02°00'25"W	240.67'
			42.	S74°48'33"E	174.32'	68.	S11°28'30"W	165.00'
			43.	N59°19'01"E	34.80'	69.	S39°13'35"W	79.34'
			70.	S20°16'09"E	252.31'			

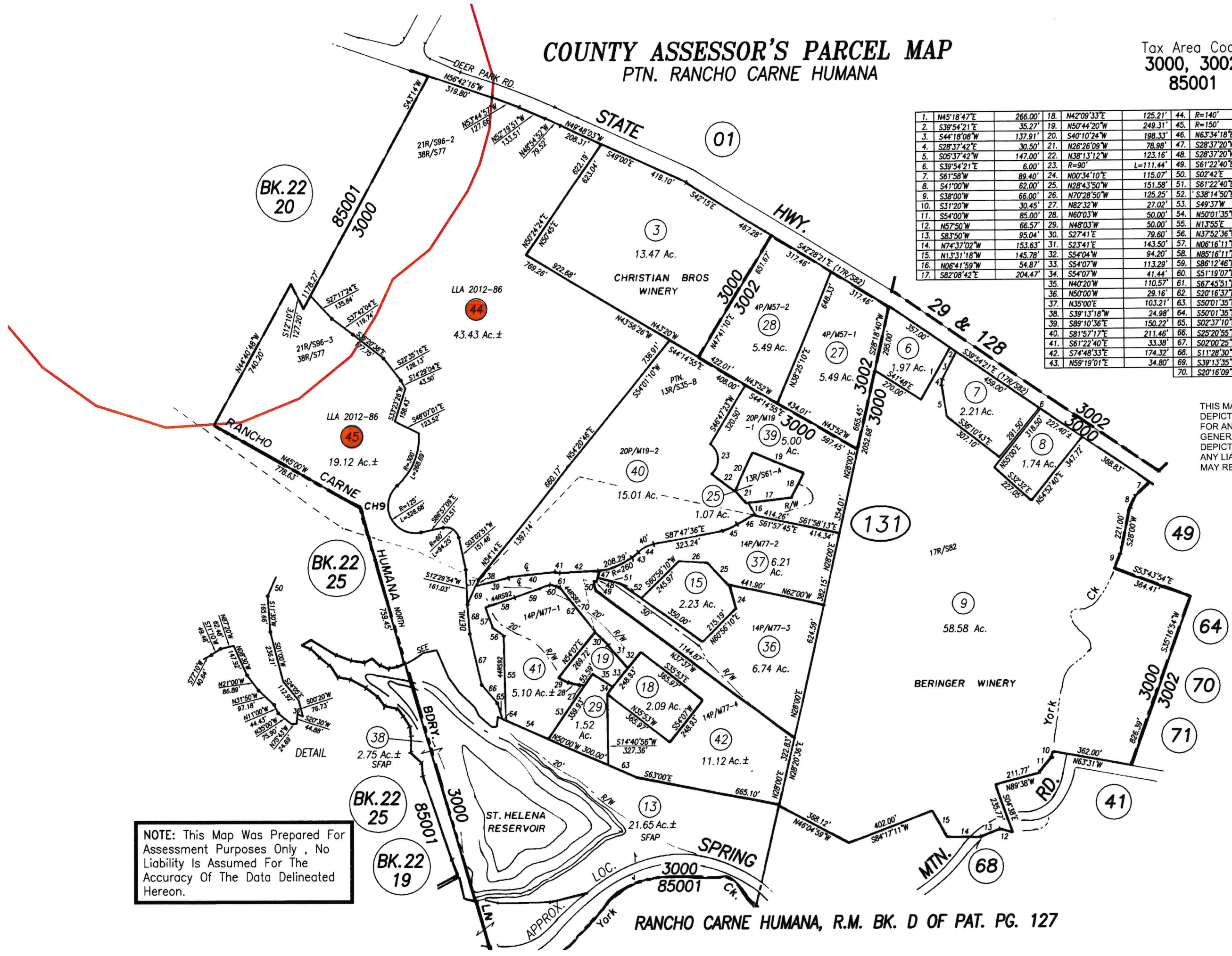
THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON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

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

	8-17-94
	8-30-94
131-01 TO BK22 PG20	10-16-97
131-01 02 & 43 RS	12-21-07
131-01 44 & 45 LLA	11-21-14
PTN 131-42 RS	7-8-15
REVISION	DATE

Retraced 1985  
**1954**

9-13



RANCHO CARNE HUMANA, R.M. BK. D OF PAT. PG. 127

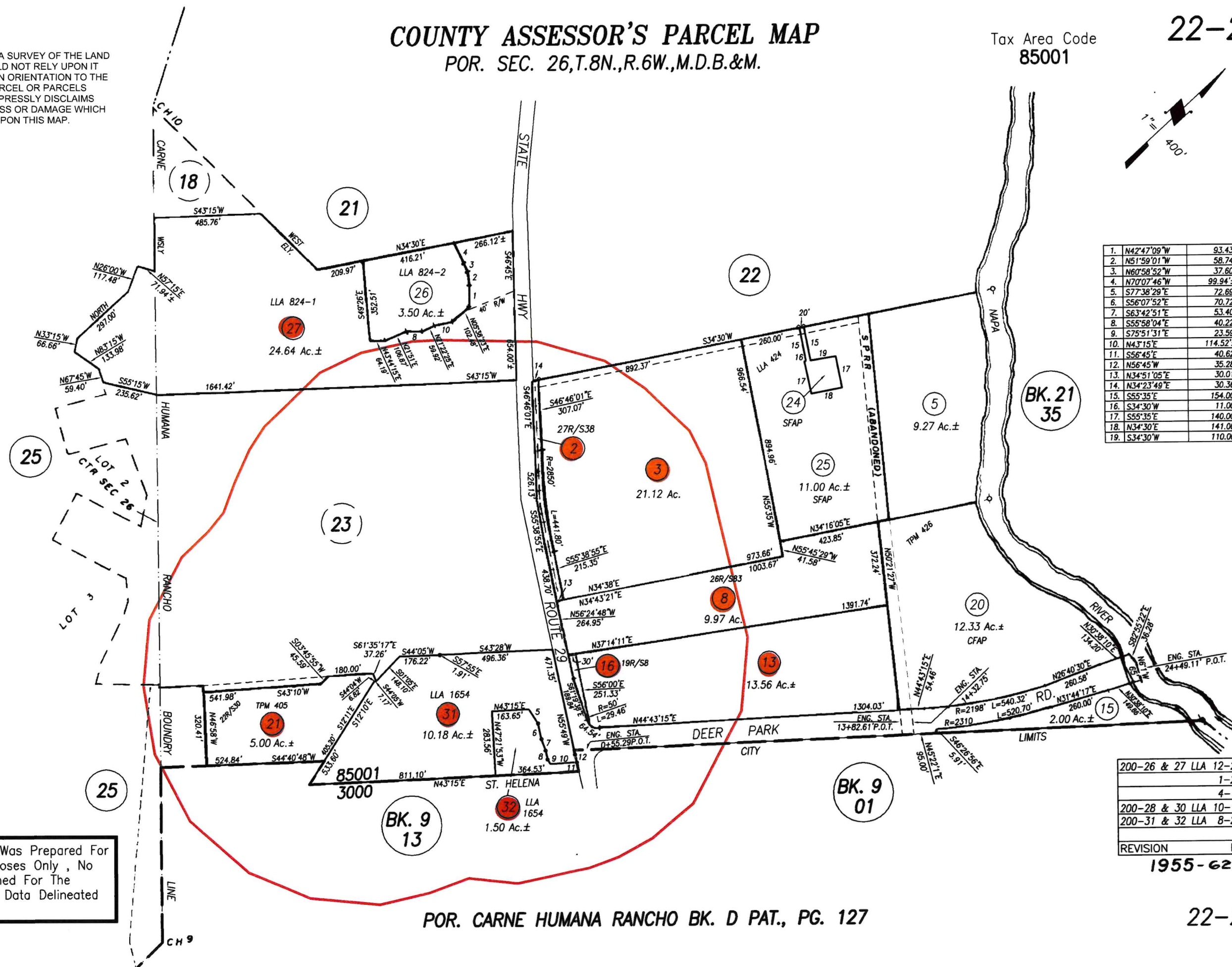
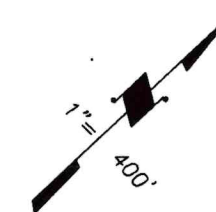
# COUNTY ASSESSOR'S PARCEL MAP

POR. SEC. 26, T.8N., R.6W., M.D.B.&M.

Tax Area Code  
**85001**

**22-20**

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



1.	N42°47'09"W	93.43'
2.	N51°59'01"W	58.74'
3.	N60°58'52"W	37.60'
4.	N70°07'46"W	99.94'±
5.	S77°38'29"E	72.69'
6.	S56°07'52"E	70.72'
7.	S63°42'51"E	53.40'
8.	S55°58'04"E	40.22'
9.	S75°51'31"E	23.59'
10.	N43°15'E	114.52'±
11.	S56°45'E	40.62'
12.	N56°45'W	35.28'
13.	N34°51'05"E	30.01'
14.	N34°23'49"E	30.36'
15.	S55°35'E	154.00'
16.	S34°30'W	11.00'
17.	S55°35'E	140.00'
18.	N34°30'E	141.00'
19.	S34°30'W	110.00'

200-26 & 27 LLA	12-24-92
	1-29-93
	4-16-93
200-28 & 30 LLA	10-16-97
200-31 & 32 LLA	8-26-10

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.

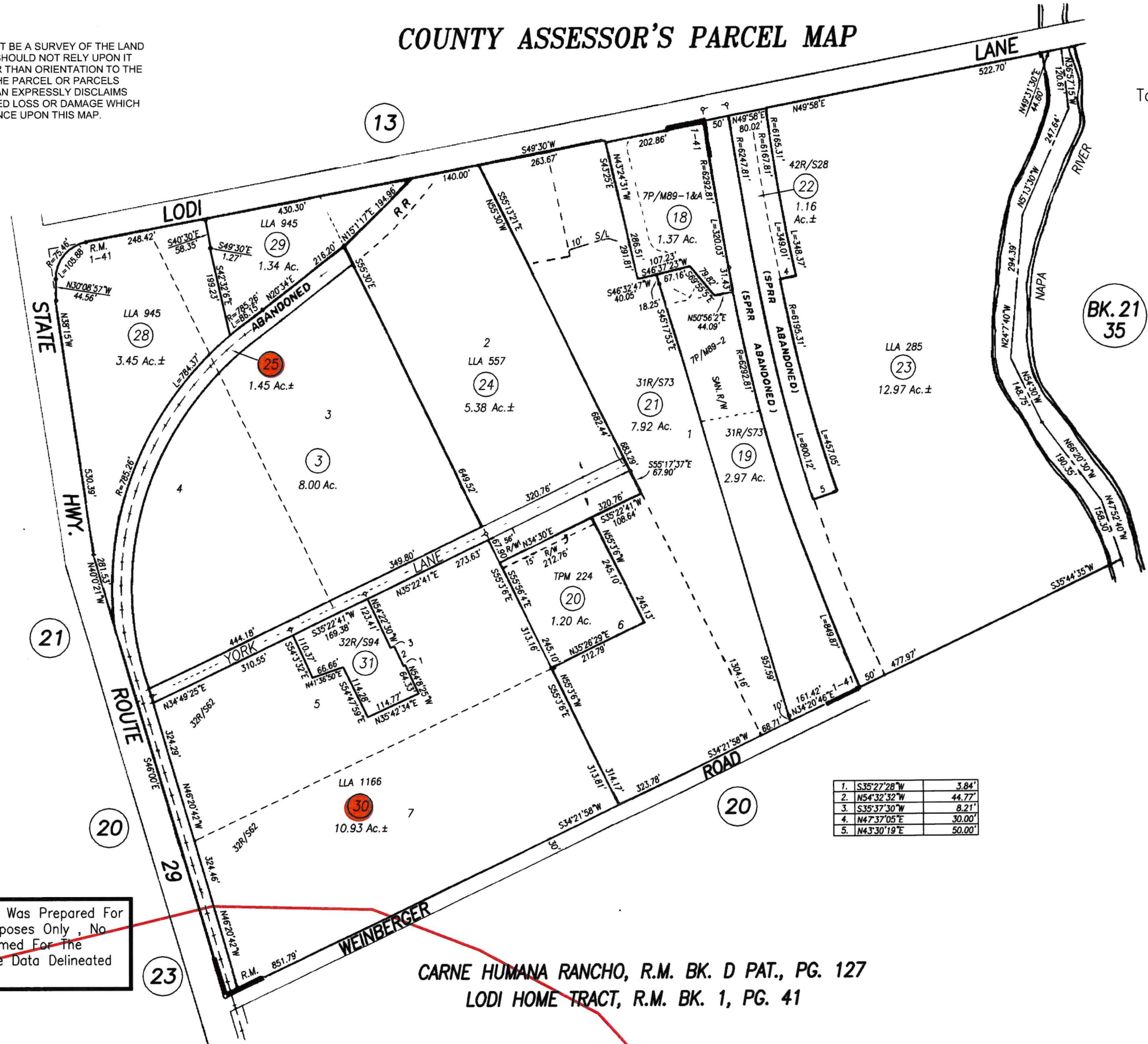
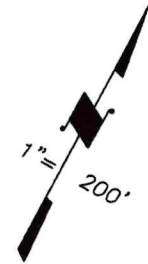


# COUNTY ASSESSOR'S PARCEL MAP

22-22

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

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

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

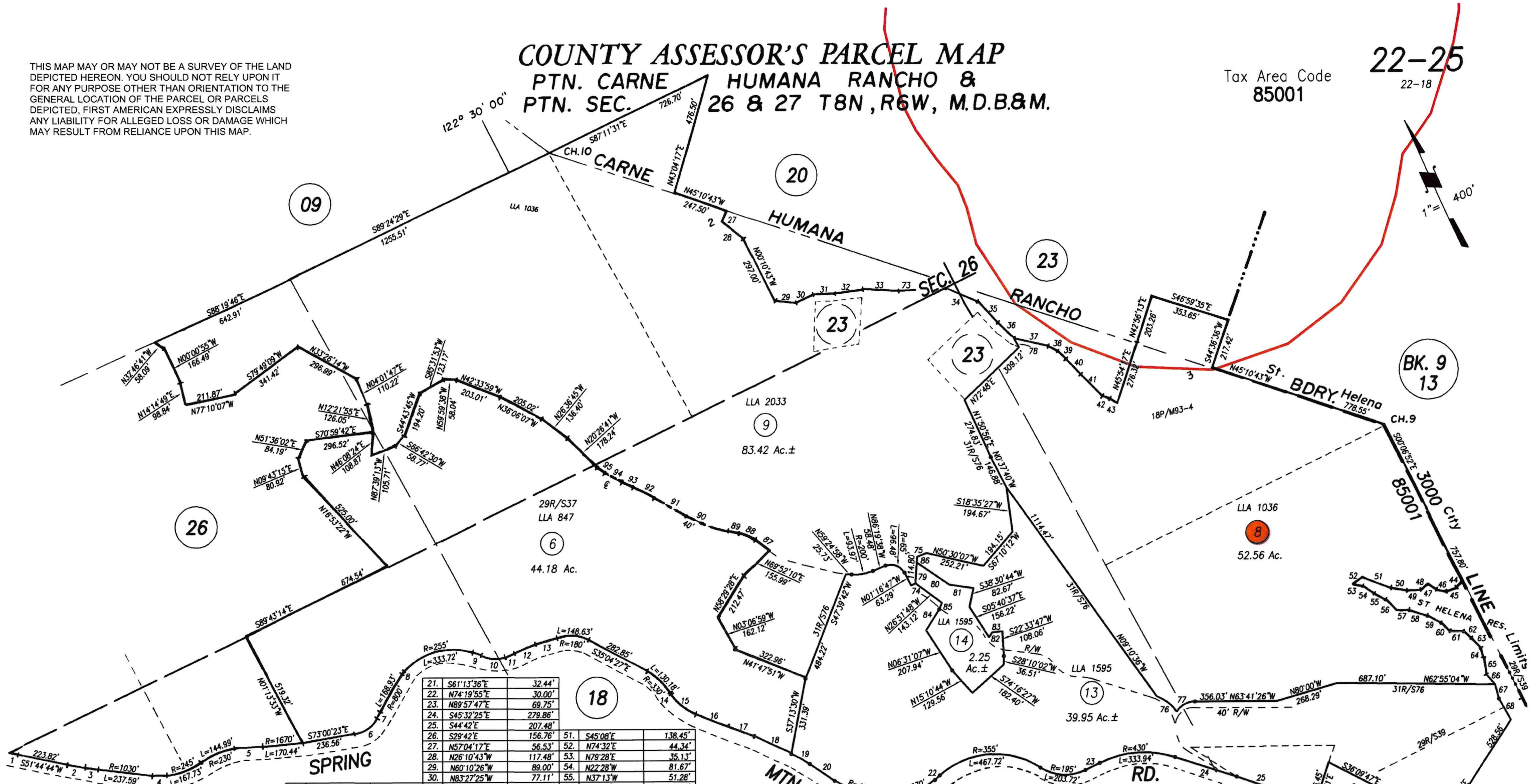
# COUNTY ASSESSOR'S PARCEL MAP

## PTN. CARNE HUMANA RANCHO & PTN. SEC. 26 & 27 T8N, R6W, M.D.B.&M.

Tax Area Code  
85001

22-25

22-18



21. S61°13'36"E	32.44'	51. S45°08'E	138.45'
22. N74°19'55"E	30.00'	52. N74°32'E	44.34'
23. N89°57'47"E	69.75'	53. N79°28'E	35.13'
24. S45°32'25"E	279.86'	54. N22°28'W	81.67'
25. S44°42'E	207.48'	55. N37°13'W	51.28'
26. S29°42'E	156.76'	56. N25°33'W	65.50'
27. N57°04'17"E	56.53'	57. N60°53'W	52.20'
28. N26°10'43'W	117.48'	58. N42°53'W	89.80'
29. N60°10'26'W	89.00'	59. N37°43'W	64.98'
30. N83°27'25'W	77.11'	60. N26°03'W	46.79'
31. N64°20'49'W	100.34'	61. N55°58'W	63.37'
32. N72°26'40'W	120.56'	62. N26°03'W	45.02'
33. N62°44'28'W	157.46'	63. N13°18'W	59.19'
34. N35°09'40'W	130.62'	64. N21°22'E	35.62'
35. N18°40'43'W	157.08'	65. N14°07'E	74.54'
36. N12°50'43'W	72.60'	66. N31°33'E	67.64'
37. N50°06'43'W	152.14'	67. N11°16'E	63.31'
38. N34°16'43'W	48.05'	68. N02°24'W	104.90'
39. N23°25'43'W	47.00'	69. S64°20'49"E	88.40'
40. N14°45'43'W	87.00'	70. S72°26'40"E	120.17'
41. N22°05'43'W	134.00'	71. N17°18'52'W	111.54'
42. N42°25'43'W	37.00'	72. N24°11'W	120.20'
43. N17°25'43'W	30.00'	73. N67°42'16'W	211.96'
44. N77°37'E	34.60'	74. S88°43'13'W	20.00'
45. S88°03'E	47.09'	75. N86°32'13'W	42.49'
46. S54°33'E	51.79'	76. R=165'	L=110.54'
47. S25°13'E	38.48'	77. R=95'	L=94.32'
48. N83°22'E	44.90'	78. N02°33'40'W	43.75'
49. S68°18'E	57.25'	79. N30°29'06"E	89.23'
50. S53°58'E	68.89'	80. S29°19'55"E	170.60'
		81. S55°03'05"E	104.39'
		82. N58°52'04"E	25.60'
		83. S70°04'33"E	44.22'
		84. N58°42'12"E	108.31'
		85. N48°35'56"E	29.41'
		86. S30°29'06'W	25.57'
		87. N26°32'22'W	79.76'
		88. R=140'	70.06'
		89. N55°12'42'W	48.64'
		90. R=515'	196.36'
		91. N33°21'55'W	167.13'
		92. R=635'	100.78'
		93. N42°27'30'W	54.24'
		94. R=300'	91.93'
		95. N25°00'14'W	38.57'

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

8-19-94	
250-08, 09 & 10 LLA	6-10-97
PTN. 250-10 RS	1-26-98
250-11 & 12 LLA	7-9-07
250-13 & 14 LLA	12-8-08
250-09 LLA	07-8-22
REVISION	DATE

1991

22-25