

“A”

Notice of Intent to Appeal and Appeal Packet

Bonny's Vineyard Appeal P25-00020-APL

Board of Supervisors Hearing – May 6, 2025



A Tradition of Stewardship
A Commitment to Service

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

NOTICE OF INTENT TO APPEAL
(Chapter 2.88 of Napa County Code)

RECEIVED

JAN 9 2025

**NAPA COUNTY
CLERK OF THE BOARD**

*NH
11:36 AM*

Deadlines for submission of this form (2.88.040):

Decision made at a noticed public meeting: No later than 10 working days after the date of the decision of the approving authority. No Notice of Intent to Appeal shall be accepted after 2 p.m. on the 10th working day.

Decision not made at a noticed public meeting: No later than 10 working days after mailing of the decision to all parties is effective. Mailing is deemed effective 5 calendar days after the decision is deposited in the U.S. mail by County staff. No Notice of Intent to Appeal shall be accepted after 2 p.m. on the 10th working day.

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

Appellant's Name: Water Audit California

Telephone #: (530) 575-5335 **Fax #:** (_)

E-Mail Address: legal@waterauditca.org

Mailing Address: 952 School Street, #316, Napa, California 94559

Description of Permit and Decision Being Appealed: BONNY'S VINEYARD (MEYER'S FAMILY

WINERY) NEW WINERY USE PERMIT NO. P22-00002-UP, adoption of a Mitigated Negative Declaration

Planning, Commission Hearing, December 18, 2024 - Notice and Procedure did not comply with the law.

Date of Decision: December 18, 2024

Nature of Permit and Decision: NEW WINERY USE PERMIT NO. P22-00002-UP, adoption of a Mitigated Negative Declaration

Permit Number (if known) or name: USE PERMIT NO. P22-00002-UP

WAC

Signature of Appellant

1/10/25

Date

William McKinnon, Attorney for
Water Audit California

Print Name

* Pursuant to Napa County Code sec. 2.88.040, evidence of payment **must** be received by the Clerk of the Board no later than the 2 p.m. deadline.



A Tradition of Stewardship
A Commitment to Service

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

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

**NAPA COUNTY
CLERK OF THE BOARD**

JAN 27 2025

12:15 PM
15 21

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: BONNY'S VINEYARD (MEYER'S FAMILY WINERY) NEW WINERY
USE PERMIT NO. P22-00002-UP, adoption of a Mitigated Negative Declaration Planning,
Commission Hearing, December 18, 2024 - Notice and Procedure did not comply with the
law.**

Permittee Name: ~~Meyer Family Enterprises or BJ Meyer Properties LLC/ co Barbara Meyer-~~
project applicant, adjacent property owner, other (describe)

Permittee Address: PO Box 49, Napa, CA

Project Site (Address/Location if Different than Permittee Address)

1555 Skellenger Lane, Napa

Assessor's Parcel No.: APN 030-200-080

Permit No. USE PERMIT NO. P22-00002-UP

Date of Decision: December 18, 2024

Nature of Permit or Decision: BONNY'S VINEYARD (MEYER'S FAMILY WINERY) NEW WINERY USE
PERMIT NO. P22-00002-UP, adoption of a Mitigated Negative Declaration, Planning Commission
Hearing, December 18, 2024 - Notice and Procedure did not comply with the law.

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 December 18, 2024
no financial interest

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

Date

William McKinnon, Attorney
for Water Audit California
Print Name

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

0152

DATE:

1/21/25

90-4187
1211

PAY TO THE
ORDER OF:

Napa County

\$ 2,000.00/100

Two Thousand

DOLLARS



Bank of Marin
1715 Second Street
Napa, CA 94559

Memo

Two Thousand

⑆121141877⑆ 25798400⑆

0152



WATER AUDIT CALIFORNIA

A PUBLIC BENEFIT CORPORATION

952 SCHOOL STREET #316 NAPA CA 94559

VOICE: (707) 681-5111

EMAIL: GENERAL@WATERAUDITCA.ORG

January 27, 2025

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

APPEAL PACKET - ADDITIONAL SHEETS
(Appellant Water Audit California)

Appealing the December 18, 2024, decision of the Napa County Planning Commission to Adopt the BONNY'S VINEYARD (MEYER'S FAMILY WINERY) NEW WINERY USE PERMIT NO. P22-00002-UP and Mitigated Negative Declaration

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 December 18, 2024, decision of the Napa County Planning Commission's approval of the BONNY'S VINEYARD (MEYER'S FAMILY WINERY) NEW WINERY USE PERMIT NO. P22-00002-UP and Mitigated Negative Declaration, 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 December 18, 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.

Water Audit restates its appeal of the Application set forth in its comment letter of December 17, 2024, as if set forth in full at this location. It additionally appeals as follows.

As a preliminary comment, it is acknowledged that this Application is a noteworthy improvement in form over other applications submitted in the last year. Regrettably there is an underlying inadequacy to the water supply review.

B. Grounds for Appeal

1. The Application misstates its purpose as a Major Modification rather than a New Use.
2. The Application identifies only one well, but the use proposed new use requires not less than two sources of water.
3. The Application refers to four wells on the property but does not include any well drilling information to determine the utility and acceptability of the existing infrastructure. The Application and Department of Water Rights database contains no well drilling data for three of the alleged additional wells. This information is critical to determine the suitability for incorporation into a public water system.
4. The approval of the Application makes tangential reference to the need for an additional water supply, but the approval is not conditioned on compliance.
5. Although this project has been in development since 2018, and although it acknowledges the need for well monitoring, there is no well monitoring or consumption data.

6. Accordingly, this is a "faith based" application. In the total absence of data, the Applicant asserts that it has complied with current groundwater extraction limitations by the simple assertion that it complies. There is no empirical data to support that proposition.
7. Taking this foundational statement as true and not subject to proof, the Applicant then calculated its anticipated future consumption (a faith-based assertion). When advised by staff that the Application revealed future consumption more than current extractions, the Applicant recalculated by the unsophisticated method of simply reducing employees and visitors anticipated. In the absence of audit of these projections, the Application becomes a game of liar's poker, wherein the Applicant states whatever values will result in no increase of water consumption. The Applicant did not conform its various representations to be in accord, resulting in different input values at different places in its application.
8. Although all extraction projections are represented to be based on County standards, in fact non-conforming numbers have been utilized to support the incredible proposition of "no change."
9. The purpose for this charade is the policy that the constraints of the Water Availability Analysis (WAA) do not apply if the Applicant can show no net increase in water extraction. In this instance the County is asked to accept the remarkable allegation that 45 visitors a day and events of 800 people will consume no more water than the previously existing grape vines.
10. Collaterally, based on the remarkable representation that the change of use does not change water consumption, the Applicant claims to be exempt from Tier reviews. Whatever the merits of this questionable argument, it is directed solely at the WAA, not to the County's evergreen duty to determine potential injury to the public trust.

11. Injuries to the public trust are incapable of vesting into a right. It is a foundational component of the WAA that wells within 1,500 feet of a protected watercourse require a study (i.e. a "Tier analysis") to determine whether proposed operations have the potential to injure public trust interests. In this instance, this requires a Tier analysis to determine whether current or proposed operations cause injury to proximate Conn Creek, which is part of the waters of the United States. While a violation of the WAA may mature into a right if not promptly prosecuted, an injury to the public trust cannot mature into a right.
12. Based upon theoretical assertion that current operations conform to the WAA, the Applicant asserts that they are exempt from Tier review. For the purposes of discussion, and without agreeing that the evidence shows this to be true, that factor does not satisfy the independent duty to ensure no injury occurs to the public trust.
13. There is no data in the Application that shows any public trust review has ever been conducted. If, hypothetically, a public trust review reveals injury from current operations, whether or not the proposed operations may cause injury, the County is not authorized to permit the injury.

C. 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[.])

D. The Public Trust.

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 beneficiaries, the people of the state, and trustees, the agencies of the state entrusted with public trust duties. Fish and wildlife form a critical part of the *res* of the public trust. In the limited circumstances of the alienation of components of the public trust into private hands, the private party becomes bound with trustee duties pursuant to Public Resources Code § 6009.1.

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 (Audubon)* (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.

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.

An agency of the State **"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]

Agencies of the state must not engage in unlawful conduct. "It is a fundamental principle of our constitutional scheme that government, like the individual, is bound by the law." (*Alderman v. United States* (1968) 394 U.S. 165, 202.) When lawless conduct occurs, the Government may not profit from its fruits. (*Weeks v. United States*, (1914)

232 U.S. 383.) The County's duty is to obey the law, which among other things requires that it not harm public trust resources by its decisions and requires the state to use its best efforts for the long-term preservation of public trust resources for the public benefit. (*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.)

Common law imposes public trust considerations upon the County's decisions and actions pertaining to trust assets. (*Bio 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., *Audubon*, supra, 33 Cal.3d 419, 435; *California Trout, Inc. v. State Water Resources Control Bd. (Cal. Trout I)* (1989) 207 Cal.App.3d 585, 631; *California Trout, Inc. v. Superior Court (Cal. Trout II)* (1990) 218 Cal.App.3d 187, 289.) Napa County has an affirmative duty to administer the natural resources held by public trust solely in the interest of the people of California.

Napa County must manage its public trust resources so as to derive the maximum benefit for its citizenry. Article X of the California Constitution and the public trust doctrine hold that no water rights in California are truly "vested" in the traditional sense of property rights.

Regardless of the nature of the water right in question, no water user in the State "owns" any water. The owner of "legal title" to all water is the State in its capacity as a trustee for the benefit of the public. There can be no vested rights in water use that harm the public trust. A "water right" grants the holder only the right to use water, an "usufructuary right." 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.)

Fish & Game Code, section 1600 provides:

The Legislature finds and declares that the protection and conservation of the fish and wildlife resources of this state are of utmost public interest. Fish and wildlife are the property of the people and provide a major contribution to the economy of the state, as well as providing a significant part of the people's food

supply; therefore their conservation is a proper responsibility of the state.

The California Department of Fish & Wildlife (CDFW):

... is California's Trustee Agency for the State's fish, wildlife, and plant resources. CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitats necessary for biologically sustainable populations of those species. For the purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources.

<https://wildlife.ca.gov/Conservation/Environmental-Review/CEQA>

E. Conclusion.

For the foregoing reasons, Water Audit California appeals the adoption of the above stated BONNY'S VINEYARD (MEYER'S FAMILY WINERY) NEW WINERY USE PERMIT NO. P22-00002-UP and Mitigated Negative Declaration, and prays that the application be rejected, or in the alternative, that the Conditions of Approval be amended or supplemented as above called forth.

Respectfully,



William McKinnon
General Counsel
Water Audit California



NAPA COUNTY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PROJECT APPEALS

(To be included with Appeal Packet)

A Tradition of Stewardship
A Commitment to Service

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: BONNY'S VINEYARD (MEYER'S FAMILY WINERY) NEW WINERY USE PERMIT NO. P22-00002-UP, adoption of a Mitigated Negative Declaration

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: January 27, 2025

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

	First American Title™	Property Owner's Notice Guarantee
Guarantee		ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 50077800-0001066E.

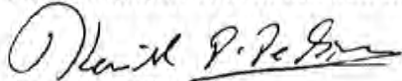
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

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
Schedule A		GUARANTEE NUMBER 50077800-0001066E.

File No.: **T0022232-006-006-KD**

Date of Guarantee: **January 21, 2025 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): **030-200-080**

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

030-140-017-000
DIANE B WILSEY TR
2352 PINE ST
SAN FRANCISCO CA 94115

030-140-018-000
DIANE B WILSEY TR
2352 PINE ST
SAN FRANCISCO CA 94115

030-200-019-000
DAVID D & JANICE L WESNER TR
PO BOX 217
RUTHERFORD CA 94573-0217

030-200-084-000
RIVETT NAPA ASSOCIATES LLC
2250 REDINGTON ROAD
HILLSBOROUGH CA 94010

030-200-085-000
OLYMPIC SUN LLC
1920 TIENDA DR STE 204
LODI CA 95242

030-280-033-000
RAYMOND & DEBORAH TONELLA
8338 ST HELENA HWY
NAPA CA 94558

030-280-035-000
RAYMOND & DEBORAH TONELLA
8338 ST HELENA HWY
NAPA CA 94558

031-030-015-000
SPP NAPA VINEYARDS LLC
2004 FOX DR STE L
CHAMPAIGN IL 61820-7346

031-030-025-000
OAKVILLE 38 VINEYARD LLC
2004 FOX DR STE L
CHAMPAIGN IL 61820-7346

031-040-001-000
RAGAZZI E GATTI LLC
7878 MONEY RD
NAPA CA 94558-9741

031-040-002-000
NILS VENGE TR ETAL
PO BOX 141
OAKVILLE CA 94562

031-050-053-000
GROTH VINEYARDS & WINERY LLC
PO BOX 390
OAKVILLE CA 94562-0390

Guarantee No.: **50077800-0001066E**. File No.: **T0022232-006-006-KD**

SCHEDULE A

(Continued)

031-050-054-000
GROTH VINEYARDS & WINERY LLC
PO BOX 390
OAKVILLE CA 94562-0390

030-200-078-000
BECKSTOFFER VINEYARDS XX LP
PO BOX 405
RUTHERFORD CA 94573

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PO BOX 405
RUTHERFORD CA 94573

030-280-034-000
RAYMON & DEBORAH LYNN TR
750 SKELLENGER LN
NAPA CA 94558

GUARANTEE EXCLUSIONS AND CONDITIONS (06-05-14)**EXCLUSIONS FROM COVERAGE**

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS**1. Definition of Terms.**

The following terms when used in the Guarantee mean:

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

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

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

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

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

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

right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

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

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

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time

of payment or tender of payment and that the Company is obligated to pay.

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

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

7. Limitation of Liability.

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

8. Reduction of Liability or Termination of Liability.

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

9. Payment of Loss.

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

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

10. Subrogation Upon Payment or Settlement.

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

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

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

11. Arbitration.

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

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

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

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

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

13. Severability

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

14. Choice of Law; Forum

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

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

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

15. Notices, Where Sent.

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

030-140-017-000
DIANE B WILSEY TR
2352 PINE ST
SAN FRANCISCO CA 94115

030-140-018-000
DIANE B WILSEY TR
2352 PINE ST
SAN FRANCISCO CA 94115

030-200-019-000
DAVID D & JANICE L WESNER TR
PO BOX 217
RUTHERFORD CA 94573-0217

030-200-084-000
RIVETT NAPA ASSOCIATES LLC
2250 REDINGTON ROAD
HILLSBOROUGH CA 94010

030-200-085-000
OLYMPIC SUN LLC
1920 TIENDA DR STE 204
LODI CA 95242

030-280-033-000
RAYMOND & DEBORAH TONELLA
8338 ST HELENA HWY
NAPA CA 94558

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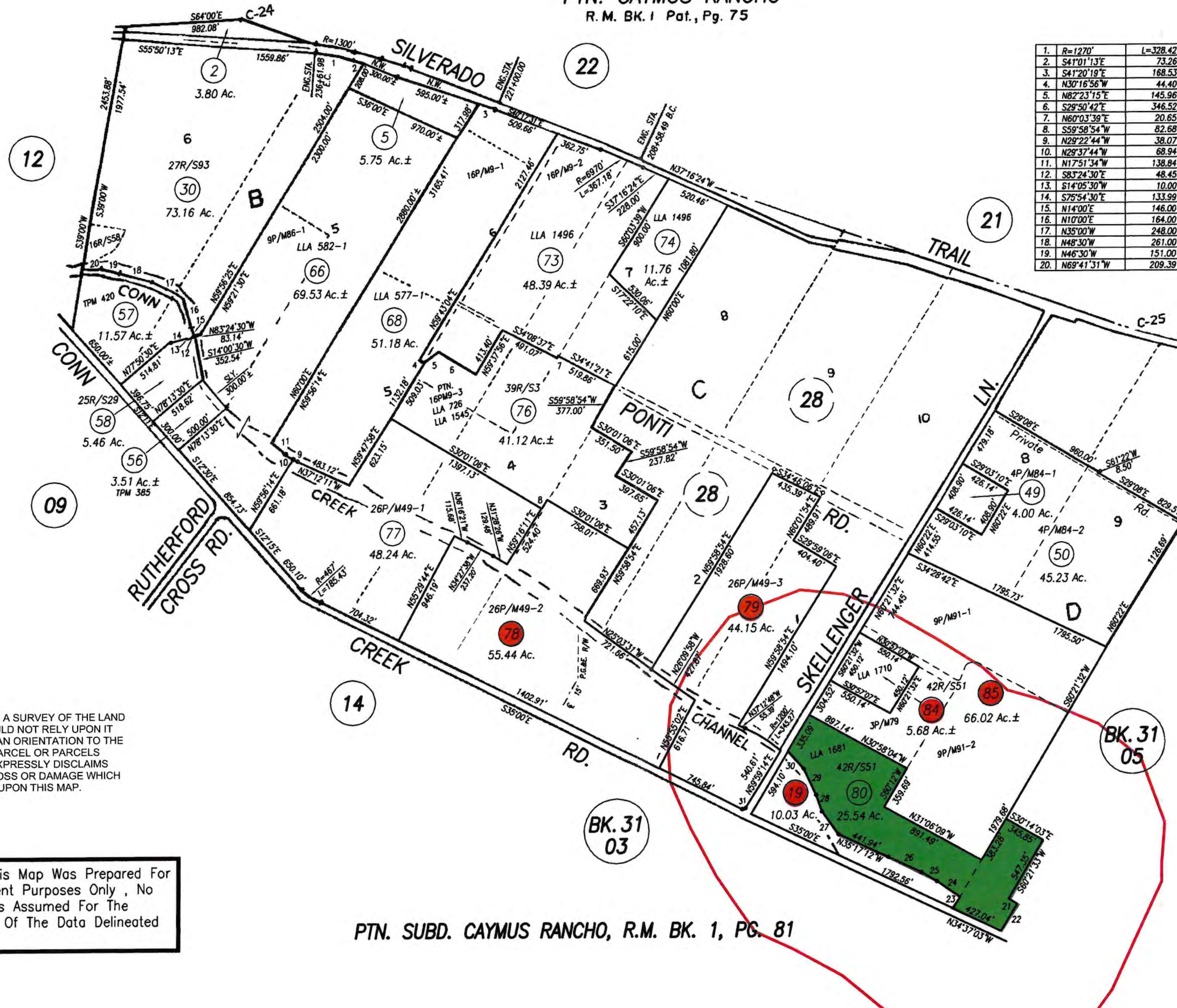
COUNTY ASSESSOR'S PARCEL MAP

PTN. CAYMUS RANCHO

R. M. BK. 1 Pat., Pg. 75

Tax Area Code
85001

30-20



1. R=1270'	L=328.42'	21. S29°38'15"E	79.67'
2. S41°01'13"E	73.26'	22. S60°22'28"W	264.99'
3. S41°20'19"E	168.53'	23. N60°21'32"E	122.68'
4. N30°16'56"W	44.40'	24. N25°52'56"W	225.79'
5. N82°23'15"E	145.96'	25. N29°33'29"W	141.60'
6. S29°50'42"E	346.52'	26. N34°42'43"W	292.44'
7. N60°03'39"E	20.65'	27. N05°45'53"W	228.11'
8. S59°58'54"W	82.68'	28. N10°19'24"E	141.42'
9. N29°22'44"W	38.07'	29. N04°48'20"E	235.41'
10. N29°37'44"W	68.94'	30. N11°30'40"W	189.37'
11. N17°51'34"W	138.84'	31. R=20'	L=29.68'
12. S83°24'30"E	48.45'		
13. S14°05'30"W	10.00'		
14. S75°54'30"E	133.99'		
15. N14°00'E	146.00'		
16. N10°00'E	164.00'		
17. N35°00'W	248.00'		
18. N48°30'W	261.00'		
19. N46°30'W	151.00'		
20. N69°41'31"W	209.39'		

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.

200-75 & 76 LLA	12-13-07
200-76 RS	5-6-08
200-77,78,79 PM	12-15-09
200-80,81,82 LLA	6-22-11
200-83 & 84 LLA	3-30-12
200-85 TERM LIFE EST	9-28-12
200-80,84,85 RS	8-21-13
REVISION	DATE

1971

PTN. SUBD. CAYMUS RANCHO, R.M. BK. 1, PG. 81

30-20

CAYMUS RANCHO
R.M. Bk. 1, Pat. Pg. 75

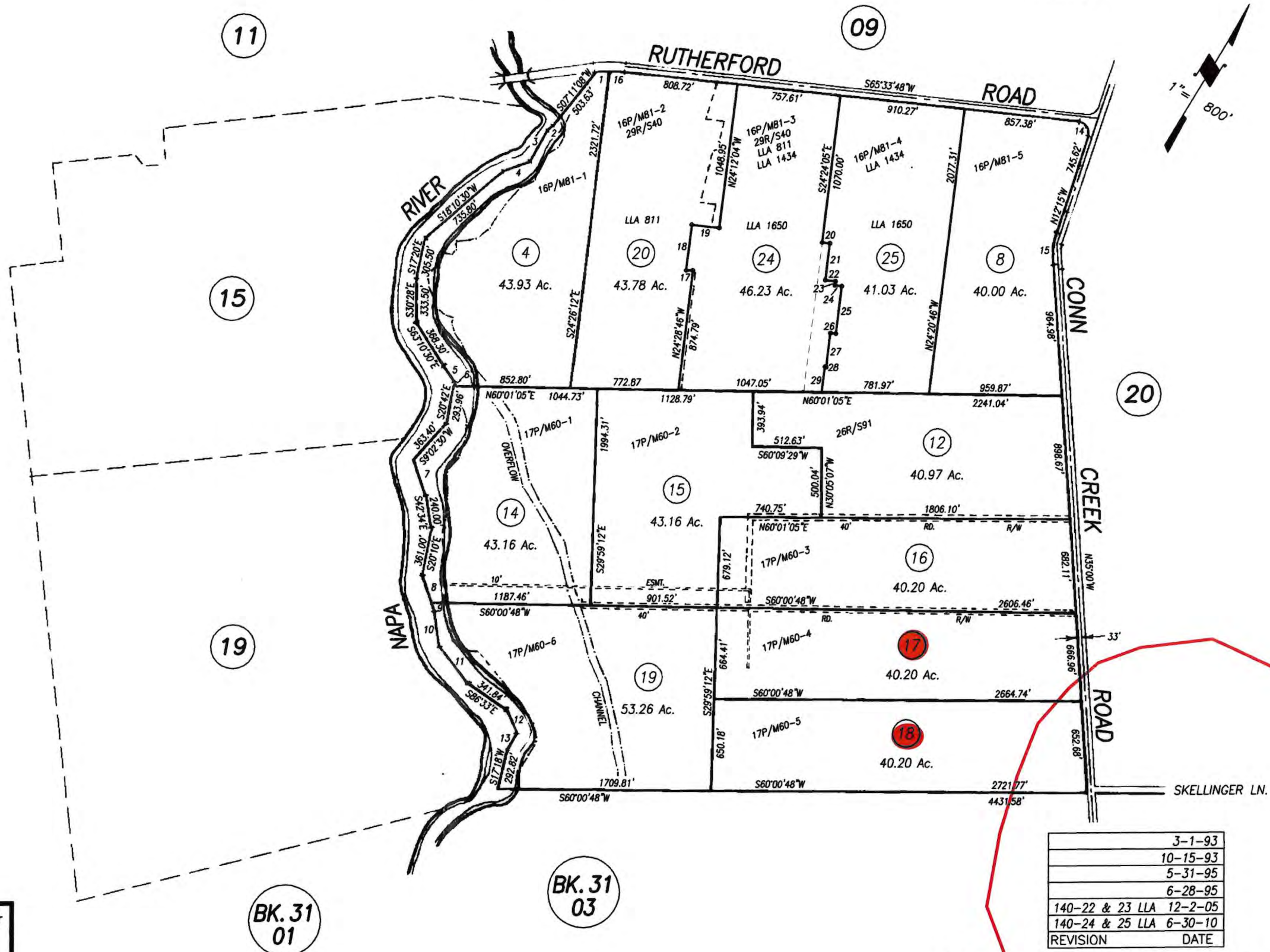
Tax Area Code
85001

30-14

1.	R=970'	L=97.97'
2.	S20°25'W	41.45'
3.	S01°19'E	270.37'
4.	S39°03'30"W	200.00'
5.	S64°09'20"E	152.20'
6.	S20°42'E	10.69'
7.	S49°34'30"E	266.31'
8.	S48°17'50"E	170.48'
9.	S48°17'50"E	111.73'
10.	S39°30'E	270.00'
11.	S68°43'15"E	327.02'
12.	S55°24'E	199.50'
13.	S03°04'E	134.53'
14.	R=80'	L=142.68'
15.	R=533'	L=211.63'
16.	R=970'	L=116.68'
17.	S59°55'50"W	48.20'
18.	N24°21'05"W	335.02'
19.	N65°33'03"E	199.68'
20.	N65°35'55"E	55.00'
21.	S24°24'05"E	270.00'
22.	N65°35'55"E	75.00'
23.	S24°24'05"E	30.00'
24.	N65°35'55"E	50.00'
25.	S24°24'05"E	350.00'
26.	S65°35'55"W	40.00'
27.	S24°24'05"E	250.00'
28.	S65°35'55"W	10.00'
29.	S24°24'05"E	182.50'

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Hereon.



NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 30 Pg. 14
County of Napa, Calif.
1956-62

Tax Area Code
85001

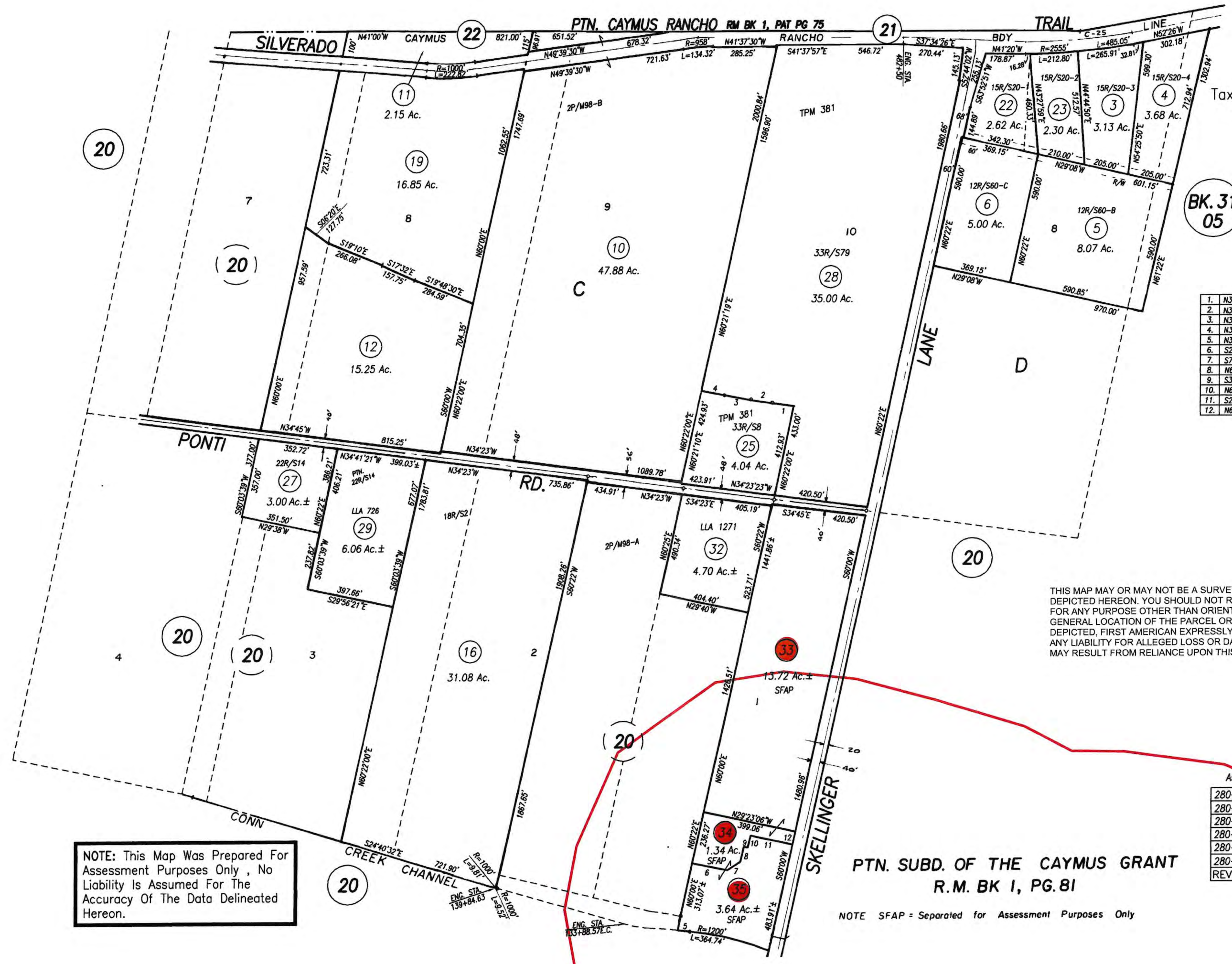
**BK. 31
05**

1.	N34°36'34"W	100.69'
2.	N33°28'52"W	96.79'
3.	N31°40'49"W	122.80'
4.	N31°36'01"W	102.98'
5.	N37°01'50"W	56.15'
6.	S29°56'31"E	146.18'
7.	S74°29'34"E	68.89'
8.	N61°35'50"E	70.09'
9.	S34°25'25"E	17.84'
10.	N62°42'27"E	54.17'
11.	S29°27'59"E	182.56'
12.	N60°22'E	60.01'

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Assessor of Napa County

280-30 MERGER	9-20-01
280-31 & 32 LLA	1-18-02
280-33,34,35 LSE	11-27-06
280-20 TO PG 22	12-28-06
280-21 TO PG 20	12-28-06
280-31 TO PG 20	12-15-09
REVISION	DATE



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

PTN. SUBD. OF THE CAYMUS GRANT
R.M. BK 1, PG. 81

NOTE SFAP = Separated for Assessment Purposes Only

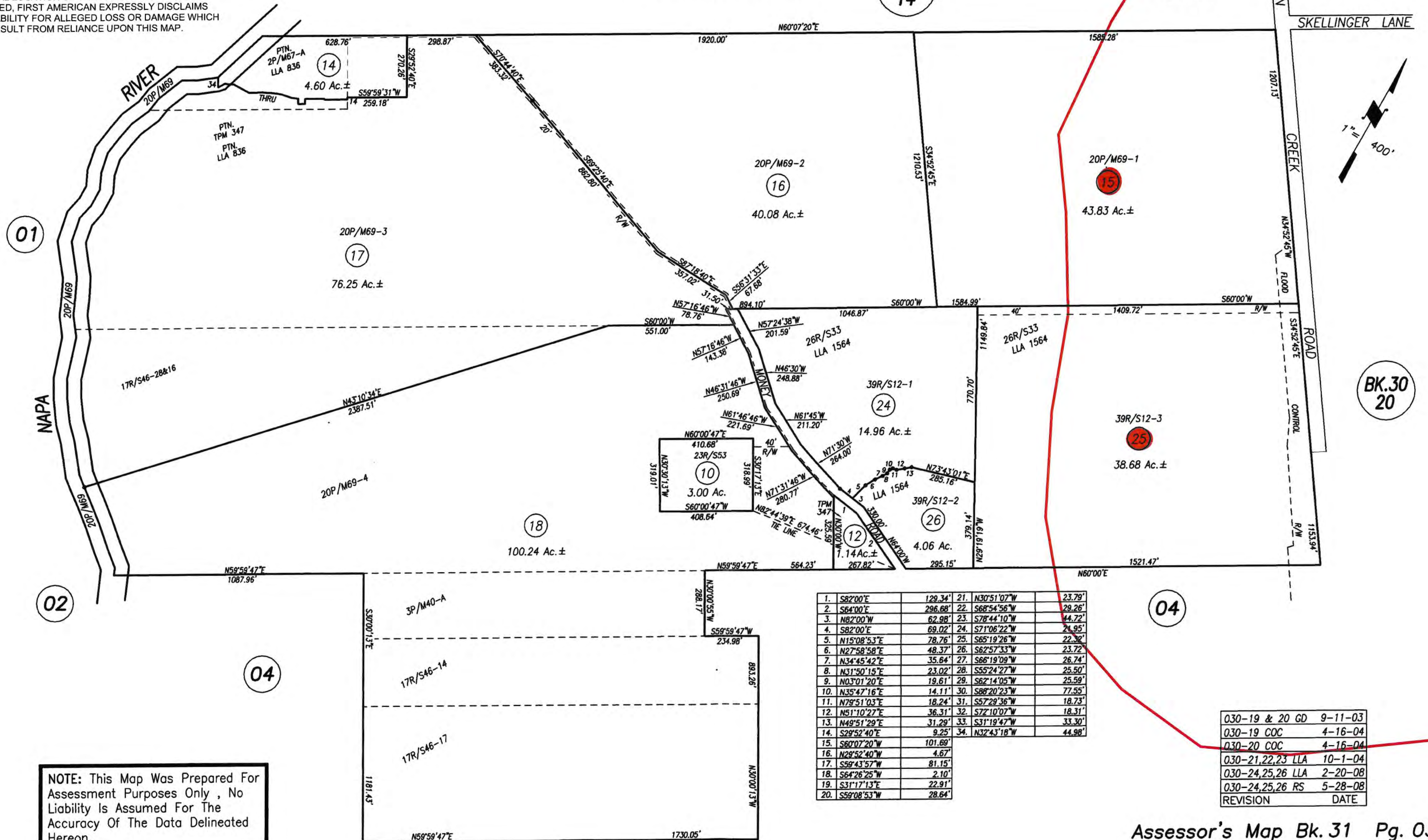
THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND
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FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE
GENERAL LOCATION OF THE PARCEL OR PARCELS
DEPICTED. FIRST AMERICAN EXPRESSLY DISCLAIMS
ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH
MAY RESULT FROM RELIANCE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

POR. CAYMUS RANCHO
R.M. BK. 1, PAT. PG. 75

BK.30
14

Tax Area Code
85001

31-03



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

1.	S82°00'E	129.34'	21.	N30°51'07"W	23.7'
2.	S64°00'E	296.68'	22.	S68°54'56"W	29.2'
3.	N82°00'W	62.98'	23.	S78°44'10"W	44.7'
4.	S82°00'E	69.02'	24.	S71°06'22"W	24.9'
5.	N15°08'53"E	78.76'	25.	S65°19'26"W	22.3'
6.	N27°58'58"E	48.37'	26.	S62°57'33"W	23.7'
7.	N34°45'42"E	35.64'	27.	S66°19'09"W	26.7'
8.	N31°50'15"E	23.02'	28.	S55°24'27"W	25.5'
9.	N03°01'20"E	19.61'	29.	S62°14'05"W	25.5'
10.	N35°47'16"E	14.11'	30.	S88°20'23"W	77.5'
11.	N79°51'03"E	18.24'	31.	S57°29'36"W	18.7'
12.	N51°10'27"E	36.31'	32.	S72°10'07"W	18.3'
13.	N49°51'29"E	31.29'	33.	S31°19'47"W	33.3'
14.	S29°52'40"E	9.25'	34.	N32°43'16"W	44.9'
15.	S60°07'20"W	101.69'			
16.	N29°52'40"W	4.67'			
17.	S59°43'57"W	81.15'			
18.	S64°26'25"W	2.10'			
19.	S31°17'13"E	22.91'			
20.	S59°08'53"W	28.64'			

030-19 & 20 GD	9-11-03
030-19 COC	4-16-04
030-20 COC	4-16-04
030-21,22,23 LLA	10-1-04
030-24,25,26 LLA	2-20-08
030-24,25,26 RS	5-28-08
REVISION	DATE

COUNTY ASSESSOR'S PARCEL MAP

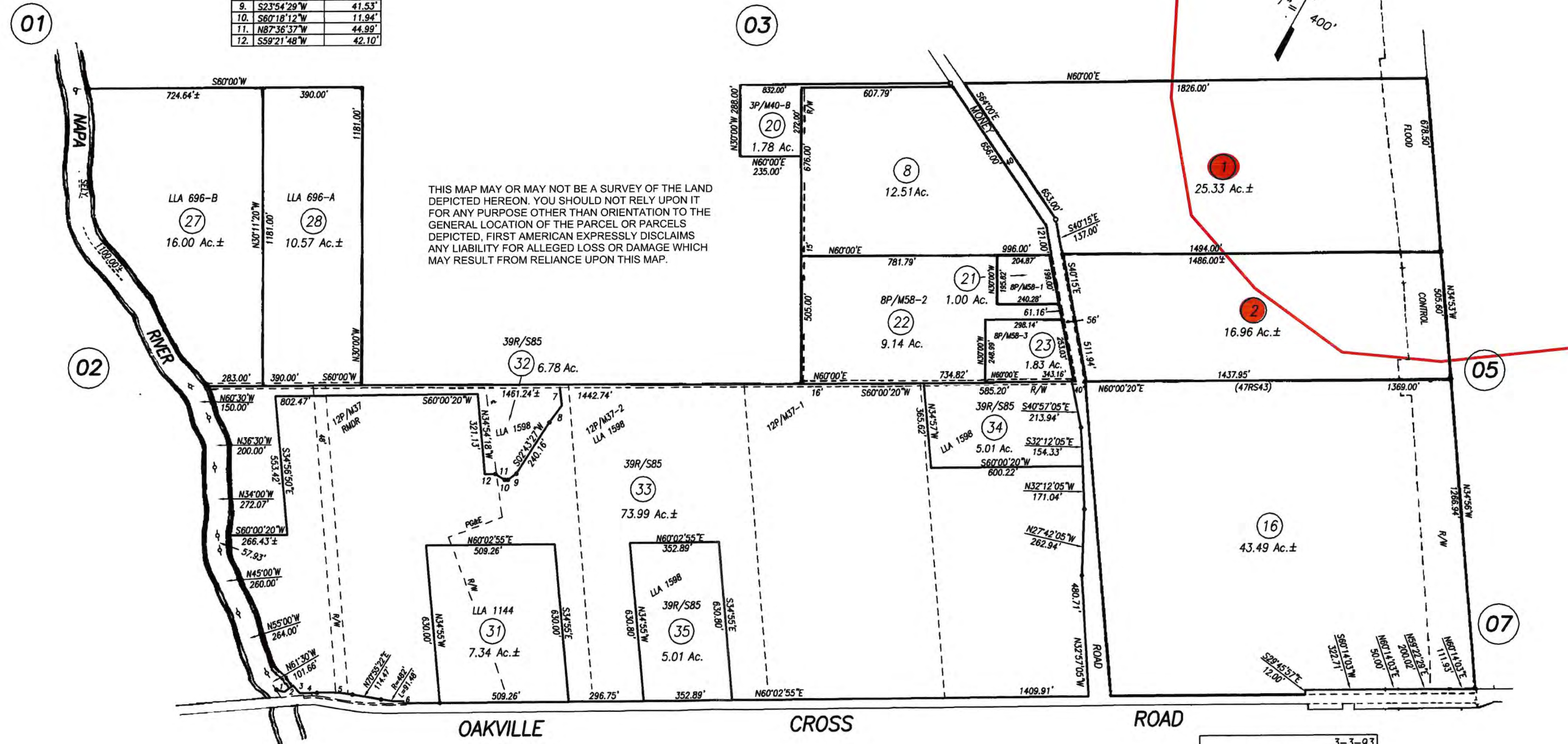
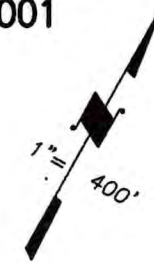
PTN. CAYMUS RANCHO

R.M. BK 1, PAT. 75

Tax Area Code
85001

31-04

1.	N75°33'28"E	35.67'
2.	N24°41'15"E	43.02'
3.	S68°56'05"E	36.77'
4.	N61°10'28"E	71.10'
5.	R=558'	L=158.37'
6.	S29°57'05"E	8.00'
7.	S35°37'21"E	99.55'
8.	S06°38'12"W	82.30'
9.	S23°54'29"W	41.53'
10.	S60°18'12"W	11.94'
11.	N87°36'37"W	44.99'
12.	S59°21'48"W	42.10'



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

3-3-93	
040-29,30 & 31 LLA	12-27-99
040-32,33,34,35 LLA	12-16-08
040-32,33,34,35 RS	4-15-09
040-33 PTN TO RD	12-16-09
PTN 040-16 RS	8-21-18
REVISION	DATE

1956-62

31-04

NAPA COUNTY ASSESSOR'S PARCEL MAP

T.7N., R.5W., M.D.B.&M.

Tax Area Code
85001

1. N32°27'09"W	50.07'	76. N14°16'E	33.33'
2. N26°16'42"W	154.57'	77. S59°51'30"W	272.19'
3. N22°25'W	143.95'	78. S60°22'W	126.88'
4. N18°26'W	265.00'	79. S30°13'35"E	345.82'
5. N23°48'37"W	85.38'	80. S29°38'20"W	79.69'
6. N18°26'W	207.72'	81. N0°57'59"E	110.27'
7. N14°11'46"W	93.69'	82. N24°14'49"E	27.45'
8. R=4050'	L=219.22'	83. N40°54'50"E	180.65'
9. R=770'	L=67.72'	84. N87°05'47"W	54.36'
10. N45°55'14"W	267.16'	85. N19°31'59"E	91.64'
11. N36°27'45"W	51.49'	86. N52°41'03"W	122.57'
12. N50°26'20"W	294.33'	87. S88°22'22"W	200.00'
13. S59°57'32"W	235.78'	88. S01°37'38"E	326.70'
14. S62°40'W	210.75'	89. S01°37'38"E	164.77'
15. S54°18'15"W	101.07'	90. S59°41'02"W	163.35'
16. N82°00'W	229.68'	91. N63°05'28"E	220.58'
17. S60°00'W	209.88'	92. N00°02'28"W	45.00'
18. S40°45'W	137.78'	93. N41°07'23"W	333.57'
19. N69°57'51"W	76.18'		
20. N53°47'21"W	170.39'		
21. N60°13'08"E	5.85'		
22. N34°52'40"W	28.34'		
23. N60°26'10"E	72.68'		
24. N58°23'23"E	118.04'		
25. N56°01'23"E	44.31'		
26. N53°26'10"E	188.83'		
27. S58°49'W	171.50'		
28. S70°55'W	57.30'		
29. S58°26'W	190.00'		
30. S36°23'52"E	363.53'		
31. S16°34'19"E	240.99'		
32. S35°09'15"E	223.67'		
33. N71°15'E	166.98'		
34. N60°00'E	94.38'		
35. N55°55'59"E	86.43'		
36. S34°01'03"E	48.92'		
37. N31°01'48"W	31.84'		
38. N07°16'13"W	55.28'		
39. N56°50'03"E	175.78'		
40. N78°15'48"W	84.48'		
41. N57°36'W	134.40'		
42. N32°55'W	81.82'		
43. N63°07'56"E	219.76'		
44. NORTH	45.00'		
45. S87°54'35"E"W	353.88'		
46. S76°33'46"W	47.64'		
47. S47°08'47"W	42.51'		
48. N88°42'46"W	39.21'		
49. N36°55'44"W	46.59'		
50. N41°52'47"W	21.39'		
51. N74°35'50"W	70.68'		
52. S82°59'55"W	82.37'		
53. N84°41'21"W	48.97'		
54. N76°34'47"W	69.45'		
55. N61°09'30"W	27.97'		
56. N68°23'33"W	70.12'		
57. S87°31'33"W	122.15'		
58. N63°58'33"E	5.10'		
59. N79°09'44"W	109.17'		
60. N41°56'45"W	50.94'		
61. N02°05'53"E	51.21'		
62. N03°08'41"W	57.21'		
63. N89°21'53"E	13.77'		
64. N02°23'53"W	59.45'		
65. S87°54'07"E	8.00'		
66. R=5030'	L=216.13'		
67. N53°59'23"E	37.73'		
68. S32°39'10"E	61.64'		
69. S57°15'W	411.15'		
70. N32°45'W	111.54'		
71. N59°51'30"E	226.54'		
72. N24°23'E	30.51'		
73. N60°11'E	26.87'		
74. S83°54'E	29.69'		
75. N57°06'E	60.33'		

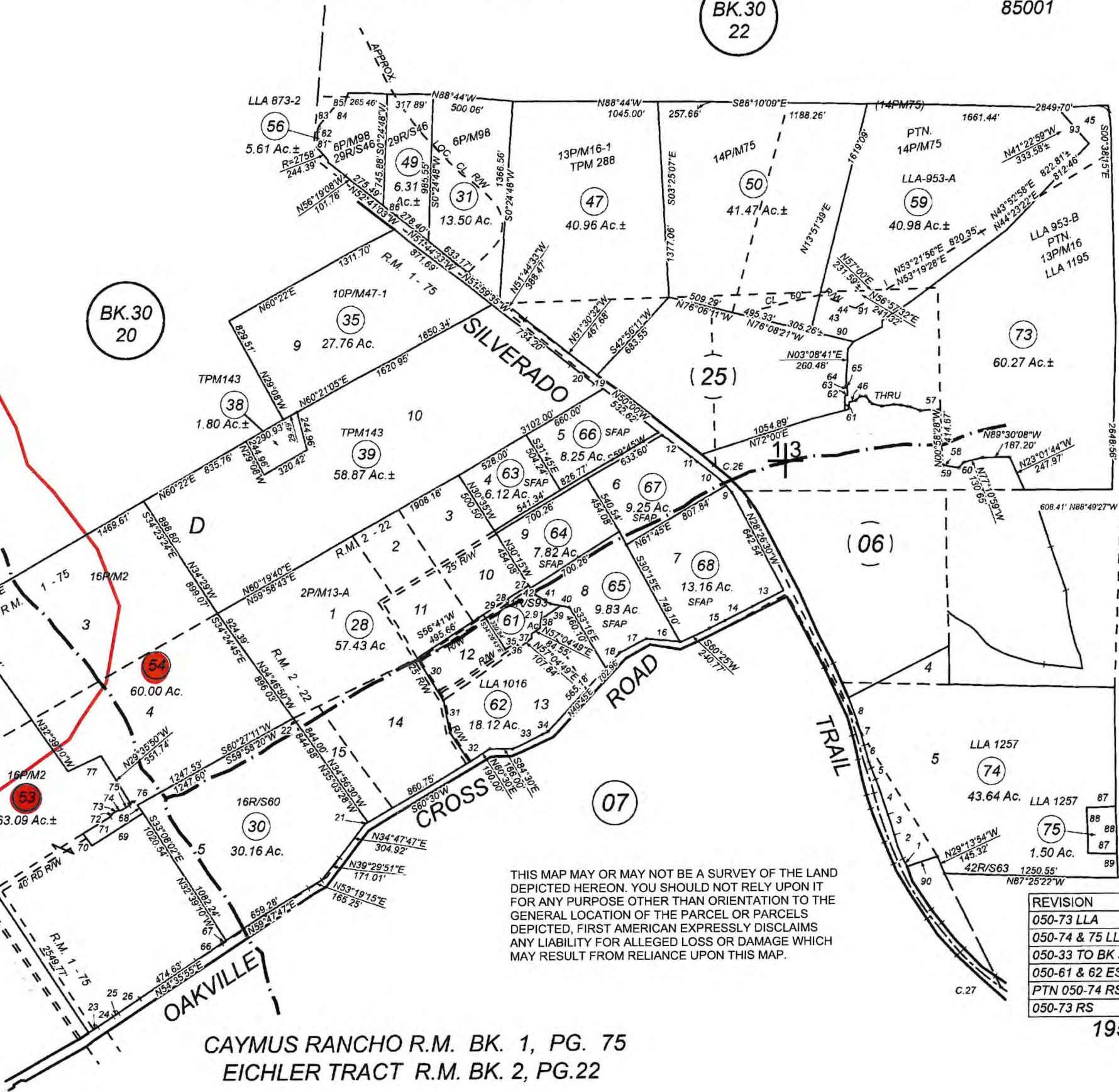
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04

BK.30
20

BK.30
22

BK.32
03



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REVISION	DATE
050-73 LLA	12-22-00
050-74 & 75 LLA	12-28-01
050-33 TO BK 30,PG	06-22-11
050-61 & 62 ESMT	01-23-12
PTN 050-74 RS	10-15-13
050-73 RS	11-21-19

1956-62

CAYMUS RANCHO R.M. BK. 1, PG. 75
EICHLER TRACT R.M. BK. 2, PG.22