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Wildfoote Tentative Parcel Map  
Application  
P23-00076-TPM



A Tradition of Stewardship  
A Commitment to Service

FILE # \_\_\_\_\_

**COUNTY OF NAPA**  
**PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES**  
1195 Third Street, Suite 210 Napa, California 94559 (707) 253-4417

**APPLICATION FOR TENTATIVE PARCEL OR TENTATIVE SUBDIVISION MAP**

FOR OFFICE USE ONLY

ZONING DISTRICT: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

TYPE OF APPLICATION: \_\_\_\_\_ Date Published: \_\_\_\_\_

REQUEST: \_\_\_\_\_ Date Complete: \_\_\_\_\_

(Please type or print legibly)

PROJECT NAME: Wildfoote Parcel Map, Shafer Vineyards, Inc.

Assessor's Parcel #: 032-530-019 Existing Parcel Size: 126.8

Site Address/Location: 6110 Silverado Trail, Napa, CA 94558  
No. Street City State Zip

Property Owner's Name: Shafer Vineyards, Inc Attn: Matthew Sharp

Mailing Address: 6154 Silverado Trail, Napa, CA 94558  
No. Street City State Zip

Telephone #: (707) 944 2877 x114 Fax #: (707) 944 9454 E-Mail: msharp@shafervineyards.com

Applicant's Name: Same as Owner

Mailing Address: \_\_\_\_\_  
No. Street City State Zip

Telephone #: ( ) - - Fax #: ( ) - - E-Mail: \_\_\_\_\_

Status of Applicant's Interest in Property: Owner

Representative Name: New Albion California, Inc Attn Jon M Webb, Land Surveyor

Mailing Address: 1113 Hunt Ave, St Helena, CA 94574  
No. Street City State Zip

Telephone #: (707) 963-1217 Fax #: (707) 963-1939 E-Mail: jwebb@albionsurveys.com

Purpose for Division: Subdivide a 126.8 ace parcel into 2 parcels, 41.0 acres & 85.8 acres

Vesting Map? ☐ YES ☒ NO

I certify that all above statements are correct and that the information contained on the accompanying Parcel/Subdivision Map is accurate. I hereby authorize such investigations, including access to County Assessor's Records, as are deemed necessary by the County Planning Division for preparation of reports related to this application, including the right of access to the property involved.

Matthew Sharp 3/22/23 \_\_\_\_\_  
Signature of Property Owner Date Signature of Applicant Date  
Matthew Sharp \_\_\_\_\_  
Print Name Print Name

TO BE COMPLETED BY PLANNING, BUILDING AND ENVIRONMENTAL SERVICES

\*Application Fee Deposit: \$ \_\_\_\_\_ Receipt No.: \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_

\*Total Fees will be based on actual time and materials

## INDEMNIFICATION AGREEMENT

Pursuant to Chapter 1.30 of the Napa County Code, as part of the application for a discretionary land use project approval for the project identified below, Applicant agrees to defend, indemnify, release and hold harmless Napa County, its agents, officers, attorneys, employees, departments, boards and commissions (hereafter collectively "County") from any claim, action or proceeding (hereafter collectively "proceeding") brought against County, the purpose of which is to attack, set aside, void or annul the discretionary project approval of the County, or an action relating to this project required by any such proceeding to be taken to comply with the California Environmental Quality Act by County, or both. This indemnification shall include, but not be limited to damages awarded against the County, if any, and cost of suit, attorneys' fees, and other liabilities and expenses incurred in connection with such proceeding that relate to this discretionary approval or an action related to this project taken to comply with CEQA whether incurred by the Applicant, the County, and/or the parties initiating or bringing such proceeding. Applicant further agrees to indemnify the County for all of County's costs, attorneys' fees, and damages, which the County incurs in enforcing this indemnification agreement.

Applicant further agrees, as a condition of project approval, to defend, indemnify and hold harmless the County for all costs incurred in additional investigation of or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if the Applicant desires to pursue securing approvals which are conditioned on the approval of such documents.

In the event any such proceeding is brought, County shall promptly notify the Applicant of the proceeding, and County shall cooperate fully in the defense. If County fails to promptly notify the Applicant of the proceeding, or if County fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the County. The County shall retain the right to participate in the defense of the proceeding if it bears its own attorneys' fees and costs, and defends the action in good faith. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved by the Applicant.

  
\_\_\_\_\_  
Applicant

3/22/23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner (if other than Applicant)

Wildfoote Parcel Map  
\_\_\_\_\_  
Project Identification

**PARCEL MAP APPLICATION SUPPLEMENT**  
**DEFERRAL OF REQUIREMENT FOR PRELIMINARY GEOLOGIC/SOILS REPORT**

Applicant: Shafer Vineyards, Inc.

Proposal: Wildfoote Parcel Map

This acknowledges that a portion of the property proposed for division in this application is identified on the Napa County Environmental Sensitivity Maps as subject to soil and/or geologic instability.

No structures, roads or driveways, septic systems or other construction will be located in the areas of potential instability. The property owner expressly agrees that a statement will be recorded with the Final Map as follows:

**NOTICE:** The property divided herein is subject to soil and/or geologic instability in an "environmentally sensitive area" not disturbed as part of the land division. Prior to obtaining a permit for any structure or prior to constructing any road, driveway or septic system on any parcel created by this division, the owner must obtain a geologic/soil hazard report prepared by a qualified registered engineering geologist. Such report must be submitted to Planning, Building, and Environmental Services for review prior to application for building or grading permits.



Signature (property owner)

3/22/23

Date

## WATER SUPPLY/WASTE DISPOSAL INFORMATION

I.	PROPOSED WATER SUPPLY	<u>Domestic</u>	<u>Emergency</u>
	A. Source of Water (e.g. spring, well, mutual water company, city, district, etc):	<u>Wells</u>	<u>Wells</u>
	B. Name of Water Supplier (if water company, city, district: Annexation needed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	C. Water Availability (in gallons/minute):	<u>151</u>	<u>151</u>
	D. Capacity of Water Storage System (in gallons):	<u>10,000 gal</u>	<u>10,000 gal</u>
	E. Nature of Storage Facility (e.g., tank, reservoir, swimming pool, etc):	<u>Tanks</u>	<u>Tanks, Reservoir</u>
II	PROPOSED LIQUID WASTE DISPOSAL	<u>Domestic</u> (sewage)	<u>Other</u> (please specify)
	A. Disposal Method (e.g., on-site septic system, on-site ponds, community system, district, etc.):	<u>Septic</u>	<u>                    </u>
	B. Name of Disposal Agency (if sewage district, city, community system): Annexation needed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

**WRITTEN STATEMENT**

**Wildfoote Tentative Parcel Map**

**Shafer Vineyards, Inc.**

**6110 Silverado Trail, Napa, APN 032-530-019**

The purpose of this application is to subdivide 6110 Silverado Trail into 2 parcels. Currently the property is owned by Shafer Vineyards. and is 126.8 acres. It has combination zoning of Agriculture Preserve and Agriculture Watershed. The General Plan Designation for the property is Agricultural Resource and per the Napa County General Plan Land Use Element, Policy AG/LU-21, the minimum parcel size for the parcel is 40 acres. The property is currently improved with a residence, guest house, septic system, swimming pool, water holding tank, several wells, a 5 acre-foot reservoir for frost protection and 22 acres of vineyards. Additionally, there is an approved Winery Use Permit (02285-UP, Pillar Rock Winery) for the property. The entire property is under a Conservation Easement with the Napa County Land Trust, Deed 1995-013125, NCR. The conservation easement allows for subdivision of the property into 2 parcels as proposed here and dictates, among other things, the location of the building site for Proposed Parcel One, limitations on development of the property, limits removal of woodland outside of proposed residential building site (limited to no more than 5 acres).

Proposed Parcel One will be an 85.8-acre parcel containing the vineyards, reservoir, wells and the existing Winery Use Permit. Proposed Parcel Two will be 41 acres and contain the existing residence, guest house, septic system, well, swimming pool and water holding tank. Access to Proposed Parcel Two will be via a new, 40' wide Road and Utility easement across Parcel One to the Silverado Trail over the existing access roads. There will also be a new 10' wide Utility easement across Proposed Parcel One congruent with the existing power line serving the residence on Proposed Parcel Two.

No new improvements are proposed under this application.

Prepared on behalf of Shafer Vineyards.

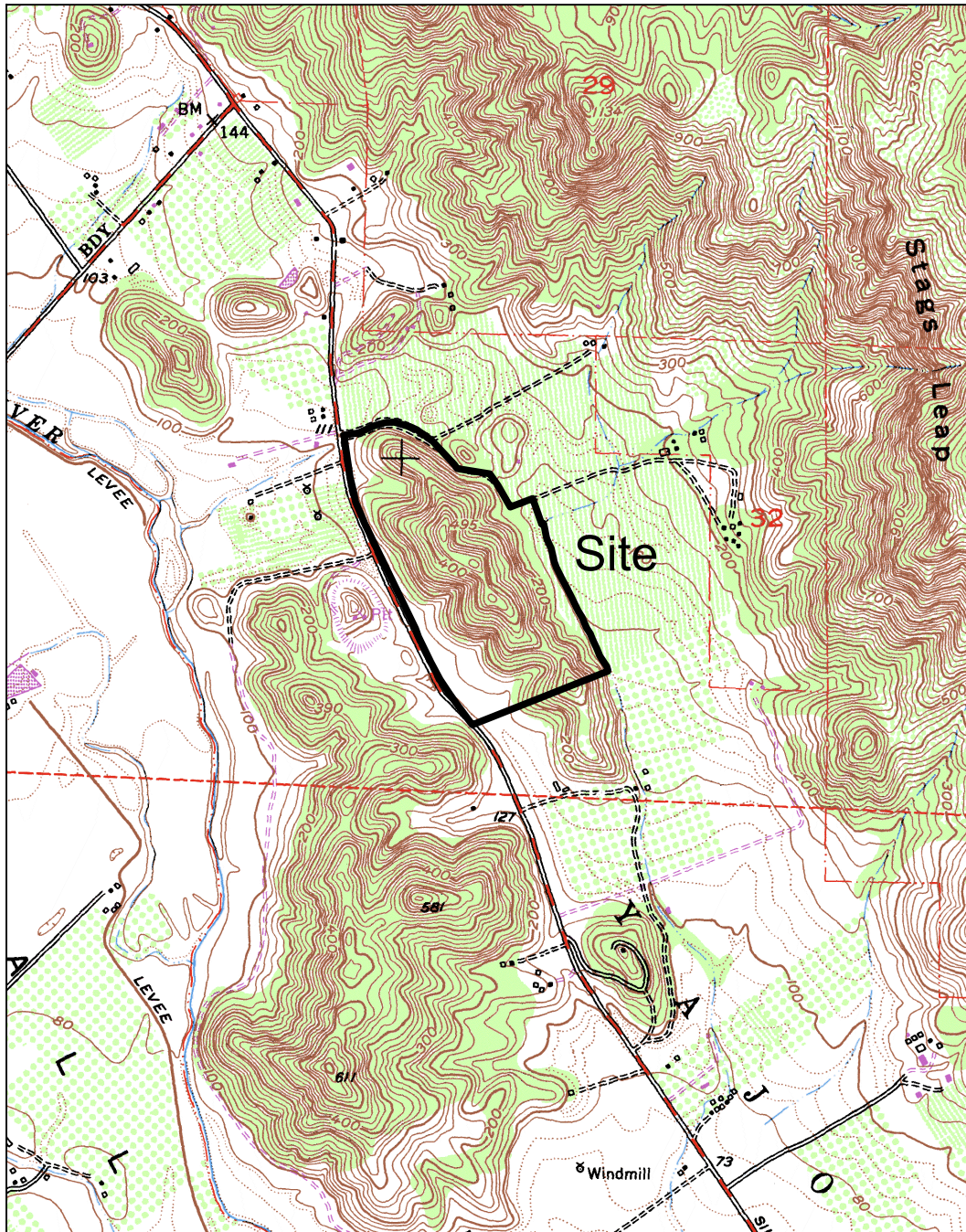
*Jon Webb*

Jon M Webb

PLS 6709

March 10, 2023

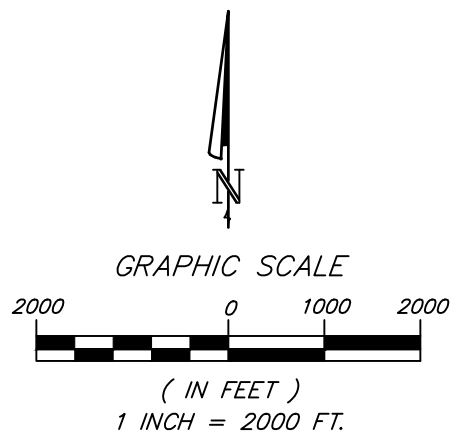




PORTION OF USGS 7.5 MINUTE QUADRANGLE  
TITLED "YOUNTVILLE" (38122D3).

### SITE LOCATION MAP

Shafer Vineyards  
6110 Silverado Trail, Napa, CA 94558  
APN 032-530-019  
County of Napa, State of California



PREPARED BY  
ALBION SURVEYS



March 13, 2023

SHEET 1 OF 1  
4258-01 SITE\_QUAD.dwg

FIRST AMERICAN TITLE  
# 91686

Recorded at the Request of  
and when recorded return to:

THE NAPA COUNTY LAND TRUST  
1040 Main Street, Suite 208  
Napa, CA 94559  
(707) 252-3270



1995 013125

OFFICIAL RECORDS OF

**NAPA COUNTY**

H. KATHLEEN BONDS

AT REQUEST OF: FIRST AMERICAN TITLE  
06/21/1995 08:00 AM  
Fee: \$ 46.00 Pgs: 14  
TT: \$ .00

### **Corrected and Amended Deed of Conservation Easement**

This CORRECTED AND AMENDED DEED OF CONSERVATION EASEMENT is being entered into on the 14<sup>th</sup> day of June, 1995 by F.S. Foote, Jr. and June M. Foote, as Trustees of the Foote Revocable Trust dated July 1, 1981 ("Grantors") in favor of the Napa County Land Trust, a California nonprofit corporation ("Grantee"). This Corrected and Amended Deed of Conservation Easement corrects and amends a Deed of Conservation Easement entered into on the 14th day of December, 1990, and recorded in the Official Records of Napa County, California at pages 511-528 of Volume 1787.

#### **RECITALS:**

A. Grantors are the sole owners in fee simple of certain real property comprised of 114 acres, more or less, in Napa County, California, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property").

B. The Property possesses natural, scenic and open space values (collectively, "conservation values") of great importance to Grantors, the people of Napa County and the people of the State of California.

C. The Property is in a substantially undisturbed natural and open space condition. Specifically, the property consists of a 'wooded island' which overlooks the Napa Valley and which if developed would disrupt scenic vistas along Silverado Trail, a state highway which carries many of the visitors and residents to Napa County who are traveling through the Valley.

D. Napa County has a long-standing conservation policy on agricultural watershed lands to provide for open space land which is important in order to maintain the quality and quantity of water necessary to the people of the State or any part thereof. The Property is currently designated Agricultural Watershed.

E. The specific conservation values of the Property are documented in an inventory of relevant features of the Property, dated November 9, 1990, on file at the offices of Grantee and incorporated by this reference ("Baseline Documentation"), which consists of field reports, maps, photographs and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant.

F. Grantors intend that the conservation values of the Property be preserved and maintained by the continuation of land uses, including, without limitation, those relating to viticulture existing at the time of this grant, that do not significantly impair or interfere with those values.



G. Grantors further intend, as owners of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity.

H. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection and enhancement of land in its natural, scenic and open-space condition.

I. Grantee agrees by accepting this grant to honor the intentions of the Grantors stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and generations to come.

J. To effectuate the intention of the parties, Grantors intend to give to Grantee a perpetual and irrevocable conservation easement in gross over the Property, to create certain restrictive covenants and equitable servitudes for the benefit of Grantee in gross which will bind and run with the Property, and to extinguish irrevocably and perpetually the right to develop the Property, except as expressly permitted in this grant.

#### **AGREEMENT:**

**1. Grant of Easement.** In consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of California and in particular Sections 815, et seq. of the California Civil Code, Grantors hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

**2. Declaration of Restrictions.** Grantors hereby declare that the Property shall be held, transferred, sold, conveyed, given, leased, occupied and used subject to all of the restrictions, covenants, easements, equitable servitudes and affirmative obligations set forth in this Easement.

**3. Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural, scenic and open-space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantors intend that this Easement will confine the use of the Property to such activities as are consistent with the purpose of this Easement.

**4. Rights of Grantee.** To accomplish the purpose of this Easement the following rights are expressly conveyed to Grantee by this Easement.

- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and
- (c) To enjoin any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph 8.

(d) Such additional rights as may be reasonably necessary to effectuate the purposes of this Agreement.

**5. Prohibited Uses.** Except as provided in Paragraph 6 below, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) The legal or de-facto subdivision of the Property for any purpose except as specifically provided in Paragraph 6(b) below;

(b) Except for the sale of grapes or other agricultural products that, in either case, may be produced on the existing 22 acre vineyard pursuant to Paragraph 6(d) below and except for the construction and operation of a winery and related facilities pursuant to Paragraph 6(c), below and the sale of wine produced thereby, any commercial or industrial use of the Property;

(c) Any further planting of the Property into vineyard or any other agricultural crop, provided, however, that the existing approximately 22 acres of vineyard be utilized as described in Paragraph 6(e);

(d) The construction of any permanent residential living units or any other buildings or structures except as provided in 6(b) and 6(c) of this Agreement;

(e) The placement of any mobile home or fences on the Property except as provided in 6(b), 6(c) and 6(k) of this Agreement;

(f) The installation or extension of public utility lines or facilities on the Property, unless granted with the prior written consent of Grantee under threat of condemnation by an authority vested with the power of eminent domain except as provided in 6(b) and 6(c) of this Agreement;

(g) The construction of any new roads on the Property, other than necessary fire trails and access roads subject to the approval process set forth in Paragraph 7;

(h) The removal, destruction or cutting of living native trees or plants on the Property, except as may be necessary to construct and maintain foot trails, access roads, or to maintain the health of native fauna and flora based on existing professional standards of forestry, botany and wildlife management except as provided in 6(b) and 6(c) of this Agreement;

(i) Any dumping or spraying of toxic or polluting material;

(j) Any major changes in the general topography and natural drainage patterns of the land;

(k) Any manipulation or alteration of natural water courses, or any activities detrimental to water purity, natural drainage, water conservation, erosion control, soil conservation, or wildlife or their habitat;

(l) Hunting or trapping, except with the prior written consent of Grantee, such consent to be given only to the extent necessary to allow ecological research or to maintain the ecological balance of wildlife in the area of the Property;

(m) Mining, drilling, exploration for, or extraction of minerals, hydrocarbons, steam, soils or other materials on or below the surface of the Property;

(n) The construction, maintenance or erection of any commercial signs or billboards excepting temporary signs that advertise the sale or lease of the Property;

(o) The operation of any motorized or non-motorized vehicles on the Property for recreational purposes.

**6. Reserved Rights.** Grantors reserve to themselves, and to their successors and assigns all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein or are not inconsistent with the purpose of this Easement, provided any applicable government permit is properly obtained. In addition to the foregoing, the following activities, whether or not inconsistent with the purposes of this Easement or expressly prohibited by either Paragraph 3 or 5, above, are not prohibited, but those engaging in any of these activities shall make a good faith effort to minimize consequences that would impair or interfere with the conservation values of the Property. Subject to the foregoing, the following rights are expressly reserved:

(a) The use, maintenance, renovation, expansion or replacement of an existing residence and related buildings, structures and improvements on the Property in substantially their present location, provided that no building may be renovated, expanded or replaced that presents a visual intrusion from the Valley greater than that which exists today. The visual aspect of the existing residence is documented in photographs contained in the Baseline Documentation, dated November 9, 1990;

(b) Subject to Grantors receiving appropriate County and State permits, to create a parcel map of the Property in order to accommodate one (1) single additional legal parcel and to develop no more than one (1) additional homesite on the newly created parcel, which shall consist of all residential and related nonresidential structures, access roads, fences, utility conduits and the like, provided however, that such development shall take place within a development zone consisting of approximately 5 acres and provided that all such improvements will be subject to the approval process set forth in Paragraph 7; provided, however, that the 5 acre development zone shall be limited to one of two locations as delineated in the attached map labeled Exhibit B and designated by the numerals II and III. Site II is on the top of the hill accessible from the existing access road; and site III is on a sub-knoll on the northern portion of the property. Grantors or grantors' successor in interest shall have the exclusive right to select one of the two 5 acre development zones as delineated in Exhibit B, as well as the location of the boundaries of the single additional legal parcel, and such selection shall not be subject to the approval process set forth in Paragraph 7 herein. A temporary structure or structures is permitted in order to facilitate the construction of residential or nonresidential structures. Such structure or structures will be allowed only during the construction phase of the permanent structure, not to exceed 18 months;

(c) Subject to Grantors receiving appropriate County, State, and Federal permits, to construct and operate a winery having the capacity to produce no more than six thousand (6,000) cases annually, and related structures, access roads, fences, utility conduits and the like; provided, however, that such development shall take place within the five acre area designated Site I on Exhibit B, hereto. Temporary structures may be located on that area in order to facilitate the construction of the winery and related structures during the construction period which shall not exceed 18 months;

(d) To develop and maintain those water resources on the Property as are necessary for permitted on-site uses associated with the Property including water development necessary for a newly created parcel pursuant to 6(b) here and above, and the winery described in 6(c);

(e) To cultivate for agricultural use those lands which are currently cultivated by using customary agricultural practices, including the prudent use of government approved pesticides, herbicides, insecticides, fungicides and other techniques for the control of insects, weeds, diseases and pests as may be legal and necessary to maintain the productivity of said agricultural lands. These lands currently in cultivation consist of approximately 22 acres which are ~~100% in cultivation~~ vineyard. Such cultivation will include, at the discretion of the Grantors, replanting of vineyards, planting of other agricultural crops, cattle raising, pasture or any other agricultural use;

(f) To construct and maintain foot trails and access roads;

(g) To prohibit entry upon the Property by unauthorized persons;

(h) To cut dead or dying trees, brush and underbrush to maintain reasonable necessary fire trails and provide firewood for personal on-site use;

(i) To clear and restore forest, shrub and herbaceous cover damaged by fire, wind, or other natural forces with native species appropriate for the site;

(j) To continue to use the Property for all purposes not prohibited or inconsistent with the Agreement;

(k) The construction and maintenance of additional fencing deemed necessary to agricultural activities or to establish the perimeter of the Property as a whole may be undertaken at the discretion of the Grantors;

(l) To use prescribed burning or grazing as a means of reducing wildfire fuel loads provided such treatment does not have an adverse impact upon the conservation values of the Property and is non-commercial in nature.

#### **7. Request by Grantors of Intention to Undertake Certain Permitted Actions.**

The purpose of requiring Grantors to notify Grantee prior to undertaking certain activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Prior to undertaking any action which is not expressly reserved which might have an adverse impact upon the conservation values this Easement is intended to protect, Grantors shall solicit the approval of Grantee. Grantors shall submit a written description of the proposed action, which shall be referred to herein as an application, describing the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of the Easement. Within thirty (30) calendar days of the receipt of the application, Grantee will certify in writing that the application is complete or will identify additional information required for a complete application. In the event Grantee determines that the advice of a consultant such as an engineer, ecologist, attorney or surveyor is necessary to certify the application as complete, a fee based upon an estimate to cover such cost will be required as part of the application.

**7.1 Approval Criteria.** Grantee's approval shall be based upon compliance with provisions of the Easement, the capability of the proposed action to preserve and enhance the conservation values protected by this Easement, the manner in which the proposed action is carried out, and the likely effect of the proposed action upon the conservation values of the Property. Grantee's approval may be withheld upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

*[Handwritten signature]*  
**INITIAL**

**7.2 Approval Process.** Grantee shall grant or withhold its approval in writing within sixty (60) calendar days of the receipt of Grantors' written request, provided Grantors' request was submitted in a form acceptable to Grantee as provided in Paragraph 7. Upon completion of any such action on the Property, Grantee shall inspect the Property and, if the action was performed in accordance with the terms of the Easement, issue a certificate to that effect, dated at the time of inspection.

**8. Compliance & Enforcement: Grantee's Remedies.** If Grantee determines that Grantors are in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property, resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantors fail to cure the violation within three (3) days after the receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within the three (3) day period, fail to begin curing such violation within the three (3) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, on reasonable notice as required by law, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to such injury. Without limiting Grantors' liability therefor, Grantee, in its sole discretion, may apply damages recovered to the cost of undertaking any corrective action on the Property. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the term of this Easement. Grantors and Grantee expressly agree that the Property, by virtue of its protected features, is unique and that the violation of this Easement and any ensuing harm or alteration of the Property will result in damages which are irreparable and not to subject to quantification. Accordingly, Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies but, provided, Grantors are afforded due process of law in any such proceedings. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**8.1 Costs of Enforcement.** The prevailing party to any litigation herein shall be entitled to costs incurred including, without limitation, costs of suit and reasonable attorneys' fees, and if Grantee prevails, any costs of restoration necessitated by Grantors' violation of any terms of this Easement shall be borne by Grantors. If Grantors prevail in any action against Grantee to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, reasonable attorneys' fees, shall be borne by Grantee.

**8.2 Discretion of Grantee.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of any other term of this Easement.



**8.3 Acts Beyond Grantors' Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm and earth movement, the passage of legislation or regulation, or from any prudent action taken by Grantors under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

**9. Public Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

**10. Costs & Liabilities.** Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property.

**10.1 Taxes.** Grantors shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

**10.2 Hold Harmless.** Grantors shall hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraphs 10 and 10.1;

**10.3 Insurance.** Grantors agree to take out and keep in force, public liability and other insurance in companies to protect against any liability to the public, whether to persons or property, incident to the use of or resulting from an occurrence in or about said premises. Such insurance shall be in the amount maintained by comparable properties for comparable uses. The said policy shall also insure the contingent liability of Grantee.

**11. Extinguishment.** If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by the laws of the State of California at the time, in accordance with paragraph 11.1. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

**11.1 Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which for purposes of paragraph 11, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this

grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h)(3) of the Internal Revenue Code of 1986, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

**11.2 Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation as provided in paragraph 11.1 unless otherwise required in accordance with applicable law.

**12. Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantors and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including California Statutes or Section 170 (h) of the Internal Revenue Code of 1954 as amended and any such amendment shall be consistent with the purpose of this Easement, and shall not effect its perpetual duration. Any such amendment shall be recorded in the official records of Napa County, California.

**13. Assignment.** This Easement is transferable by Grantee, but Grantee may assign its rights and obligations under this Easement only to an organization that is a "qualified" organization at the time of transfer under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (or any successor provisions then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under California statute (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

**14. Subsequent Transfers.** Grantors agree to incorporate the terms of this Easement in any deed or other legal instrument by which they transfer or divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any such interest at least thirty (30) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

**15. Subordination.** Any financing lien or encumbrance shall be subordinate to this Easement, and the parties agree to execute such documents as may be reasonably required by Grantors' lender or lenders to accomplish such subordination.

**16. Estoppel Certificates.** Upon request by Grantors, Grantee shall within thirty (30) days execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantors' compliance with any obligation of Grantors contained in this Easement and otherwise evidences the status of this Easement as may be reasonably requested by Grantors.

**17. Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

**To Grantors:**

F. S. Foote, Jr. and June M. Foote, Trustees  
Foote Revocable Trust, dated July 1, 1981  
6110 Silverado Trail  
Napa, CA 94558

**To Grantee:**

Napa County Land Trust  
1040 Main Street, Suite 208  
Napa, CA 94559

or to such other address as either party from time to time shall designate by written notice to the other.

**18. Recordation.** Grantee shall record this instrument or a memorandum thereof in timely fashion in the official records of Napa County, California and may re-record it at any time as may be required to preserve its rights in this Easement.

**19. General Provisions.**

**(a) Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of California.

**(b) Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of Section 815, et seq., of the California Civil Code. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

**(c) Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

**(d) Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

**(e) No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

**(f) Successors.** The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running in perpetuity with the Property.

**(g) Termination of Rights & Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or the Property, except the liability for acts or omissions occurring prior to transfer shall survive transfer.

**(h) Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.


**(i) Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever.

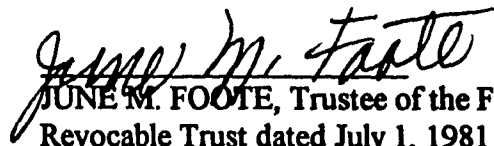
WITNESS the following signatures.

Date: June 14<sup>th</sup>, 1995.

GRANTORS:



F. S. FOOTE, Jr., Trustee of the Foote  
Revocable Trust dated July 1, 1981



JUNE M. FOOTE, Trustee of the Foote  
Revocable Trust dated July 1, 1981

GRANTEE:

NAPA COUNTY LAND TRUST

By:

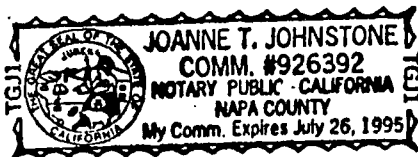


HENRY E. GUNDLING, President

STATE OF CALIFORNIA     )  
                                      ) ss.  
COUNTY OF NAPA         )

On June 14, 1995, before me, a Notary Public in and for the State of California, personally appeared F.S. FOOTE, JR. and JUNE M. FOOTE, dated July 1, 1981, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same in their authorized capacities, and that by their signature on the instrument the person, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

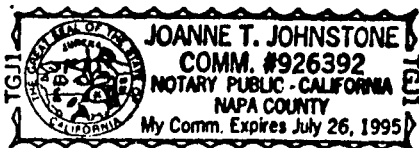


Joanne T. Johnstone  
NOTARY'S SIGNATURE

STATE OF CALIFORNIA     )  
                                      ) ss.  
COUNTY OF NAPA         )

On June 14, 1995, before me, a Notary Public in and for the State of California, personally appeared HENRY E. GUNDLING, personally known to me (or 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.



Joanne T. Johnstone  
NOTARY'S SIGNATURE



## EXHIBIT A

### PARCEL ONE:

Commencing at the point formed by the intersection of the Southeastern line of the 370-acre tract of land described as Parcel One in the Deed to Edward J. Reiss, et ux, recorded April 19, 1961 in Book 628 at page 739 of Official Records of Napa County, and the center of the creek referred to in the Deed to Thompson F. Parker, et ux, recorded March 29, 1967 in Book 763 at page 409 of Official Records of Napa County; thence South 67 degrees 57' West, along said Southeastern line, 1650 feet, more or less, to the Eastern line of the County Road known as Silverado Trail; thence along said Eastern line, North 39 degrees 56' 35" West 36.22 feet, North 37 degrees 12' West 259.59 feet, North 35 degrees 51' 33" West 138.53 feet, North 34 degrees 03' 25" West 197.53 feet, North 28 degrees 22' 52" West 224.10 feet, North 26 degrees 38' West 323.18 feet, North 20 degrees 08' 20" West 100.59 feet, North 26 degrees 22' West 1320.82 feet, North 23 degrees 24' 51" West 273.08 feet, North 11 degrees 05' 45" West 98.25 feet, North 14 degrees 06' 17" West 195.24 feet and North 8 degrees 44' 21" West 481.52 feet to the Northern line of the 370-acre tract above referred to; thence along said Northern line (being also the Southern line of the "20' Right of Way" shown on the map entitled, "Record of Survey of Lands of Ernest L. Ilsley," filed December 19, 1957 in Book 2 of Surveys, at page 79 in the office of the County Recorder of said Napa County), North 81 degrees 00' East 166.74 feet, North 64 degrees 15' East 209.88 feet, North 74 degrees 15' East 132.00 feet, North 88 degrees 30' East 92.40 feet, South 74 degrees 15' East 198.00 feet, South 65 degrees 45' East 72.60 feet and South 55 degrees 00' East 211.29 feet; thence leaving said Northern line and continuing South 55 degrees 00' East 3.21 feet; thence South 43 degrees 14' 50" East 377.58 feet; thence South 35 degrees 03' East 47.85 feet to point in the center of a roadway, hereinafter referred to as Point A; thence along the center of said roadway, South 81 degrees 23' East 377.61 feet, South 35 degrees 17' East 161.93 feet, South 30 degrees 18' East 283.85 feet and North 68 degrees 31' East 273.00 feet to a point hereafter referred to as Point B; thence leaving said roadway South 20 degrees 00' East 310.00 feet; thence North 70 degrees 00' East 10.00 feet to center of the creek above referred to; thence down the center of said creek in a general Southeasterly direction, 1750 feet, more or less, to the point of commencement.

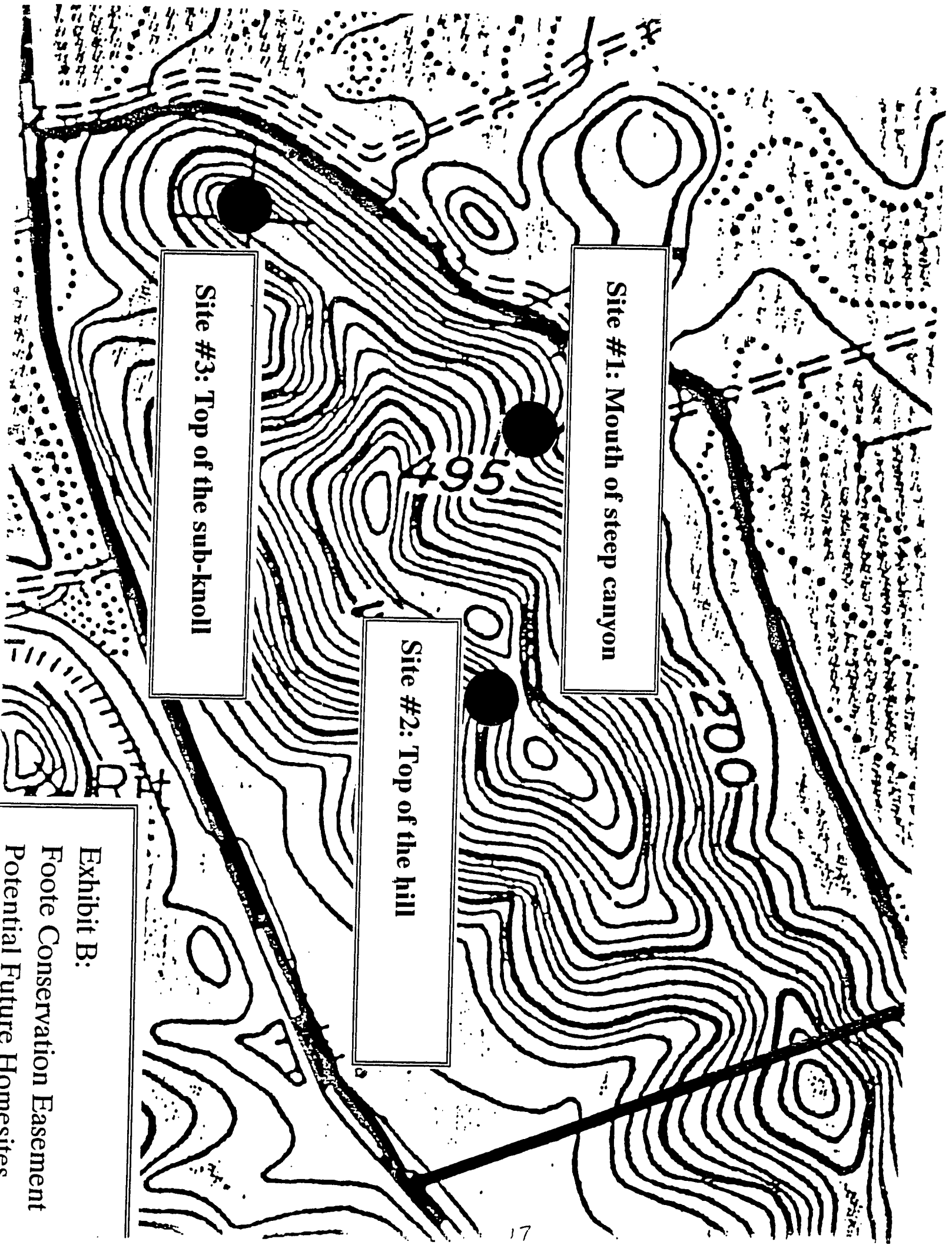
### PARCEL TWO:

Non-exclusive Rights of Way for road purposes over the following:

(continued)

- a) A strip of land, 40 feet in width, the Southern line of which commences on the Eastern line of the Silverado Trail at the Northwestern corner of the tract above described, and runs thence Easterly and Southeasterly, along said North line, to Point A above referred to.
- b) A strip of land, 30 feet in width, the Southern line of which commences at said Point A and runs Southeasterly and thence Northeasterly, along the Northern line of the tract above described to Point B above referred to.

AP# 32-060-44



Site #1: Mouth of steep canyon

Site #2: Top of the hill

Site #3: Top of the sub-knoll

Exhibit B:  
Foote Conservation Easement  
Potential Future Homesites

**END OF DOCUMENT**

**EXHIBIT B**

This description and accompanying map establish the location of the 2 potential homesites referred to in Paragraph 6(b) of the Agreement and the Winery location established in Paragraph 6(c).

**Site #1: Winery Site: Mouth of steep canyon. Easy access from the existing entry road.**

**Site #2: Homesite: Top of the hill view site. Easy access from the existing entry road.**

**Site #3: Homesite: Top of the sub-knoll. This site requires a new access road through an existing vineyard and uphill as shown on the dotted line. Routing and construction of this road will be subject to Paragraph 7 of this Agreement and approval by the Soil Conservation Service.**

Recording requested by:  
PLACER TITLE COMPANY



2022-0014811

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Shafer Vineyards  
Attn: Matthew Sharp  
6154 Silverado Trail  
Napa, CA 94558

Recorded  
Official Records  
County of  
Napa  
JOHN TUTEUR  
Assessor-Recorder-Co.

REC FEE 27.00  
TAX 38500.00

12:45PM 01-Aug-2022

MS  
Page 1 of 5

**MAIL TAX STATEMENTS TO:**

Shafer Vineyards  
Attn: Matthew Sharp  
6154 Silverado Trail  
Napa, CA 94558



P-561597

APN: 032-530-019

(Space Above This Line For Recorder's Use)

THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX IS \$38,500.00  
☒ Computed on full value of property conveyed, or  
☐ Computed on full value less liens and encumbrances  
remaining at time of sale.  
☒ Unincorporated area of the County of Napa

**GRANT DEED**

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, ARLIE JEAN PHILLIPS, TRUSTEE OF THE ARLIE JEAN PHILLIPS REVOCABLE TRUST DATED 10/29/2003 ("**Grantor**"), hereby **GRANTS** to SHAFER VINEYARDS, a California corporation ("**Grantee**"), that certain real property located in Napa County, State of California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"), together with (i) all improvements owned by Grantor and located thereon, (ii) all rights, privileges, easements, and appurtenances owned by Grantor appertaining to the Property, (iii) all surface and ground water on the Property, and all water entitlements, rights, and privileges appurtenant to or utilized by the Property, (iv) Grantor's right, title and interest in and to all oil, gas, and mineral interests on or under the Property, and (v) all rights, privileges and easements benefiting or appurtenant to the Property, including any streets, alleys and vacated or existing public rights of way abutting the Property.

*[Remainder of page left intentionally blank; signature page to follow]*

IN WITNESS WHEREOF, this Grant Deed has been executed and delivered this 1<sup>st</sup> day of August, 2022.

**GRANTOR:**

ARLIE JEAN PHILLIPS, TRUSTEE OF THE ARLIE JEAN  
PHILLIPS REVOCABLE TRUST DATED 10/29/2003

BY: 

Name: Arlie Jean Phillips

Title: Trustee



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

STATE OF CALIFORNIA

COUNTY OF

Napa

)

)

ss.

)

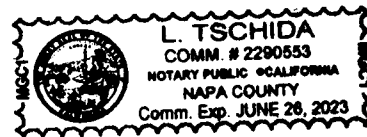
On July 29, 2022 before me, L. Tschida, Notary Public, personally appeared Arlene Dean Phillips, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

L. Tschida

NOTARY PUBLIC



(SEAL)

## **EXHIBIT A TO GRANT DEED**

### **LEGAL DESCRIPTION**

The land described herein is situated in the State of California, County of Napa, unincorporated area, described as follows:

#### **PARCEL ONE:**

COMMENCING at the point formed by the intersection of the Southeastern line of the 370 acre tract of land described as Parcel One in the Deed to Edward J. Reiss, et ux, recorded April 19, 1961 in Book 628 at page 739 of Official Records of Napa County, and the center of the creek referred to in the Deed to Thompson F. Parker, et ux, recorded March 29, 1967 in Book 763 at page 409 of Official Records of Napa County; thence South 67° 57' West, along said Southeastern line, 1650 feet, more or less, to the Eastern line of the County Road known as Silverado Trail; thence along said Eastern line, North 39° 56' 35" West 36.22 feet, North 37° 12' West 259.59 feet, North 35° 51' 33" West 138.53 feet, North 34° 03' 25" West 197.53 feet, North 28° 22' 52" West 224.10 feet, North 26° 38' West 323.18 feet, North 20° 08' 20" West 100.59 feet, North 26° 22' West 1320.82 feet, North 23° 24' 51" West 273.08 feet, North 11° 05' 45" West 98.25 feet, North 14° 06' 17" West 195.24 feet and North 8° 44' 21" West 481.52 feet to the Northern line of the 370 acre tract above referred to; thence along said Northern line (being also the Southern line of the "20' Right of Way" shown on the map entitled, "Record of Survey of Lands of Ernest L. Ilsley" filed December 19, 1957 in Book 2 of Surveys, at page 79 in the office of the County Recorder of said Napa County), North 81° 00' East 166.74 feet, North 64° 15' East 209.88 feet, North 74° 15' East 132.00 feet, North 88° 30' East 92.40 feet, South 74° 15' East 198.00 feet, South 65° 45' East 72.60 feet and South 55° 00' East 211.29 feet; thence leaving said Northern line and continuing South 55° 00' East 3.21 feet; thence South 43° 14' 50" East 377.58 feet; thence South 35° 03' East 47.85 feet to point in the center of a roadway, hereinafter referred to as Point A; thence along the center of said roadway, South 81° 23' East 377.61 feet, South 35° 17' East 161.93 feet, South 30° 18' East 283.85 feet and North 68° 31' East 273.00 feet to a point hereafter referred to as Point B; thence leaving said roadway South 20° 00' East 310.00 feet; thence North 70° 00' East 10.00 feet to the center of the creek above referred to; thence down the center of said creek in a general Southeasterly direction, 1750 feet, more or less, the point of commencement.

APN 032-530-019

#### **PARCEL TWO:**

Non-exclusive Rights of Way for road purposes as described in the Deed from Edward J. Reiss, et ux to F. S. Foote, Jr., et ux, recorded April 7, 1969 in Book 805 at page 472 of Official Records of Napa County, further described as follows:

a) A strip of land, 40 feet in width, the Southern line of which commences on the Eastern line of the Silverado Trail at the Northwestern corner of the tract above described, and runs thence Easterly and Southeasterly, along said Northern line, to Point A above referred to.

b) A strip of land, 30 feet in width, the Southern line of which commences at said Point A and runs Southeasterly and thence Northeasterly, along the Northern line of the tract above described to Point B above referred to.

#### **PARCEL THREE:**

An Easement, for ingress, egress and roadway purposes ordinarily incidental thereto as granted in the Deed from Carl K. Doumani, an unmarried man to F.S. Foote Jr. and June M. Foote, Trustees of the Foote Revocable Trust u/t/a dated July 1, 1981, recorded September 23, 1991 in Book 1852 at page 756 of Official Records of Napa County.

**PARCEL FOUR:**

**An Easement for pipeline and incidental purposes as granted in the "Pipeline Easement and Maintenance Agreement" recorded June 9, 1999 as Series Number 1999-0018664 of Official Records of Napa County.**