

Applicant Response to 2023 Action Items

Re: Major Modification – Action Items/Concerns

The following memo address items of concern and the actions taken to resolve those concerns.

Water Availability Tier 3 The Company completed a Water Availability Analysis (WAA) Tier 3, prepared by O'Connor Environmental, Inc.. The report noted that the project well is drilled entirely within the Sonoma Volcanics bedrock aquifer and given the short seasonal period of hydraulic connectivity between Lincoln Creek and the alluvial aquifer underlying it and given the relationship between groundwater elevation in the Sonoma Volcanics aquifer relative to the elevation of the streambed of Lincoln Creek, we believe that operation of the project well will not substantially affect streamflow within Lincoln Creek or the Napa River downstream.

Water Availability Tier 1 The Tier 1 analysis has been incorporated into the tier 3 analysis and focuses on water use calculations and a hydrogeologic analysis of groundwater recharge. This WAA also incorporates a recently completed lot line adjustment. The Tier 1 analysis indicates that the estimated average annual recharge scaled to the parcel area is 9.84 acre-feet/year and the proposed groundwater use (9.73 acre-feet/year) is 99% of average annual recharge.

Hold & Haul: The Company has decided to start the production facility using the approved hold & Haul System. However, the company is also prepared to use an alternative method that captures treated process waste and re-uses the water for Irrigation based on production capacity and the need to efficiently process the waste water. The winery process wastewater feasibility report prepared by Applied Civil Engineering documents the feasibility of both the hold and haul scenario as well as the treatment and re-use scenario and the Company seeks approval for both options.

Use of Yount Mill Rd: The Company will not use Yount Mill Road for any harvest activity including delivering grapes or harvest equipment. All deliveries/shipments will be made from the St. Helena main driveway.

Production: The Company's primary production facility consists of wine caves that are only suitable for barrel storage. When the major modification is complete it will include room for additional barrels, grape crush area, wine fermentation and racking tanks as well as an area for bottling.

Extrapolated Channel Creek setback: The Company entered a "Streambed Alteration Agreement" with the California Department of Fish and Game (DFG). In the Agreement the setback was agreed to be West 25ft. and East 15ft. of the creek. The set back is also shown in the civil engineering drawings for the site.

Traffic Study The Company amended the traffic study as the route of travel has changed for harvest, employees and Hold & Haul activities from the use of the driveway on Yount Mill Road to the main entrance on Highway 29. Per the amended traffic study, the altered route would not unreasonably cause any less safe conditions on Highway 29. The existing driveway on Highway 29 includes adequate sight distance at the driveway entrance and the existing two-way left turn lane facilitates left turns into the site, as well as two stage left turns when exiting the site.

Memo 2.1.25

Del Dotto Vineyards

To: Mike Burgess From: Robbie Meyer

RE: Piazza production area under planning

We are currently storing 300 barrels for aging while we are waiting for major modification approval.

We would like to produce 75,000 gallons of wine there based on the proposed floor plan. We can install sufficient fermentation tanks for the desired tonnage, have enough space for fruit processing equipment and sufficient space for additional barrel storage under this plan. The space works very well for the entire process, from receiving fruit, processing, fermentation, barrel work, and bottling.

As soon as the build is complete, we can begin moving tanks and equipment in and would be prepared to process fruit right away. The space will naturally begin to fill up over the course of the first year, but will likely be into a "full" production by year two.

Robbie Meyer Winemaker DEL DOTTO VINEYARDS

Yountville Vineyards LLC / Piazza Del Dotto Winery 7466 St. Helena Highway Yountville, CA

May 6, 2023

Emily Hedges and Napa County Planning Staff:

Re: Current Production and Future Processing on-site

Current Production

Piazza is currently used to cellar wine that is stored in barrels located in the cave. There are no crush, bottling or racking done on site, those production processes are completed at three other locations in the Napa Valley. Those locations are Historic Del Dotto (Atlas Peak), 1055 Atlas Peak Rd., Napa, Del Dotto Estate (Estate), 1445 St. Helena Hwy. South, St. Helena, and Villa Del Lago (VDL), 1551 Sage Canyon Rd. St. Helena. Case storage takes place at 540 Technology Way, Napa.

Based on the Napa County Wine Production Process, the site averages 6,304 gallons in wine production annually over the last four years. The majority of the wine is used to satisfy visitation by providing bottled wine for tours and tasting, and for wine sold onsite carried out by the customer.

Piazza (No Crush Activity)	2019	2020	2021	2022	Average
Production Process					
Crushed	-	+	(4)	-	2
Cellaring - Inventory Loss	(419)	(605)	(511)	(333)	(467)
A. Fermentation	(419)	(605)	(511)	(333)	(467)
Bulk					
B. Bulk Received	21,411	17,554	20,122	17,784	19,217
C. Bulk Shipped	15,012	16,659	18,321	17,681	16,918
Net	6,399	895	1,801	103	2,299
Bottled Wine Received	4,896	2,372	5,248	5,371	4,472
Annual Production	10,877	2,662	6,538	5,141	6,304

all amounts in gallons:

Source TTB Form 5120, except for bottled wine poured and wine received for carry out by customers, which have been calculated from the company's accounting records

A major undesirable outcome of the current production process is transporting bulk wine in (avg.19,217 gallons) and shipping bulk wine out (avg.16,918 gallons) to other facilities where the wine is crushed, racked and bottled. Finally, the wine is shipped to case storage from facilities other than Piazza. Therefore, a significant amount of shipping is incurred to move wine to other locations to finish production.

Current Process: Piazza is only used for Cellaring

Estate/VDL	Piazza	Estate/VDL/Atlas	Estate/Atlas	540 Technology Way
Crush	Cellaring	Racking 🖒	Bottling 📄	Case Storage

Proposed Production

Following the construction of the winery production building and cave expansion, the site will be able to produce 75,000 gallons of wine annually from crush through finishing. At the end of the production process, finished wine will be shipped out for bottling. Trips will be reduced by half as wine will no longer have to be shipped from our crush facilities to Piazza, instead they will be crushed on site and then barreled down to store in the expanded cave without being shipped out again for racking. Winemaking will then take place in the production building as barrels are racked and periodically washed. The final finished wine will then be shipped out for bottling and storage. In the near future, 540 Technology Way will also be able to bottle wine eliminating another step in the process. As a result, both bottling and case storage will be done in one centralized location, further reducing traffic and transportation trips.

Proposed Process: Piazza is fully integrated (Crush, Cellaring, Racking)

Piazza			Estate/Atlas		540 Technology Way*	
Crush	Cellaring	Racking	\Box	Bottling		Case Storage
			V		V	

^{*540} Technology Way has an approved "use permit" that includes bottling (P19-00225); when the bottling capability is in place trucking will be further reduced as bottling and storage will be combined in one facilty

The goal is to balance production between the facilities and prepare for future growth. When Piazza is able to increase wine making, Del Dotto Vineyards will have two main wineries - Piazza with the production limit of 75,000 gallons and the Estate with 48,000 gallons VDL has a use permit for 15,000 gallons which is currently being used for production. VDL is located in an area of severe/moderate fire danger. Insurance coverage is literally nonexistent, and we have not been able to secure coverage of bulk wine at any of these three locations. Reducing fire risk is a major consideration for expanding Piazza's

cave, in particular moving wine from VDL to Piazza's cave will be safer than cellaring at VDL located on remote Sage Canyon Road. Piazza will also be the newest and most efficient winery with the largest cave for barrel storage and will be moving to full production as soon as possible.

Currently, the four-year average of crushed wine is 49,455 gallons for Del Dotto Vineyards, this includes one of the lowest harvest years on record 2020. Projecting out ten years, our forecasts include annual growth of 7.5% as we supply inventory for visitation and increase our presence in strategic wholesale accounts. Therefore, we will need 107,000 gallons of wine to meet those forecasted production numbers.

4-year average of tons crushed for all locations:

Tons Crushed	2022	2021	2020	2019	Average
Owned	209	217	187	276	222
Contract	122	101	88	231	135
Total	330	319	275	506	358
Conversion	141	131	128	147	137
Gallons	46,496	41,670	35,181	74,475	49,455

7.5% Annual Growth Rate, over 10 years, estimated tons 737, conversion 145 gals/ton, total gallons 107,000

Production	Capacity	10 yr. Production Forecast - 7.5	st - 7.5% Growth	
Piazza	75,000	Gallons Needed	107,000	
Estate	48,000	Production Capacity	128,000	
VDL*	5,000	Diff. Production vs. Capacity	21,000	
	128,000	Utilization	84%	

^{*} limited production usage based on high fire danger

To successfully build a strong local business with balanced and efficient production, reducing trucking and the risk of fire and earthquake loss, it is absolutely necessary to increase the wine production at Piazza. Specifically, cave expansion is paramount in order to mitigate fire and earthquake risks. Our insurance costs tripled, and our coverage was dropped on bulk wine. Therefore, one of the main reasons for the expansion is to self-insure by storing our barrels in the cave and protecting our inventory. Caves are fire resistant and the safest place to store barrels. Additionally, with more room in the cave we can stack barrels one high and minimize any damage during an earthquake. Finally, shifting production from the Estate to Piazza will allow us to mitigate trucking on the highways to/from the various winery locations, resulting in logistical sense and less traffic.

Sincerely

Michael Burgess, CFO





October 10, 2012

Napa, CA 94558 (707) 944-5500 www.dfg.ca.gov

Dave Del Dotto 1291 W. Zinfandel Lane St. Helena, CA 94574

Subject: Draft Lake or Streambed Alteration Agreement

Notification No. 1600-2012-0012-R3

Riparian Restoration and Culvert Replacement

Dear Mr. Del Dotto:

Enclosed is the final Streambed Alteration Agreement ("Agreement") for the Riparian Restoration and Culvert Replacement ("Project"). Before the Department may issue an Agreement, it must comply with the California Environmental Quality Act ("CEQA"). In this case, the Department, acting as a Lead agency, determined you project is exempt from CEQA and filed a notice of exemption ("NOE") on October 10, 2012.

Under CEQA, filing a NOE starts a 35-day period within which a party may challenge the filing agency's approval of the project. You may begin your project before the 35-day period expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Suzanne Gilmore, Environmental Scientist, at (707) 944-5536 or sgilmore@dfg.ca.gov.

Sincerely

Craig J. Weightman

Acting Environmental Program Manager

Bay Delta Region

cc: Lieutenant Jones Warden Morton Suzanne Gilmore

CALIFORNIA DEPARTMENT OF FISH AND GAME

BAY DELTA REGION
7329 SILVERADO TRAIL
NAPA, CALIFORNIA 94558
(707) 944-5520

WWW.DFG.CA.GOV



STREAMBED ALTERATION AGREEMENT

NOTIFICATION No. 1600-2012-0012-3 Unnamed tributary to Napa River

DAVE DEL DOTTO
RIPARIAN RESTORATION AND CULVERT REPLACEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and Dave Del Dotto (Permittee).

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on January 20, 2012 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, DFG has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement

PROJECT LOCATION

The project is located at 7466 Highway 29, in the Town of Yountville, County of Napa, State of California, 94574; Assessors Parcel Number 031-120-026.

PROJECT DESCRIPTION

The project is limited to the removal of two culverts (25 foot length and 72 foot length), placement of three arched culverts, and native riparian enhancements on both banks of the stream channel. Following construction activities, riparian areas adjacent the stream channel will be planted with native grasses, shrubs and trees. All existing trees and other vegetation will remain.

Ver. 02/16/2010

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PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: foothill yellow legged frog (*Rana boylii*), Pacific chorus frog (*Pseudacris regilla*), central coast steelhead (*Oncorhynchus mykiss*), California newt (*Taricha torosa*) and northwestern pond turtle (*Emys marmorata*).

The adverse effects the project could have on the fish or wildlife resources identified above include:

Temporary impacts to bed, channel, or bank could occur due to the loss of bank stability during construction, increase of bank erosion during construction, and/or changes in composition of channel materials.

Permanent impacts to fish, wildlife, and their habitat could occur due to colonization by exotic plant or animal species. Temporary impacts to bed, channel, or bank and direct effect on fish, wildlife, and their habitat could occur during construction due to construction activities, equipment that can capture terrestrial organisms, disruption to nesting birds and other wildlife, direct take of terrestrial species, disturbance from project activity, and loss or impediment of terrestrial animal species travel routes due to temporary structures (e.g., survey tape, sandbags, erosion protection materials etc.).

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 <u>Documentation at Project Site</u>. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to DFG personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 <u>Notification of Conflicting Provisions</u>. Permittee shall notify DFG if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, DFG shall contact Permittee to resolve any conflict.

1.4 <u>Project Site Entry</u>. Permittee agrees that DFG personnel may enter the project site at any time to verify compliance with the Agreement.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work within the stream/riparian corridor shall be confined to the period June 15 to October 15. Revegetation work is not confined to this time period.
- 2.2 Work shall be conducted when the stream is dry. No activities shall occur in wetted areas (including but not limited to ponded, flowing, or wetland areas).
- 2.3 No phase of the project may be started if that phase and its associated erosion control measures cannot be completed prior to the onset of a storm event if that construction phase may cause the introduction of sediments into the stream. Seventy-two-hour weather forecasts from the National Weather Service shall be consulted prior to start up of any phase of the project that may result in sediment runoff to the stream.
- 2.4 The Permittee shall use temporary construction fencing to identify the agreed limits of disturbance within the stream. All temporary fences, barriers, and/or flagging shall be completely removed from the project site and properly disposed of upon completion of project activities.
- 2.5 Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter waters of the State. At no time shall silt laden runoff be allowed to enter the stream or directed to where it may enter the stream. Silt control structures shall be monitored for effectiveness and shall be repaired or replaced as needed.
- 2.6 Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream shall be positioned over drip pans. Any equipment or vehicles driven and/or operated within or adjacent to the stream must be checked and maintained daily, to prevent leaks of materials that if introduced

- to water could be deleterious to aquatic life. Vehicles must be moved away from the stream prior to refueling and lubrication.
- 2.7 Spoil shall not be placed on the stream side slope, or where it could enter the stream. Spoil shall not be placed over vegetation.
- 2.8 Poured concrete shall be excluded from the wetted channel for a period of 30 days after it is poured. During that time the poured concrete shall be kept moist, and runoff from the concrete shall not be allowed to enter the stream channel. Commercial sealants may be applied to the poured concrete surface. If sealant is used, water shall be excluded from the site until the sealant is dry.
- 2.9 All invasive species shall be removed from the project area.
- 2.10 All removed debris shall be disposed of according to State and local laws and ordinances.
- 2.11 All exposed/disturbed areas shall be planted with native species according to the Swale Revegetation Scheme dated 1/23/2012 All other areas of disturbed soil which drain toward the stream channel shall be seeded with erosion control grass seeds. Revegetation shall be completed as soon as possible after construction activities. Seeding placed after October 15 must be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket.
- 2.12 To ensure a successful revegetation effort, all plants shall be monitored and maintained as necessary for five years. All planting shall have a minimum of 80% survival at the end of 5 years and shall attain 70% cover after three years and 75% coverage after 5 years. If the survival and/or cover requirements are not meeting these goals, the Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice, to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for five years after planting.
- 2.13 If construction, grading, or other project-related improvements are scheduled during the nesting season of protected raptors and migratory birds (February 15 to August 31), a focused survey for active nests of such birds shall be conducted by a qualified biologist (as determined by a combination of academic training and professional experience in biological sciences and related resource management activities) within 15 days prior to the beginning to project-related activities. The results of the survey shall be faxed to

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(707) 944-5595. Refer to the appropriate Lake and Streambed Alteration Notification Number when submitting the survey to the Department. If active nests are found, the Permittee shall consult with the Department and the United States Fish & Wildlife Service (USF&WS) regarding appropriate action to comply with the Migratory Bird Treaty Act and the Fish & Game Code of California. If a lapse in project-related work of 15 days or longer occurs, another focused survey and if required, consultation with the Department and USF&WS, will be required before project work can be reinitiated.

- 2.14 If any sensitive species are observed during project activities, the Permittee shall submit California Natural Diversity Data Base (CNDDB) forms to the CNDDB for all preconstruction survey data within five working days of the sightings, and provide DFG Region 3 with copies of the CNDDB forms and survey maps.
- 2.15 All construction debris and associated materials shall be removed from the work site upon completion of this project.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

3.1 Prior to commencement of work within the stream zone, the Permittee shall photograph the project site. Upon completion of work activities, the Permittee shall photograph the project site. Labeled copies of photographs shall be sent to the Department of Fish and Game within 60 days of completion of the project. Notification shall be sent to the Department at 7329 Silverado Trail, Napa, CA 94558. Refer to Notification 1600-2012-0012-3 when notifying the Department.

CONTACT INFORMATION

Any communication that Permittee or DFG submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or DFG specifies by written notice to the other.

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To Permittee:

Dave Del Dotto Yountville Vineyards LLC 1291 W. Zinfandel Lane St. Helena, CA 94574 (707) 963-6032 Dave@deldottovineyards.com

To DFG:

Department of Fish and Game
Bay Delta Region
7329 Silverado Trail
Napa, California 94558
Attn: Lake and Streambed Alteration Program
Notification #1600-2012-0012-R3
Fax (707) 944-5553
sgilmore@dfg.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute DFG's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

DFG may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before DFG suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before DFG suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused DFG to issue the notice.

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ENFORCEMENT

Nothing in the Agreement precludes DFG from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects DFG's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

DFG may amend the Agreement at any time during its term if DFG determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by DFG and Permittee. To request an amendment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective,

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unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter DFG approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of DFG's signature, which shall be: 1) after Permittee's signature; 2) after DFG complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on December 31, 2014, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's

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behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify DFG in accordance with FGC section 1602.

CONCURRENCE

Date Prepared:

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR PERMITTEE	9-10-12
Dave Del Dotto	Date
FOR DEPARTMENT OF FISH AND GAME	10/10/12
Craig ₩éightman	Date
Acting Program Manager	
Prepared by: S.Gilmore	

Environmental Scientist

April 10, 2012

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FOR DEPARTMENT USE ONLY					
Date Received	Amount Received	Amount Due	Date Complete	Notification No.	
120112	\$ 560,25	\$		1600-2012-001	2-3
		STATE OF EPARTMENT	CALIFORNIA OF FISH AND G	S. Gilmore LT Sones AME WDN Shelton ED ALTERATION	CALIFORNIA

vice indicated following the analoged instructions and cubmit ALL

. APPLICANT PR	OPOSING PRO	JECT			Fish & Game
Name	Guadalupe s.	Chavarria			JAN 2 0 2012
Business/Agency	Guadalupe s Chavarria				
Street Address	p.o. box 1782				Yountville
City, State, Zip	Windsor Ca 9	5492			
Telephone		(707) 799-5432	Fax	(7	707) 838-9161
Email	gschavarria1@	ฏyahoo.com			
. CONTACT PER	SON (Complete	only if different from applic	cant)		
Name	same as applica	ant			
Street Address					
City, State, Zip					
Telephone			Fax		

Emall					
	INER (Complete	only if different from appli	cant)		
PROPERTY OW	/NER (<i>Complete</i> Yountville Viney		cant)		
PROPERTY OW		vards LLC	cant)		
. PROPERTY OW Name Street Address	Yountville Viney	vards LLC In	cant)		
. PROPERTY OW Name Street Address City, State, Zip	Yountville Viney 1291 Zinfandel	vards LLC In	cant)	(7	707) 963-3531
. PROPERTY OW Name Street Address City, State, Zip Telephone	Yountville Viney 1291 Zinfandel	vards LLC In 4574 (707) 963-2134		(7	707) 963-3531
. PROPERTY OW Name Street Address City, State, Zip Felephone Email	Yountville Viney 1291 Zinfandel St Helena Ca 94 dave@deldottov	vards LLC In 4574 (707) 963-2134 vineyards.com		(7	707) 963-3531
Name Street Address City, State, Zip Felephone Email	Yountville Viney 1291 Zinfandel St Helena Ca 94 dave@deldottov	vards LLC In 4574 (707) 963-2134 vineyards.com		(7	707) 963-3531
. PROPERTY OW Name Street Address City, State, Zip Felephone Email	Yountville Viney 1291 Zinfandel St Helena Ca 94 dave@deldottov	vards LLC In 4574 (707) 963-2134 vineyards.com	Fax	(7	707) 963-3531
Name Street Address City, State, Zip Felephone Email PROJECT NAM A. Project Name	Yountville Viney 1291 Zinfandel St Helena Ca 94 dave@deldottov	vards LLC In 4574 (707) 963-2134 vineyards.com MENT TERM	Fax	(7	707) 963-3531
PROPERTY OWName Street Address City, State, Zip Felephone Email PROJECT NAM A. Project Name B. Agreement Ter	Yountville Viney 1291 Zinfandel St Helena Ca 94 dave@deldottov	vards LLC In 4574 (707) 963-2134 vineyards.com MENT TERM ☑ Regular (5 years or le	Fax ss) an 5 years)	(7	
Email PROPERTY OW Name Street Address City, State, Zip Telephone Email PROJECT NAM A. Project Name B. Agreement Ter C. Project Term Beginning (year)	Yountville Viney 1291 Zinfandel St Helena Ca 94 dave@deldottov	vards LLC In 4574 (707) 963-2134 vineyards.com MENT TERM ☑ Regular (5 years or le. ☐ Long-term (greater the.) ☐ D. Seasonal Work	Fax ss) an 5 years) Period	Oate (month/day)	(07) 963-3531 E. Number of Work Day

Che	ck the applicable box. If box B, C, D, or E i	s checked, complet	e the specified att	achment.	
A.	☑ Standard (Most construction projects,	excluding the categ	ories listed below)		
В.	Gravel/Sand/Rock Extraction (Attachn	nent A)	Mine I.D. Numbe	er:	
C.	☐ Timber Harvesting (Attachment B)		THP Number: _	***************************************	
D.	☐ Water Diversion/Extraction/Impoundm	ent (<i>Attachment C</i>)	SWRCB Numbe	er:	
E.	☐ Routine Maintenance (Attachment D)				
F.	☐DFG Fisheries Restoration Grant Prog	ıram (FRGP)	FRGP Contract	Number:	
G.	☐ Master				
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	······································	***************************************		
6. FI	ase see the current fee schedule to determi				the state of the s
H. 6. FI	EES	ine the appropriate i	notification fee. Ite	emize each project's	estimated cost
6. Fl Plea and	EES ase see the current fee schedule to determic corresponding fee. <i>Note: The Department</i> A. Projec	may not process thi	s notification until	B. Project Cost	een received. C. Project Fee
6. FI Plea and	EES ase see the current fee schedule to determic corresponding fee. Note: The Department	may not process thi	s notification until	the correct fee has be	een received.
6. Fl Plea and	EES ase see the current fee schedule to determic corresponding fee. <i>Note: The Department</i> A. Projec	may not process thi	s notification until	B. Project Cost	een received. C. Project Fee
6. FI Plea and 1	EES ase see the current fee schedule to determic corresponding fee. <i>Note: The Department</i> A. Projec	may not process thi	s notification until	B. Project Cost	een received. C. Project Fee
6. FI Plea and 1 2	EES ase see the current fee schedule to determic corresponding fee. <i>Note: The Department</i> A. Projec	may not process thi	s notification until	B. Project Cost \$22,500.00 D. Base Fee (if applicable)	een received. C. Project Fee
6. FI Plea and 1 2 3 4	EES ase see the current fee schedule to determic corresponding fee. <i>Note: The Department</i> A. Projec	may not process thi	s notification until	B. Project Cost \$22,500.00 D. Base Fee	een received. C. Project Fee
6. FI Plea and 1 2 3 4 5	EES ase see the current fee schedule to determic corresponding fee. <i>Note: The Department</i> A. Projec	may not process thit t culverts. install 3 a	rch culv bridges	D. Base Fee (if applicable) E. TOTAL FEE ENCLOSED	\$560.25 \$560.25 \$560.25
6. FI Plea and 1 2 3 4 5	ase see the current fee schedule to determine corresponding fee. Note: The Department A. Project swale revegetation, removal of existing RIOR NOTIFICATION OR ORDER las a notification previously been submitted	may not process thit t culverts. install 3 a	rch culv bridges	D. Base Fee (if applicable) E. TOTAL FEE ENCLOSED	\$560.25 \$560.25 \$560.25

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describe the circumstances relating to the order.)

person who directed the applicant to submit this notification and the agency he or she represents, and

☐ Continued on additional page(s)

8. PROJECT LOCATION

A. Address or descri		•						
(Include a map tha directions from a n			oject wit	h a referei	nce to	the nearest city	or town, and	provide driving
7466 hwy 29 Yountvil	le CA		agenda ang Marakaga da di Barana ang ang ang ang ang ang ang ang ang	and the second s		AND	55 YANA A MA RE- SEAL AND A SANGER AND A SAN	
The project is a future of Yountville CA. The The main winery will be located on the from south to north intimpacted is 365 feet. the olive tree orchard.	project is a be located of the flat area to the Napa The curren	ccessed from Hwy on the side of the h that has an existir River. The swale	29. It in that hing vineyadrains a	is just sout as both na ard with a approximat	th of thative greside	ne intersection or rass/oak lands ence. At the ba 8 acres. The s	of Yount Mill r and an olive o use of the hill i wale the leng	oad and hwy 29. orchard. The parking is a swale that runs th of the swale
	· · · · · · · · · · · · · · · · · · ·						☐ Continue	d on additional page(s)
B. River, stream, or la	<u> </u>	(a) ((a a a a	Unname		- D!			
C. What water body is	***************************************	AND THE RESERVE OF THE PARTY OF			a Rive	er	·····	Martin and the state of the sta
D. Is the river or strea state or federal Wi			roject list	ted in the		□Yes	☑ No	Unknown
E. County Napa								
F. USGS 7.5 Minute 0	Quad Map N	Vame		G. Towns	hip	H. Range	I. Section	J. 1/4 Section
	Rutherfor	d		7n		5w	36	ne
				Constitution of the second of				
	<u></u>							
		attagan a para para para para para para para			·			
							☐ Continue	d on additional page(s)
K. Meridian (check on	ıe)	□Humboldt	☑ Mt. D	Diablo 🗀	San I	Bernardino		
L. Assessor's Parcel I	Number(s)				· • • • • • • • • • • • • • • • • • • •			
031-120-026	400-00-00-00-00-00-00-00-00-00-00-00-00-		ikaca _ Jiʻo qoʻqik objeqilishining milakin u sumblad				☐ Continue	d on additional page(s)
M. Coordinates (If ava	allable, prov	ride at least latitude	e/longitu	ide or UTN	1 coor	dinates and che	eck appropria	te boxes)
	Latitude:	122 2			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	itude:	38 2	
Latitude/Longitude	1.7	Degrees/Minutes	/Second	ls [] Dec	imal Degrees	□Deci	mal Minutes
UTM	Easting:		Northir	ng:	, gamagana a gambambin ya sayab	***************************************	□Zon	e 10
Datum used for Latitu	de/Longitud	le or UTM		☑ NA	D 27		NAD 83 o	r WGS 84

9. PROJECT CATEGORY AND WORK TYPE (Check each box that applies)

PROJECT CATEGORY	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR/MAINTAIN EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring			
Bank stabilization – rip-rap/retaining wall/gabion			
Boat dock/pier			
Boat ramp			
Bridge			
Channel clearing/vegetation management			
Culvert			
Debris basin			
Dam		П	
Diversion structure – weir or pump intake			
Filling of wetland, river, stream, or lake			
Geotechnical survey			
Habitat enhancement – revegetation/mitigation	Ø	Ø	
Levee			
Low water crossing			
Road/trail			
Sediment removal – pond, stream, or marina			
Storm drain outfall structure			
Temporary stream crossing	П		
Utility crossing: Horizontal Directional Drilling			
Jack/bore			
Open trench			
Other (specify):			

10, PROJECT DESCRIPTION

A. Describe the project in detail. Photographs of the project location and immediate surrounding area should be included. - Include any structures (e.g., rip-rap, culverts, or channel clearing) that will be placed, built, or completed in or near the stream, river, or lake. - Specify the type and volume of materials that will be used. - If water will be diverted or drafted, specify the purpose or use. Enclose diagrams, drawings, plans, and/or maps that provide all of the following: site specific construction details; the dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; an overview of the entire project area (i.e., "bird's-eye view") showing the location of each structure and/or activity, significant area features, and where the equipment/machinery will enter and exit the project area. * The main winery will be located on the side of the hill that has both native grass/oak lands and an olive orchard. The surrounding areas North wooded grassland with a residence and Yount Mill Road. South wooded area with a residence. West exisiting vineyard with a residence. East wooded grassland on a slope * The parking lot will be located on the flat area that has an existing vineyard with a residence. At the base of the hill is a swale that runs from south to north into the Napa River. The swale drains approximately 128 acres. The swale the length of the swale impacted is 365 feet. The current riparian areas on both sides of the this segment of the swale are bare with the exception of the olive tree orchard. There are two culverts in the swale 25' and 72' in length. These culverts will be removed and replaced with 3 arch culvert bridges installed on the banks of existing swale. * Earth movement within the swale is estimated of less than 50 cv vards. Swale sides will be set at no less that 2:1. Future bridge footings will be installed outside of the banks of the swale. * no water will diverted since the work will be done during the dry season (no water in the creek). reference: Aerial photo, revegetation plan and description. Continued on additional page(s) B. Specify the equipment and machinery that will be used to complete the project. Hand augers, hand spray pump, crane, backhoe, trencher, tractor and pick trucks Continued on additional page(s) C. Will water be present during the proposed work period (specified in box 4.D) in ☐ Yes No (Skip to box 11) the stream, river, or lake (specified in box 8.B). Yes (Enclose a plan to divert water around work site) D. Will the proposed project require work in the wetted portion of the channel? □No

11. PROJECT IMPACTS

	nd bank of the river, stream, or lake, and t lons in length (linear feet) and area (squan I be moved, displaced, or otherwise distur	e feet or acres) and the type and
The removal of about 92 lineal feet of culver replanted. 3 new arch culvert bridges will concrete and erosion control Revegetation will involve removing himalays about a ground account liberal planted.	installed on the banks. This will involve for	oting excavation, forming, pouring
shrubs and ground cover will be planted		Continued on additional page(s)
B. Will the project affect any vegetation?	☑ Yes (Complete the tables below)] No
Vegetation Type	Temporary Impact	Permanent Impact
Himalayan blackberry	Linear feet: 280 Total area: 2,000	Linear feet: 0 Total area:
	Linear feet: Total area:	Linear feet: Total area:
Tree Species	Number of Trees to be Removed	Trunk Diameter (range)
n/a		
		Continued on additional page(s)
C. Are any special status animal or plant s near the project site?	pecies, or habitat that could support such	
☐Yes (List each species and/or describ	pe the habitat below) 🛮 🗸 No	Unknown
		☐ Continued on additional page(s)
D. Identify the source(s) of information that	supports a "yes" or "no" answer above in	Box 11.C.
data search for quad map rutherford. cnddb db for lands for preserves	- for species	☐ ☐Continued on additional page(s)
E. Has a biological study been completed t	for the project site?	LIOUNIMUSA ON AVAILIONAL PAGO(5)
☐Yes (Enclose the biological study)	☑No	one one in the contract of the particular properties are contracted and the contract and an experience of the contract of the
Note: A biological assessment or study n	nay be required to evaluate potential proje	ect impacts on biological resources.
F. Has a hydrological study been complete		
☑Yes (Enclose the hydrological study)	□ No	
	mation on site hydraulics (e.g., flows, char evaluate potential project impacts on hyd	

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12. MEASURES TO PROTECT FISH, WILDIFE, AND PLANT RESOURCES

A. Describe the techniques that will be used to prevent sediment from entering watercourses during and after construction
 Removal of blackberries shall be done during the wet season Existing trees on the south side shall be protected with tree fencing Removal of culverts shall be done during the dry summer months Channel shaping shall be done during the summer months Installation of culverts shall be installed during the summer months
Continued on additional page(s,
B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.
Installation of erosion control measures shall be used for all disturbed soils or controlled irrigation shall be used to propagate trees, shrubs and ground cover.
all incidental bebris that falls into the creek shall be removed by hand
Continued on additional page(s,
C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.
Mitigation for installing three arch bridge culverts shall be as follows
1. Remove 92 If of existing culvert out of the existing channel
2. Designate 15' and 25' set backs along the swale project area
3. Plant trees, shrubs and ground cover within the proposed set backs. area setback
EAST 4,766 sf 15
WEST 7,247 sf 25
total 12 013 sf
Continued on additional page(s)
13. PERMITS
List any local, state, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.
B. arch bridge Applied Issued
C Applied Issued
D. Unknown whether local, state, or federal permit is needed for the project. (Check each box that applies)
☐ Continued on additional page(s,

14. ENVIRONMENTAL REVIEW

National Environmental Species Act (ESA)?	ument been prepared for the pr I Protection Act (NEPA), Califor			nmental Quality Act (CEQA), and/or federal Endangered	
☑Yes (Check the box for	or each CEQA, NEPA, CESA, and	ESA document that	has been prepared a	nd enclose a copy of each)	
□ No (Check the box fo	or each CEQA, NEPA, CESA, and	ESA document listed	below that will be or	is being prepared)	
☐ Notice of Exemption ☐ Mitigated Negative Declaration		□NEPA document (type):			
☐ Initial Study	☐ Environmental Impac	☐ Environmental Impact Report		CESA document (type):	
☑ Negative Declaration	n ☐ Notice of Determinat	ion <i>(Enclose)</i>	☐ ESA documen	t (<i>type</i>):	
☐THP/ NTMP	☐ Mitigation, Monitoring	g, Reporting Plan			
B. State Clearinghouse No	ımber (<i>if applicable</i>)	· · · · · · · · · · · · · · · · · · ·			
C. Has a CEQA lead agen	cy been determined?	Yes (Complete box	(es D, E, and F)	□No (Skip to box 14.G)	
D. CEQA Lead Agency		napa county			
E. Contact Person	john mcdowel dpty planni	ng dir F. Tele	ephone Number	(707) 253-4417	
G. If the project described	in this notification is part of a la	rger project or pla	n, briefly describe t	hat larger project or plan.	
The main winery will be loca The parking lot will be loca	ery that has been approved by the cated on the side of the hill that ted on the flat area that has an as shown on the revegetation	has both native gra existing vineyard v	ass/oak lands and a	an olive orchard.	
Li Hao an anvironmental f	illing for (Figh and Come Code	agetten 744 A) had		Continued on additional page(s)	
	iling fee (Fish and Game Code	وفاف دواه في المستحدد وفاق المستحدد والمناسبة			
☐ Yes (Enclose proof o	of payment)	No (<i>Briefly explair</i>		Continued on additional page(s)	
Yes (Enclose proof of The initial ceqa document of		No (<i>Briefly explair</i> I game	n below the reason	a filing fee has not been paid)	
☐ Yes (Enclose proof of The initial ceqa document of Note: If a filing fee is requi	of payment)	No (<i>Briefly explair</i> I game	n below the reason	a filing fee has not been paid)	
☐ Yes (Enclose proof of The initial ceqa document of Note: If a filing fee is required is paid.	of payment)	No (<i>Briefly explair</i> I game	n below the reason	a filing fee has not been paid)	
☐ Yes (Enclose proof of The initial ceqa document of Note: If a filling fee is required is paid. 15. SITE INSPECTION Check one box only. ☐ In the event the Deparepresentative to ent	of payment)	No (<i>Briefly explain</i> I game nalize a Lake or Standard nspection is necesed to described in this	reambed Alteration sary, I hereby authorotification will tak	a filing fee has not been paid) Agreement until the filing fee orize a Department e place at any	

Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)? Yes (Please enclose the information via digital media with the completed notification form) No 17. SIGNATURE I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611. Signature of Applicant or Applicant's Authorized Representative Date Date

