# "A"

# **Appeal Packet**







#### NAPA COUNTY CLERK OF THE BOARD'S OFFICE 1195 Third Street, Suite 310, Napa, California, 94559 (707) 253-4580

MAY 24 2024

NAPA COUNTY MR.

#### A Tradition of Stewardship A Commitment to Service

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

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

	TED BY APPELLANT or print legibly)		
Action Being Appealed: Denial of Winery Use Permit application	cation P20-00079-UP		
Permittee Name: Hayes Drumwright c/o Rob Anglin			
Permittee Address: 1455 1st St., Suite 217	Napa	CA	94559
	City	State	Zip
Project Site Address/Location (if different from Per	mittee Address): St. Helena	CA	94559
407 Crystal Springs Road  No Street	City	State	Zip
Assessor's Parcel No.: 021-410-013 & 021-372-001			
Permit Number: P20-00079-UP	_ Date of Decision:	May 1, 2024	
Nature of Permit or Decision: Denial of Winery Use Permit ap	olication P20-00079-UP		
Nature of Permit of Decision.			
Appellant's Name: Hayes Drumwright c/o Rob Anglin			
Appellant's legal status (check one): Individual Individual on behalf of unofficial organization (e.g., Specify organization name:	Corporation/regineighborhood group,	stered nonprofi special interest	t group, etc.)
Telephone #: (707) 927-4274	Fax #: () _676-43	382	
E-Mail Address: anglin@htralaw.com			
Mailing Address: 1455 1st St., Suite 217	Napa	CA	94559
Mailing Address: 1455 1st St., Suite 217  No. Street	Napa City	CA State	94559 Zip
Mailing Address: 1455 1st St., Suite 217  No. Street  Appellant's Qualification as Interested Person:  Project Applicant			
Appellant's Qualification as Interested Person:			
Appellant's Qualification as Interested Person:  Project Applicant  project applicant, adjacent property owner, other (describe)  Primary Point(s) of Contact for Appellant:		State	Zip contact
Appellant's Qualification as Interested Person:  Project Applicant  project applicant, adjacent property owner, other (describe)  Primary Point(s) of Contact for Appellant:  and w  Contact # 1 Name: Rob Anglin	city heck here if Appellar ill be the prehearing	State	Zip contact
Appellant's Qualification as Interested Person:  Project Applicant  project applicant, adjacent property owner, other (describe)  Primary Point(s) of Contact for Appellant:   Contact # 1 Name: Rob Anglin  Telephone # (707) 927-4274	city  Theck here if Appellar	State nt is sole point conference re	zip of contact presentative
Appellant's Qualification as Interested Person:  Project Applicant  project applicant, adjacent property owner, other (describe)  Primary Point(s) of Contact for Appellant:  Contact # 1 Name:  Rob Anglin  Telephone # (707 ) 927-4274  Mailing Address: 1455 1st St., Suite 217	city heck here if Appellar ill be the prehearing	State	Zip contact
Appellant's Qualification as Interested Person:  Project Applicant  project applicant, adjacent property owner, other (describe)  Primary Point(s) of Contact for Appellant:   Contact # 1 Name: Rob Anglin  Telephone # (707) 927-4274	City  Check here if Appellar ill be the prehearing of mail:    anglin@htralaw.com   Napa   City	nt is sole point conference rep CA State	z of contact presentative

Contact # 2 Name: Email:
Mailing Address:
Mailing Address:  No. Street City State Zip
Check here if this contact will be your representative at the prehearing conference
Attach additional sheet(s) for additional contacts if needed.
Reason for Appeal. Be specific – factual or legal basis for such grounds of appeal must be expressly stated or they are waived. At a minimum, you must include: (1) identification and description of the specific factual or legal determination(s) made as part of the decision that are the focus of the appeal; and (2) express assertion of all arguments, contentions, and facts that form the grounds for your appeal. If the basis of the appeal will be, in whole or in part, that there was a prejudicial abuse of discretion on the part of the approving authority, or that there was a lack of a fair and impartial hearing, this must be expressly stated. (attach additional sheets and/or supporting documentation if necessary)
Please see enclosed attachment to Appeal Packet
Are you appealing a decision relating to real property? (check one) Yes No If Yes, please ensure that you attach the required Ownership Report, including list of owners and Assessor's map page(s) as indicated on the Checklist.
Payment of required fees (check one):
* Pursuant to Napa County Code sec. 2.88.050, payment <u>must</u> be received by the Clerk of the Board no later than the 2 p.m. deadline.
Signature of Appellant Date Print Name)

#### ATTACHMENT TO APPEAL PACKET

Vida Valiente Winery Use Permit P20-00079-UP

**ACTION BEING APPEALED**: Planning Commission denial of winery use permit application based on condition of Crystal Springs Road, a public road.

PERMIT NUMBER: P20-00079-UP

PERMITTEE ADDRESS & SUBJECT PROPERTY: 407 Crystal Springs Road, St. Helena, CA 94574 (APNs 021-410-013, 021-372-001)

**NATURE OF PERMIT OR DECSISION**: Planning Commission denial of winery use permit application based on the conditions of Crystal Springs Road, a public road.

#### **INTRODUCTION**

Appellant<sup>1</sup> respectfully requests that the Board of Supervisors reverse the Planning Commission's 2-1 denial of the use permit application P20-00079-UP (the "Project"). The specific aspects being appealed are described below as separate grounds of appeal.

#### STANDARD OF REVIEW

"In hearing the appeal, the board shall exercise its independent judgment in determining whether the decision appealed was correct." The appeals before the Board are limited to the grounds raised by Appellant in the appeal packet. "[T]he decision of the board on appeal shall be based on a review of the documentary record and any extrinsic evidence submitted by the parties and allowed by the chair for good cause shown."

Appellant is the only "party" to this appeal. Appellant is not requesting *de novo* review or seeking to augment the record with extrinsic evidence. Pursuant to Napa County Code Chapter 2.88, the Board's review shall be based on the documentary record before the Planning Commission. Appellant reserves the right to provide further written argument and legal authority on this appeal subject to normal page limitations imposed by the Chair. Appellant also requests that the appeal proceed promptly to a hearing before the Board of Supervisors.

<sup>&</sup>lt;sup>1</sup> Hayes Drumwright is the Applicant and Appellant. Through a limited liability company, Hayes and Susanna Drumwright and Sam and Nancy Kaplan own the subject property.

<sup>&</sup>lt;sup>2</sup> Napa County Code ("NCC") §2.88.090(A).

<sup>&</sup>lt;sup>3</sup> NCC §2.88.050(A)(4).

<sup>&</sup>lt;sup>4</sup> NCC §2.88.090(B).

#### PLANNING COMMISSION DECISION

The Planning Commission's 2-1 decision to deny the Project was not documented with written findings. Commissioner Dameron's motion stated "that the Commission finds the project does not or cannot meet the required findings for the granting of a use permit, and the specific aspects of the project that are in conflict with the required findings are the substandard road [Crystal Springs Road] not meeting the State Fire Safe Code Regulations." This finding was echoed by Commissioner Brunzell's comments that "[w]hen I read the State Fire Safe standards, it says a road needs to be twenty-two feet wide, and that road isn't, so I think we need the Supervisors to clarify the policy again, but until that happens I can't support this."

The Commission's deliberations also made clear that the condition of Crystal Springs Road was the only impediment to the Project's approval. Commissioner Dameron stated "[i]f this project were proposed in a different location, such as the valley floor, I would be in full support."<sup>7</sup>

#### **GROUNDS OF APPEAL**

Appeal Ground #1

The Planning Commission decision is contrary to the Road and Street Standards adopted by the Board.

The Planning Commission incorrectly extended "access" under the Napa County Road and Street Standards (RSS) to include the public road. However, the ability to rewrite the RSS or the State Fire Safe Regulations, whatever the policy justification, does not reside with the Planning Commission. Because this finding is directly contrary to the adopted RSS, the Commission's decision was incorrect.

Napa County implements the State Fire Safe Regulations through adoption the RSS. The RSS do not apply retroactively but do apply to new construction.<sup>8</sup> Private roads serving more than four residences and roads serving winery uses must meet the RSS requirements on width, slope, and turning radii. The current RSS was adopted pursuant to Board of Supervisors Resolution 2023-59 approved on April 18, 2023.

The State Fire Safe Regulations do not define "access", but the RSS define "access" as the connection to the nearest public road. *This definition of access is the same that was certified by the Board of Forestry in 2019.* Practically speaking, the RSS requirements are not extended to public roads used by the general public that are maintained by Napa County.<sup>9</sup>

<sup>&</sup>lt;sup>5</sup> Commissioner Megan Dameron comments at 6:10:40 of the May 1, 2024 hearing video available online at http://napa.granicus.com/ViewPublisher.php?view\_id=3. In her motion, the "substandard road" she cited is Crystal Springs Road.

<sup>&</sup>lt;sup>6</sup> Commissioner Kara Brunzell comments at 6:08:13 of the May 1, 2024 hearing video.

<sup>&</sup>lt;sup>7</sup> Commissioner Megan Dameron deliberations at 6:00:33 of the May 1, 2024 hearing video.

<sup>&</sup>lt;sup>8</sup> Napa County 2023 Road and Street Standards § 2, page 2.

<sup>&</sup>lt;sup>9</sup> Napa County 2023 Road and Street Standards § 4, page 5.

The RSS definition of "access" is not an oversight or mistake. The Board carefully considered the definition of "access" and its application extensively in its meetings on February 28, 2023 and April 18, 2023. The definition of "access" specifically is highlighted in Board Resolution 2023-59 adopting the current RSS. In that Resolution, the Board expressly adopted the RSS definition of "access" and declared that the RSS reasonably applied the State Fire Safe Regulations. Between the Board's adoption of 2023-59 and the current date, there have been no changes to the RSS or to the State Fire Safe Regulations in Title 14.

Contrary to the express regulation adopted by the Board, the Planning Commission's decision creates a definition of "access" not included in the Fire Safe Regulations and then effectively extends the RSS definition of "access" to include the public road. The result is that Appellant would have to improve that public road to a twenty-foot width even where that public road is used mostly by others. The Commission's majority seemed persuaded by public commenters arguing that the Board's adoption of Resolution 2023-59 was incorrect. Various commenters described the Board as being "wrong" or "rogue" when it adopted the current RSS. The Planning Commission's decision ignores the RSS definition of "access" by requiring that "access" include Crystal Springs Road.

It is worth noting that the Project is fully compliant with the RSS as adopted. The Project meets the RSS standards to connection with the public road and does not include an exception from the RSS. Because the Commission lacks the ability to rewrite the RSS or the State Fire Safe Regulations, the Planning Commission's decision was incorrect.

## Appeal Ground #2 The Planning Commission's decision sets a precedent that private property owners must improve the public road.

The Planning Commission's decision is incorrect because it sets a precedent requiring improvement of the public road for applications triggering the RSS. Public Works Director Steve Lederer confirmed the precedential nature of the Commission's decisions when he testified that "[t]he Board has never turned down a project solely due to the road." The Board and the Board of Forestry has had opportunities to change the regulations for projects on substandard public roads, but neither has done that.

The Planning Commission's precedential decision extends beyond this Project and beyond wineries. The RSS is triggered by any new construction not associated with an existing building (e.g. ADUs) or by any road construction. The Commission's decision, if upheld by the Board, changes the RSS definition of "access" and creates a new definition of "access" under the State Fire Safe Regulations. Because this precedent has far-reaching effects in Napa County, the Planning Commission's decision is incorrect.

Attachment to Appeal Packet

3

<sup>&</sup>lt;sup>10</sup> See Traffic Impact Study dated September 7, 2021 and included as Attachment J to the Planning Commission's December 6, 2023 agenda.

<sup>&</sup>lt;sup>11</sup> Public Works Director Steve Lederer comments at 2:24:10 of the December 6, 2023 hearing video.

Crystal Springs Road is not unique in Napa County. Public Works Director Steve Lederer testified that many Napa County roads were built before any standards were adopted. Director Lederer noted that Napa County approved wineries on roads the same or worse than Crystal Springs Road. As Napa County Traffic Engineer Ahsan Kazmi testified, there are several county roads that are narrow with tight turns but Napa County has approved many wineries applications. <sup>13</sup>

While the focus of this appeal is a winery, Fire Marshal Jason Downs testified that defining access as being to the nearest public road "is more about residential redevelopment and the disaster recovery provisions that are within the Napa County Road and Street Standards" to allow homes to be rebuilt after a future fire. <sup>14</sup> Commission deliberations focused on part of Crystal Springs Road, but it's unclear to where the obligation to improve the public road would end under the Planning Commission's reasoning. Presumably, the Commission's definition of "access" would extend throughout the County's public road system.

## Appeal Ground #3 Imposing the cost of improving the public road disproportionately burdens the Appellant.

The record is clear that neighboring property owners use the Crystal Springs Road to drive to their homes, walk, and ride bikes. These property owners have vineyards that are harvested each year with trucks hauling the fruit to a winery. Also, neighbors' horses were cited by Commissioner Dameron as an existing use of the public road that could be unsafe in an evacuation. Directly across the street from the Project, an approved winery with twenty-five tastings per day is operating and using the public road. Notwithstanding all these existing uses of the public road, the Planning Commission places the entire burden of improving that public road on the Project. Far from being roughly proportional, there is no proportionality to placing this burden entirely on the Project.

This issue is not about saving the Appellant money as some opponents characterized it before the Commission. Instead, this is about fairly allocating responsibility for a road that is shared. County staff recognized the imbalance in asking the Appellant to improve the public road. "We feel it's unfair to ask the applicant to do the major improvement on any substandard roadway, to bear the cost of the entire neighborhood." The Commission's decision is incorrect because it places the fully burden of improving the public road on Appellant when Crystal Springs Road is used mostly by others. <sup>17</sup>

### Appeal Ground #4 Improvement of the existing public road is not a cost that any property owner could reasonably expect to be imposed.

By applying prospectively and defining access as connection to a public road, the RSS provides a reliable framework for road improvements. An applicant can expect requirements to improve

Attachment to Appeal Packet

<sup>&</sup>lt;sup>12</sup> Comments of Napa County Public Works Director Steve Lederer at 2:22:38 of the December 6, 2023 hearing video

<sup>&</sup>lt;sup>13</sup> Comments of Napa County Traffic Engineer Ahsan Kazmi at 30:20 of the December 6, 2023 hearing video.

<sup>&</sup>lt;sup>14</sup> Comments of Fire Marshall Jason Downs at 2:18:54 of the December 6, 2023 hearing video.

<sup>&</sup>lt;sup>15</sup> Commissioner Megan Dameron deliberations at 6:01:54 of the May 1, 2024 hearing video.

<sup>&</sup>lt;sup>16</sup> Comments of Napa County Traffic Engineer Ahsan Kazmi at 31:10 of the December 6, 2023 hearing video.

<sup>&</sup>lt;sup>17</sup> See Traffic Impact Study dated September 7, 2021 and included as Attachment J to the Planning Commission's December 6, 2023 agenda.

private roads (shared or used only by that property owner) but is not expected to improve public roads. The Planning Commission's decision imposes a duty to improve the public road. When purchasing the subject property, Appellant could not have anticipated that the Commission would impose a requirement to improve the public road. As Public Works Director Steve Lederer testified to the Commission, Napa County has never denied a winery project on the grounds that the public road is substandard. While the Board has had many opportunities to legislate on this question (including the "remote wineries" discussion mentioned by Director Lederer), the Board has not done so.

Any applicant seeking to build a residence, barn, winery, or other structure has expectations about the requirements that may be imposed. Those expectations are based on the laws, regulations, and adopted policies as written. To have a reasonable permitting process that provides due process and respects property rights, any property owner should be able to rely on these laws, regulations, and other written policies. As stated above, the Planning Commission's decision is directly contrary to the RSS, which effectively re-writes the rules during the hearing on the Project. For this reason, the Planning Commission's decision was incorrect.

### Appeal Ground #5 The Planning Commission decision is not based on substantial evidence.

Quasi-adjudicative decisions, including use permit decisions, must be supported by substantial evidence. For areas involving technical expertise, substantial evidence means the opinion of experts based on supporting facts. Speculation, dire predictions, and argument are not substantial evidence. The question of whether substantial evidence supports the findings is viewed in light of the entire record.

Many neighbors opposing the Project described evacuations during the Glass Fire at four o'clock in the morning. These Project opponents also described walking and teaching children to ride bikes on Crystal Springs Road. Crystal Springs Road also was portrayed as a road where speeders dragraced dangerously. Other opponents focsed on recouting the late-night evacuations during the Glass Fire without acknowledging that the Project's activities could not occur at that time. This conflicting testimony does not support a finding that the Project poses a safety threat for several reasons.

First, Napa County Fire Marshall Jason Downs testified that he personally responded to Crystal Springs Road during the Glass Fire, and his personal experience was that "[f]ire engine access was not an issue. Evacuations were done and conducted safely."<sup>22</sup> It is remarkable that the County's

<sup>&</sup>lt;sup>18</sup> California Code of Civil Procedure 1094.5. This contrasts with purely legislative decisions in which the Board is creating law. A quasi-adjudicative proceeding applies existing law to fact.

<sup>&</sup>lt;sup>19</sup> 14 Cal. Code Reg. §§15064(f)(5), 15384(a); *Joshua Tree Downton Business Alliance v. County of San Bernardino* (2016) 1 Cal.App5th 677, 691 (opinion of resident lawyer/business owner did not constitute substantial evidence because the commenter was not qualified to opine on whether the project would cause urban decay); *Jensen v. City of Santa Rosa* (2018) 23 Cal.App.5<sup>th</sup> 877, 894 (opinions rendered by nonexperts on noise impacts was not substantial evidence).

<sup>&</sup>lt;sup>20</sup> 14 Cal. Code Reg. §§15064(f), 15384(b).

<sup>&</sup>lt;sup>21</sup> SP Star Enterprises, Inc. v. City of Los Angeles (2009) 173 Cal.App.4<sup>th</sup> 459.

<sup>&</sup>lt;sup>22</sup> Comments of Napa County Fire Marshall Jason Downs at 33:10 of the December 6, 2023 hearing video.

fire safety expert was present during the Glass Fire and has firsthand knowledge of the emergency access and evacuations during that event. The fear and speculation of neighbors is outweighed by this expert testimony. Additionally, the Merus winery was operating on Crystal Spring Road during the Glass Fire. Merus is literally across the street from the Project, but that winery had no impact on emergency access or evacuations. This is because no one is sleeping at the winery unlike residences that may need to be evacuated.

Second, added conditions of approval would prohibit any visitation on red flag days or a PG&E Public Safety Power Shut-off (PSPS). Red flag days, based on objective weather conditions, and PSPS are declared when conditions increase fire danger. Opponent testimony ignored or discounted this aspect of the Project.

Third, all larger events (60 or 125 attendees) would be shuttled. Written and oral commentary opposing the winery also argued that guests at larger events of sixty (60 and 125 persons) would be unfamiliar with the road when evacuating in their personal vehicles. However, this "nightmare" scenario described by neighbor opponents of winery guests driving haphazardly away from the Project is not possible. Instead, professional drivers, which have not been enjoying wine, would drive guests away from the winery in the event of an emergency during days on which no red flag or PSPS is declared.

Lastly, the opposing testimony before the Planning Commission focused solely on road width as though road width is the only factor in fire safety. This focus ignores the significant amount of fire protection water that would be made available by the Project. As reflected in the conditions of approval, the California Fire Code requires hydrants and stored fire protection water, which will not be available without the Project. Some opponents to the Project testified that <u>residents sheltered at a nearby winery</u> during the Glass Fire. Rather than being a danger, a winery's parking, fire protection water, and truck turnaround provide a staging area for fire crew to aid evacuation and fight fires. The sole focus on road width also ignores the other measures being taken after the Glass Fire described by Fire Marshall Jason Downs on December 6, 2023.

Napa County Traffic Engineer Ahsan Kazmi testified "I don't see any significant impact on Crystal Springs Road because of the project." Fire Marshall Jason Downs testified that fire safety is about much more than road widths and that he considered the Project safe. The Planning Commission's reliance on neighbor fear and speculation does not provide support for denial, especially given the expert testimony supporting the Project. For this reason, the Planning Commission's decision was incorrect.

<sup>&</sup>lt;sup>23</sup> Comments of Napa County Traffic Engineer Ahsan Kazmi at 30:34 of the December 6, 2023 hearing video.



# CLTA Form No. 25 – Property Owner's Notice Guarantee

ISSUED BY

First American Title Insurance Company

Guarantee

GUARANTEE NUMBER

50077800-0001020e

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

#### FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

#### **GUARANTEES**

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Dated: 05/09/2024

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Vand P. P. S.

Lisa W. Cornehl, Secretary

For Reference:

File #: P-629809

Policy #: 50077800-0001020e

Issued By:

Placer Title Company

5 Financial Plaza, Suite 101

Napa, CA 94558

# Property Owner's Notice Guarantee SCHEDULE A

Order No.:

P-629809

Guarantee No.:

50077800-0001020e

Date of Guarantee:

May 9, 2024 at 8:00AM

Amount of Liability:

\$1,000.00

Premium:

\$500.00

1. Name of Assured:

County of Napa

#### 2. ASSURANCES:

- a. According to the last equalized Assessment Roll ("Assessment Roll") in the office of as of the Date of Guarantee
  - . The persons listed below as "Assessed Owner" are shown on the Assessment Roll as owning real property with 1000 feet of the land identified on the Assessment Roll as Assessor's Parcel Number(s): 021-410-013-000, 021-372-001-000
  - ii. The Assessor's Parcel Number and any addresses shown below are as shown on the Assessment Roll.

Issued By:

Placer Title Company 5 Financial Plaza Napa, CA 94558 Agent ID: 5416462

Authorized Countersignature

021-072-035-000 LAURA LEDEROUT ETAL TR ETAL PO BOX 83 SAINT HELENA CA 94574 021-072-036-000 ST HELENA HOSPITAL PO BOX 619135 ROSEVILLE CA 95661

021-072-038-000 SUSAN ACHTMAN & TIMOTHY BOWER 555 CRYSTAL SPRINGS RD ST HELENA CA 94574-9667 021-073-007-000 CHARLES SPIRING ETAL TR 825 WELLINGTON CRES WINNIPEG MB R3M 0A7 CANADA 021-073-008-000 JOSEPH W CARLSON 240 CAMBRIDGE AVE KENSINGTON CA 94708

021-371-001-000 ERIC E LOCHNER & DAVID A BECHER 440 CRYSTAL SPRINGS RD SAINT HELENA CA 94574 021-371-004-000 CELIA CUMMINGS TR PO BOX 622 ST HELENA CA 94574-0622 021-371-008-000 KENNETH P & DEBORAH L SHYVERS TR 484 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-371-009-000 GEORGE CALOYANNIDIS & CHRISTINE TITTEL TR 2202 DIAMOND MOUNTAIN RD CALISTOGA CA 94515-9637 021-371-010-000 JEFFREY R SMITH & CAROLYN A DURYEA 450 CRYSTAL SPRINGS RD SAINT HELENA CA 94574-9666 021-372-002-000 JOEL TOLLER TR 471 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-372-003-000 SUSAN JUDITH EISENBERG TR 481 CRYSTAL SPRINGS RD SAINT HELENA CA 94574 021-372-004-000 GEORGE & MELISA VICTORIA DOOLEY TR 499 CRYSTAL SPRINGS RD SAINT HELENA CA 94574-9666 021-410-012-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

021-410-016-000 FRANCOISE DEWAVRIN-WOLTNER 7663 MARKER RD SAN DIEGO CA 92130 021-410-017-000 RTB MANAGEMENT LLC 3468 SILVERADO TR SAINT HELENA CA 94574-9662 021-410-018-000 KENNETH A & TERRY BANKSON TR 3512 SILVERADO TR SAINT HELENA CA 94574

021-410-019-000 HUNNICUTT WINE COMPANY LLC 3524 SILVERADO TRL N SAINT HELENA CA 94574 021-410-037-000 DAVID EHREN JORDAN 3530 SILVERADO TRAIL SAINT HELENA CA 94574 021-410-038-000 GERRY R WORKING TR 401 CRYSTAL SPRINGS RD SAINT HELENA CA 94574 021-420-005-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366 021-420-019-000 CITY OF ST HELENA 1480 MAIN ST ST HELENA CA 94574-1854 021-420-020-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

021-420-021-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366 021-420-028-000 SAN GIORGIO VENTURES LLC 150 SUTTER ST UNIT 191 SAN FRANCISCO CA 94104-9006 021-420-040-000
VITE CRYSTAL SPRINGS
VINEYARDS LLC
1090 GALLERON RD
SAINT HELENA CA 94574

021-420-042-000 LEWIS SEILER TR 391 CRYSTAL SPRINGS RD SAINT HELENA CA 94574-9665 021-420-045-000 FOLEY FAMILY WINES INC 200 CONCOURSE BLVD SANTA ROSA CA 95403



Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions,
National Closing Solutions of Alabama, National Closing Solutions of Maryland,
North Idaho Title Insurance, Placer Title Insurance Agency of Utah,
Premier Reverse Closings, Premier Title Agency, Texas National Title,
Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow

#### NOTICE AT COLLECTION AND PRIVACY POLICY

Updated December 1, 2022

This Privacy Policy ("Policy") describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, "Mother Lode," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

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How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <a href="https://www.mlhc.com/privacy-policy">https://www.mlhc.com/privacy-policy</a>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit https://www.mlhc.com/privacy-policy.

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How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

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We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact Us privacy@mlhc.com or toll free at 1-877-626-0668

#### For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at <a href="www.mlhc.com/privacy-policy">www.mlhc.com/privacy-policy</a> or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at <a href="www.mlhc.com/privacy-policy">www.mlhc.com/privacy-policy</a> or by calling toll-free at 1-877-626-0668.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at <a href="www.mlhc.com/privacy-policy">www.mlhc.com/privacy-policy</a> or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at <a href="www.mlhc.com/privacy-policy">www.mlhc.com/privacy-policy</a> or by calling toll-free at 1-877-626-0668.

<u>Verification Process</u>. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

<u>Right of Non-Discrimination</u>. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, Mother Lode will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <a href="https://www.mlhc.com/privacy-policy">https://www.mlhc.com/privacy-policy</a>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <a href="https://www.mlhc.com/privacy-policy">https://www.mlhc.com/privacy-policy</a>.

#### GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.
Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow

Placer Title Co.
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

**Privacy Notice** 

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

How Do We Share Your Information? We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit https://www.firstam.com/privacy-policy/.

<u>How Do We Store and Protect Your Information?</u> The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

#### For California Residents

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Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

<u>Right of Deletion</u>. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

<u>Verification Process</u>. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

<u>Notice of Sale</u>. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

<u>Right of Non-Discrimination</u>. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in https://www.firstam.com/privacy-policy. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

<u>Notice of Disclosure</u>. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

#### **EXCLUSIONS FROM COVERAGE**

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

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

#### **GUARANTEE CONDITIONS**

#### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

#### 2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the

Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

#### 3. No Duty to Defend or Prosecute.

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

- 4. Company's Option to Defend or Prosecute
  Actions; Duty of Assured to Cooperate.
  Even though the Company has no duty to defend or
  prosecute as set forth in Paragraph 3 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the

#### **GUARANTEE CONDITIONS (continued)**

- defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

#### 5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to

examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

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

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

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

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

#### **GUARANTEE CONDITIONS (continued)**

#### 7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.
- 8. Reduction of Liability or Termination of Liability.
  All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

#### 9. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

#### 10. Subrogation Upon Payment or Settlement.

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

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any

person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

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

#### 11. Arbitration.

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

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

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

#### **GUARANTEE CONDITIONS (continued)**

#### 13. Severability

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

#### 14. Choice of Law; Forum

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

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

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

#### 15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

021-072-038-000 SUSAN ACHTMAN & TIMOTHY BOWER 555 CRYSTAL SPRINGS RD ST HELENA CA 94574-9667

021-371-001-000 ERIC E LOCHNER & DAVID A BECHER 440 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-371-009-000 GEORGE CALOYANNIDIS & CHRISTINE TITTEL TR 2202 DIAMOND MOUNTAIN RD CALISTOGA CA 94515-9637

021-372-003-000 SUSAN JUDITH EISENBERG TR 481 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-410-016-000 FRANCOISE DEWAVRIN-WOLTNER 7663 MARKER RD SAN DIEGO CA 92130

021-410-019-000 HUNNICUTT WINE COMPANY LLC 3524 SILVERADO TRL N SAINT HELENA CA 94574

021-420-005-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

021-420-021-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

021-420-042-000 LEWIS SEILER TR 391 CRYSTAL SPRINGS RD SAINT HELENA CA 94574-9665 021-072-035-000 LAURA LEDEROUT ETAL TR ETAL PO BOX 83 SAINT HELENA CA 94574

021-073-007-000 CHARLES SPIRING ETAL TR 825 WELLINGTON CRES WINNIPEG MB R3M 0A7 CANADA

021-371-004-000 CELIA CUMMINGS TR PO BOX 622 ST HELENA CA 94574-0622

021-371-010-000 JEFFREY R SMITH & CAROLYN A DURYEA 450 CRYSTAL SPRINGS RD SAINT HELENA CA 94574-9666

021-372-004-000 GEORGE & MELISA VICTORIA DOOLEY TR 499 CRYSTAL SPRINGS RD SAINT HELENA CA 94574-9666

021-410-017-000 RTB MANAGEMENT LLC 3468 SILVERADO TR SAINT HELENA CA 94574-9662

021-410-037-000 DAVID EHREN JORDAN 3530 SILVERADO TRAIL SAINT HELENA CA 94574

021-420-019-000 CITY OF ST HELENA 1480 MAIN ST ST HELENA CA 94574-1854

021-420-028-000 SAN GIORGIO VENTURES LLC 150 SUTTER ST UNIT 191 SAN FRANCISCO CA 94104-9006

021-420-045-000 FOLEY FAMILY WINES INC 200 CONCOURSE BLVD SANTA ROSA CA 95403 021-072-036-000 ST HELENA HOSPITAL PO BOX 619135 ROSEVILLE CA 95661

021-073-008-000 JOSEPH W CARLSON 240 CAMBRIDGE AVE KENSINGTON CA 94708

021-371-008-000 KENNETH P & DEBORAH L SHYVERS TR 484 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-372-002-000 JOEL TOLLER TR 471 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-410-012-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

021-410-018-000 KENNETH A & TERRY BANKSON TR 3512 SILVERADO TR SAINT HELENA CA 94574

> 021-410-038-000 GERRY R WORKING TR 401 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-420-020-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

021-420-040-000 VITE CRYSTAL SPRINGS VINEYARDS LLC 1090 GALLERON RD SAINT HELENA CA 94574

021-072-038-000 SUSAN ACHTMAN & TIMOTHY BOWER 555 CRYSTAL SPRINGS RD ST HELENA CA 94574-9667

021-371-001-000 ERIC E LOCHNER & DAVID A BECHER 440 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-371-009-000 GEORGE CALOYANNIDIS & CHRISTINE TITTEL TR 2202 DIAMOND MOUNTAIN RD CALISTOGA CA 94515-9637

021-372-003-000 SUSAN JUDITH EISENBERG TR 481 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-410-016-000 FRANCOISE DEWAVRIN-WOLTNER 7663 MARKER RD SAN DIEGO CA 92130

021-410-019-000 HUNNICUTT WINE COMPANY LLC 3524 SILVERADO TRL N SAINT HELENA CA 94574

021-420-005-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

021-420-021-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

021-420-042-000 LEWIS SEILER TR 391 CRYSTAL SPRINGS RD SAINT HELENA CA 94574-9665 021-072-035-000 LAURA LEDEROUT ETAL TR ETAL PO BOX 83 SAINT HELENA CA 94574

021-073-007-000 CHARLES SPIRING ETAL TR 825 WELLINGTON CRES WINNIPEG MB R3M 0A7 CANADA

021-371-004-000 CELIA CUMMINGS TR PO BOX 622 ST HELENA CA 94574-0622

021-371-010-000 JEFFREY R SMITH & CAROLYN A DURYEA 450 CRYSTAL SPRINGS RD SAINT HELENA CA 94574-9666

021-372-004-000 GEORGE & MELISA VICTORIA DOOLEY TR 499 CRYSTAL SPRINGS RD SAINT HELENA CA 94574-9666

021-410-017-000 RTB MANAGEMENT LLC 3468 SILVERADO TR SAINT HELENA CA 94574-9662

021-410-037-000 DAVID EHREN JORDAN 3530 SILVERADO TRAIL SAINT HELENA CA 94574

021-420-019-000 CITY OF ST HELENA 1480 MAIN ST ST HELENA CA 94574-1854

021-420-028-000 SAN GIORGIO VENTURES LLC 150 SUTTER ST UNIT 191 SAN FRANCISCO CA 94104-9006

021-420-045-000 FOLEY FAMILY WINES INC 200 CONCOURSE BLVD SANTA ROSA CA 95403 021-072-036-000 ST HELENA HOSPITAL PO BOX 619135 ROSEVILLE CA 95661

021-073-008-000 JOSEPH W CARLSON 240 CAMBRIDGE AVE KENSINGTON CA 94708

021-371-008-000 KENNETH P & DEBORAH L SHYVERS TR 484 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-372-002-000 JOEL TOLLER TR 471 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-410-012-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

021-410-018-000 KENNETH A & TERRY BANKSON TR 3512 SILVERADO TR SAINT HELENA CA 94574

> 021-410-038-000 GERRY R WORKING TR 401 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-420-020-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

021-420-040-000 VITE CRYSTAL SPRINGS VINEYARDS LLC 1090 GALLERON RD SAINT HELENA CA 94574

021-072-038-000 SUSAN ACHTMAN & TIMOTHY BOWER 555 CRYSTAL SPRINGS RD ST HELENA CA 94574-9667

021-371-001-000 ERIC E LOCHNER & DAVID A BECHER 440 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-371-009-000 GEORGE CALOYANNIDIS & CHRISTINE TITTEL TR 2202 DIAMOND MOUNTAIN RD CALISTOGA CA 94515-9637

021-372-003-000 SUSAN JUDITH EISENBERG TR 481 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

021-410-016-000 FRANCOISE DEWAVRIN-WOLTNER 7663 MARKER RD SAN DIEGO CA 92130

021-410-019-000 HUNNICUTT WINE COMPANY LLC 3524 SILVERADO TRL N SAINT HELENA CA 94574

021-420-005-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

021-420-021-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

021-420-042-000 LEWIS SEILER TR 391 CRYSTAL SPRINGS RD SAINT HELENA CA 94574-9665 021-072-035-000 LAURA LEDEROUT ETAL TR ETAL PO BOX 83 SAINT HELENA CA 94574

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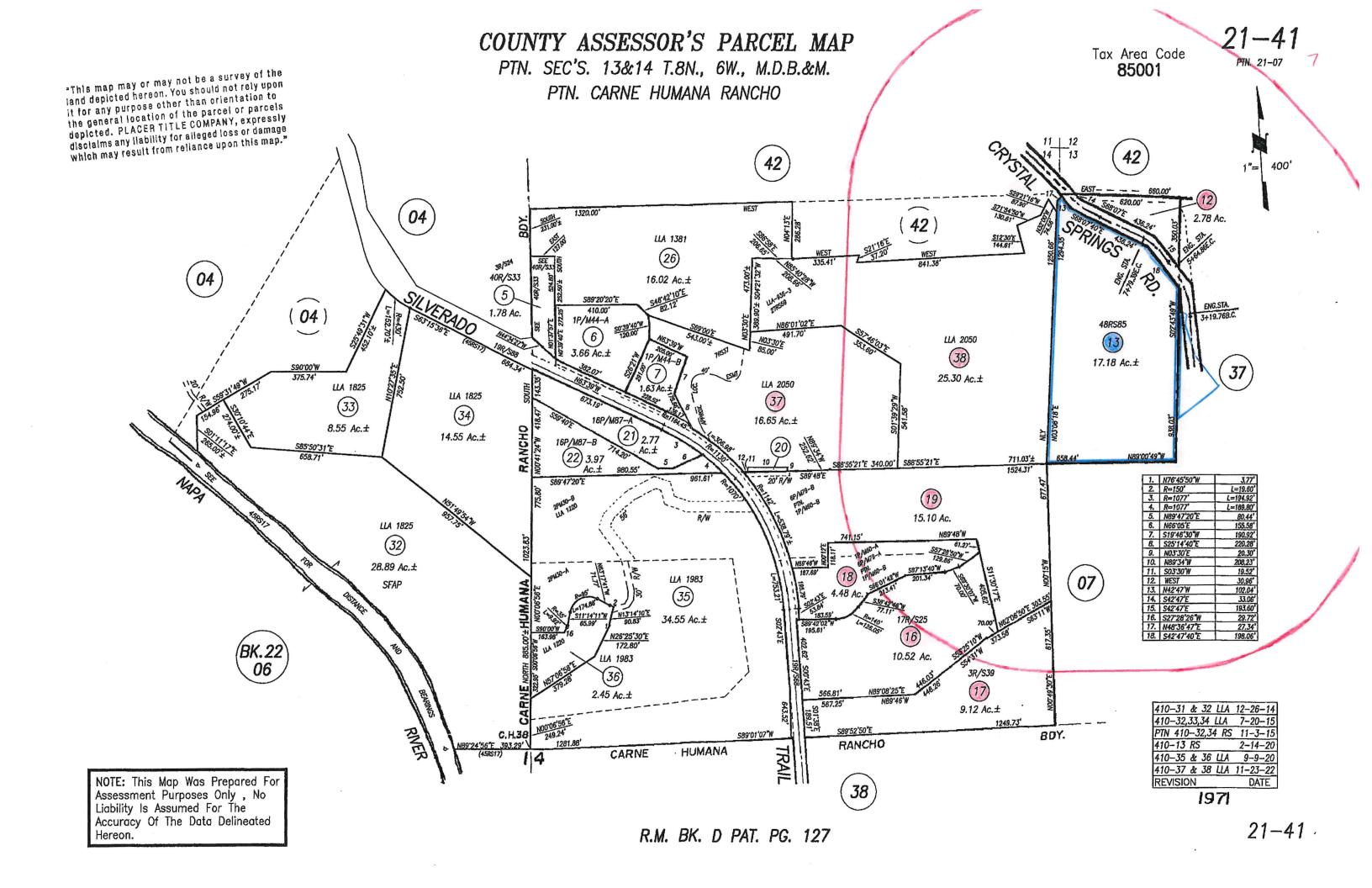
021-410-012-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

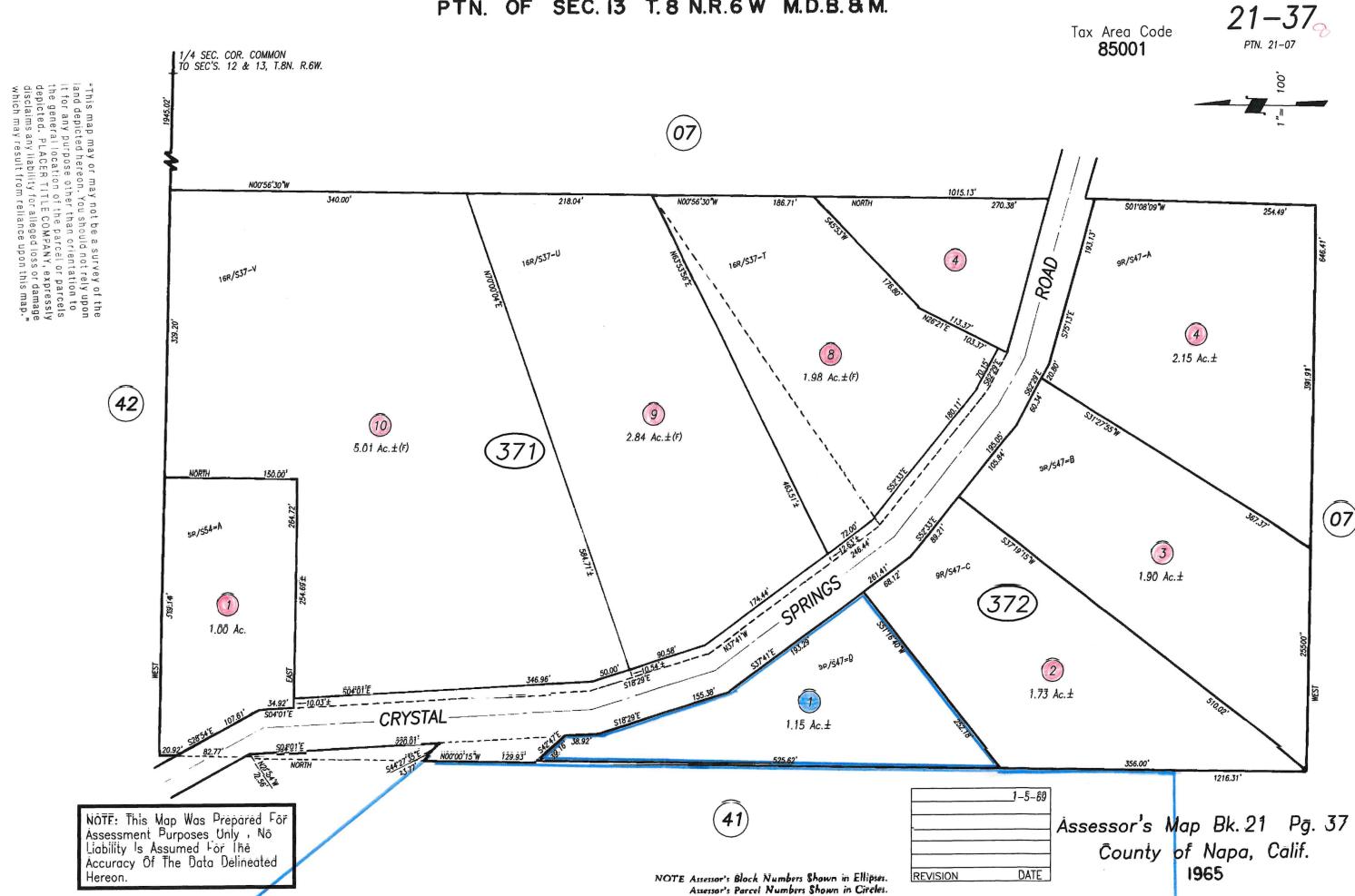
021-410-018-000 KENNETH A & TERRY BANKSON TR 3512 SILVERADO TR SAINT HELENA CA 94574

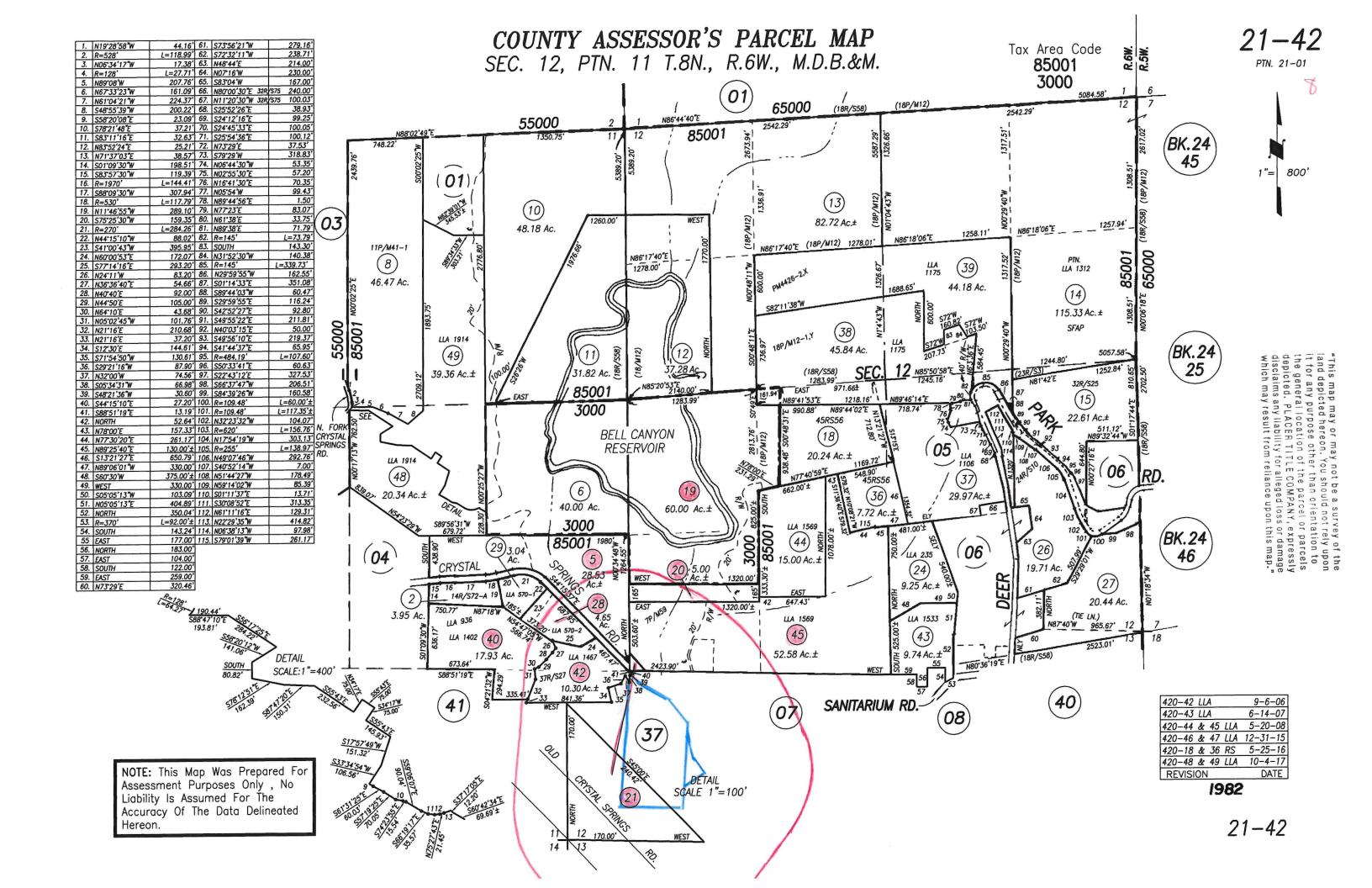
> 021-410-038-000 GERRY R WORKING TR 401 CRYSTAL SPRINGS RD SAINT HELENA CA 94574

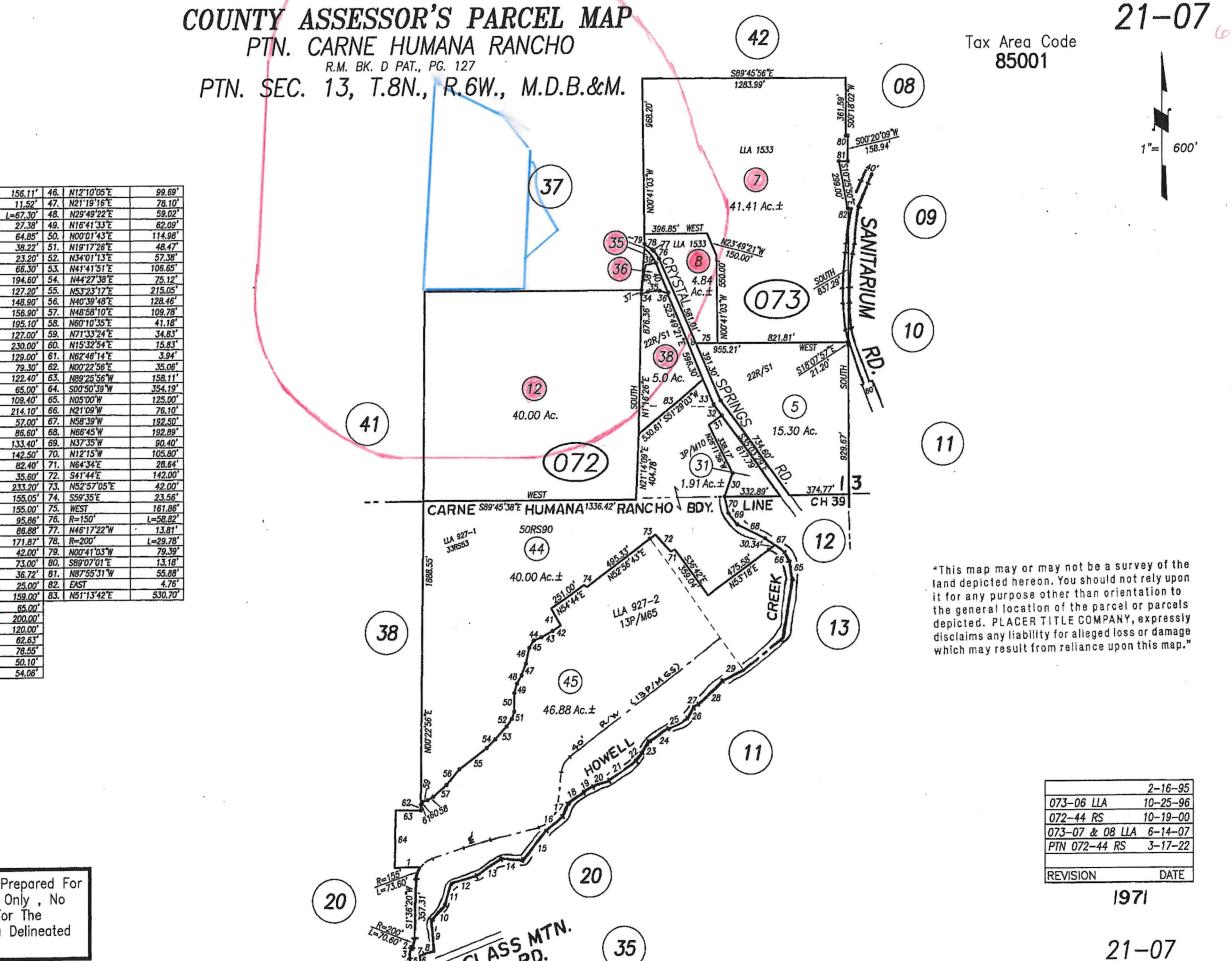
021-420-020-000 CITY OF ST HELENA 1088 COLLEGE AVE SAINT HELENA CA 94574-1366

021-420-040-000 VITE CRYSTAL SPRINGS VINEYARDS LLC 1090 GALLERON RD SAINT HELENA CA 94574









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

1. N89'23'05"E 2. S22'14'55"W

3. R=140' 4. S05'17'40"E

5. S67'03'50'W

6. N00'22'56'E
7. N43'38'E
8. N77'47'E
9. N04'13'W
10. N43'04'E
11. N16'23'E

12. N74'03'E 13. N55'39'E 14. S85'43'E 15. N37'51'E 16. N48'59'E 17. N2Z'34'E

18. N56'00'E 19. N55'21'E

20. N69'49'E 21. N55'23'E

22. N35'55'E 23. N30'02'E

24. N54'12'E

25, N63'39'E 26, N30'47'E 27, N58'43'E

28. N46'23'E 29. N62'53'E 30. N18'20'E

N55°21°55″E N34°36′43″W

33. N22'42'04"W 34. N69'14'03"E

35. N86'44'03"E 36. S72'15'57"E 37. NORTH

38. N09<sup>-</sup>15<sup>-</sup>E 39. N80<sup>-</sup>15<sup>-</sup>E

40. S22'15'E 41. N29'23'W

42. N55'39'04"E

43. N60'40'43"