

Exhibit E-1



VINEYARD DESIGN
EROSION CONTROL
WATER DEVELOPMENT
DRAINAGE
PERMITTING
GPS/GIS

2800 Jefferson Street
Napa, California 94558
707-253-1806
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MEMORANDUM

March 11th, 2025

To: Don Barella, Napa County Planning, Building, and Environmental Services

From: Matthew S. Bueno, P.E.

Subject: #P24-00213-ECPA – Wappo Track I ECP - Water Source

This memorandum is in regards to the Application Completeness Determination received on September 16, 2024 from Napa County for the above-referenced project. Item 1 of the Completeness Determination requests documentation and clarification related to the existing and proposed water source for the project.

The property holds three Licensed Water Rights through the State Water Resources Control Board. These licenses entitle the property owner to divert and store a total of 129 acre-ft of water per year. The licenses also contain provisions to divert additional water each year to replenish water used early in the spring which potentially adds 150 acre-feet per year for a total of 279 acre-ft. To be conservative this memo will use the smaller figure of 129 acre-feet per year. The property owner has also voluntarily elected to use recycled water from the City of Yountville in conjunction with surface water. The current recycled water agreement specifies a minimum annual allotment of 84 acre-ft. This brings the total available water on the property to 213 acre-ft per year.

Below is a hypothetical water balance that includes the existing vineyard acreage across the property as well as the newly proposed.

Existing Water Sources:

Surface Water Rights (ac-ft/year)		Yountville Recycled Water Minimum annual allotment (ac-ft/year)	Total Available Irrigation water (ac-ft)
License 11278	70	84	213
License 11852	40		
License 12240	19		

Existing and Proposed Water Demand:

Existing Vineyard (acres)	Existing Vineyard Annual Water Demand (ac-ft)@ 0.3 ac-ft per acre	Proposed Vineyard (acres)	Proposed Vineyard Annual Water Demand (ac-ft)@ 0.5 ac-ft per acre	Total Future Vineyard (acre)	Total Max Annual Water Demand (ac-ft)
295	88.5	12.3	6.2	307.3	94.7

Note – It is anticipated that the proposed vineyard will require slightly more water until vines are established and then the required water demand would be reduced to 0.3 acre-ft per acre to match the existing vineyard.

Existing Reservoir Storage Capacity:

Reservoir A (ac-ft)	Reservoir C (ac-ft)	Reservoir D (ac-ft)	Reservoir R (ac-ft)	Total Water Storage Capacity (ac-ft)
18	24	31	38	111

As shown in the above tables, the total available water exceeds the total maximum annual water demand by over double. The available water storage capacity also exceeds the maximum annual water demand.

Blocks 4, 5A, and 5B are within the existing Water Rights allowed “Place of Use” (POU) and will be irrigated with a combination of surface water and recycled water. Blocks 1A, 1B, 1C, 2, 3A and 3B are located outside of the existing POU and will be irrigated with recycled water. Given the abundance of available water on-site, the additional +/-6 acre-ft of water required for the proposed vineyard can easily be provided by the recycled water supply. Any reduction in the recycled water supply currently used to irrigate existing vineyard would be offset by surface water available per existing Water Rights.



**AGREEMENT BETWEEN THE TOWN OF YOUNTVILLE
AND CONSTELLATION BRANDS U.S. OPERATIONS, INC.
FOR THE PURCHASE AND SALE OF RECYCLED WATER**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF RECYCLED WATER (the “Agreement”) is entered into as of this 6th day of November, 2013 among the Town of Yountville, a municipal corporation (“Producer”) and Constellation Brands U.S. Operations, Inc., d/b/a Wappo Hill Vineyard (“Constellation” or “User”). Herein Producer and User are referred to individually as the “Party” and collectively as the “Parties”.

RECITALS

This Agreement is entered into with reference to the following facts:

A. Producer owns and operates jointly with the California Veterans’ Home of California (the “Veterans’ Home”) a wastewater treatment plant in Napa County, California, which is in the San Francisco Bay Region of the California Regional Water Quality Control Board (the Regional Board), and collects and treats wastewater, discharges treated wastewater to the Napa River, and delivers treated wastewater generated within the Producer’s service area for reclamation purposes.

B. User’s Parcels.

1. User, a California corporation, owns 4 parcel(s) of real property (the “Parcel” or “Parcels”) consisting of approximately 513 acres in Napa County, California, commonly known as APN 039-040-052, APN 039-040-050, APN 039-051-024 and APN 039-040-041, as more particularly described in Exhibit A attached hereto and incorporated herein by reference.

2. The Parcels have been improved with a recycled water line, valves, and related improvements, and improved irrigation pond which have a total working storage capacity of approximately 94 acre feet (“AF”).

C. Producer employs wastewater reclamation as a means of reducing the discharge of treated wastewater to the Napa River. Producer accordingly desires to have disposal sites for storage and/or irrigation of treated wastewater, such as those provided by the Parcels.

D. Producer is authorized to irrigate with recycled water those uses identified in General Water Reuse Order 96-011, adopted by the Regional Water Quality Control Board (“Regional Board”) in April 2004. As used in this Agreement, the term “Order” shall mean Order 96-011 as it is now and as it may be amended or replaced with another order of the Regional Board which the parties acknowledge they will become subject to upon authorization to irrigate the Parcels with recycled water.

E. On November 23, 2010, The Parties entered into a temporary Agreement for the Purchase and Sale of Recycled Water (the “Temporary Agreement”), whereby recycled water was obtained from Producer for use in irrigating the Parcels during the winter of 2010/2011. The Parties, by entering into this Agreement, hereby terminate the Temporary Agreement, and acknowledge that this Agreement supersedes and replaces the Temporary Agreement in all respects.

AGREEMENT

In consideration of the foregoing and other valuable consideration, the Parties agree as follows:

1. **Agreement Supersedes Effluent Discharge Agreement.** This Agreement supersedes and replaces, in all respects, the Temporary Agreement. The Parties agree that, upon the execution of this Agreement, (i) the Temporary Agreement shall automatically terminate; (ii) the terms and conditions of this Agreement shall be the new Agreement between the Parties; and (iii) the Temporary Agreement shall have no further force or effect and neither Party shall have any continuing liabilities or obligations thereunder.

2. **Term.** This Agreement shall become effective on the date set forth above and, except as provided in Section 23, shall remain in effect until December 31, 2026 (the “Term”), except that User shall have an option to extend the initial term for an additional ten (10) years (to December 31, 2036) (the “Renewal Term”) by giving written notice to Producer any time prior to December 31, 2025. The Renewal Term shall be subject to all terms and conditions of this Agreement.

3. **Delivery of Recycled Water.**

3.1. **Amount of Recycled Water Delivered.** For each calendar year during the Term or Renewal Term, if applicable, Producer shall be obligated to deliver no

less than 84 AF of recycled water to User at up to the maximum delivery rate of 350 gallons per minute (gpm). Of the total water delivered in the calendar year, the amount Producer shall be obligated to deliver during the months of June through November shall be no less than 2 AF of recycled water to User at up to the maximum rate of 350 gpm.

3.2. Delivery Schedule. Producer agrees to deliver to User a percentage of the total available recycled water in a given month according to Schedule I below in this Paragraph 3.2, which is the water available after the Veteran’s Home has taken their allotment. Notwithstanding, User acknowledges and agrees that the actual amount of recycled water delivered pursuant to this Agreement may fluctuate due to variable availability of recycled water, which is dependent on several factors including population served, water conservation practices, condition of the wastewater collection infrastructure and rainfall within the service area. A breakdown of water deliveries by month for each user under four hypothetical weather scenarios is provided in Exhibit “F” for illustrative purposes.

Schedule I

Month	Recycled Water Delivery Schedule for Average Weather Year		
	Percent of Water Available to Constellation	Approximate Delivery (A-F)	Comments
Jan	27%	16	Off peak rate.
Feb	24%	15	Off peak rate.
Mar	45%	21	Off peak rate.
Apr	31%	13	Off peak rate.
May	14%	5	Off peak rate.
Jun	0%	0	Peak rate applies.
Jul	0%	0	Peak rate applies.
Aug	0%	0	Peak rate applies.
Sep	0%	0	Peak rate applies.
Oct	3%	1	Peak rate applies.
Nov	11%	3	Peak rate applies. User to lower the water level in irrigation pond(s) to bottom of working storage (4-foot depth) by 11/30.

Dec	40%	12	Off peak rate.
Total	20%	86	Average Weather Year Totals

Producer may deliver water to User when User has no immediate need for the water. Producer agrees to provide, but does not guarantee that water delivered pursuant to this Agreement will be delivered at a pressure suitable for User’s irrigation needs.

3.3. Notification of Delivery Needs. User agrees to cooperate with Producer in establishing reasonable and mutually agreeable delivery schedules for the recycled water within the limits set forth in paragraphs 3.1 and 3.2. User shall notify Producer no later than the 20th of each month of User’s anticipated water needs for the remainder of the month and the subsequent month so that Producer may optimize the delivery of recycled water to its users.

3.4. Order of Priority. The Producer has an agreement with the Veterans’ Home to provide them with first right of refusal for recycled water up to the amount that they delivered to the Wastewater Treatment Plant. If the Veteran’s Home cannot use or store this water, then the remaining water is available to other users (collectively, “Users”). Concurrent with the execution of this Agreement, Producer is entering into Recycled Water Agreements with additional Users besides the Veteran’s Home, whereby Producer also is agreeing to deliver recycled water to such Users on a monthly schedule with a minimum and maximum percentage of available water. In any event, Producer may distribute recycled water to other Users when User is not taking the recycled water and Producer has other willing and available users. User recognizes that the requests of all Users, including the Veteran’s Home, may exceed the capacity of Producer’s wastewater treatment plant and delivery systems and that Producer therefore may need to reduce the rates at which recycled water is delivered to all users from time to time.

During peak season dry months when available water is scarce, water allotments shall be delivered to Users on a priority system as set forth herein. The priority of water distribution shall be: (1) Veterans’ Home, (2) Chimney Rock, (3) Clos du Val, and (4) Stag’s Leap, as historic Users, followed by (5) Constellation, and (6) Treasury in that order.

Should there be additional recycled water available in any month over what is allotted to Users in their agreements, Producer shall consult with Users as to their interest in additional water based on the priority order described above.

3.5. Regulatory Compliance. User acknowledges and understands that Producer's delivery of recycled water during the winter discharge period is subject to Producer's compliance with the Order and the waste discharge requirements imposed by the Regional Board, as such may be amended from time to time, as well as local, State and federal laws, regulations and policies.

3.6. Interruption of Service. The Parties acknowledge that Producer's supply and delivery of recycled water and User's ability to take delivery of the water may occasionally be interrupted or curtailed due to acts of God, power failures, accident, fire, strikes, riots, war, facility failures, facility improvements, inspection, maintenance and repairs of plant and equipment, action or decisions by a governmental agency (other than Producer), or any other condition outside of a Party's control. Neither Party shall be liable to the other for damages arising out of interruption or curtailment of service for these reasons, so long as the affected Party has made best efforts to avoid or minimize the effect of the intervening circumstance. To the extent feasible, the Party whose performance is affected by such condition shall give the other party at least 72 hours advance notice of a temporary discontinuance or reduction in its delivery (in the case of Producer) or in its acceptance (in the case of User) of recycled water, except in the case of emergency, in which case notice shall be given as soon as possible. In the event of such discontinuance or reduction, the parties shall deliver or accept, as appropriate, upon resumption of service and as nearly as may be feasible, the quantity of recycled water that would have been delivered or accepted in the absence of such discontinuance or reduction.

4. Price for Recycled Water.

4.1. Meter charge. User shall pay a monthly meter charge to Producer in the amount of \$227.00 ("Meter Charge"), commencing on the first of the month following the effective date of this Agreement and continuing on the first of each month thereafter for the Term and any extension thereof. The Meter Charge shall be payable within 60 days of billing by Producer. The Meter Charge is subject to an annual

adjustment in the amount of five percent (5%) per year, or said adjustment may vary on a fiscal year basis using the Engineering News Record Construction Cost Index (ENR CCI); User's meter charge will be the lesser of the two adjustment options. The Meter Charge reimburses Producer for the cost of existing capital expenditures incurred by Producer to provide the recycled water to User, and recover annual repairs and replacements.

4.2. Use charge. In addition to the Meter Charge, User shall pay a use charge to Producer in the amount of \$4.91 for every ten thousand (10,000) gallons (\$160.00 per acre foot), or portion thereof, of recycled water satisfying water quality standards established by the Order and delivered to User in the months of June, July, August, September, October and November of each year, commencing with the effective date of this Agreement over the Term and any extension thereof. For all other months, the User shall pay a use charge to Producer in the amount of \$2.46 for every ten thousand (10,000) gallons (\$80.00 per AF), or portion thereof, of recycled water satisfying water quality standards established by the Order. The use charge shall be payable monthly within 60 days of billing by Producer and shall increase by five percent (5%) per annum, or said adjustment may vary on a fiscal year basis using the Engineering News Record Construction Cost Index (ENR CCI); User's use charge will be the lesser of the two adjustment options, commencing one year from the effective date of this Agreement and on each July 1 thereafter.

4.3. Intentionally Deleted.

4.4. Adjustments for Changed Requirements. If, in accordance with paragraph 5.2, changed requirements and conditions are imposed on Producer by the Regional Board or other authority that result in increased costs to Producer of operation, treatment, maintenance and capital costs, Producer may impose an increase in the use charge for the percentage increase in costs of operation, treatment, maintenance and capital costs attributable to the changed requirements and conditions imposed by the Regional Board. Increases in costs unrelated to operation, treatment, maintenance, and capital costs (e.g. costs associated with adding new users to the system), or other costs that are not related to treating or delivering recycled water to User, or do not actually increase costs to Producer (e.g. when improvements are paid for by grant funds) shall not result in the

Producer increasing the use charge. If Producer imposes said increase, in no event will the increase (not the total charge) exceed one hundred percent (100%) of the use charge described in paragraph 4.2 (including the annual increase) for the Term and any extension thereof. All capital costs shall be amortized over a period of not less than twenty (20) years. In no event shall the use charge, as adjusted for pursuant to this Paragraph 4.4, exceed two hundred percent (200%) of the use charge described in paragraph 4.2., including the annual increase, for the Term and any extension thereof.

5. Compliance with Order and Requirements of Producer.

5.1. Regional Water Quality Control Board Order. Producer and User shall comply with all the provisions and requirements of the Order described in Recital D. User acknowledges to Producer that User is aware that the water sold pursuant to this Agreement is wastewater that has been recycled as a result of sewerage treatment operations, and is suitable only for those uses, and in those areas specified in the Order. User is familiar with and understands all of the provisions and requirements contained in Order No. 96-011 and that those provisions and requirements are reasonable. User covenants and warrants that it shall comply with all the provisions and requirements of the Order in the purchase and use of the recycled water.

5.2. Changed Requirements and Conditions Imposed on Producer. During the Term and any extension thereof, the requirements and conditions, including new or amended recycled water orders, may be changed or imposed on Producer by the Regional Board, or any other department, authority, or agency having legal jurisdiction over Producer, which may cause Producer to change the terms and conditions of this Agreement regarding the purchase and usage of recycled water by User. User, except as otherwise provided in this paragraph, agrees to such changes, and agrees that Producer shall be held harmless from any liabilities arising from such changes. Producer agrees to make its best efforts to minimize the impact on User of such changed requirements and conditions. If, however, any such changes result in the inability of User to use the recycled water for vineyard irrigation, User shall have the option, upon 30 days written notice to Producer, to terminate this Agreement. If the Order is revoked by the Regional Board, Producer agrees to use its best efforts to reinstate the Order. If such reinstatement is

denied, this Agreement shall terminate on the date identified in Producer's written notice of termination.

5.3. Performance Conditioned Upon Procurement of Order. The Parties understand that the obligation of each to perform under this Agreement is based upon the Producer obtaining an Order from the Regional Board authorizing Producer to sell recycled water to the User and authorizing the User to irrigate User's land with such recycled water. If Producer or User is unable to obtain the necessary authorization from the Regional Board or if the Order imposes a hardship that severely compromises the purpose or scope of this Agreement, this Agreement shall terminate at the election of any Party, upon written notice.

6. Quality of Recycled Water Sold. The quality of the recycled water provided pursuant to this Agreement shall comply in all respects with the quality criteria established by the Order and the most current regulations promulgated by the Department of Health Services in the California Code of Regulations Title 22, Division 4, Chapter 3, Sections 60301-60355 (as amended from time to time), although the recycled water's quality may vary within those criteria. Currently, Producer provides disinfected secondary-2.2 recycled water, and has made modifications to the treatment system to be able to produce disinfected tertiary recycled water up to a flow of 1.0 mgd through the treatment plant. Producer shall test the recycled water as required by the Regional Board and the California Department of Public Health to ensure that it meets the quality criteria set forth in the Order. The results of this testing program shall be made available upon User's request. User is under no obligation to accept water that does not meet the quality criteria set forth in the Order. The foregoing provisions notwithstanding, User is responsible for assuring itself that the recycled water is fit for User's particular purposes. Producers shall notify User if water does not satisfy the quality criteria as set forth in the Order and shall immediately discontinue pumping. Producer shall be responsible for submitting all reports required by the Regional Board involving the distribution and use of such recycled water. Producer shall use best efforts to minimize the amount of algae content and ensure that the ph level of water delivered to User be between a level of 6 and 8.

7. Installation and Maintenance of Capital Improvements. Producer will deliver the recycled water to User through a pipeline from Producer's treatment and reclamation site

located in Yountville, California, to a delivery point on the Parcels as shown on the site plan included in Exhibit C attached hereto and incorporated herein by this reference (the “Delivery Point”). Subject to permit approval, User shall provide, at User’s cost, adequate storage facilities on the Parcels to accommodate Producer’s delivery needs and irrigation pump stations. In addition, User shall be responsible, at User’s cost, for the installation, operation, maintenance and repair of the pipeline transporting the recycled water from the Delivery Point to User’s places of use. Producer shall be responsible for the installation, operation, maintenance and repair of the pipeline transporting recycled water from the treatment site to the Delivery Point. Producer shall also be responsible for the installation, operation, maintenance and repair of the metering valve and appurtenances, SCADA equipment, photovoltaic panels (where required) and level indicator at the User’s storage facility. User shall provide access in the areas indicated and described in easements included in Exhibit “E”.

8. Measurement of Recycled Water. All recycled water delivered pursuant to this Agreement shall be measured by the Producer at the flow meter to be located on the reclamation site near the Delivery Point. Producer shall own, install, inspect, operate, maintain, repair and replace the measuring equipment and any required regulating valves for control of recycled water delivery. Where measurements of recycled water require Producer to exercise its discretion to make determinations, Producer shall exercise its discretion in good faith. Upon request by User, the accuracy of a measurement shall be investigated by the Producer and any error appearing therein shall be adjusted. User may inspect such measuring equipment for the purpose of determining the accuracy thereof.

9. Limitations on the Transferability of User’s Rights to Recycled Water. User’s rights to recycled water deliveries hereunder are not transferable or assignable, including sale or gifts, without the prior written consent of Producer. User shall not sell, give, transfer or distribute any of the recycled water purchased by it pursuant to this Agreement to any other person or entity for any use, User, its successor, assigns, employees and contractors, shall be the sole party using the recycled water, and the recycled water shall be used solely on the Parcels. Notwithstanding anything to the contrary, User may (i) continue to provide water to Neverbend LLC (“Neverbend”) in accordance with that certain water agreement between User and Neverbend; and (ii) assign this Agreement and its rights hereunder to any Affiliate. “Affiliate” shall mean any person or entity that directly, or indirectly through one or more intermediaries,

controls, is controlled by or is under common control with User. The term “control” as used herein (including the terms “controlling,” “controlled by,” and “under common control with”) means the possession, directly or indirectly, of the ability (a) to vote 50% or more of the outstanding voting securities of or voting interests in a Party, or (b) otherwise to direct the management policies of such Party, by contract or otherwise. Included within that definition of Affiliate is Constellation Brands, Inc. (“CBI”) and every entity that now or in the future is (i) directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with CBI, or (ii) a joint venture with or affiliate of CBI or an entity described in (i), in each case including without limitation each entity listed in Exhibit 21.1 of any CBI Form 10-K now or hereafter filed with the U.S. Securities and Exchange Commission (<http://www.sec.gov/search/search.htm>).

10. Hold Harmless and Indemnification. User will indemnify and hold harmless Producer, its officers, directors, agents and employees from, and defend Producer against, any and all costs, loss, damage, liability, claim or damage of any nature whatsoever, including but not limited to property damage, personal injury or death arising out of or in any way connected with User’s (or any Affiliate’s) use of the recycled water in any fashion not authorized by the Order or this Agreement or with User’s (or any Affiliate’s) disposal of recycled water on the Parcels or on any properties to which rights hereunder are transferred pursuant to paragraph 9. Producer will indemnify and hold harmless User, its officers, directors, agents and employees from and defend User against any and all costs, loss, damage, liability, claim or damage of any nature whatsoever, including but not limited to property damage, personal injury or death arising out of or in any way connected with Producer’s actions related to providing the recycled water hereunder or to Producer’s use of that water in any fashion not authorized by the Order or this Agreement. Additionally, Producer shall be liable to User for all costs, loss, damage, liability, claim or damage of any nature whatsoever, including but not limited to property damage, groundwater pollution, soil contamination, vine or crop loss, personal injury or death caused by the quality of the recycled water delivered hereunder if the water does not meet the quality criteria set forth in the Order or this Agreement.

11. Notices. Any notice, action, or demand by either Party to the other in connection with this Agreement shall be deemed to have been fully given or made when such notice, action,

or demand is written and deposited in a sealed envelope postage prepaid, and addressed as follows:

Producer: Town Manager
Town of Yountville
6550 Yount Street
Yountville, CA 94599

User: Constellation Brands U.S. Operations, Inc.
801 Main St.
St. Helena, CA 94574
Attn: SVP, Operations

With a copy to:

Constellation Brands U.S. Operations, Inc.
207 High Point Drive, Suite 100
Victor, NY 14564
Attn: SVP and General Counsel

Either Party may change its address by giving the other Party written notice of its new address as herein provided.

12. **Amendments.** This Agreement may not be amended except by a written instrument that is signed by the Parties.

13. **Construction.** Each Party has reviewed and contributed to the drafting of this Agreement and the rule of construction of Section 1654 of the California Civil Code to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the construction or interpretation of this Agreement or any amendments or exhibits hereto.

14. **Interpretation.** Subject to paragraph 13 above, this Agreement shall be construed, interpreted, and applied according to the laws of the State of California.

15. **Successors.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

16. **Attorneys' Fees.** If any Party commences an action at law or in equity, arbitration or other proceeding against another Party to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover from the losing Party reasonable attorneys' fees and costs of such proceeding, in addition to any other amounts which may be awarded.

17. **Memorandum of Agreement.** The Parties agree to execute and Producer shall record with the County Recorder a Memorandum of Agreement substantially in the form attached hereto as Exhibit “D”.

18. **Severability.** If any clause or provision of the Agreement is or becomes illegal, invalid, or unenforceable because of present or future laws, or any rules or regulations of any governmental body or entity, effective during its term, the intention of the Parties is that the remaining parts of this Agreement shall remain in full force and effect if the fundamental purpose of the Agreement is not destroyed.

19. **Mediation.** No Party shall commence any suit, arbitration, administrative action, civil action or any other legal action arising out of or in any way relating to the Parties’ rights and obligations under the terms of this Agreement without first submitting the dispute to mediation by a neutral mediator acceptable to both Parties. Failure or refusal to mediate shall result in the refusing Party’s forfeiture of recovery of legal expenses, including attorneys’ fees and costs, in any subsequent action, as detailed above, regardless of whether that Party is deemed the prevailing Party in that action.

20. **Cooperation and Further Assurances.** The Parties agree that they shall execute and deliver all further documents and do all further acts necessary and desirable to carry out the purposes of this Agreement, or to comply with any laws, rules, or regulations.

21. **Covenants Running with the Land.** User and Producer declare that this Agreement shall constitute a covenant running with and benefiting the land within the meaning of California Civil Code Section 1468, shall benefit the treatment works and lands of Producer and User, and shall burden and benefit the Parcels.

22. **Intentionally Deleted.**

23. **Performance Conditioned on Easement Extensions.** The Parties understand that Producer’s ability to perform this Agreement is dependent on Producer’s continued ability to use the easements for pipelines which it currently enjoys over lands between Producer’s treatment plant and the Parcels (collectively, the “Easements”). The Easements are located on lands owned by Robert Mondavi Properties Inc., Joseph and Marjorie Miller, and the Disney-Miller Estate, and Yahome Vineyards. Should Producer be unable to obtain an extension of the

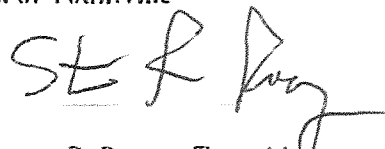
Easements on substantially the same terms and conditions as the existing Easements. Producer's duty to perform pursuant to this Agreement shall be excused during the period that Producer is unable to obtain such extensions.

24. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect unless contained in a subsequent written modification signed by both Parties.

THE FOREGOING IS AGREED TO BY:


Town of Yountville

Date: 11/2/13, 2013

By: 
Steven R. Rogers, Town Manager

Constellation Brands U.S. Operations, Inc.,
d/b/a Wappo Hill Vineyard

Date: October 31, 2013

By: 
Title: Senior Vice-President of General Counsel

APPROVED AS TO FORM:


By: 
Arnold M. Alvarez-Glasman
Town Attorney
Attorneys for Producer

EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this agreement as APN 039-040-052 is situated in the unincorporated area of the County of Napa, State of California, and is described as follows:

PARCEL ONE

Real property situated in the County of Napa, State of California; being a portion of Parcel 3 as shown on Map No. 35C6 filed February 4, 1982 in Book 13 of Parcel Maps at pages 8 and 9 in the Office of the Recorder of Napa County, together with a portion of the lands formerly of Robert Mondavi Vineyards, Inc., as described in the Deed recorded in Book 809 of Official Records of Napa County at page 16, as are shown on Map No. 1951 filed July 1, 1970 in Book 17 of Surveys at page 41 in the Office of the Recorder of Napa County, said portions being more particularly described as whole as follows:

Beginning at the most easterly corner of said lands shown on said Map No. 1951; thence along the exterior boundary of said lands as shown on said Map No. 1951 the following sixteen (16) courses and distances:

- 1) North 34° 06' 00" West 1090.52 feet;
- 2) North 28° 23' 22" West 50.25 feet;
- 3) North 34° 06' 00" West 1000.00 feet;
- 4) North 27° 15' 26" West 151.08 feet;
- 5) North 34° 06' 00" West 259.17 feet;
- 6) South 54° 03' 23" West 445.58 feet;
- 7) North 15° 24' 00" East 84.00 feet;
- 8) North 34° 06' 00" West 38.00 feet;
- 9) North 24° 53' 11" East 445.11 feet;
- 10) North 34° 06' 00" West 633.27 feet;
- 11) North 26° 07' 49" West 50.49 feet;
- 12) North 35° 41' 07" West 474.11 feet;
- 13) North 38° 39' 22" West 275.34 feet;
- 14) North 36° 21' 07" West 350.04 feet;
- 15) North 28° 55' 19" West 30.26 feet;
- 16) South 71° 08' 51" West 862.34 feet to the northeasterly corner of Parcel 3 as shown on said Map No. 3506;

Thence leaving the exterior boundary of said Map No. 3506 South 03° 13' 25" East 192.98 feet; thence South 54° 09' 57" West 150.34 feet; thence South 13° 09' 09" West 110.11 feet to a northeasterly line of said Parcel 3; thence along said northeasterly line the following four (4) courses:

- 1) South 57° 48' 23" East 46.45 feet;
- 2) South 75° 42' 46" East 80.64 feet;
- 3) South 87° 09' 51" East 95.68 feet;

4) South 17° 11' 20" West 35.69 feet to the most northerly corner of that certain easement labeled Parcel "W" on said Map No. 3506 ; thence along the northeasterly line of said Parcel "W" the following six (6) courses and distances:

- 1) South 72°48'40" East 57.40 feet,
- 2) along a curve to the left having a radius of 1200.00 feet through a central angle of 04°38'10" an arc distance of 97.10 feet ,
- 3) South 77°26'50" East 21.73 feet,
- 4) along a curve to the right having a radius of 415.00 feet through a central angle of 24°54'20" an arc distance of 180.39 feet,
- 5) South 52°32'30" East 121.55 feet,
- 6) along a curve to the right having a radius of 660.00 feet through a central angle of 06°56'15" an arc distance of 79.91 feet;

thence leaving said easement line South 44°23'45" West 40.00 feet; thence South 38°02'39" West 127.23 feet to the northeasterly terminus of the course shown as "North 47°49'07 East 135.99 feet" on said Map No. 3506; thence along the southeasterly and southerly lines of Parcel 3 and the southerly lines of Parcel 2 as shown on said Map No. 3506 the following twenty (20) courses and distances

- 1) South 47° 49' 07" West 135.99 feet,
- 2) South 80° 04' 43" West 242.55 feet,
- 3) South 56° 37' 22" West 175.67 feet,
- 4) South 29° 34' 39" West 516.16 feet,
- 5) South 14° 26' 44" West 47.10 feet,
- 6) South 11° 26' 31" East 179.14 feet,
- 7) South 03° 01' 13" West 180.11 feet,
- 8) South 11° 04' 28" East 209.97 feet,
- 9) South 68° 40' 51" West 112.13 feet,
- 10) North 65° 14' 43" West 110.15 feet,
- 11) North 70° 06' 22" West 176.69 feet,
- 12) North 60° 26' 13" West 94.82 feet,
- 13) North 48° 08' 22" West 190.37 feet,
- 14) South 31° 02' 01" West 424.90 feet,
- 15) South 67° 35' 08" West 270.43 feet,
- 16) South 85° 15' 35" West 211.18 feet,
- 17) North 67° 28' 12" West 542.58 feet,
- 18) North 23° 40' 47" West 104.43 feet,
- 19) South 54° 38' 52" West 430.38 feet,
- 20) South 62° 54' 29" West 454.57 feet to the centerline of the Napa River as shown on said Map No. 1951;

thence along the centerline of the Napa River as shown on said Map No. 1951 the following thirty-five (35) numbered courses and distances:

- 1) South 01°33'40" East 21.28 feet,
- 2) South 15°51'25" West 86.64 feet,
- 3) South 06°23'32" West 183.03 feet,
- 4) South 11°35' 56" East 164.62 feet,
- 5) South 24°33' 51" East 45.33 feet,

6) South 47°59'43" East 77.63 feet,
 7) South 56°04' 17" East 52.35 feet,
 8) South 35°19'41" East 72.17 feet,
 9) South 24°42'52" East 79.01 feet,
 10) South 20°20'58"¹¹ East 462.28 feet,
 11) South 31°00' 12" East 463.21 feet,
 12) South 38°29'57" East 108.25 feet,
 13) South 49°13' 51" East 130.98 feet,
 14) South 83°44' 17" East 278.57 feet,
 15) South 75°47' 38" East 63.60 feet,
 16) South 65°51'22" East 166.73 feet,
 17) North 88°06'24" East 403.10 feet,
 18) North 89°23'48" East 278.62 feet,
 19) South 72°00'27" East 280.80 feet,
 20) North 68°33' 01" East 96.00 feet,
 21) North 67°29' 42" East 149.50 feet,
 22) South 78°05' 28" East 82.19 feet,
 23) South 67°00'46" East 635.27 feet,
 24) South 70°08' 11" East 156.33 feet,
 25) North 73°09' 55" East 148.41 feet,
 26) North 53°41' 01" East 193.34 feet,
 27) North 73°57' 54" East 155.94 feet,
 28) North 84°09'42" East 337.99 feet,
 29) North 79°22' 16" East 75.32 feet,
 30) North 59°34'29" East 99.98 feet,
 31) North 50°45' 10" East 108.54 feet,
 32) North 74°17' 12" East 90.18 feet,
 33) South 85°06'01" East 70.14 feet,
 34) South 48°57'22" East 94.90 feet,
 35) South 36°31' 00" East 102.84 feet to the southerly line of said lands formerly of Robert Mondavi Vineyards, Inc., as shown on said Map No. 1951; thence continuing southerly down the centerline of the Napa River following the meandering thereof 250 feet more or less to a point which bears South 57°04'32" West 768.92 feet, North 32°58'09" West 23.29 feet and South 55°56'07" West 1130.63 feet from the point of beginning; thence North 55°56'07" East 1130.63 feet; thence South 32°58'09" East 23.29 feet to a point on the southeasterly line of said Map No. 1951; thence along said southeasterly line North 57°04'32" East 768.92 feet to the point of beginning of this description.

EXCEPTING THEREFROM:

Beginning at a point which bears North 81°41'46" West 3160.51 feet from the most easterly corner of said lands formerly of Robert Mondavi Vineyards, Inc., as are shown on Map No. 1951 filed July 1, 1970 in Book 17 of Surveys at page 41 in the Office of the Recorder of Napa County; thence on bearings based upon said Map South 58°00'00" East 163.25 feet; thence along a curve to the right having a radius of 200.00 feet through a central angle of 41°30'00" an arc distance of 144.86 feet; thence South 16°30'00" East 20.00 feet; thence along a curve to the right having a radius of 30.00 feet through a central angle of 49°40'00" an arc distance of 26.01 feet;

thence South 33°10'00" West 90.00 feet; thence along a curve to the right having a radius of 250.00 feet through a central angle of 35°50'00" an arc distance of 156.35 feet; thence South 69°00'00" West 27.51 feet; thence along a curve to the right having a radius of 125.00 feet through a central angle of 36°00'00" an arc distance of 78.54 feet; thence North 75°00'00" West 67.08 feet; thence along a curve to the left having a radius of 75.00 feet through a central angle of 63°00'00" an arc distance of 82.47 feet; thence leaving said curve on a non-tangent line South 33°11'12" West 220.32 feet; thence North 81°28'27" West 54.12 feet; thence North 31°14'24" West 142.88 feet; thence North 37°23'23" West 129.57 feet; thence North 38°21'22" East 186.36 feet; thence North 82°49'19" East 132.25 feet; thence North 49°59'58" East 346.56 feet to the point of beginning of this description, as excepted in the deed recorded October 22, 1997 as Series Number 1997-0024985 of Official Records of Napa County.

ALSO EXCEPTING THEREFROM

Beginning at a point which bears South 87°28'10" West 3490.34 feet from the most easterly corner of said lands formerly of Robert Mondavi Vineyards, Inc., as are shown on Map No. 1951 filed July 1, 1970 in Book 17 of Surveys at page 41 in the Office of the Recorder of Napa County, said point of beginning also being the westerly terminus of the course given as "North 81°28'27" West 54.12 feet" in the description of that certain 5 acre parcel of land described above ;

thence on bearings based upon said Map South 00°28' 53" East 107.49 feet; thence South 15°33'54" West 30.03 feet; thence South 16°51'49" East 29.71 feet; thence South 04°20'15" West 57.35 feet; thence South 41°51'21" East 89.47 feet; thence South 48°02'27" East 108.31 feet; thence South 55°41' 50" East 55.28 feet; thence South 57°52'49" East 43.80 feet; thence South 65°03'03" East 50.41 feet; thence South 68°37'11" East 51.34 feet; thence North 63°34'32" East 41.71 feet; thence North 55°47'49" East 48.95 feet; thence North 11° 18' 57" West 46.47 feet; thence North 29°52'31" West 62.00 feet; thence North 39°47'40" West 43.80 feet; thence North 01°10'36" West 29.07 feet; thence North 26°07'29" West 33.99 feet; thence North 47°17'51" West 36.87 feet; thence North 50°52'02" West 48.26 feet; thence North 36°59'44" West 50.00 feet; thence North 32°48'21" West 43.77 feet; thence North 21°30'20" West 32.50 feet; thence North 04°31'32" West 37.65 feet; thence North 15°05'21" East 117.11 feet; thence North 21°39'30" East 45.67 feet; thence North 66°58'41" West 40.91 feet; thence North 25°12'10" West 24.04 feet to the southeasterly line of said 5 acre parcel; thence along the exterior boundary of said 5 acre parcel South 33°11'12" West 220.32 feet and North 81°28'27" West 54.12 feet to the point of beginning of this description, as excepted in the deed recorded October 22, 1997 as Series Number 1997-0024985 of Official Records of Napa County.

ALSO EXCEPTING THEREFROM:

Beginning at a point which bears South 73°15'47" West 1582.00 feet from the most easterly corner of said lands formerly of Robert Mondavi Vineyards, Inc. , as are shown on Map No. 1951 filed July 1, 1970 in Book 17 of Surveys at page 41 in the Office of the Recorder of Napa County; thence on bearings based upon said Map South 00°03'23" West 100.00 feet; thence North 89°56'37" West 100.00 feet; thence North 00° 03' 23" East 100.00 feet; thence South 89°56'37" East 100.00 feet to the point of beginning of this description, as excepted in the deed recorded October 22, 1997 as Series Number 1997 024985 of Official Records of Napa County.

ALSO EXCEPTING THEREFROM:

Beginning at a point which bears South 62° 05' 31" West 3320.23 feet from the Southwestern corner of "the lands of Swan 738 O.R. 675" on Map Number 1951 entitled, "Record of Survey at the Request of Robert Mondavi Vineyards, a Corporation" recorded July 1, 1970 in Book 17 of Surveys, at Page 41, Napa County Records;

thence the following twenty-one (21) courses and distances:

- 1) North 79° 45' 20" West 76.48 feet, thence
- 2) South 01° 57' 41" West 87.74 feet, thence
- 3) North 59° 30' 20" West 212.61 feet, thence
- 4) North 27° 16' 42" East 26.83 feet, thence
- 5) North 28° 37' 24" West 15.58 feet, thence
- 6) North 15° 14' 00" West 30.54 feet, thence
- 7) North 31° 48' 33" East 28.03 feet, thence
- 8) North 58° 11' 32" West 57.10 feet, thence
- 9) North 37° 39' 29" East 110.45 feet, thence
- 10) South 57° 11' 27" East 204.03 feet, thence
- 11) North 7° 29' 37" East 13.66 feet, thence
- 12) North 00° 40' 08" West 44.80 feet, thence
- 13) North 01° 25' 26" East 55.69 feet, thence
- 14) North 5° 44' 10" East 51.15 feet, thence
- 15) North 4° 49' 22" West 40.96 feet, thence
- 16) North 11° 04' 11" East 40.85 feet, thence
- 17) North 69° 23' 52" East 163.24 feet, thence
- 18) South 28° 14' 43" East 54.26 feet, thence
- 19) South 11° 04' 11" West 128.24 feet, thence
- 20) South 20° 23' 11" West 161.74 feet and thence
- 21) South 24° 38' 04" West 120.55 feet to the Point of Beginning of this description as granted in the document recorded May 22, 2007 as Series Number 2007-0017203 of Official Records..

APN 039-040-052

PARCEL TWO:

An easement for the maintenance, operation and replacement of a water well and appurtenances ordinarily pertaining thereto, together with the right to draw water from a well over, under, along and across the following described land:

Beginning at a point which bears South 73° 15' 47" West 1582.00 feet from the most easterly corner of said lands formerly of Robert Mondavi Vineyards, Inc., as are shown on Map No. 1951 filed July 1, 1970 in Book 17 of Surveys at page 41 in the office of the Recorder of Napa County; thence on bearings based upon said Map South 00° 03' 23" West 100.00 feet; thence North 89° 56' 37" West 100.00 feet; thence North 00° 03' 23" East 100.00 feet; thence South 89° 56' 37" East 100.00 feet to the point of this description, as contained in deed recorded December 30, 1993 as Series Number 1993-0043095 of Official Records of Napa County.

LEGAL DESCRIPTION

The land referred to in this agreement as APN 039-040-050 is situated in the unincorporated area of the County of Napa, State of California, and is described as follows:

PARCEL ONE:

Real property situated in the County of Napa, State of California, being a portions of Parcel 1, Parcel 2, Parcel 3 and "Remaining Lands of Robert Mondavi Vineyards, Inc." as are shown on Map No. 3506 filed February 4, 1982 in Book 13 of Parcel Maps at Pages 8 and 9 in the Office of the Recorder of Napa County, said portions being more particularly described as whole as follows:

Beginning at the most Southerly corner of said Parcel 2, being a point in the centerline of the Napa River as shown on said Map; thence along the Southerly lines of said Parcel 2 and the Southerly and Southeasterly lines of said Parcel 3 the following twenty (20) courses and distances:

- 1) North 62° 54' 29" East 424.57 feet;
- 2) North 54° 38' 52" East 430.38 feet;
- 3) South 23° 40' 47" East 104.43 feet;
- 4) South 67° 28' 12" East 542.58 feet;
- 5) North 85° 15' 35" East 211.18 feet;
- 6) North 67° 35' 08" East 270.43 feet;
- 7) North 31° 02' 01" East 424.90 feet;
- 8) South 48° 08' 22" East 190.37 feet;
- 9) South 60° 26' 13" East 94.82 feet;
- 10) South 70° 06' 22" East 176.69 feet;
- 11) South 65° 14' 43" East 110.15 feet;
- 12) North 68° 40' 51" East 112.13 feet;
- 13) North 11° 04' 28" West 209.97 feet;
- 14) North 03° 01' 13" East 180.11 feet;
- 15) North 11° 26' 31" West 179.14 feet;
- 16) North 14° 26' 44" East 47.10 feet;
- 17) North 29° 34' 39" East 516.16 feet;
- 18) North 56° 37' 22" East 175.67 feet;
- 19) North 80° 04' 43" East 242.55 feet;
- 20) North 47° 49' 07" East 135.99 feet;

thence leaving the Southeasterly line of said Parcel 3 North 38° 02' 39" East 127.23 feet to an angle point in the Southerly line of that certain 53.7 acre parcel of land described in the Deed recorded December 30, 1993 as Series Number 1993 043091 of Official Records of Napa County; thence along said Southerly line South 87° 28' 56" West 839.90 feet to Northeasterly line of that certain 3.6 acre parcel of land described in the Deed recorded concurrently herewith, from where the radial center of a curve bears South 87° 28' 56" West 50.00 feet; thence along the exterior boundary of said 3.6 acre parcel the following eighteen (18) courses and distances:

- 1) along said curve, to the right, having a radius of 50.00 feet southeasterly and southerly through a central angle of 17° 10' 39", an arc distance of 14.99 feet;

- 2) South 14° 39' 35" West 20.14 feet;
- 3) South 01° 44' 20" East 90.45 feet;
- 4) South 29° 09' 28" East 47.51 feet;
- 5) Along a curve to the right having a radius of 70.00 feet through a central angle of 67° 29' 11" an arc distance of 82.45 feet;
- 6) South 38° 19' 43" West 139.75 feet;
- 7) Along a curve to the left having a radius of 170.00 feet through a central angle of 52° 39' 33" an arc distance of 156.24 feet;
- 8) South 14° 19' 50" East 73.57 feet to where the radial center of a curve bears North 23° 01' 18" West 415.00 feet;
- 9) Westerly along said curve, to the right, through a central angle of 20° 58' 32", an arc distance of 151.93 feet;
- 10) Leaving said curve, on a non-tangent line, North 12° 04' 41" West 95.48 feet;
- 11) North 32° 24' 24" West 103.45 feet;
- 12) Along a curve to the left having a radius of 30.00 feet through a central angle of 92° 44' 34" an arc distance of 48.56 feet;
- 13) South 54° 51' 02" West 50.01 feet;
- 14) North 35° 08' 58" West 28.51 feet to where the radial center of a curve bears North 43° 34' 25" West 70.00 feet;
- 15) Northeasterly and northerly along said curve, to the left, through a central angle of 71° 15' 47", an arc distance of 87.06 feet;
- 16) Leaving said curve, on a non-tangent line, North 35° 39' 58" West 23.30 feet;
- 17) North 21° 57' 21" West 63.73 feet;
- 18) North 34° 51' 15" West 74.18 feet;

thence leaving the boundary of said 3.6 acre parcel and along the Southwesterly lines of that certain 53.7 acre parcel of land described in the Deed recorded December 30, 1993 as Series Number 1993 043091 of Official Records of Napa County the following four (4) courses and distances:

- 1) North 80° 33' 56" West 166.64 feet
- 2) South 77° 28' 20" West 101.42 feet
- 3) South 87° 19' 20" West 171.20 feet;
- 4) North 82° 35' 18" West 725.10 feet to the southeasterly line of said Parcel 1

thence along said Southeasterly line South 55° 24' 30" West 985.26 feet to the angle point on the Southerly line of that certain 49.7 acre parcel of land described in the Deed recorded December 30, 1993 as Series Number 1993 043087 of Official Records of Napa County; thence along said Southerly line South 80° 24' 30" West 815.86 feet to the centerline of the Napa River as shown on said Map; thence along the said centerline of the Napa River the following eight (8) courses and distances:

- 1) South 07° 52' 20" East 164.57 feet;
- 2) South 10° 57' 02" East 215.93 feet;
- 3) South 35° 07' 14" East 145.78 feet;
- 4) South 34° 34' 26" East 160.00 feet;
- 5) South 78° 06' 02" East 102.55 feet;
- 6) South 66° 00' 58" East 220.02 feet;
- 7) South 63° 55' 00" East 255.00 feet;

8) South 01° 33' 40" East 77.90 feet to the point of beginning of this description.

APN 039-040-050

EXCEPTING THEREFROM:

Beginning at a point which bears North 77° 45' 18" West 6946.88 feet from the most easterly corner of said lands formerly of Robert Mondavi Vineyards, Inc. as are shown on Map No. 1951 filed July 1, 1970 in Book 17 of Surveys at page 41 in the office of the County Recorder of said Napa County; thence on bearings based upon said Map No. 1951 North 55° 22' 00" East 100.00 feet; thence South 34° 38' 00" East 100.00 feet; thence South 55° 22' 00" West 100.00 feet; thence North 34° 38' 00" West 100.00 feet to the point of beginning of this description, as excepted in the deed recorded December 30, 1993 as Series Number 1993 043090 of Official Records of Napa County.

PARCEL TWO:

An easement for ingress, egress, roadway and utility purposes over, under, along and across a strip of land 40.00 feet in width lying 20.00 feet on each side of the centerline of an existing road being more particularly described as follows:

Beginning at a point on the Southwesterly line of the Silverado Trail, as shown on Map No. 1951 recorded July 1, 1970 in Book 17 of Surveys at Page 41 in the office of the Recorder of Napa County, distant thereon South 34° 06' 00" East 134.83 feet from the most Easterly corner of the parcel shown as the being the lands of Swan as described in the document recorded in Book 738 of Official Records of Napa County at Page 675 on said Map; thence South 53° 34' 31" West 2246.99 feet; thence along a curve to the right having a radius of 275.00 feet through a central angle of 33° 59' 18" an arc distance of 163.13 feet; thence South 87° 33' 49" West 80.77 feet; thence along a curve to the left having a radius of 275.00 feet through a central angle of 31° 33' 45" an arc distance of 151.49 feet; thence South 56° 00' 04" West 341.11 feet; thence along a curve to the right having a radius of 235.00 feet through a central angle of 43° 28' 20" an arc distance of 178.30 feet; thence North 80° 31' 36" West 126.65 feet; thence along a curve to the right having a radius of 145.00 feet through a central angle of 46° 59' 19" an arc distance of 118.92 feet; thence North 33° 32' 18" West 431.36 feet; thence along a curve to the left having a radius of 55.00 feet through a central angle of 83° 40' 58" an arc distance of 80.33 feet; thence South 62° 46' 44" West 45.15 feet; thence along a curve to the right having a radius of 50.00 feet through a central angle of 100° 22' 10" an arc distance of 87.59 feet; thence North 16° 15' 06" West 90.14 feet; thence along a curve to the left having a radius of 125.00 feet through a central angle of 47° 46' 09" an arc distance of 104.22 feet; thence North 64° 37' 15" West 30.69 feet; thence along a curve to the left having a radius of 425.00 feet through a central angle of 17° 45' 46" an arc distance of 131.76 feet; thence North 82° 23' 01" West 101.80 feet; thence along a curve to the right having a radius of 525.00 feet through a central angle of 11° 49' 46" an arc distance of 108.39 feet; thence North 70° 33' 15" West 58.85 feet; thence along a curve to the right having a radius of 850.00 feet through a central angle of 08° 34' 58" an arc distance of 127.33 feet; thence North 61° 58' 16" West 70.74 feet; thence along a curve to the left having a radius of 450.00 feet through a central angle of 11° 30' 14" an arc distance of 90.35 feet; thence North 73° 28' 30" West 64.80 feet; thence along a curve to the right having a radius of 925.00 feet through a central angle of 04° 45' 07" an arc distance of 76.72 feet; thence North 68° 43' 23"

West 18.06 feet; thence along a curve to the left having a radius of 40.00 feet through a central angle of 94° 00' 58" an arc distance of 65.64 feet; thence South 17° 15' 39" West 32.32 feet; thence along a curve to the right having a radius of 70.00 feet through a central angle of 42° 57' 20" an arc distance of 52.48 feet; thence South 60° 12' 59" West 202.46 feet; thence along a curve to the right having a radius of 2000.00 feet through a central angle of 02° 43' 46" an arc distance of 95.27 feet; thence South 62° 56' 45" West 58.35 feet; thence along a curve to the right having a radius of 140.00 feet through a central angle of 64° 00' 04" an arc distance of 156.38 feet; thence North 53° 03' 11" West 32.54 feet; thence along a curve to the right having a radius of 120.00 feet through a central angle of 39° 14' 03" an arc distance of 82.17 feet; thence North 13° 49' 08" West 7.48 feet; to the Southeasterly line of the above described 83.9 acre parcel, from where the most Southerly corner of said parcel bears South 62° 54' 29" West 80.60 feet.

The sidelines of this strip shall be lengthened or shortened as necessary so as to provide a continuous strip 40.00 feet wide extending from the Silverado Trail to said Southwesterly line of said parcel, as contained in document recorded December 30, 1993 as Series Number 1993-0043090 of Official Records of Napa County.

PARCEL THREE:

An easement for the maintenance, operation, and replacement of a water well and appurtenances ordinarily pertaining thereto, together with the right to draw water from a well, over, under along and across the following described land:

Beginning at a point which bears North 77° 45' 18" West 6946.48 feet from the most Easterly corner of said lands formerly of Robert Mondavi Vineyards, Inc. as are shown on Map No. 1951 filed July 1, 1970 in Book 17 of Surveys at Page 41 in the Office of the Recorder of Napa County; thence on bearings based upon said Map No. 1951 North 55° 22' 00" East 100.00 feet; thence south 34° 38' 00" East 100.00 feet; thence South 55° 22' 00" West 100.00 feet; thence North 34° 38' 00" West 100.00 feet to the point of beginning of this description as contained in document recorded December 30, 1993 as Series Number 1993-0043090 of Official Records of Napa County.

LEGAL DESCRIPTION

The land referred to in this agreement as APN 039-040-041 is situated in the unincorporated area of the County of Napa, State of California, and is described as follows:

PARCEL ONE:

Real property situated in the County of Napa, State of California, being a portion of Parcel 1 as shown on Map No. 3506 filed February 4, 1982 in Book 13 of Parcel Maps at Pages 8 and 9 in the office of the Recorder of Napa County, said portion being more particularly described as follows:

Beginning at the Northwesterly corner of said Parcel 1, being a point in the center of the Napa River as shown on said Map; thence along the Northerly line of said Parcel 1 North 85° 07' 02"

East 1321.00 feet to a point which bears South 85° 07' 02" West 450.00 feet from the most Northerly corner of said Parcel 1; thence leaving said Northerly line the following three (3) courses and distances:

- 1) South 04° 04' 03" East 463.60 feet;
- 2) South 24° 26' 08" East 507.08 feet;
- 3) South 70° 54' 07" East 303.22 feet to the Southeasterly line of said Parcel 1; thence along said Southwesterly line South 55° 24' 30" West 985.26 feet; thence leaving said southwesterly line South 80° 24' 30" West 815.86 feet to the centerline of the Napa River; thence along the centerline of the Napa River as shown on said Map the following seven (7) courses and distances:

- 1) North 07° 52' 20" West 298.51 feet;
- 2) North 15° 33' 05" West 150.01 feet;
- 3) North 18° 44' 08" West 160.21 feet;
- 4) North 15° 17' 59" West 440.00 feet;
- 5) North 02° 28' 13" West 340.07 feet;
- 6) North 08° 12' 45" East 174.46 feet;
- 7) North 06° 18' 46" East 77.86 feet to the point of beginning of this description.

APN 039-040-041

PARCEL TWO:

An easement for ingress, egress, roadway and utility purposes over, under, along and across a strip of land 40.00 feet in width lying 20.00 feet on each side of the centerline of an existing road more particularly described as follows:

Beginning at a point on the Southwesterly line of the Silverado Trail, as shown on Map No. 1951 recorded July 1, 1970 in Book 17 of Surveys at Page 41 in the office of the Recorder of Napa County, distant thereon South 34° 06' 00" East 134.83 feet from the most Easterly corner of the parcel shown as the being the lands of Swan as described in the document recorded in Book 738 of Official Records of Napa County at Page 675 on said Map; thence South 53° 34' 31" West 2246.99 feet; thence along a curve to the right having a radius of 275.00 feet through a central angle of 33° 59' 18" an arc distance of 163.13 feet; thence South 87° 33' 49" West 80.77 feet; thence along a curve to the left having a radius of 275.00 feet through a central angle of 31° 33' 45" an arc distance of 151.49 feet; thence South 56° 00' 04" West 341.11 feet; thence along a curve to the right having a radius of 235.00 feet through a central angle of 43° 28' 20" an arc distance of 178.30 feet; thence North 80° 31' 36" West 126.65 feet; thence along a curve to the right having a radius of 145.00 feet through a central angle of 46° 59' 19" an arc distance of 118.92 feet; thence North 33° 32' 18" West 431.36 feet; thence along a curve to the left having a radius of 55.00 feet through a central angle of 83° 40' 58" an arc distance of 80.33 feet; thence South 62° 46' 44" West 45.15 feet; thence along a curve to the right having a radius of 50.00 feet through a central angle of 100° 22' 10" an arc distance of 87.59 feet; thence North 16° 15' 06" West 90.14 feet; thence along a curve to the left having a radius of 125.00 feet through a central angle of 47° 46' 09" an arc distance of 104.22 feet; thence North 64° 37' 15" West 30.69 feet; thence along a curve to the left having a radius of 425.00 feet through a central angle of 17° 45'

46" an arc distance of 131.76 feet; thence North 82° 23' 01" West 101.80 feet; thence along a curve to the right having a radius of 525.00 feet through a central angle of 11° 49' 46" an arc distance of 108.39 feet; thence North 70° 33' 15" West 58.85 feet; thence along a curve to the right having a radius of 850.00 feet through a central angle of 08° 34' 58" an arc distance of 127.33 feet; thence North 61° 58' 16" West 70.74 feet; thence along a curve to the left having a radius of 450.00 feet through a central angle of 11° 30' 14" an arc distance of 90.35 feet; thence North 73° 28' 30" West 64.80 feet; thence along a curve to the right having a radius of 925.00 feet through a central angle of 04° 45' 07" an arc distance of 76.72 feet; thence North 68° 43' 23" West 18.06 feet; thence along a curve to the left having a radius of 40.00 feet through a central angle of 94° 00' 58" an arc distance of 65.64 feet; thence South 17° 15' 39" West 32.32 feet; thence along a curve to the right having a radius of 70.00 feet through a central angle of 42° 57' 20" an arc distance of 52.48 feet; thence South 60° 12' 59" West 202.46 feet; thence along a curve to the right having a radius of 2000.00 feet through a central angle of 02° 43' 46" an arc distance of 95.27 feet; thence South 62° 56' 45" West 58.35 feet; thence along a curve to the right having a radius of 140.00 feet through a central angle of 64° 00' 04" an arc distance of 156.38 feet; thence North 53° 03' 11" West 32.54 feet; thence along a curve to the right having a radius of 120.00 feet through a central angle of 39° 14' 03" an arc distance of 82.17 feet; thence along a curve to the right having a radius of 120.00 feet through a central angle of 03° 56' 33" an arc distance of 8.25 feet; thence North 13° 49' 08" West 58.75 feet; thence along a curve to the left having a radius of 160.00 feet through a central angle of 50° 57' 58" an arc distance of 142.32 feet; thence North 64° 47' 05" West 68.47 feet; thence along a curve to the right having a radius of 1:00.00 feet through a central angle of 02° 59' 17" an arc distance of 130.37 feet; thence North 61° 47' 49" West 24.14 feet; thence along a curve to the left having a radius of 400.00 feet through a central angle of 130 16' 59" an arc distance of 92.73 feet; thence North 75° 04' 48" West 15.69 feet; thence along a curve to the right having a radius of 1050.00 feet through a central angle of 05° 42' 08" an arc distance of 104.50 feet; thence North 69° 22' 40" West 28.44 feet; thence along a curve to the right having a radius of 110.00 feet through a central angle of 44° 18' 14" an arc distance of 85.06 feet; thence North 25° 04' 26" West 36.32 feet; thence along a curve to the left having a radius of 1050.00 feet through a central angle of 05° 57' 39" an arc distance of 109.24 feet; thence North 31° 02' 05" West 72.28 feet; thence along a curve to the right having a radius of 275.00 feet through a central angle of 23° 04' 21" an arc distance of 110.74 feet; thence North 07° 57' 44" West 219.52 feet to the Southerly line of the above described 49.7 acre parcel, from where the Southwesterly corner of said parcel bears South 80° 24' 30" West 85.23 feet.

The sidelines of this strip shall be lengthened or shortened as necessary so as to provide a continuous strip 40.00 feet wide extending from the Silverado Trail to said Southerly line of said parcel, as contained in deed recorded December 30, 1993 as Series Number 1993-0043087 of Official Records of Napa County.

APN: 039-040-041

PARCEL THREE:

An easement for the maintenance, operation, and replacement of waterlines and appurtenances ordinarily pertaining thereto under, over, along, and across a strip of land 10 feet in width lying 5 feet on each side of an existing waterline, the location of which is more particularly described as

follows:

Beginning at a well which bears North 77° 42' 15" West 6874.9 feet from the most Easterly corner of the lands shown on Map No. 1951 filed July 1, 1970 in Book 17 of Surveys at Page 41 in the Office of the Recorder of Napa County, California; thence, on bearings based upon said Map No. 1951, South 70° 30' 00" East 330.00 feet; thence North 52° 45' 00" East 770.00 feet; thence North 63° 13' 20" West 544.92 feet; thence North 45° 00' 00" West 50 feet, more or less, to the Southerly line of the 49.7 acre Parcel described above, as contained in deed recorded December 30, 1993 as Series Number 1993-0043087 of Official Records of Napa County.

PARCEL FOUR:

An easement for the maintenance, operation, and replacement of a water well and appurtenances ordinarily pertaining thereto, together with the right to draw water from a well, over, under along and across the following described land:

Beginning at a point which bears North 77° 45' 18" West 6946.48 feet from the most easterly corner of said lands formerly of Robert Mondavi Vineyards, Inc. as are shown on Map No. 1951 filed July 1, 1970 in Book 17 of Surveys at page 41 in the office of the County Recorder of said Napa County; thence on bearings based upon said Map No. 1951 North 55° 22' 00" East 100.00 feet; thence South 34° 38' 00" East 100.00 feet; thence South 55° 22' 00" West 100.00 feet; thence North 34° 38' 00" West 100.00 feet to the point of beginning of this description, as contained in deed recorded December 30, 1993 as Series Number 1993-0043087 of Official Records of Napa County.

EXHIBIT B

Not Used.

EXHIBIT C

Site Plan/Delivery Point

Intentional – Giant Map

EXHIBIT D

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

Town of Yountville
6550 Yount Street
Yountville, California 94559

Exempt from Recording Fees
Government Code Section 6103

APNs _____, _____, _____, _____

MEMORANDUM OF RECYCLED WATER AGREEMENT

THIS MEMORANDUM, made as of _____, 2013, by and between the TOWN OF YOUNTVILLE (Yountville, also referred to herein as “Producer”) and **Constellation Brands U.S. Operations, Inc., d/b/a Wappo Hill Vineyard** (“User”):

1. Producer and User are the Producer and User, respectively, under that certain “Agreement for the Purchase and Sale of Recycled Water” (the “Agreement”) dated _____, 2013, whereby Producer owns and operates a wastewater treatment plant in Yountville, Napa County, California, which benefits certain property owned by User, as more particularly described in Exhibit “A” of the Agreement. The Agreement was approved by the Town Council of Producer by Resolution _____-13.

2. In consideration of the mutual promises set forth in the Agreement, the parties have conferred upon each other certain rights and confirmed certain matters, all as is more fully set forth in the Agreement.

3. Such rights shall take effect as of the date of the Agreement and shall continue in effect until December 31, 2026, (unless terminated earlier under certain conditions) except that User has an option to extend the initial term for an additional ten years, to December 31, 2036, by giving written notice to Producer any time during calendar year 2025.

4. Reference is made to the executed "Agreement with _____ for the Purchase and Sale of Recycled Water" in the possession of the parties hereto for all of its provisions. Those provisions are incorporated and made a part of this Memorandum as though fully set forth herein.

5. This Memorandum of Agreement may be executed in one or more counterparts, each of which when executed, shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

WITNESS the following signatures:

Town of Yountville

Date: _____, 2013

By: _____
Steven R. Rogers, Town Manager

**Constellation Brands U.S. Operations, Inc.,
d/b/a Wappo Hill Vineyard**

Date: _____, 2013

By: _____
Title:

State of California)
) ss.
County of Napa)

On _____, 2013, before me, _____, a notary public for the State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

State of _____)
) ss.
County of _____)

On _____, 2013, before me, _____, a notary public for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

EXHIBIT E

Easements

EASEMENT TO THE TOWN OF YOUNTVILLE
for
RECLAIMED WATER LINE AND APPURTENANCES

Over, along, though, and under the Lands of

CONSTELLATION WINES U.S., INC., A NEW YORK CORPORATION, SUCCESSOR BY MERGER TO ROBERT MONDAVI PROPERTIES INC, A CALIFORNIA CORPORATION, as described in document number 1997-024985, Official Records of Napa County, California.

Beginning at the POINT OF TERMINATION of the Town of Yountville Access Easement as described in document number 2013-_____, Napa County Records

Thence South 27°25'41" East, 12.50 feet

thence South 62°15'25" West a distance of 108.41,

thence North 27°34'12" West a distance of 10.00 ,

thence North 62°24'03" East a distance of 98.44 ,

thence North 27°25'41" West a distance of 66.12 ,

thence South 62°34'19" West a distance of 71.77 ,

thence North 27°25'41" West a distance of 25.00 ,

thence North 62°34'19" East a distance of 115.00 ,

thence South 27°25'41" East a distance of 37.99 ,

thence North 62°34'19" East a distance of 72.98 ,

thence South 27°25'41" East a distance of 45.00 ,

thence South 62°34'19" West a distance of 25.00 ,

thence North 27°25'41" West a distance of 20.00 ,

thence South 62°34'19" West a distance of 81.21 ,

thence South 27°25'41" East a distance of 25.32 , to the Point of Beginning

Containing 8192 Sq Ft more or less

This description was prepared by me or under my direction in May 2013

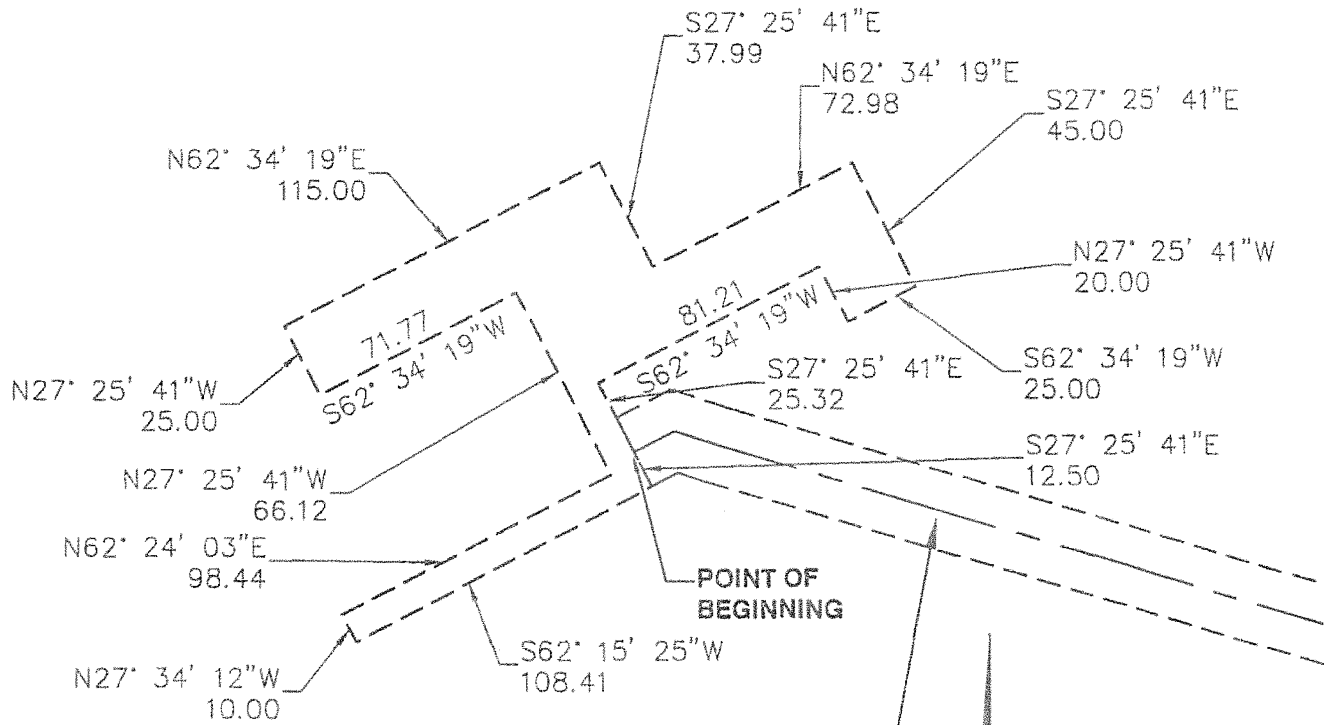


Richard A. Maddock, PLS 8131

NOV 13 2013

Date





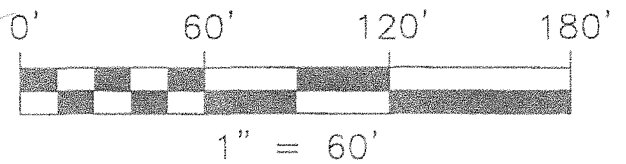
MONDOVI ACCESS EASEMENT TO
TOWN OF YOUNTVILLE
25' WIDE EASEMENT PER
2013 - _____




LANDS OF MONDAVI
DOC No. 1997-024985
A.P.N. 039-040-052

RAM

SCALE



 <p>GHD Inc 2235 Mercury Way, Suite 150 Santa Rosa CA 95407-5472 USA T 1 707 523 1010 F 1 707 527 6679 E sariterosa@ghd.com W www.ghd.com</p>		TOWN OF YOUNTVILLE	JOB NO.
		MONDAVI EASEMENT	

**25 FOOT WIDE
EASEMENT TO THE TOWN OF YOUNTVILLE
for Access along and to
RECLAIMED WATER LINE AND APPURTENANCES**

Over, along, though, and under the Lands of

CONSTELLATION WINES U.S., INC., A NEW YORK CORPORATION, SUCCESSOR BY MERGER TO ROBERT MONDAVI PROPERTIES INC, A CALIFORNIA CORPORATION, as described in document number 1997-024985, Official Records of Napa County, California.

The intent of this access easement is to follow the existing roadways, levees or berms not including areas for parking and turnarounds as needed.

The sidelines of this easement are 12.50 both sides of the following described centerline:

Commencing on the at a 3/4" iron pipe as shown on the Record of Survey filed on Book 47 of Surveys, Page 41, Napa County Records, said iron pipe is shown on said Record of Survey being the southeast terminus of the course labeled as North 38° 19' 22" West 275.54 feet, said iron pipe is on the westerly right of way of Silverado Trail

Thence southeasterly South 33° 51' East 1588 feet more or less to a point on the westerly right of way of Silverado Trail, being the centerline of an existing driveway, and TRUE POINT of BEGINNING of the herein described easement

Thence following the existing driveway South 54° 03' 15 " West, 2214.18 feet, to a curve to the right

Thence along said curve with a radius of 200.00 feet, included angle of 8° 11' 21", for an arc distance of 28.59 feet

Thence South 62° 14' 36" West, 90.83 feet, to a curve to the right

Thence along said curve with a radius of 200.00 feet, included angle of 27° 43' 19", for an arc distance of 96.77 feet

Thence South 89° 57' 55" West, 61.89 feet, to a curve to the left

Thence along said curve with a radius of 250.00, included angle of 34° 07' 37", for and an arc length of 148.91 feet

Thence South 55°50' 18" West, 368.75 feet, to a curve to the right

Thence along said curve with a radius of 150.00 feet, included angle of 43° 15' 52", for an arc length of 113.27 feet

Thence North 80°53'51" West, 164.01 feet to a curve to the right

Thence along said curve with a radius of 150.00 feet, included angle of 47°52'06", for an arc distance of 125.32 feet

Thence North 33°01'44" West, 434.33 feet to a curve to the left
Thence along said curve with a radius of 50.00 feet, included angle of 81°27'28", for an arc distance of 71.09 feet
Thence South 65°30'48" West, 49.10 feet, to a curve to the right
Thence along said curve with a radius of 50.00 feet, included angle of 94°44'51", for an arc distance of 82.68 feet,
Thence North 19°44'21" West, 130.12 feet
Thence North 53°49'26" West, 86.03 feet
Thence North 73°18'03" West, 126.88 feet
Thence 81°26'34" West, 140.01 feet
Thence North 72°24'03" west, 169.39 feet
Thence North 63°26'06" West, 234.36 feet
Thence North 73°29'16" West, 225.59 feet
Thence South 62°34'19 West, 14.83 feet, to the POINT OF TERMINATION of the herein described easement

The sidelines of this easement are to be extended or foreshortened to meet the western northern boundary of the Silverado Trail.

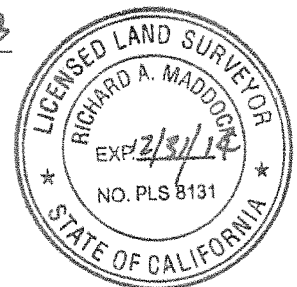
This description was prepared by me or under my direction in May 2013



Richard A. Maddock, PLS 8131

 11/13/2013

Date



POINT OF TERMINATION

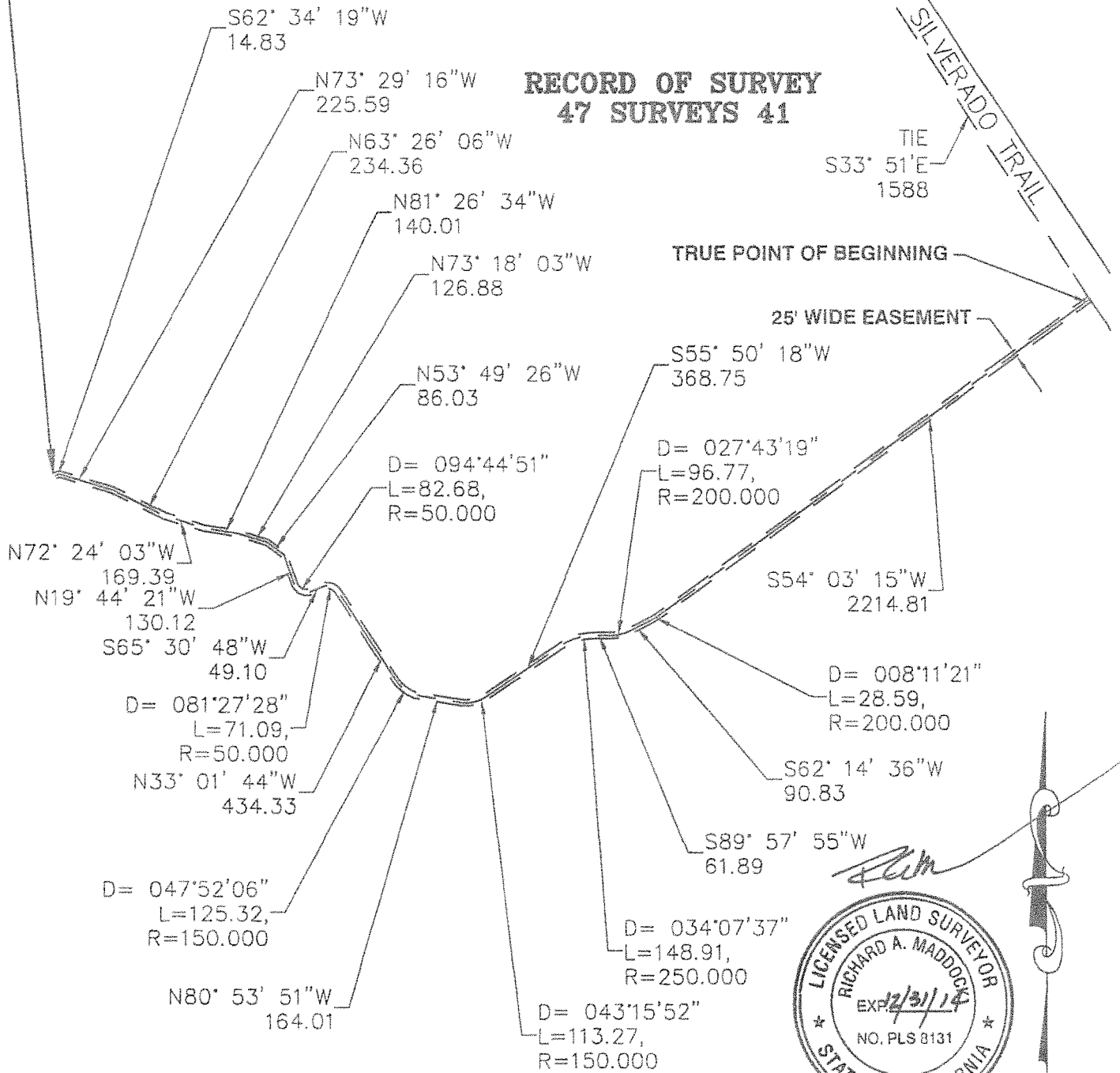
POINT OF COMMENCEMENT
FOUND 3/4" IRON PIPE

RECORD OF SURVEY 47 SURVEYS 41

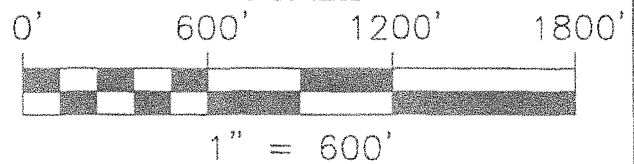
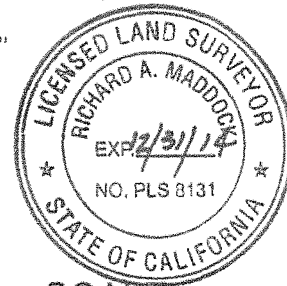
SILVERADO TRAIL
TIE
S33° 51'E
1588

TRUE POINT OF BEGINNING

25' WIDE EASEMENT



LANDS OF
MONDAVI
DOC No. 1997-024985
A.P.N. 039-040-052



GHD Inc.
2235 Mercury Way, Suite 150
Santa Rosa CA 95407-5472 USA
T 1 707 523 1010 F 1 707 527 6079
E santarosa@ghd.com W www.ghd.com

TOWN OF
YOUNTVILLE
MONDAVI
PERMANENT ACCESS EASEMENT

JOB NO.

EXHIBIT F

Hypothetical Water Balances

Water Balance for Wet Year (acre-feet)

Month	RW Available (A-F)	Golf Course	Stag's Leap	Chimney Rock	Clos du Val	Mondavi	Beringer	Total Delivered
Jan	68.4	0.0	0.0	5.0	10.0	4.0	5.0	24.0
Feb	65.8	1.0	0.0	1.9	7.0	12.0	0.0	21.9
Mar	50.6	2.0	0.0	0.0	0.0	20.0	0.0	22.0
Apr	51.3	5.6	1.2	4.2	2.8	14.0	7.0	34.8
May	41.3	9.7	3.1	7.9	6.1	8.0	6.6	41.4
Jun	31.7	11.2	5.9	7.4	3.2	2.0	2.0	31.7
Jul	30.4	11.5	6.0	6.8	3.0	1.1	2.0	30.4
Aug	29.7	11.5	7.0	6.2	3.0	0.0	2.0	29.7
Sep	30.0	11.2	7.0	6.3	3.5	0.0	2.0	30.0
Oct	31.9	12.4	7.0	7.0	3.5	0.0	2.0	31.9
Nov	31.4	11.4	4.0	4.0	4.0	6.0	2.0	31.4
Dec	60.7	2.6	0.0	5.0	12.0	24.0	17.1	60.7
Total	523.2	90.1	41.2	61.7	58.1	91.1	47.7	389.9

Percent Distribution Range in Wet Year

Month	RW Available (A-F)	Golf Course	Stag's Leap	Chimney Rock	Clos du Val	Mondavi	Beringer	Total Delivered
Jan	68.4	0.0%	0.0%	7.3%	14.6%	5.8%	7.3%	35.1%
Feb	65.8	1.5%	0.0%	2.9%	10.6%	18.2%	0.0%	33.3%
Mar	50.6	4.0%	0.0%	0.0%	0.0%	39.5%	0.0%	43.5%
Apr	51.3	10.9%	2.3%	8.2%	5.5%	27.3%	13.6%	67.8%
May	41.3	23.5%	7.5%	19.1%	14.8%	19.4%	16.0%	100.2%
Jun	31.7	35.3%	18.6%	23.3%	10.1%	6.3%	6.3%	100.0%
Jul	30.4	37.8%	19.7%	22.4%	9.9%	3.6%	6.6%	100.0%
Aug	29.7	38.7%	23.6%	20.9%	10.1%	0.0%	6.7%	100.0%
Sep	30.0	37.3%	23.3%	21.0%	11.7%	0.0%	6.7%	100.0%
Oct	31.9	38.9%	21.9%	21.9%	11.0%	0.0%	6.3%	100.0%
Nov	31.4	36.3%	12.7%	12.7%	12.7%	19.1%	6.4%	100.0%
Dec	60.7	4.3%	0.0%	8.2%	19.8%	39.5%	28.2%	100.0%
Total	523.2	17.2%	7.9%	11.8%	11.1%	17.4%	9.1%	74.5%

Water Balance for Normal Rainfall, Wet Early (acre-feet)

Month	RW Available (A-F)	Golf Course	Stag's Leap	Chimney Rock	Clos du Val	Mondavi	Beringer	Total Delivered
Jan	58.7	0.0	0.0	0.0	8.0	20.0	15.0	43.0
Feb	58.6	0.0	1.5	0.0	9.0	18.3	10.0	38.8
Mar	43.5	3.0	0.4	6.5	1.0	24.5	2.5	37.9
Apr	33.1	7.3	2.0	6.6	7.6	6.7	2.9	33.1
May	32.2	11.8	3.4	6.2	6.4	2.4	2.0	32.2
Jun	29.5	11.2	5.7	6.6	4.0	0.0	2.0	29.5
Jul	26.5	11.5	5.5	5.5	2.0	0.0	2.0	26.5
Aug	26.4	11.5	5.5	5.4	2.0	0.0	2.0	26.4
Sep	25.1	11.2	5.0	4.9	2.0	0.0	2.0	25.1
Oct	31.7	12.4	7.0	7.0	2.0	1.3	2.0	31.7
Nov	31.4	11.4	3.8	4.4	5.5	4.3	2.0	31.4
Dec	32.5	1.7	0.0	5.3	11.0	12.5	2.0	32.5
Total	429.2	93.0	39.8	58.4	60.5	90.0	46.4	388.1

Percent Distribution with Normal Rainfall, Wet Early

Month	RW Available (A-F)	Golf Course	Stag's Leap	Chimney Rock	Clos du Val	Mondavi	Beringer	Total Delivered
Jan	58.7	0.0%	0.0%	0.0%	13.6%	34.1%	25.6%	73.3%
Feb	58.6	0.0%	2.6%	0.0%	15.4%	31.2%	17.1%	66.2%
Mar	43.5	6.9%	0.9%	14.9%	2.3%	56.3%	5.7%	87.1%
Apr	33.1	22.1%	6.0%	19.9%	23.0%	20.2%	8.8%	100.0%
May	32.2	36.6%	10.6%	19.3%	19.9%	7.5%	6.2%	100.0%
Jun	29.5	38.0%	19.3%	22.4%	13.6%	0.0%	6.8%	100.0%
Jul	26.5	43.4%	20.8%	20.8%	7.5%	0.0%	7.5%	100.0%
Aug	26.4	43.6%	20.8%	20.5%	7.6%	0.0%	7.6%	100.0%
Sep	25.1	44.6%	19.9%	19.5%	8.0%	0.0%	8.0%	100.0%
Oct	31.7	39.1%	22.1%	22.1%	6.3%	4.1%	6.3%	100.0%
Nov	31.4	36.3%	12.1%	14.0%	17.5%	13.7%	6.4%	100.0%
Dec	32.5	5.2%	0.0%	16.3%	33.8%	38.5%	6.2%	100.0%
Total	429.2	21.7%	9.3%	13.6%	14.1%	21.0%	10.8%	90.4%

Water Balance for Normal Rainfall, Wet Late (acre-feet)

Month	RW Available (A-F)	Golf Course	Stag's Leap	Chimney Rock	Clos du Val	Mondavi	Beringer	Total Delivered
Jan	58.7	0.0	0.0	0.0	7.0	12.5	6.0	25.5
Feb	65.8	0.0	0.5	2.7	4.0	12.1	7.0	26.3
Mar	50.6	2.4	1.0	5.0	6.2	18.0	8.1	40.7
Apr	51.3	6.1	1.3	5.0	8.5	20.4	10.0	51.3
May	37.3	11.7	3.2	5.9	6.1	6.9	3.5	37.3
Jun	29.5	11.2	5.7	6.6	4.0	0.0	2.0	29.5
Jul	26.5	11.5	5.5	5.5	2.0	0.0	2.0	26.5
Aug	26.4	11.5	5.9	5.0	2.0	0.0	2.0	26.4
Sep	25.1	11.2	5.0	4.9	2.0	0.0	2.0	25.1
Oct	27.5	12.4	6.0	5.1	2.0	0.0	2.0	27.5
Nov	24.7	11.4	3.0	2.3	4.0	2.0	2.0	24.7
Dec	27.3	2.0	0.0	4.0	9.0	12.3	0.0	27.3
Total	450.7	91.4	37.1	52.0	56.8	84.2	46.6	368.1

Percent Distribution with Normal Rainfall, Wet Late

Month	RW Available (A-F)	Golf Course	Stag's Leap	Chimney Rock	Clos du Val	Mondavi	Beringer	Total Delivered
Jan	58.7	0.0%	0.0%	0.0%	11.9%	21.3%	10.2%	43.4%
Feb	65.8	0.0%	0.8%	4.1%	6.1%	18.4%	10.6%	40.0%
Mar	50.6	4.7%	2.0%	9.9%	12.3%	35.6%	16.0%	80.4%
Apr	51.3	11.9%	2.5%	9.7%	16.6%	39.8%	19.5%	100.0%
May	37.3	31.4%	8.6%	15.8%	16.4%	18.5%	9.4%	100.0%
Jun	29.5	38.0%	19.3%	22.4%	13.6%	0.0%	6.8%	100.0%
Jul	26.5	43.4%	20.8%	20.8%	7.5%	0.0%	7.5%	100.0%
Aug	26.4	43.6%	22.3%	18.9%	7.6%	0.0%	7.6%	100.0%
Sep	25.1	44.6%	19.9%	19.5%	8.0%	0.0%	8.0%	100.0%
Oct	27.5	45.1%	21.8%	18.5%	7.3%	0.0%	7.3%	100.0%
Nov	24.7	46.2%	12.1%	9.3%	16.2%	8.1%	8.1%	100.0%
Dec	27.3	7.3%	0.0%	14.7%	33.0%	45.1%	0.0%	100.0%
Total	450.7	20.3%	8.2%	11.5%	12.6%	18.7%	10.3%	81.7%

Water Balance for Dry Year (acre-feet)

Month	RW Available (A-F)	Golf Course	Stag's Leap	Chimney Rock	Clos du Val	Mondavi	Beringer	Total Delivered
Jan	26.4	0.0	0.0	2.0	6.0	11.4	7.0	26.4
Feb	52.9	0.0	0.0	5.4	12.7	27.8	7.0	52.9
Mar	38.6	3.0	2.0	5.5	9.5	16.9	1.7	38.6
Apr	33.2	7.0	3.6	6.5	5.7	8.4	2.0	33.2
May	32.2	11.8	3.4	6.2	6.4	4.4	0.0	32.2
Jun	28.1	11.2	5.8	6.0	3.1	1.0	1.0	28.1
Jul	25.5	11.5	5.5	5.5	2.0	0.0	1.0	25.5
Aug	24.5	11.5	5.0	5.0	2.0	0.0	1.0	24.5
Sep	23.1	11.2	4.5	4.5	1.9	0.0	1.0	23.1
Oct	27.5	12.4	6.8	5.3	2.0	0.0	1.0	27.5
Nov	24.7	11.4	2.7	2.6	4.0	2.0	2.0	24.7
Dec	27.3	4.6	0.0	2.0	6.0	12.0	2.7	27.3
Total	364.0	95.6	39.3	56.5	61.3	83.9	27.4	364.0

Percent Distribution in Dry Year

Month	RW Available (A-F)	Golf Course	Stag's Leap	Chimney Rock	Clos du Val	Mondavi	Beringer	Total Delivered
Jan	26.4	0.0%	0.0%	7.6%	22.7%	43.2%	26.5%	100.0%
Feb	52.9	0.0%	0.0%	10.2%	24.0%	52.6%	13.2%	100.0%
Mar	38.6	7.8%	5.2%	14.2%	24.6%	43.8%	4.4%	100.0%
Apr	33.2	21.1%	10.8%	19.6%	17.2%	25.3%	6.0%	100.0%
May	32.2	36.6%	10.6%	19.3%	19.9%	13.7%	0.0%	100.0%
Jun	28.1	39.9%	20.6%	21.4%	11.0%	3.6%	3.6%	100.0%
Jul	25.5	45.1%	21.6%	21.6%	7.8%	0.0%	3.9%	100.0%
Aug	24.5	46.9%	20.4%	20.4%	8.2%	0.0%	4.1%	100.0%
Sep	23.1	48.5%	19.5%	19.5%	8.2%	0.0%	4.3%	100.0%
Oct	27.5	45.1%	24.7%	19.3%	7.3%	0.0%	3.6%	100.0%
Nov	24.7	46.2%	10.9%	10.5%	16.2%	8.1%	8.1%	100.0%
Dec	27.3	16.8%	0.0%	7.3%	22.0%	44.0%	9.9%	100.0%
Total	364.0	26.3%	10.8%	15.5%	16.8%	23.0%	7.5%	100.0%