

Elizabeth Hammond
304 Foothill Blvd.
Calistoga, CA 94515

March 24, 2010

Chairman Manfredi, Planning Commisioners:

At their March 3/10 meeting, Napa County Supervisors voted to not allow weddings and events at Wineries.

For this reason, and many false facts that have been presented by Bounsalls for their Wineries and Event Center Plans, which are totally in disagreement of the General Plan allows for the Bounsalls 6.68 acres. Their plan should be rejected totally with no revisions.

I have presented you with:

1. A copy of the Agreement between Hammond and the Bounsall family, which is a legal document, recorded, and valid, and signed by all parties.
2. A copy of the map of the Flood Plain, which shows the Bounsall property is in the Flood Plain. The front portion of the property, and the back portion.
3. A Plot Map showing the Bounsall property before they owned it, and at the present time, and how they are trying to claim some of my property. Approximately 1/3 acre.

I have spoken out against this project to City Management and the City Council, and they have completely ignored me, and have allowed Bounsalls to start development on this property, to remodel the main residence, build two rental residences, install two septic systems, without permits. All of this done on one acre of this property which is also illegal.

Thank you for your attention.



AGREEMENT

This Agreement ("Agreement") is entered into as of the last date of execution set forth below, by and between ELIZABETH HAMMOND ("HAMMOND") and MARION R. BOUNSALL, individually and as Trustee of the MILTON A. WRIGHT TRUST; JEFFREY BOUNSALL, WILLIAM LOGAN BOUNSALL, and KATHRYN GIAMMONA BOWSER (together "BOUNSALL"). HAMMOND and BOUNSALL are collectively referred to in this Agreement as the "parties." All parties, being competent, for them, their respective representatives, agents, servants, employees, employers, heirs, successors, transferees, administrators, executors, insurers, insureds, attorneys, co-partners and limited partners, co-venturers, predecessors, principals, and assigns, wish to settle certain disputes between them as described in this Agreement.

RECITALS:

This Agreement is made with reference to the following facts:

- A. There is now pending in the Superior Court of California, in and for the County of Napa, a civil action entitled Hammond v. Bounsall, et al., all as set forth in the files and records of the Napa County Superior Court, Case No. 26-29957 (hereinafter the "Action").
- B. HAMMOND is the record owner of fee title to real property located in Napa County California, commonly known as 304 Foothill Boulevard, Calistoga, California, and more specifically identified as Napa County Assessor's Parcel Number 011-526-009 ("HAMMOND Property").
- C. BOUNSALL are the record owners of fee title to real property located in Napa County California, collectively and commonly known as 414 Foothill Boulevard,

Calistoga, California and more specifically identified by the following Napa County Assessor's Parcel Numbers 011-260-066, 011-260-067 and 011-260-073 (as to WILLIAM LOGAN BOUNSALL), 011-260-068, 011-260-074 (as to KATHRYN GIAMMONA BOWSER) and 011-260-076 (as to MARION R. BOUNSALL, Trustee of the MILTON A. WRIGHT TRUST) ("BOUNSALL Property").

D. The Action was filed after a boundary dispute arose between HAMMOND and the BOUNSALL and, specifically, after BOUNSALL crossed onto HAMMOND property and constructed a new fence between the properties. HAMMOND contends that the actions of BOUNSALL constituted, among other things, trespass and conversion. BOUNSALL contend that the fence was constructed based upon a survey they obtained from surveyor Howard Brunner ("BRUNNER SURVEY"). In response, HAMMOND obtained a survey from surveyor Michael Brooks & Associates which she contends accurately depicts the true boundary between the properties to be in the original location of the preexisting boundary fence ("BROOKS SURVEY"). Each party disputes the claims and contentions of the other party.

E. HAMMOND commenced the Action by filing a complaint seeking Declaratory Relief, Quiet Title, and Permanent Injunction seeking orders to confirm and clarify, among other things, the true boundary between the Properties. BOUNSALL filed a cross-complaint seeking, among other things, similar relief in their favor as to the BOUNSALL Property. Each party denies the allegations made by the other in the Action.

F. By reason of the above-described recitals, the parties acknowledge that there is a cloud on the title to their properties identified herein.

G. As a result of the Action and pleadings filed therein, disputes and differences have arisen between the parties to this Agreement. The parties to this Agreement have agreed to

settle, as specified below, the disputes and differences with respect to the facts, relationship and transactions that give rise to the allegations and contentions described in the pleadings on file in the Action and further described in these Recitals on the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties to this Agreement agree as follows:

AGREEMENT

1. Immediate Removal of Wire Fence: BOUNSALL shall immediately remove the wire fence constructed by them between the parties' properties and BOUNSALL shall otherwise refrain from interfering with, or trespassing across the preexisting fence line, the location of which is generally set forth in the Map attached to this Agreement as Exhibit "A".

2. No Interference with Monuments Without a Court Order: No party to this Agreement, nor anyone acting on behalf of any party to this Agreement, shall remove or damage any of the monuments set on the parties' respective properties in connection with any of the survey work performed by Howard Brunner and Michael Brooks or anyone acting on their behalves without a court order or future agreement between the parties or their successors.

3. Dismissal of Action: The parties shall mutually file a dismissal of the Action without prejudice in its entirety.

4. No Further Action To Enforce BRUNNER SURVEY or BROOKS SURVEY. Except in any future legal proceeding any party or successor may file in Napa County Superior Court, neither BOUNSALL nor HAMMOND shall pursue, and shall otherwise cease, any and all actions to enforce or establish any boundary between the properties based upon the BRUNNER SURVEY or the BROOKS SURVEY or any other information that seeks to place the boundary

line between the parties' respective properties, except that HAMMOND may record a copy of the BROOKS SURVEY in their sole discretion.

5. Memorandum of Agreement. The parties agree to record against their properties a Memorandum of Agreement in the form attached hereto as Exhibit "B". The parties further represent and warrant that in any dealings with any purchasers of the properties described herein, the City of Calistoga and/or County of Napa, regarding the use, entitlements, development, transfer or sale of any of the properties described herein, said third parties will be provided a copy of this Agreement.

6. No Applicable Statute of Limitations. The parties acknowledge and agree that there is no statute of limitations that applies to any future action which seeks to obtain a court judgment establishing the location of the legal boundary between their respective properties, notwithstanding the present, past or future existence of any fencing that coincides or fails to coincide with said boundary. In any future action between the parties to establish the location of the legal boundary between the properties identified herein, no evidence of any actions, permits or approvals of any governmental agency occurring since the date of this agreement and affecting any of the properties identified herein may be offered for admission in evidence by either BOUNSALL or HAMMOND or may be admitted in evidence by any court or arbitrator.

7. Representation by Counsel: The parties to this Agreement represent that they have had an opportunity to be represented by counsel of their own choosing in the execution of this Agreement, that they have carefully and fully read this Agreement, and that they freely and voluntarily entered into it.

8. Reservation of Claims for Fees and Costs: The parties agree that any rights, claims or damages arising out of the Action shall be reserved and preserved by all parties,

including but not limited to recovery of costs (including any attorneys' fees where applicable), liability and damages claims in any subsequent litigation (or arbitration) filed by either party (or their transfers, assigns or successors in interest) and arising out of or relating to these same claims and allegations.

9. Headings: The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

10. Entire Agreement: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties with respect to such subject matter.

11. Amendment: The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only on the written consent of all the parties to this Agreement.

12. Severability: If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. Construction of Agreement: This Agreement, and each of the provisions hereof, has been reached as the result of negotiations between the parties and their respective attorneys. Each of the parties hereto expressly acknowledges and agrees that this Agreement shall not be deemed to have been prepared by, or drafted by, any particular party or parties hereto, and that the normal rule of construction to the effect that any ambiguities are to be

resolved against the drafting party or parties shall not be employed in the interpretation of this Agreement.

14. Binding Nature of Agreement: This Agreement shall be binding upon, and shall inure to the benefit of, each party hereto, each party's companies, subsidiaries and affiliated companies, and all of their respective owners, representatives, agents, partners, shareholders, members, joint venturers, officers, directors, servants, employees, employers, heirs, successors, transferees, administrators, executors, insurers, insureds, sureties, co-partners and limited partners, co-venturers, predecessors, principals, and assigns.

15. Warranty of Ownership and Authority:

15.1. All parties to this Agreement represent and warrant that at the time of the initiation of the Action, and at the time of the execution of this Agreement, they were and are the sole exclusive owners of each of the claims, demands, actions and causes of action affected by this Agreement.

15.2. All parties to this Agreement further represent and warrant that they have not sold, assigned, conveyed or transferred any of the subject claims, demands, actions, causes of action, rights and obligations at issue in the Action or described in this Agreement, or any portion thereof.

16. Counterparts: This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence against any party who has signed it, but all of which together shall constitute one and the same Agreement.

17. Gender: Any use of masculine, feminine, or neuter gender shall include all genders, and both singular and plural forms.

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18. Governing Law: This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

19. No Admissions: This Agreement pertains to disputed claims and expressly does not constitute an admission of liability on the part of any party hereto, or an admission by HAMMOND regarding the accuracy or validity the BRUNNER SURVEY or BOUNSALL regarding the accuracy or validity of the BROOKS SURVEY.

20. Notice of Pending Action: If either BOUNSALL or HAMMOND, or anyone acting on their behalf recorded a Notice of Pending Action in this matter, they shall, immediately upon execution of this Agreement, record a Withdrawal of Notice of Pending Action ("Withdrawal"). Upon any such Withdrawal, the parties expressly agree that the provisions of Code of Civil Procedure sections 405.60 and 405.61 shall not be applicable.

21. Attorneys' Fees: In any action to enforce or interpret any term or provision of this Agreement, including any breach thereof, the prevailing party shall be entitled to recover attorneys' fees, experts' fees, and costs in connection with such action.

HAMMOND:

Dated: 9/13/07, 2007

By: 
ELIZABETH HAMMOND

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BOUNSALL:

Dated: 9-12, 2007

By: Marion R. Bounsall, Trst.
MARION R. BOUNSALL, individually
and as Trustee of the MILTON A. WRIGHT
TRUST

Dated: 9/10, 2007

By: Jeffrey Bounsall
JEFFREY BOUNSALL

Dated: 9/11, 2007

By: William Logan Bounsall
WILLIAM LOGAN BOUNSALL

Dated: 9/11, 2007

By: Kathryn Giammona Bowser
KATHRYN GIAMMONA BOWSER

APPROVED AS TO FORM:

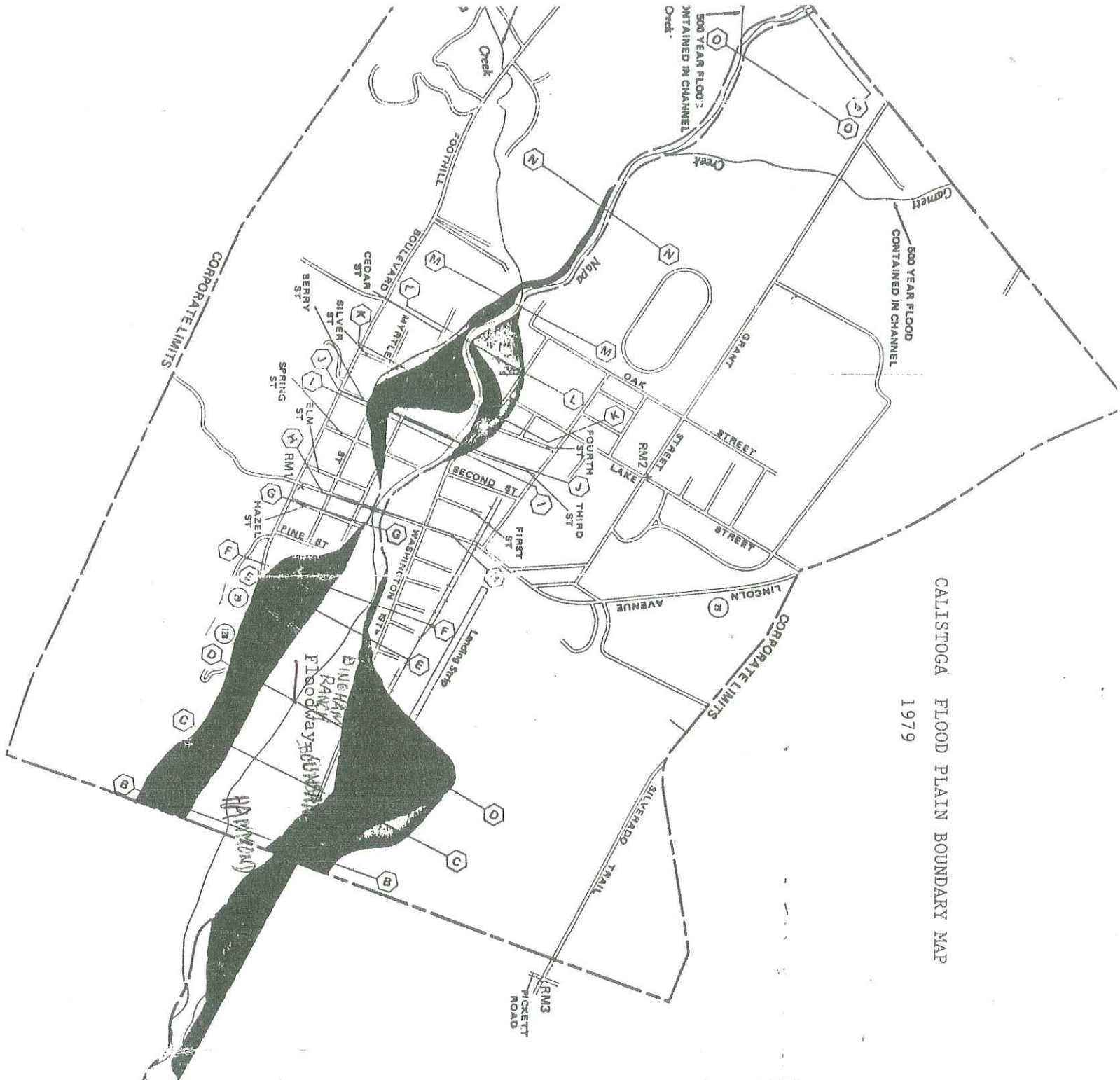
by: _____
STEPHEN J. THOMAS
Attorney for HAMMOND

DICKENSON, PEATMAN & FOGERTY

by: _____
PAUL CAREY
Attorneys for BOUNSALL

CALISTOGA FLOOD PLAIN BOUNDARY MAP

1979



SEE INSET A

KEY TO MAP

- 500-Year Flood Boundary ———
- 100-Year Flood Boundary ———
- FLOODWAY FRINGE ———
- 100-Year Flood Boundary ———
- 500-Year Flood Boundary ———
- Approximate 100-Year Flood Boundary ———
- Cross Section Line ———
- Elevation Reference Mark ———
- Rail Mile ———

NOTES TO USER

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the Federal Insurance Administration.

This map was prepared to support minimum flood plain management regulations; it may not show all areas subject to flooding in the community or all planimetric features outside special flood hazard areas.



Geographic Information Systems

COUNTY HOME | LIVING IN NAPA | DOING BUSINESS | VISITING NAPA | GOVERNANCE

Menu

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28 LACS →

Parcel: 011260009000



New Search
Disclaimer

Select tool and click location on map to activate.
 Zoom In Zoom Out Pan Identify

Print
Home
Legend

Environmental Data

Flood Zone:

Parcel falls within the FEMA Flood Zone

GW Ordinance:

Parcel not in Groundwater Deficient Area

HazMat Releases:

Calistoga Mineral Water Co
CALISTOGA CITY PUBLIC WORKS DE
Vitkovsky Property

Boundary & Jurisdiction Data

Voting Precinct:

343203

Supervisor District:

District 3 - Diane Dillon

School District:

Calistoga Jt. Unified

Census Data:

Tract: 202000 Block Group: 1

County Zoning:

Zoning info only available for unincorporated areas

Official Site of the County of Napa, California
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PARCEL 4 872-28-10-10 A
PACIFIC



CITY OF CALISTOGA
Assessor's Map Bk II Pg. 26
County of Napa, Calif.

NOTE ASSESSOR'S BLOCK
& LOT NUMBERS
SHOWN IN CIRCLES

1953-60



Legend

Road

- Highway
- Rural Arterial
- Urban Arterial
- Urban Collector
- Rural Collector
- Paved Local
- Unpaved Local
- Paved Driveway
- Unpaved Driveway
- Trail

Parcel

County 2007
1:50,000

County 2007

County Boundary