

Sincerely,

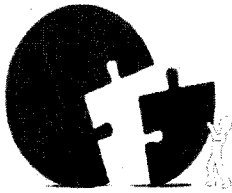
PLANNING DEPARTMENT

A handwritten signature in cursive script, appearing to read "Heather Thomson".

Heather Thomson, Archaeologist

Email CC: Tim Wheeler, twheeler@rivco.org

Attachment: Project Vicinity Map and Project Aerial



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

July 24, 2018

Ramona Band of Cahuilla
Joseph D. Hamilton, Chair
56310 Highway 371, Suite B
Anza, California 92539

SUBJECT: ASSEMBLY BILL 52 (AB 52) FORMAL NOTIFICATION (PPT180019)

This serves to notify you of a proposed project located within Riverside County. A map depicting the location and a project description can be found below. Pursuant to Public Resources Code section 21080.3.1(d), if you wish to initiate consultation on this proposed project, please send a consultation request by August 23, 2018 to hthomson@rivco.org and email cc to fsierra@rivco.org. To ensure an effective and good faith consultation effort, Planning asks that the request for consultation also indicate the following:

- Whether there are TCR's in project area. If so, what specifically is the TCR? The Tribe must provide County with substantial evidence to support this and if the TCR consists of a "landscape", the Tribe must also geographically define the landscape in terms of size and scope of the project.
- Is the Project causing a substantial adverse impact to a TCR? If so, what is that impact?

Project Description:

PLOT PLAN NO. 180019 - Applicant: RTN Development, Rick Neugebauer – Engineer/Representative: RTN Development, Ted Neugebauer - Third Supervisorial District – Rancho California Zoning Area – Southwest Area Plan: Agriculture: Agriculture (AG: AG) within the Temecula Valley Wine County Policy Area–Winery District – Location: North of Pauba Road, Southeast of Avenida Verde, and West of De Portola Road – 20.86 Acres - Zoning: Wine Country-Winery (WC-W)

REQUEST: The proposed plot plan is for a Class V Winery in two (2) phases. Phase One will consist of a two-story wine tasting room and bar with a restaurant attached on the first floor with restrooms. Next to the tasting room will be a covered BBQ area. Second floor will consist of a VIP lounge and offices. Additionally Phase One will consist of a wine production building with a subterranean basement for storage, wine lab and employee restrooms. Phase Two will consist of a three-story, 44 room Wine Country Hotel with laundry services, storage, and employee's lounge on the basement level. First floor will have a hotel lobby foyer, a restaurant, a spa, offices, conference room suites, hotel rooms and VIP suites. The second floor will have a roof deck patio and more hotel rooms. The hotel will also offer an outdoor pool and spa and fire pit areas. Special occasions (weddings/events) will also be offered on the project site with a covered stage area. The project offers 189 parking spaces including 9 ADA parking spaces and winery signage. – APN: 927-640-008, 009, 011, 012, and 015 – Related Cases: HANS170001 and CPM180006.

Riverside Office · 4080 Lemon Street, 12th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 · Fax (951) 955-3157

Desert Office · 77588 El Duna Court, Suite H
Palm Desert, California 92211
(760) 863-8277 · Fax (760) 863-7040

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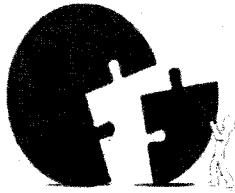
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RIVERSIDE COUNTY PLANNING DEPARTMENT

*Charissa Leach, P.E.
Assistant TLMA Director*

July 24, 2018

Cahuilla Band of Indians
Anthony Madrigal, Cultural Director
52701 Highway 371
Anza, CA 92539

SUBJECT: ASSEMBLY BILL 52 (AB 52) FORMAL NOTIFICATION (PPT180019)

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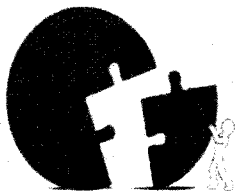
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RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

July 24, 2018

Colorado River Indian Tribes (CRIT)
Brian Etsitty, THPO
26600 Mohave Road
Parker, Arizona 85344

SUBJECT: ASSEMBLY BILL 52 (AB 52) FORMAL NOTIFICATION (PPT180019)

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PLANNING DEPARTMENT



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RIVERSIDE COUNTY PLANNING DEPARTMENT

*Charissa Leach, P.E.
Assistant TLMA Director*

July 24, 2018

Quechan Indian Nation
Keeny Escalanti, President
P.O. Box 1899
Yuma, AZ 85366

SUBJECT: ASSEMBLY BILL 52 (AB 52) FORMAL NOTIFICATION (PPT180019)

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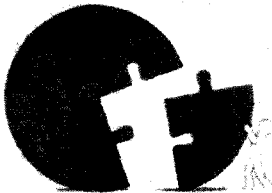


Heather Thomson, Archaeologist

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De Portola Estate Winery, Parking Analysis - 09.27.2018						
Description	Parking Spaces		Hours of Operation	Peak Hours	Peak Days	
Tasting Room	42+2	44 ea	11am- 6 pm	1pm -4pm	Fri/Sat/Sun	
Tasting Room/ Rest			12noon -6 pm	1pm -4pm	Fri/Sat/Sun	
Hotel	130+6	136 ea	24-7	3pm-9pm	Thur/Fri/Sat/ Sun	
Hotel / Restaurant/ Breakfast			7am -11am		Sun-Sat	
Restaurant/ Dinner			4pm - 9 pm	4pm -9pm	Sun-Sat	
Production	8+1	9 ea	7am - 5 pm	none	Mon-Fri	
Totals		189 ea				
Total ADA Parking Spaces		9 ea				
Tasting time typically is 1.5 hrs						
Hotel stay is typically 2 days						
In the event of a full parking lot at Winery, we will shut down the parking for additional cars.						
When we have an Event, wedding, etc, the Event will take priority over the Tasting Room.						



RIVERSIDE COUNTY PLANNING DEPARTMENT

Steve Weiss, AICP
Planning Director

APPLICATION FOR LAND USE AND DEVELOPMENT

CHECK ONE AS APPROPRIATE:

- PLOT PLAN PUBLIC USE PERMIT VARIANCE
 CONDITIONAL USE PERMIT TEMPORARY USE PERMIT
 REVISED PERMIT Original Case No. PPT180019

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATION INFORMATION

Applicant Name: KTU Development

Contact Person: Rick Neugebauer E-Mail: RNEUGE@GMAIL.COM

Mailing Address: 28465 OLD TOWN FRONT ST. SUITE 311
TEMECULA, CA 92590
City State ZIP

Daytime Phone No: (760) 594 1107 Fax No: () _____

Engineer/Representative Name: _____

Contact Person: _____ E-Mail: _____

Mailing Address: _____
Street

City State ZIP

Daytime Phone No: () _____ Fax No: () _____

Property Owner Name: Dpu I, LLC

Contact Person: Rick Neugebauer E-Mail: RNEUGE@GMAIL.COM

Mailing Address: 28465 OLD TOWN FRONT ST SUITE 311
TEMECULA CA 92590
City State ZIP

Daytime Phone No: (760) 594 1107 Fax No: () _____

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"Planning Our Future... Preserving Our Past"

APPLICATION FOR LAND USE AND DEVELOPMENT

Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach a separate sheet that references the use permit type and number and list those names, mailing addresses, phone and fax numbers, and email addresses; and provide signatures of those persons or entities having an interest in the real property(ies) involved in this application.

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the use permit is ready for public hearing.)

DPW LLC [Signature]
PRINTED NAME OF PROPERTY OWNER(S) SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S) SIGNATURE OF PROPERTY OWNER(S)

The Planning Department will primarily direct communications regarding this application to the person identified above as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

AUTHORIZATION FOR CONCURRENT FEE TRANSFER

The applicant authorizes the Planning Department and TLMA to expedite the refund and billing process by transferring monies among concurrent applications to cover processing costs as necessary. Fees collected in excess of the actual cost of providing specific services will be refunded. If additional funds are needed to complete the processing of this application, the applicant will be billed, and processing of the application will cease until the outstanding balance is paid and sufficient funds are available to continue the processing of the application. The applicant understands the deposit fee process as described above, and that there will be **NO** refund of fees which have been expended as part of the application review or other related activities or services, even if the application is withdrawn or the application is ultimately denied.

927640009 -
927640012 -
927640008 -
927640011 -
927640015 -

PROPERTY INFORMATION:

Assessor's Parcel Number(s): PARCE 1 OF PARCEL MERGER 180006

Approximate Gross Acreage: 20.9

General location (nearby or cross streets): North of PAUDA, South of

AVANZA VERDES, East of PAUDA, West of DE PAVOLA

APPLICATION FOR LAND USE AND DEVELOPMENT

PROJECT PROPOSAL:

Describe the proposed project.

CLASS V WINERY
RESTAURANT, TASTING ROOM, PRODUCTION FACILITY (PHASE I)
HOTEL, RESTAURANT, SPA (PHASE II)

Identify the applicable Ordinance No. 348 Section and Subsection reference(s) describing the proposed land use(s): 348.7927

Number of existing lots: 1

EXISTING Buildings/Structures: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>						
No.*	Square Feet	Height	Stories	Use/Function	To be Removed	Bldg. Permit No.
1					<input type="checkbox"/>	
2					<input type="checkbox"/>	
3					<input type="checkbox"/>	
4					<input type="checkbox"/>	
5					<input type="checkbox"/>	
6					<input type="checkbox"/>	
7					<input type="checkbox"/>	
8					<input type="checkbox"/>	
9					<input type="checkbox"/>	
10					<input type="checkbox"/>	

Place check in the applicable row, if building or structure is proposed to be removed.

PROPOSED Buildings/Structures: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
No.*	Square Feet	Height	Stories	Use/Function
1	9,000	35	2	TASTING ROOM / RESTAURANT
2	10,000	22	1/B	PRODUCTION BLDG w/ BASEMENT
3	50,000	3	2/B	HOTEL / SPA / RESTAURANT
4				
5				
6				
7				
8				
9				
10				

PROPOSED Outdoor Uses/Areas: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
No.*	Square Feet	Use/Function
1	6,000 sq ft	EVENT AREA
2		
3		
4		
5		

APPLICATION FOR LAND USE AND DEVELOPMENT

6		
7		
8		
9		
10		

* Match to Buildings/Structures/Outdoor Uses/Areas identified on Exhibit "A".

Check this box if additional buildings/structures exist or are proposed, and attach additional page(s) to identify them.)

Related cases filed in conjunction with this application:

Are there previous development applications filed on the subject property: Yes No

If yes, provide Application No(s). _____
(e.g. Tentative Parcel Map, Zone Change, etc.)

Initial Study (EA) No. (if known) _____ EIR No. (if applicable): _____

Have any special studies or reports, such as a traffic study, biological report, archaeological report, geological or geotechnical reports, been prepared for the subject property? Yes No

If yes, indicate the type of report(s) and provide a signed copy(ies): HANS 170001

Is the project located within 1,000 feet of a military installation, beneath a low-level flight path or within special use airspace as defined in Section 21098 of the Public Resources Code, and within an urbanized area as defined by Government Code Section 65944? Yes No

Is this an application for a development permit? Yes No

If the project located within either the Santa Ana River/San Jacinto Valley watershed, the Santa Margarita River watershed, or the Whitewater River watershed, check the appropriate checkbox below.

If not known, please refer to Riverside County's Map My County website to determine if the property is located within any of these watersheds (search for the subject property's Assessor's Parcel Number, then select the "Geographic" Map Layer - then select the "Watershed" sub-layer)

If any of the checkboxes are checked, click on the adjacent hyperlink to open the applicable Checklist Form. Complete the form and attach a copy as part of this application submittal package.

Santa Ana River/San Jacinto Valley

Santa Margarita River

Whitewater River

APPLICATION FOR LAND USE AND DEVELOPMENT

If the applicable Checklist has concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a plan shall be prepared and included with the submittal of this application.

HAZARDOUS WASTE AND SUBSTANCES STATEMENT

The development project and any alternatives proposed in this application are contained on the lists compiled pursuant to Section 65962.5 of the Government Code. Accordingly, the project applicant is required to submit a signed statement that contains the following information:

Name of Applicant: RTD Development
Address: 28965 Old Town Front St. Suite 311, Temecula
Phone number: 760 574 1107
Address of site (street name and number if available, and ZIP Code): 37446 De Portola Rd
Local Agency: County of Riverside
Assessor's Book Page, and Parcel Number: 522 pg 2
Specify any list pursuant to Section 65962.5 of the Government Code: _____
Regulatory Identification number: _____
Date of list: _____
Applicant: [Signature] Date 6/21/18

HAZARDOUS MATERIALS DISCLOSURE STATEMENT

Government Code Section 65850.2 requires the owner or authorized agent for any development project to disclose whether:

1. Compliance will be needed with the applicable requirements of Section 25505 and Article 2 (commencing with Section 25531) of Chapter 6.95 of Division 20 of the Health and Safety Code or the requirements for a permit for construction or modification from the air pollution control district or air quality management district exercising jurisdiction in the area governed by the County. Yes No
2. The proposed project will have more than a threshold quantity of a regulated substance in a process or will contain a source or modified source of hazardous air emissions. Yes No

I (we) certify that my (our) answers are true and correct.

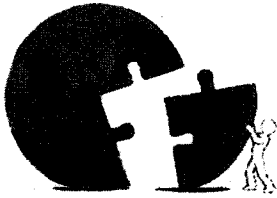
Owner/Authorized Agent (1) [Signature] Date 6/21/18
Owner/Authorized Agent (2) _____ Date _____

APPLICATION FOR LAND USE AND DEVELOPMENT

This completed application form, together with all of the listed requirements provided on the Land Use and Development Application Filing Instructions Handout, are required in order to file an application with the County of Riverside Planning Department.

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\295-1010 Land Use and Development Condensed Application.docx
Created: 04/29/2015 Revised: 06/06/2016

NE 180002



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

APPLICATION FOR EXCEPTION TO NOISE ORDINANCE NO. 847

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

APPLICATION INFORMATION:

Applicant Name: PTN DEVELOPMENT

Contact Person: RICK NEUGEBAUER E-Mail: RNEUGE@GMAIL.COM

Mailing Address: 26465 OLD TOWN FRONT ST. SUITE 311
TEMECULA, CA 92590
City State ZIP

Daytime Phone No: (760) 594 1107 Fax No: ()

Engineer/Representative Name: _____

Contact Person: _____ E-Mail: _____

Mailing Address: _____
Street

City State ZIP

Daytime Phone No: () Fax No: ()

Property Owner Name: OPW I, LLC

Contact Person: RICK NEUGEBAUER E-Mail: RNEUGE@GMAIL.COM

Mailing Address: 26465 OLD TOWN FRONT ST SUITE 311
TEMECULA, CA 92590
City State ZIP

Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach a separate sheet that references the property address and/or assessor's parcel number and list those names, mailing addresses, phone and fax numbers, and email addresses; and provide signatures of those persons or entities having an interest in the real property(ies) involved in this application.

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APPLICATION FOR AN EXCEPTION TO NOISE ORDINANCE NO. 847

PROPERTY INFORMATION:

Assessor's Parcel Number(s): 927140 008, 009, 011, 012, 015

Approximate Gross Acreage: 20.9 acres

General location (nearby or cross streets): North of PAUBA RD, South of VIA VERDES, East of PAUBA, West of OAK MOUNT RD.

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the subdivision is ready for public hearing.)

DPW I, LLC
PRINTED NAME OF PROPERTY OWNER(S)


SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

NOISE EXCEPTION INFORMATION:

Type of Event:

Single Event Exception

Continuous Event Exception

Describe the event, for which the exceptions are being sought, including but not necessarily limited to the following: type of event; setting (indoor, outdoor or a combination of both); proposed schedule; hours of operation; expected number of vehicles per day; and expected number of participants per day.

OUTDOOR MUSIC, WEDDING EVENTS

WINERY OPENS @ 11⁰⁰ AM CLOSSES @ 10⁰⁰ PM WHEN THERE ARE EVENTS OTHERWISE IT WILL CLOSE @ 6⁰⁰ PM FOR TASTINGS.

VEHICLES PER DAY WILL BE LIMITED TO THE NUMBER OF PARKING SPACES -

PARTICIPANTS WILL BE LIMITED TO OCCUPANCY OF THE BUILDING PER CODE, AND NUMBER OF OCCUPANTS IN VEHICLES.

Attach additional sheets as necessary

APPLICATION FOR AN EXCEPTION TO NOISE ORDINANCE NO. 847

Describe the sound sources for which the exceptions are being sought, including, but not necessarily limited to the following: audio equipment; motor vehicle sound systems; sound amplifying equipment and live music.

— LIVE MUSIC, AMPLIFIED

Attach additional sheets as necessary

Describe any noise sensitive land uses/sensitive receptors in the vicinity of the site, including, but not necessarily limited to the following: Schools, hospitals, rest homes, long term care facilities, mental health care facilities, residential uses, libraries, passive recreational uses and places of worship.

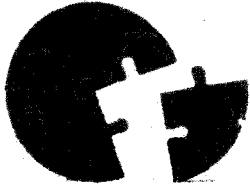
— THE ARE ONLY (2) RECEPTOR IN THE VICINITY OF THE SITE -
S/W APPROX 1500 LF - 1015 BF
— SEE ATTACHED GOOGLE MAP

① 1500
② 1015

Attach additional sheets as necessary

This completed application form, together with all of the listed requirements provided on an Exception to Ordinance No. 847 Application Filing Instructions Handout, are required in order to file an application with the County of Riverside Planning Department.

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\295-1075 NE Condensed Application.docx
Created: 07/06/2015 Revised: 07/30/2018



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

The owner(s) of the property, at their own expense, agree to defend, indemnify and hold harmless the County of Riverside and its agents, officers, and employees from and against any lawsuit, claim, action, or proceeding (collectively referred to as "proceeding") brought against the County of Riverside, its agents, officers, attorneys and employees to attack, set aside, void, or annul the County's decision to approve any tentative map (tract or parcel), revised map, map minor change, reversion to acreage, conditional use permit, public use permit, surface mining permit, WECS permit, hazardous waste siting permit, temporary outdoor event permit, plot plan, substantial conformance, revised permit, variance, setback adjustment, general plan amendment, specific plan, specific plan amendment, specific plan substantial conformance, zoning amendments, and any associated environmental documents. This defense and indemnification obligation shall include, but not limited to, damages, fees and/or costs awarded against the County, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant, property owner, the County, and/or the parties initiating or bringing such proceeding.

6/15/18

Property Owner(s) Signature(s) and Date

DW LLC, Rick Neugebauer, Manager

PRINTED NAME of Property Owner(s)

If the property is owned by multiple owners, the paragraph above must be signed by each owner. Attach additional sheets, if necessary.

If the property owner is a corporate entity, Limited Liability Company, partnership or trust, the following documentation must also be submitted with this application:

- **If the property owner is a limited partnership, provide a copy of the LP-1, LP-2 (if an amendment) filed with the California Secretary of State.**
- **If the property owner is a general partnership, provide a copy of the partnership agreement documenting who has authority to bind the general partnership and to sign on its behalf.**
- **If the property owner is a corporation, provide a copy of the Articles of Incorporation and/or a corporate resolution documenting which officers have authority to bind the corporation and to sign on its behalf. The corporation must also be in good standing with the California Secretary of State.**
- **If the property owner is a trust, provide a copy of the trust certificate.**

Riverside Office · 4080 Lemon Street, 12th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 · Fax (951) 955-1811

Desert Office · 77-588 El Duna Court, Suite H
Palm Desert, California 92211
(760) 863-8277 · Fax (760) 863-7040

INDEMNIFICATION AGREEMENT PROPERTY OWNER INFORMATION

- *If the property owner is a Limited Liability Corporation, provide a copy of the operating agreement for the LLC documenting who has authority to bind the LLC and to sign on its behalf.*

If the signing entity is also a corporate entity, Limited Liability Company, partnership or trust, the above documentation must also be submitted with this application. For any out of State legal entities, provide documentation showing registration with the California Secretary of State.

*In addition to the above, provide a copy of a **Preliminary Title Report** for the property subject to this application. The Preliminary Title Report must be issued by a title company licensed to conduct business in the State of California and dated less than six months prior to the date of submittal of this application. The Assistant TLMA Director may waive the requirement for a Preliminary Title Report if it can be shown to the satisfaction of the Assistant TLMA Director that the property owner(s) has owned the property consistently for at least the last five years.*

ONLY FOR WIRELESS PROJECTS (SEE BELOW)

If the application is for a plot plan for a Wireless Communication Facility, the property owner(s) and the cellular service provider must sign the indemnification paragraph above. If the application is for a plot plan for a wireless communication co-location, only the co-locating service provider needs to sign the indemnification paragraph above.

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A PLOT PLAN, NOISE EXCEPTION AND INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION IN THE RANCHO CALIFORNIA AREA, THIRD SUPERVISORIAL DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, November 6, 2018 at 10:30 A.M.** or as soon as possible thereafter, to consider the Planning Commission's approval on **Fast Track No. 2018-01 for Plot Plan No. 180019**, which proposes a Class V Winery "Project" in two (2) phases on 22.2 gross acres. Phase One will consist of a two-story wine tasting room and bar with a restaurant and covered patio attached on the first floor with restrooms and a wine production building with a wine lab and conference area, employee restrooms and storage. Outside the building will be production equipment comprised of vats, coolers, de-stemmers and crush pads. Special occasions (weddings/events) will also be offered on the project site with a trellis stage area. Phase Two will consist of a three-story, 44 room Wine Country Hotel with a public lounge area, a restaurant, spa treatment facilities, offices, conference room suites, hotel rooms, VIP suites and a roof deck viewing patio. The hotel will also offer an outdoor pool and spa and fire pit areas. The applicant currently has a type 02 ABC license (winegrower). Additionally a type 42 ABC license (on-sale wine for Public Premises) and/or other type licenses will be required for the Class V Winery. **Noise Exception No. 1800002** has been applied in relation to the special occasion facility (outdoor events, weddings and/or live music with amplified sound) to allow for continuous event exceptions as it pertains to noise as required per Ordinance No. 348, Section 14.93.C.4. This project is located in the Temecula Valley Wine Country Policy Area in the Third Supervisorial District.

The Planning Commission recommended that the Board of Supervisors approve the project and adopt a Mitigated Negative Declaration for **Environmental Assessment No. CEQ180061**.

The project case file may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT TIM WHEELER, URBAN REGIONAL PLANNER, AT (951) 955-6060 OR EMAIL twheeler@rivco.org

Any person wishing to testify in support of or in opposition to the project may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the project.

If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Planning Commission or Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the project and/or the related environmental document. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the project, may be changed in a way other than specifically proposed.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Lisa Wagner at (951) 955-1063, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: October 11, 2018

Kecia Harper-Ihem, Clerk of the Board
By: Karen Barton, Board Assistant

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on September 17, 2018,

The attached property owners list was prepared by Riverside County GIS,

APN (s) or case numbers PPT180019 for

Company or Individual's Name RCIT - GIS,

Distance buffered 1000'

Pursuant to application requirements furnished by the Riverside County Planning Department. Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

TITLE: GIS Analyst

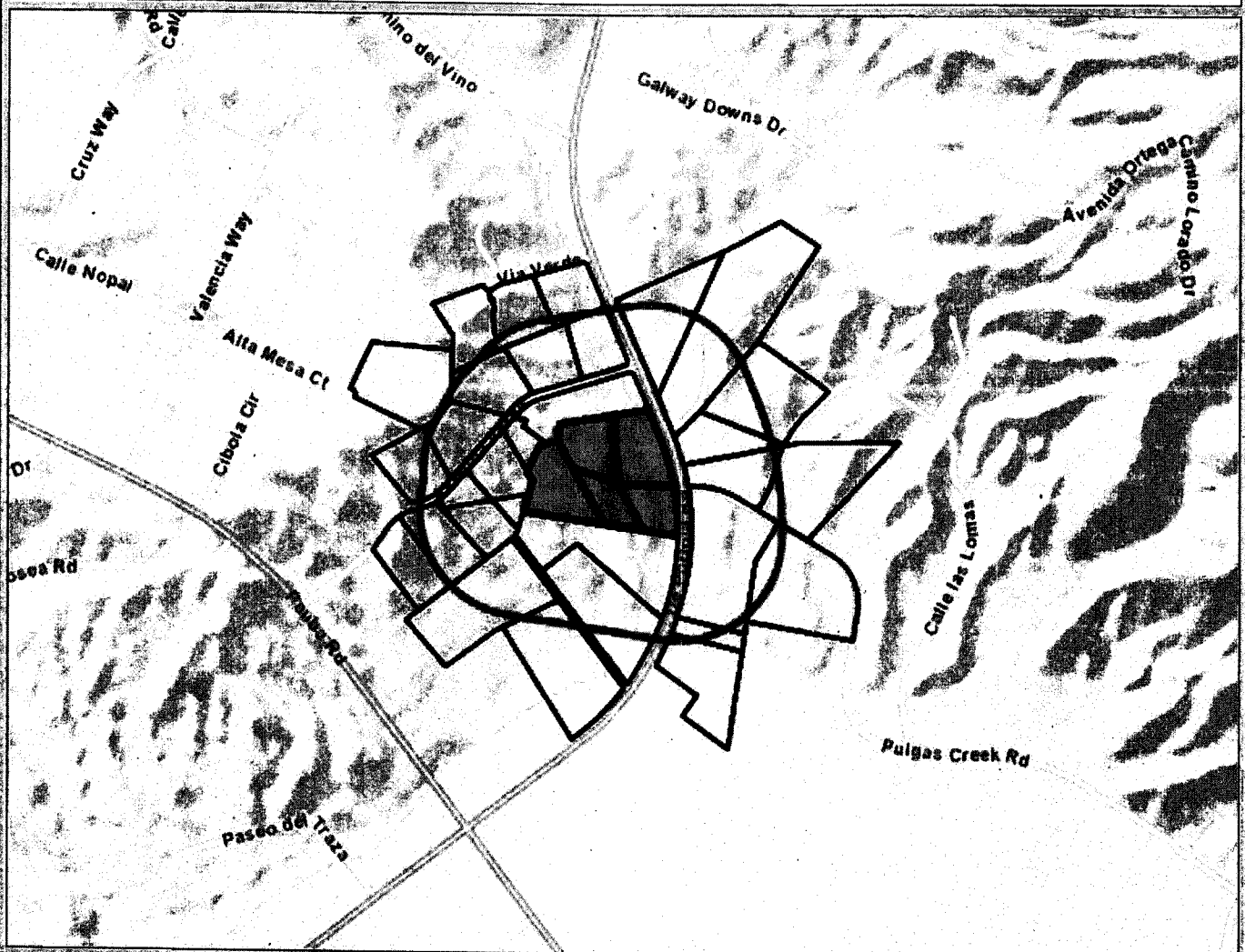
ADDRESS: 4080 Lemon Street 9TH Floor

Riverside, Ca. 92502




TELEPHONE NUMBER (8 a.m. - 5 p.m.): (951) 955-8158

Riverside County GIS Mailing Labels

PPT180019 (1000 feet buffer)



Legend

-  County Boundary
-  Cities
-  World Street Map

Notes



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 9/17/2018 2:10:57 PM

© Riverside County RCIT

927150008
DOUGLAS C WALL
YVONNE K WALL
78450 AVE 41
BERMUDA DUNES CA 92203

927150012
TSM PROP
531 W HOLT BLVD
ONTARIO CA 91762

927150014
STARTEX
C/O C/O STEVEN SMITH
16092 JENNER ST
WESTMINSTER CA 92683

927150036
STEVEN L SMITH
JUDY E SMITH
16092 JENNER ST
WESTMINSTER CA 92683

927280010
FOXTAIL RANCH
C/O C/O JAMES ARTHUR SORCE
37100 OAK MOUNTAIN RD
TEMECULA CA 92592

927280019
BRIAN J BRADY
CAROL LEE BRADY
37850 DE PORTOLA RD
TEMECULA CA. 92592

927280036
KENNETH FALIK
CHRISTINA L FALIK
37750 DE PORTOLA RD
TEMECULA CA. 92592

927280037
ADOBE LAND CO
525 PLAZA DEL CID
CHULA VISTA CA 91910

927280039
ADOBE LAND CO
525 PLAZA DEL SID
CHULA VISTA CA 91910

927280040
ADOBE LAND CO
525 PLAZA DEL SID
CHULA VISTA CA 91910

927540036
STEVEN S WALL
FRANNE M FICARA
36290 PALMADOR LN
TEMECULA CA. 92592

927630021
VVUS
C/O SOLEBY STREET E1 4PN
0
CA. 0

927630022
DE PORTOLA WINERY
1015 FREMONT AVE NO 2
SOUTH PASADENA CA 91030

927640003
RENZONI VINEYARDS INC
37350 DE PORTOLA RD
TEMECULA CA. 92592

927640004
FAZELI VINEYARDS
37320 DEPORTOLA RD
TEMECULA CA 92592

927640008
DPW I
C/O NO 311
28465 OLD TOWN FRONT ST
TEMECULA CA 92590

927640009
DPW I
C/O NO 311
28465 OLD TOWN FRONT ST
TEMECULA CA 92590

927640011
DPW I
C/O NO 311
28465 OLD TOWN FRONT ST
TEMECULA CA 92590

927640012
DPW I
C/O NO 311
28465 OLD TOWN FRONT ST
TEMECULA CA 92590

927640015
DPW I
C/O NO 311
28465 OLD TOWN FRONT ST
TEMECULA CA 92590

927650011
BACHA BHAVAN
43950 MARGARITA RD NO J
TEMECULA CA 92592

927650015
THOMAS J MACE
KRISTINA E MACE
36745 AVENIDA VERDE
TEMECULA CA 92562

927650018
KEITH P ASKEV
36730 AVENIDA VERDE
TEMECULA CA. 92592

927650021
MACE FAMILY REVOCABLE TRUST 2006
C/O C/O THOMAS J MACE
36745 AVENIDA VERDE
TEMECULA CA. 92592

927650023
JUDY Z ROBERTS
36735 AVENIDA VERDE
TEMECULA CA. 92592

927650024
PEYTON CROW
C/O C/O ADAM CROW
44045 MARGARITA RD STE
205 TEMECULA CA 92592

927650025
JUDY Z ROBERTS
36735 AVENIDA VERDE
TEMECULA CA. 92592

927650026
PEYTON CROW
C/O C/O ADAM CROW
44045 MARGARITA RD STE
205 TEMECULA CA 92592

927650029
RONALD L PERROT
KIMBERLEY D PERROT
36651 AVENIDA VERDE
TEMECULA CA. 92592

927650030
PEYTON CROW
42909 JOSHUA TREE CT
MURRIETA CA 92562

927650035
JEAN LUC ANNET
JULIE ANNET
41690 CORPORATE CENTER
MURRIETA CA 92562

927660005
TIANA HALLETT
37975 DE PORTOLA RD
TEMECULA CA. 92592

927660026
BIZHAN FAZELI
WENDY FAZELI
36800 AVENIDA VERDE
TEMECULA CA. 92592

927660027
RIMBA WEST
9 KINGS CT
VALLEY COTTAGE NY 10889

927660029
MARIO ZEPPIERI
RITA ZEPPIERI
P O BOX 2046
FALLBROOK CA 92088

927660037
KIRK KIRKPATRICK
KIM KIRKPATRICK
MICHAEL KIRKPATRICK

36533 VIA VERDE
TEMECULA CA. 92592

927660038
ALI R SAKHAPOUR
BLANCA E SAKHAPOUR
33381 MORNING VIEW DR
TEMECULA CA 92592

927660039
JEAN LUC ANNET
JULIE ANNET
41690 CORPORATE CENTER
MURRIETA CA 92562

RTN Development
28465 Old Town Front Street, Suite 311
Temecula, CA 92590
Attr: Rick & Ted Neugebauer

Temecula Valley Winegrowers Association
P.O. Box 1601
29377 Rancho California Road Suite #203
Temecula, CA 92593

Visit Temecula Valley Wine Country
28690 Mercedes Ave., Suite A
Temecula, CA 92590

RCHA (Rancho California Horseman Association)
P.O. Box 1622
Temecula CA 92593

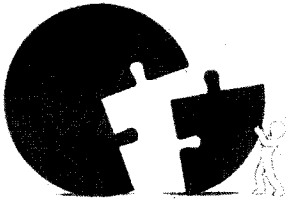
Terilee Hammett
40540 Chaparral Drive
Temecula, CA 92592

The GlenOak Hills HOA
Avalon Management Group, John Ellett
43529 Ridge Park Drive
Temecula, CA 92590

Lorraine F. Harrington
35820 Pauba Rd.
Temecula CA 92592

Larry Smalley
35725 Los Nogales Rd.
Temecula CA 92592

Pechanga Temecula Band of Luiseño Indians
Ebru Ozdil, Planning Specialist
P.O. Box 2183
Temecula, CA 92593



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach
Assistant TLMA Director

TO: Office of Planning and Research (OPR)
P.O. Box 3044
Sacramento, CA 95812-3044
 County of Riverside County Clerk

FROM: Riverside County Planning Department
 4080 Lemon Street, 12th Floor
P. O. Box 1409
Riverside, CA 92502-1409

38686 El Cerrito Road
Palm Desert, California 92211

SUBJECT: Filing of Notice of Determination in compliance with Section 21152 of the California Public Resources Code.

PPT180019 / NE1800002 / CEQ180061
Project Title/Case Numbers

Tim Wheeler
County Contact Person

(951) 955-6060
Phone Number

N/A
State Clearinghouse Number (if submitted to the State Clearinghouse)

RTN Development-Rick Neugebauer
Project Applicant

28465 Old Town Front Street, Suite 311, Temecula, CA 92590
Address

The project is located north of Pauba Road, southeast of Avenida Verde, and west of De Portola Road. The project address is 37440 De Portola Road.
Project Location

Plot Plan No. 180019 proposes a Class V Winery "Project" in two (2) phases on 22.2 gross acres. Phase One will consist of a two-story wine tasting room and bar with a restaurant and covered patio attached on the first floor with restrooms. Next to the tasting room will be a covered BBQ area. Second floor will consist of a VIP lounge and deck seating, offices, and a conference room. Additionally, Phase One will consist of a wine production building with an entry way, wine lab and conference area, and employee restrooms. Outside the building will be production equipment comprised of vats, coolers, de-stemmers, and crush pads. There will also be a subterranean basement for storage with the production building. Special occasions (weddings/events) will also be offered on the Project site with a trellis stage area. Phase Two will consist of a three-story, 44 room Wine Country Hotel with a hotel lobby foyer, public lounge area, hotel laundry services, and storage on the lower level. The second floor will have a restaurant, spa treatment facilities, offices, conference room suites, hotel rooms, and VIP suites. The third floor will have a roof deck viewing patio and more hotel rooms. The hotel will also offer an outdoor pool and spa and fire pit areas. Additionally a type 42 ABC license (on-sale wine for Public Premises) and/or other ABC type licenses will be required for the Class V Winery. The Project offers 189 parking spaces including 9 ADA parking spaces and 5 electrical vehicle spaces, plus winery signage. Noise Exception No. 1800002 has been applied for in relation to the special occasion facility (outdoor events, weddings, and/or live music with amplified sound) to allow for continuous event exceptions as it pertains to noise as required per Ordinance No. 348, Section 14.93.C.4.
Project Description

This is to advise that the Riverside County Board of Supervisors, as the lead agency, has approved the above-referenced project on November 6, 2018, and has made the following determinations regarding that project:

1. The project WILL NOT have a significant effect on the environment.
2. An Environmental Impact Report was not prepared for the project pursuant to the provisions of the California Environmental Quality Act (\$3,069.75+\$50.00) and reflect the independent judgment of the Lead Agency.
3. Mitigation measures WERE made a condition of the approval of the project.
4. A Mitigation Monitoring and Reporting Plan/Program WAS NOT adopted.
5. A statement of Overriding Considerations WAS NOT adopted
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the earlier EA, with comments, responses, and record of project approval is available to the general public at: Riverside County Planning Department, 4080 Lemon Street, 12th Floor, Riverside, CA 92501.

Signature

Project Planner
Title

November 6, 2018
Date

Date Received for Filing and Posting at OPR: _____

**INVOICE (INV-00049684)
FOR RIVERSIDE COUNTY**

BILLING CONTACT
Rick Neugebauer
RTN Development
28465 Old Town Front St, Ste 311
Temecula, Ca 92590

**County of Riverside
Trans. & Land Management Agency**



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS
INV-00049684	06/21/2018	06/21/2018	Paid In Full

REFERENCE NUMBER	FEE NAME	TOTAL
CFW180052	0452 - CF&W Trust Record Fees	\$50.00
0 Unassigned Temecula, CA 92592	SUB TOTAL	\$50.00

TOTAL **\$50.00**

Please Remit Payment To:
County of Riverside P.O. Box 1605 Riverside, CA 92502

Credit Card Payments By Phone:
760-863-7735

For Questions Please Visit Us at the Following Locations:

Riverside Permit Assistance Center
4080 Lemon St., 9th FL
Riverside, CA 92501

Desert Permit Assistance Center
77588 El Duna Ct., Ste H
Palm Desert, CA 92211

**INVOICE (INV-00058348)
FOR RIVERSIDE COUNTY**

BILLING CONTACT
Rick Neugebauer
RTN Development
28465 Old Town Front St, Ste 311
Temecula, Ca 92590

**County of Riverside
Trans. & Land Management Agency**



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS
INV-00058348	10/03/2018	10/03/2018	Paid In Full

REFERENCE NUMBER	FEE NAME	TOTAL
CFW180052	0451 - CF&W Trust ND/MND	\$2,280.75
0 Unassigned Temecula, CA 92592	SUB TOTAL	\$2,280.75

TOTAL **\$2,280.75**

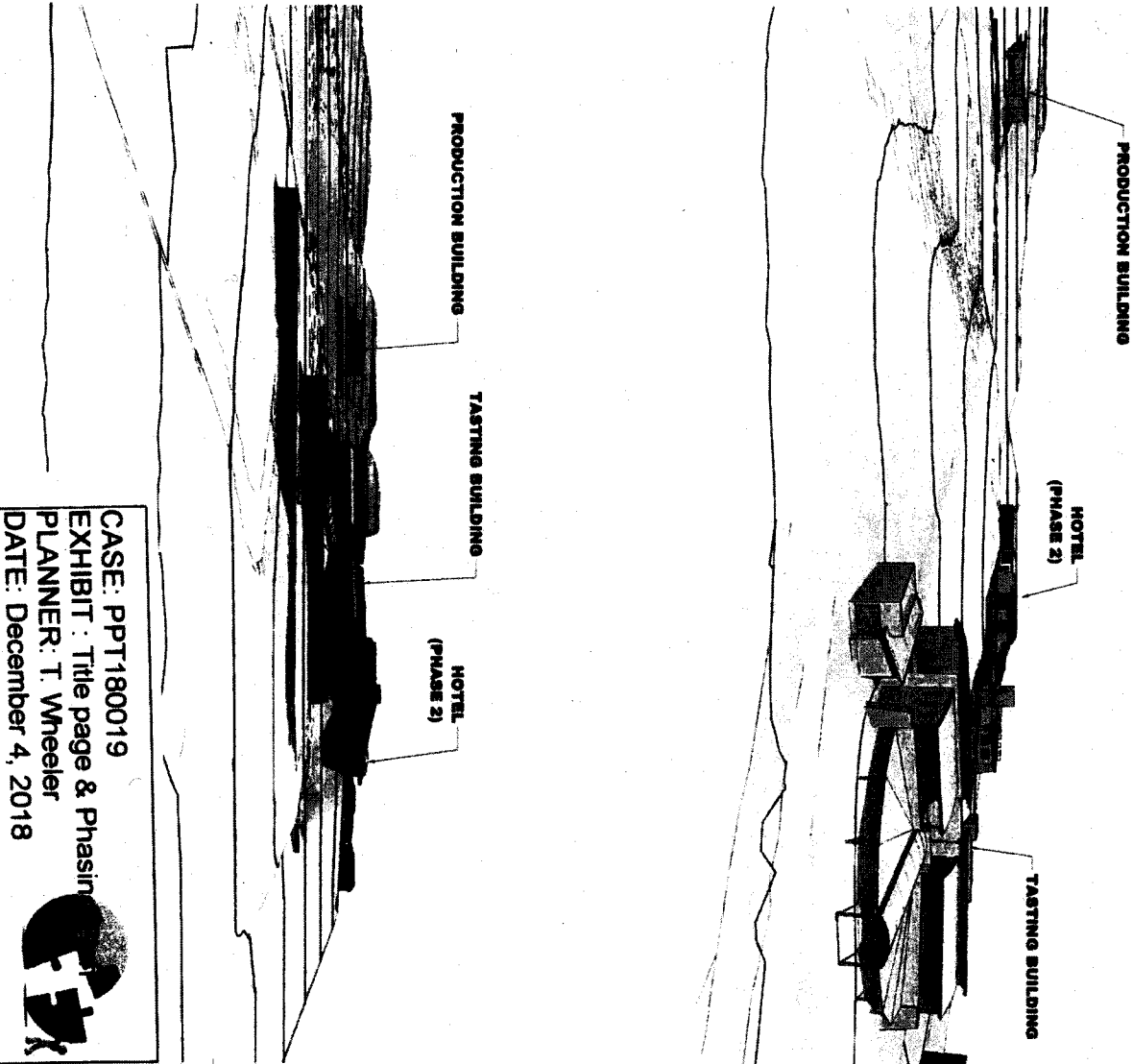
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County of Riverside P.O. Box 1605 Riverside, CA 92502

Credit Card Payments By Phone:
760-863-7735

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Riverside Permit Assistance Center
4080 Lemon St., 9th FL
Riverside, CA 92501

Desert Permit Assistance Center
77588 El Duna Ct., Ste H
Palm Desert, CA 92211



CASE: PPT180019
 EXHIBIT : Title page & Phasing
 PLANNER: T. Wheeler
 DATE: December 4, 2018



project data:

PROJECT NUMBER: [REDACTED]
 PROJECT ADDRESS: [REDACTED]
 PROJECT CONTACT: [REDACTED]
 DATE: [REDACTED]

project team:

ARCHITECT: [REDACTED]
 ENGINEER: [REDACTED]
 PLANNER: [REDACTED]

architectural sheet index

NO.	DATE	DESCRIPTION	SCALE	STATUS	REVISIONS
1	12/04/18	PRODUCTION BUILDING	1/8" = 1'-0"	ISSUED	
2	12/04/18	TASTING BUILDING	1/8" = 1'-0"	ISSUED	
3	12/04/18	HOTEL (PHASE 2)	1/8" = 1'-0"	ISSUED	

Neighborhood map:

PROJECT NUMBER	PPT180019
PROJECT ADDRESS	[REDACTED]
PROJECT CONTACT	[REDACTED]
DATE	12/04/18

DE PORTOLA ESTATE WINERY

ARCHITECT: [REDACTED]

ENGINEER: [REDACTED]

PLANNER: [REDACTED]

DATE: 12/04/18

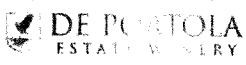
SCALE: 1/8" = 1'-0"

PROJECT NUMBER: PPT180019

PROJECT ADDRESS: [REDACTED]

PROJECT CONTACT: [REDACTED]

DATE: 12/04/18



DE PORTOLA ESTATE WINERY

ARCHITECT: [REDACTED]

ENGINEER: [REDACTED]

PLANNER: [REDACTED]

DATE: 12/04/18

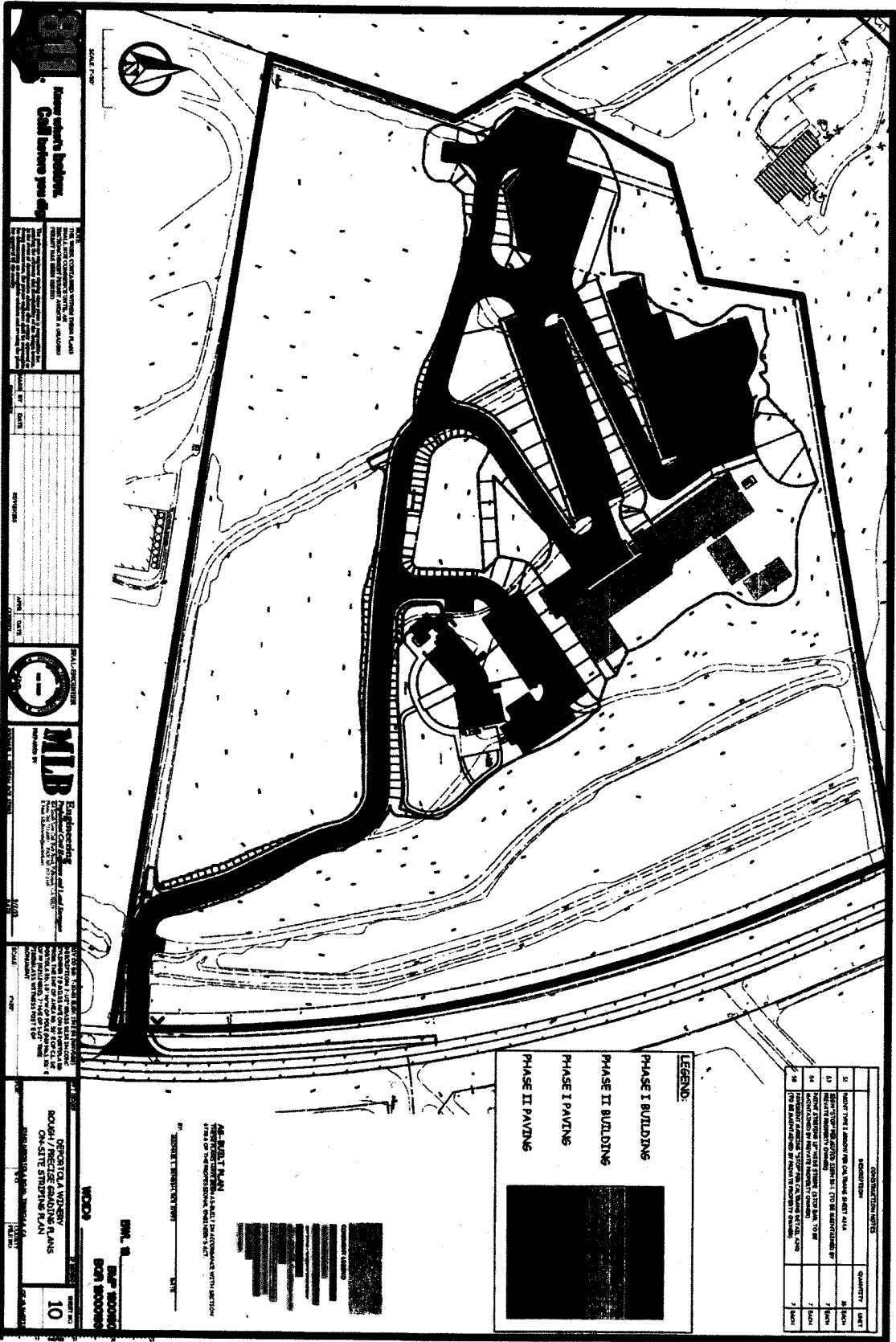
SCALE: 1/8" = 1'-0"

PROJECT NUMBER: PPT180019

PROJECT ADDRESS: [REDACTED]

PROJECT CONTACT: [REDACTED]

DATE: 12/04/18



Know what's behind.
Call before you dig.

THE ABOVE CONTAINING VARIOUS PUBLIC UTILITIES
AND/OR STRUCTURES ARE SHOWN FOR INFORMATION
ONLY. THE USER SHALL VERIFY THE LOCATION,
DEPTH AND CHARACTER OF ALL UTILITIES AND
STRUCTURES PRIOR TO ANY CONSTRUCTION.
THE USER SHALL BE RESPONSIBLE FOR OBTAINING
ALL NECESSARY PERMITS AND FOR PROTECTING
ALL UTILITIES AND STRUCTURES FROM DAMAGE.
NO WARRANTY IS MADE BY THE ENGINEER FOR
THE ACCURACY OF THE INFORMATION SHOWN
HEREON.



M.L.B.
M.L. BROWN, P.E.
Professional Engineer
No. 123456789
State of California

THIS PLAN IS THE PROPERTY OF M.L. BROWN & ASSOCIATES, INC.
IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY
IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED,
REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY
MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING,
RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL
SYSTEM, WITHOUT THE WRITTEN PERMISSION OF M.L. BROWN &
ASSOCIATES, INC.

DEPOSITED IN THE
OFFICE OF THE COUNTY CLERK
OF SAN DIEGO COUNTY
ON 05/15/2010 AT 10:00 AM
BY M.L. BROWN & ASSOCIATES, INC.

10

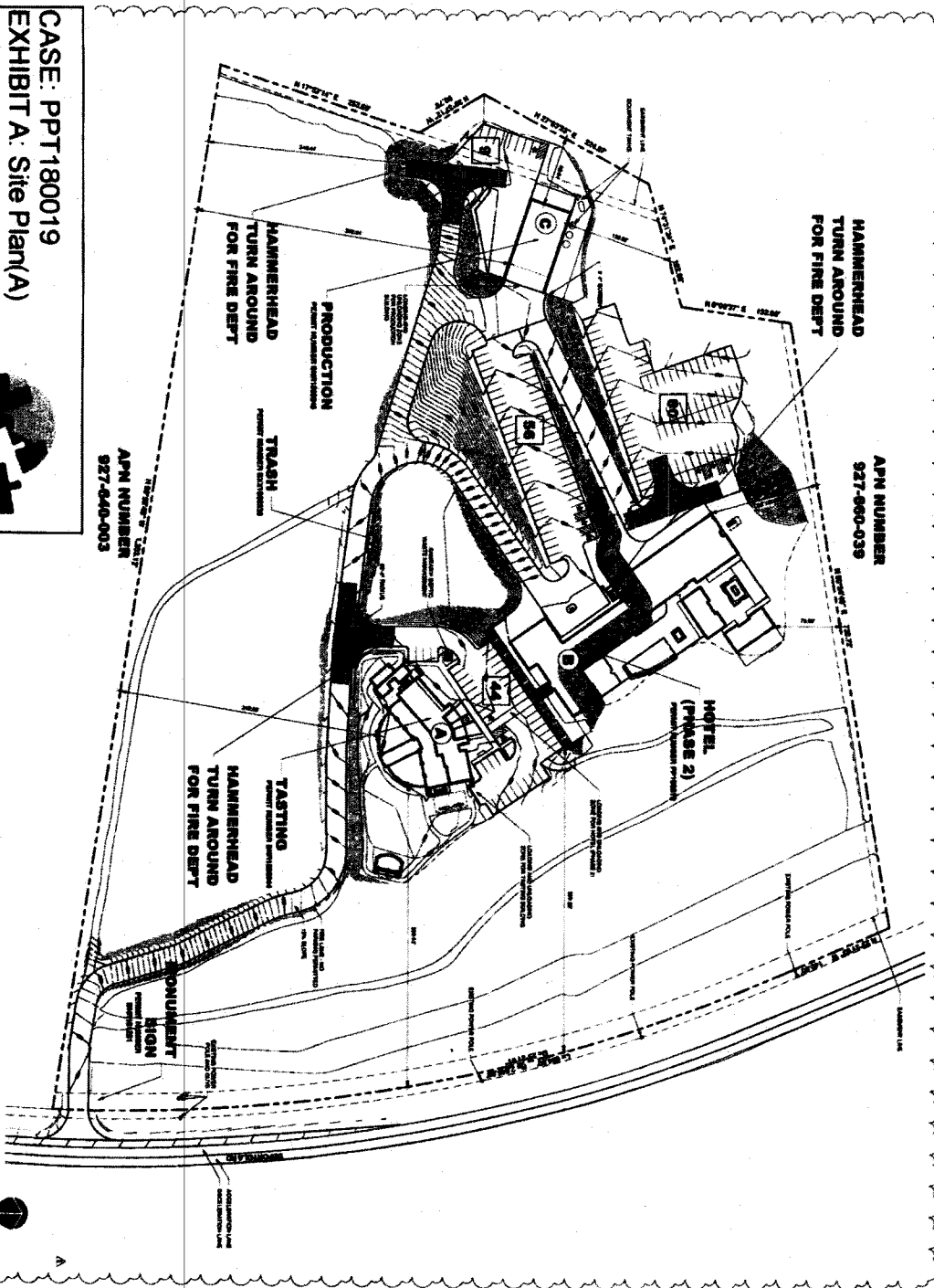
DATE: 05/15/2010
DRAWN BY: M.L.B.
CHECKED BY: M.L.B.
SCALE: AS SHOWN
PROJECT: [REDACTED]
SHEET NO. 10 OF 10

LEGEND:

PHASE I BUILDING	[Symbol]
PHASE II BUILDING	[Symbol]
PHASE I PAVING	[Symbol]
PHASE II PAVING	[Symbol]

NO.	DESCRIPTION	QUANTITY	UNIT
51	PHASE I BUILDING	10,000	SQ. FT.
52	PHASE II BUILDING	15,000	SQ. FT.
53	PHASE I PAVING	5,000	SQ. YD.
54	PHASE II PAVING	7,000	SQ. YD.

- site legends:**
- EXISTING BUILDING FOOTPRINT
 - EXISTING PAVEMENT SURFACE
 - EXISTING DRIVEWAY
 - EXISTING SIDEWALK
 - EXISTING UTILITY
 - EXISTING FENCE
 - EXISTING LANDSCAPE
 - EXISTING TREES
 - EXISTING CURB
 - EXISTING DRIVEWAY
 - EXISTING SIDEWALK
 - EXISTING UTILITY
 - EXISTING FENCE
 - EXISTING LANDSCAPE
 - EXISTING TREES
 - EXISTING CURB



CASE: PPT180019
 EXHIBIT A: Site Plan(A)
 PLANNER: T. Wheeler
 DATE: December 4, 2018



utility providers:

UTILITY	PROVIDER	ADDRESS	PHONE
ELECTRICITY	PG&E	1000 POWER AVENUE, SACRAMENTO, CA 95833	916.499.8000
WATER	SACRAMENTO SANITATION DISTRICT	1000 POWER AVENUE, SACRAMENTO, CA 95833	916.499.8000
SEWER	SACRAMENTO SANITATION DISTRICT	1000 POWER AVENUE, SACRAMENTO, CA 95833	916.499.8000
TELEPHONE	ATTN: SACRAMENTO	1000 POWER AVENUE, SACRAMENTO, CA 95833	916.499.8000
CABLE	ATTN: SACRAMENTO	1000 POWER AVENUE, SACRAMENTO, CA 95833	916.499.8000

parking:

TYPE	NUMBER
TOTAL	100
REQUIRED	100
AVAILABLE	100

DE POSTOLA ESTATE VINEY

001

002

003

004

005

006

007

008

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PROJECT SITE ACREAGE CALCULATION	
NET ACRES (TOTAL)	908,310 SF (26.475)
NET ACRES (PLANNED)	665,810 SF (19.275)
NET ACRES (RESERVED)	18,540 SF (0.535)

PROJECT PERMITS	
GRADING PERMIT	180019
PLANNING PERMIT	180018
CONTRACT PERMIT	180017
PLANNING PERMIT	180016
CONTRACT PERMIT	180015
PLANNING PERMIT	180014
CONTRACT PERMIT	180013
PLANNING PERMIT	180012
CONTRACT PERMIT	180011
PLANNING PERMIT	180010
CONTRACT PERMIT	180009
PLANNING PERMIT	180008
CONTRACT PERMIT	180007
PLANNING PERMIT	180006
CONTRACT PERMIT	180005
PLANNING PERMIT	180004
CONTRACT PERMIT	180003
PLANNING PERMIT	180002
CONTRACT PERMIT	180001

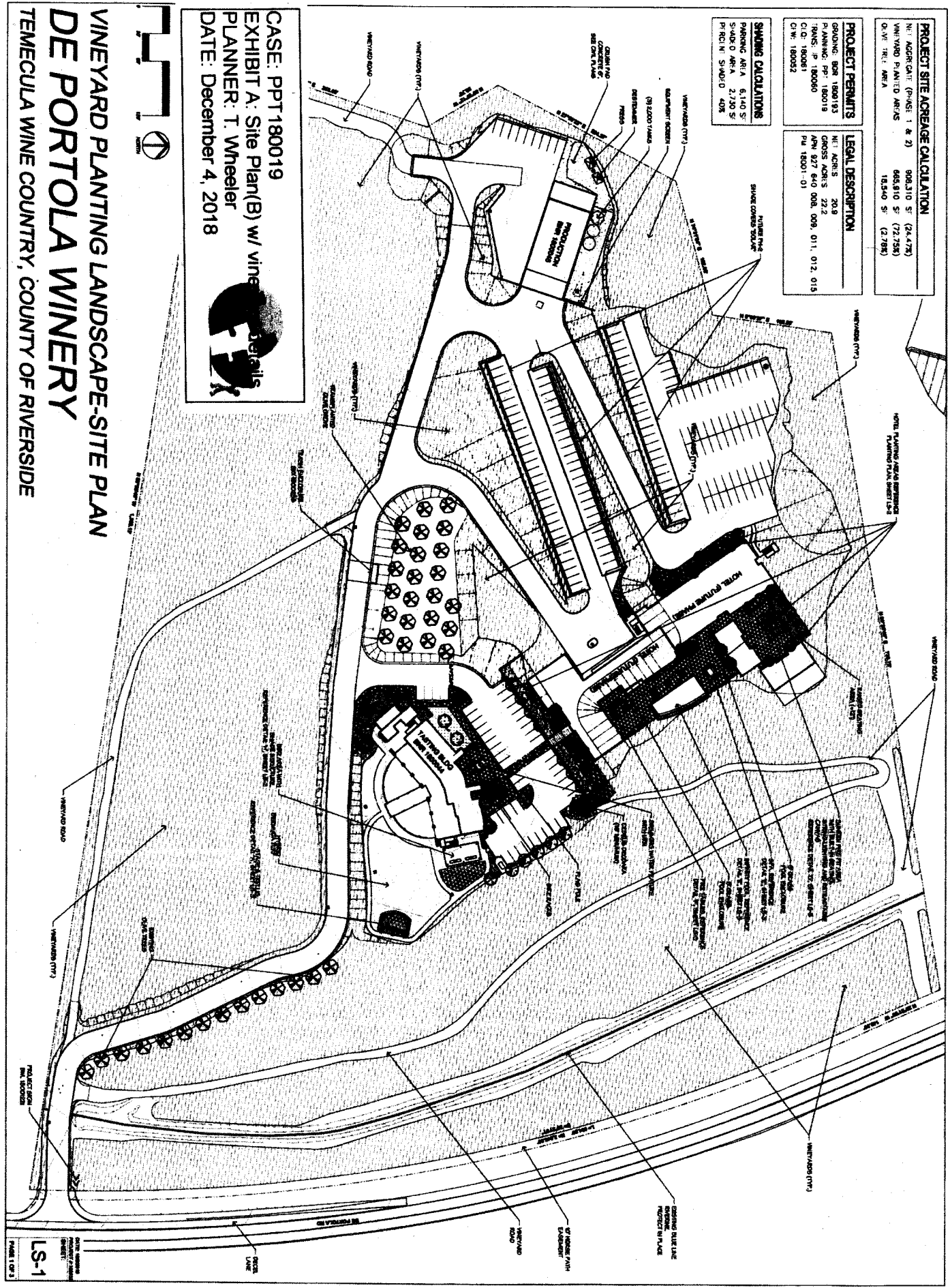
LEGAL DESCRIPTION	
NET ACRES	26.475
GRAND TOTAL	22.2
PLANNING PERMIT	180019
CONTRACT PERMIT	180018
PLANNING PERMIT	180017
CONTRACT PERMIT	180016
PLANNING PERMIT	180015
CONTRACT PERMIT	180014
PLANNING PERMIT	180013
CONTRACT PERMIT	180012
PLANNING PERMIT	180011
CONTRACT PERMIT	180010
PLANNING PERMIT	180009
CONTRACT PERMIT	180008
PLANNING PERMIT	180007
CONTRACT PERMIT	180006
PLANNING PERMIT	180005
CONTRACT PERMIT	180004
PLANNING PERMIT	180003
CONTRACT PERMIT	180002
PLANNING PERMIT	180001

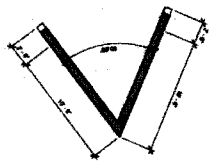
SHADING CALCULATIONS	
PARKING AREA	6,140 SF
SHADING AREA	2,750 SF
PERCENT SHADING	44.8%

CASE: PPT 180019
 EXHIBIT A: Site Plan(B) w/ vineyard details
 PLANNER: T. Wheeler
 DATE: December 4, 2018

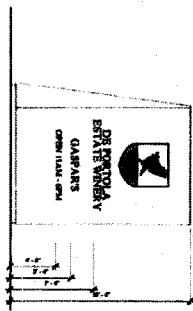


VINEYARD PLANTING LANDSCAPE-SITE PLAN
 DE PORTOLA WINERY
 TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE

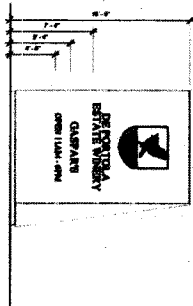




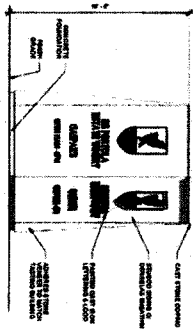
1 FLOOR PLAN
SCALE 1/8" = 1'-0"



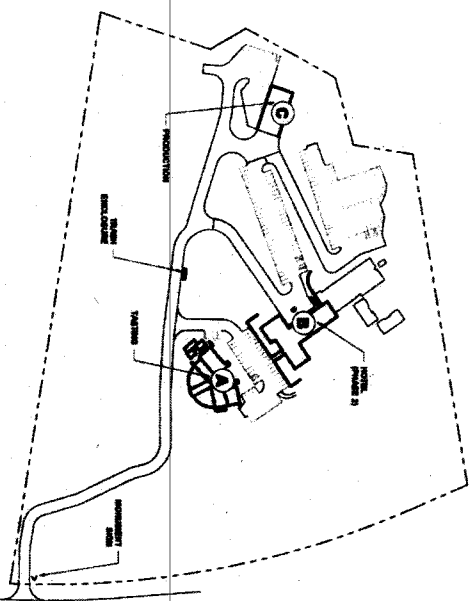
3 SOUTH ELEVATION
SCALE 1/8" = 1'-0"



4 NORTH ELEVATION
SCALE 1/8" = 1'-0"



5 EAST ELEVATION
SCALE 1/8" = 1'-0"



6 SITE PLAN
SCALE 1/8" = 1'-0"

DE PORTOLA ESTATE WINERY - CIVIL ARCHITECTURAL PLAN			
NO.	DESCRIPTION	DATE	BY
1	CONCEPT PLAN	10/15/10	DAVID H. HARRIS
2	PRELIMINARY PLAN	11/15/10	DAVID H. HARRIS
3	FINAL PLAN	12/15/10	DAVID H. HARRIS
4	AS BUILT	01/15/11	DAVID H. HARRIS

PROJECT	DE PORTOLA ESTATE WINERY
OWNER	DE PORTOLA ESTATE WINERY
ARCHITECT	DAVID H. HARRIS ARCHITECTS
DATE	12/15/10
SCALE	1/8" = 1'-0"
PROJECT NO.	10101
DATE OF PRELIMINARY PLAN	11/15/10
DATE OF FINAL PLAN	12/15/10
DATE OF AS BUILT PLAN	01/15/11

20.0

DATE: 12/15/10

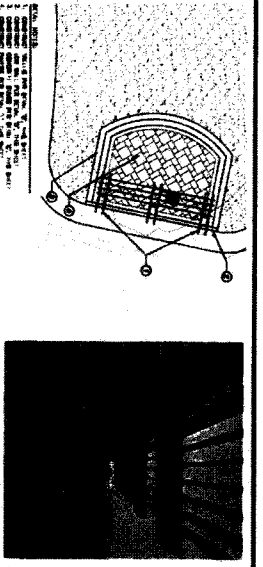
SCALE: 1/8" = 1'-0"

PROJECT NO.: 10101

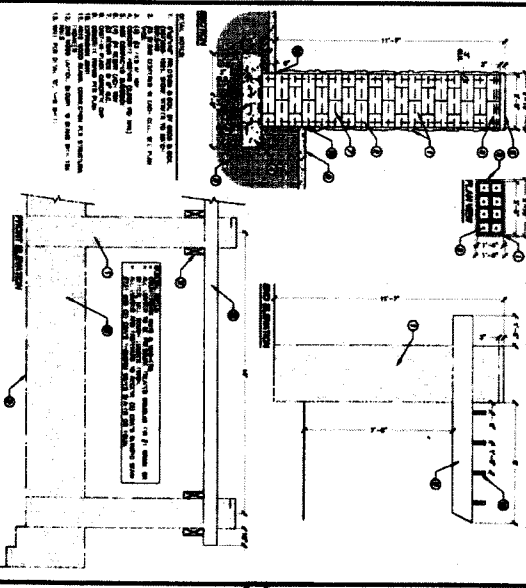
DE PORTOLA ESTATE WINERY



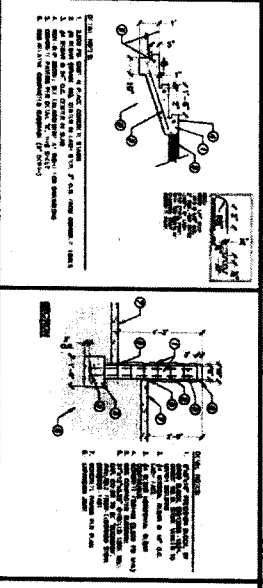
VINEYARD PLANTING LANDSCAPE-DETAILS
DE PORTOLA WINERY
 TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE



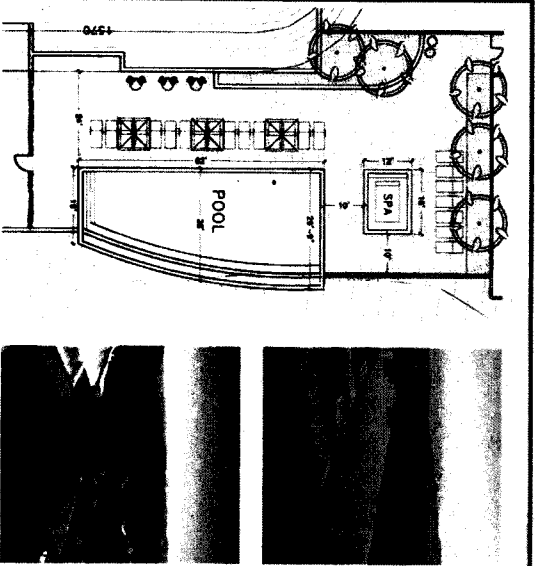
A Stone + Log 1-107



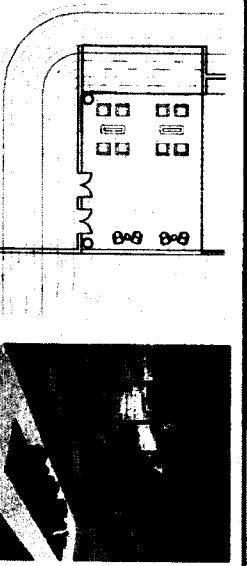
B Tricola 1-108



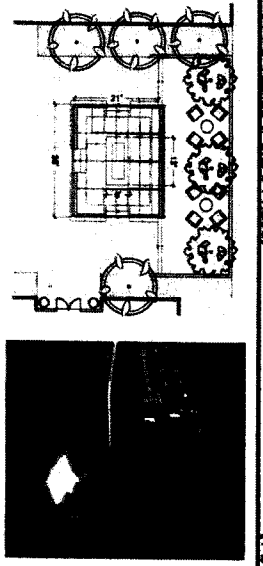
C Concrete Slabs 1-109



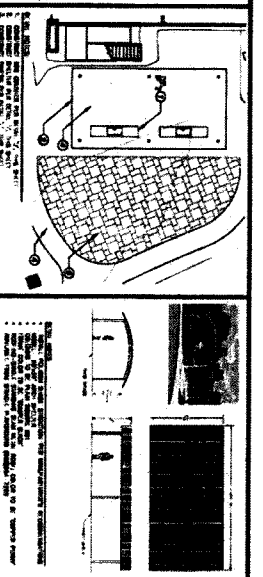
E Pool + Spa (Future Phase) 1-110



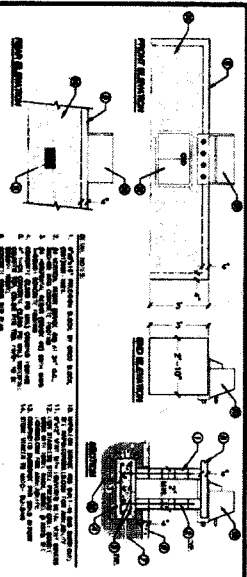
F Fire Tables (Future Phase) 1-111



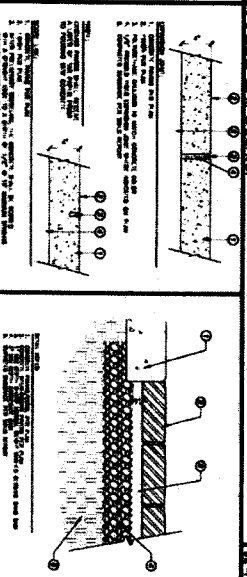
G Concrete Slabs 1-112



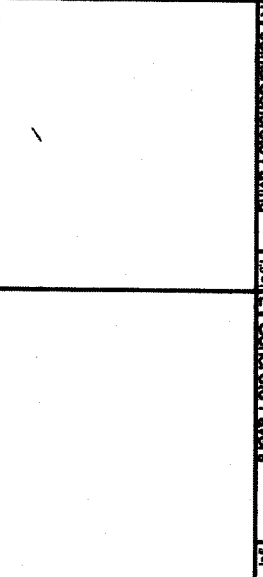
H Stone + Log 1-113



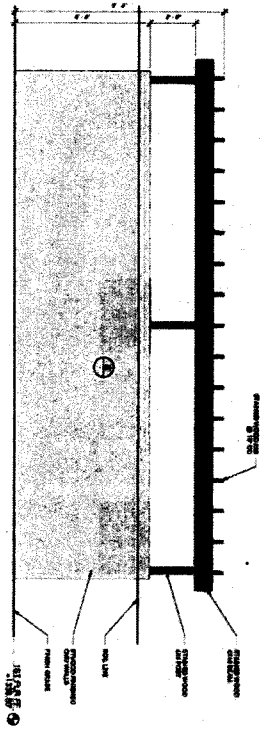
J 850 GFI Center 1-114



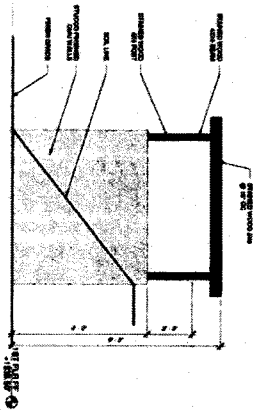
K Joint/Concrete Parking 1-115



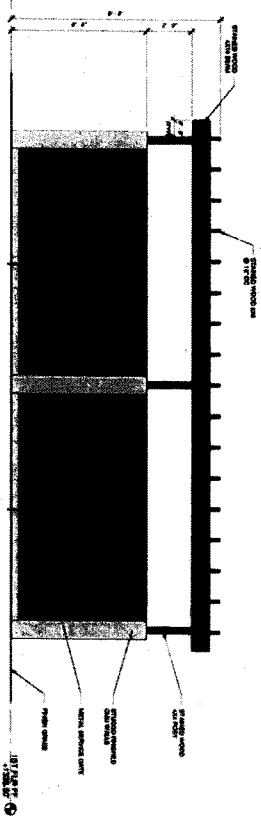
L Concrete Pavers 1-116



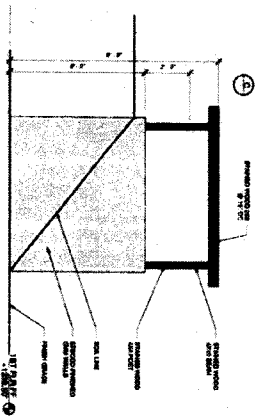
1 NORTH ELEVATION COLORED
SCALE: 1/8" = 1'-0"



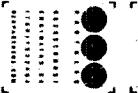
2 EAST ELEVATION COLORED
SCALE: 1/8" = 1'-0"



3 SOUTH ELEVATION COLORED
SCALE: 1/8" = 1'-0"



4 WEST ELEVATION COLORED
SCALE: 1/8" = 1'-0"



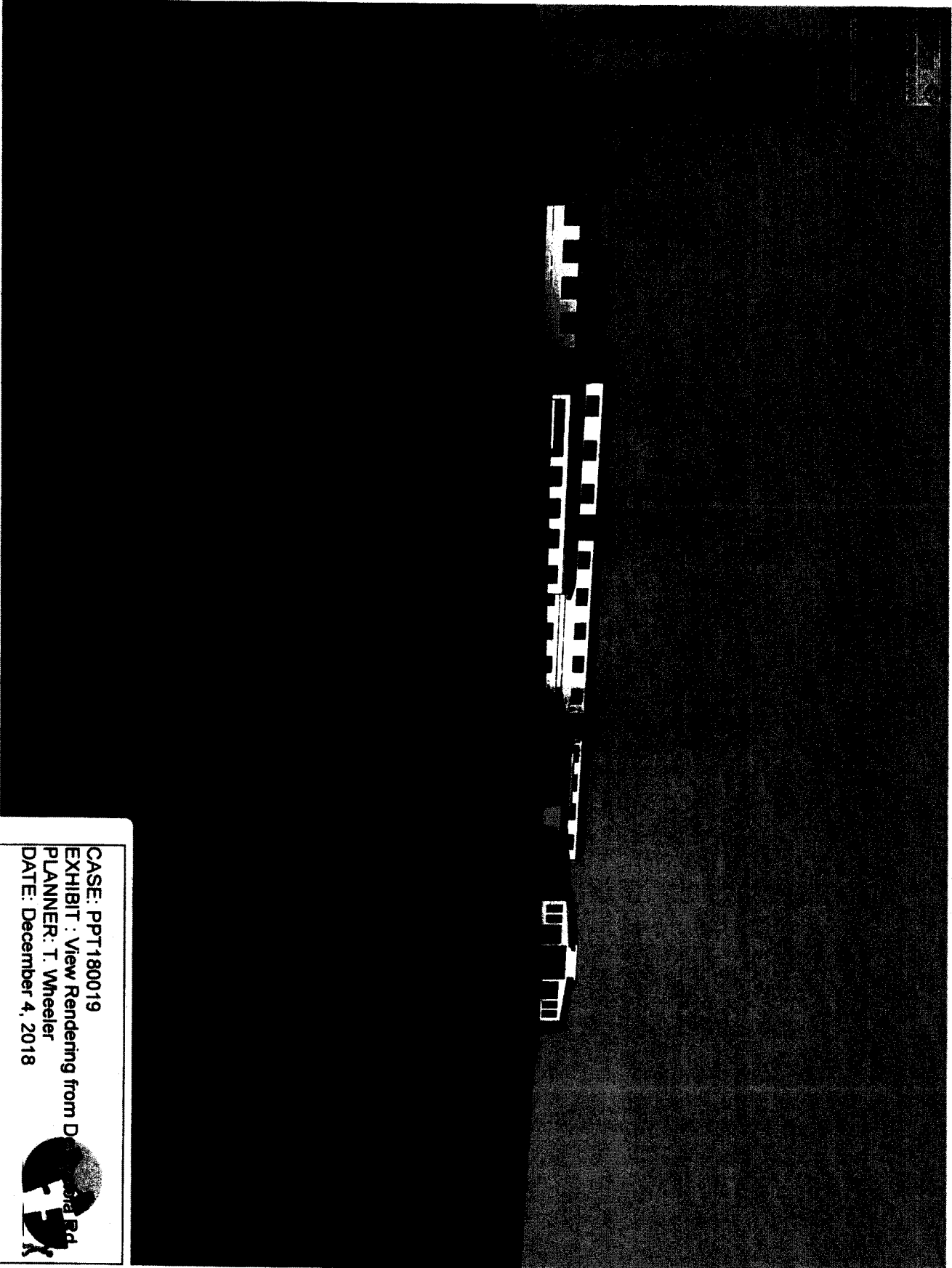
DE PORTOLA
ESTATE WINERY

DE PORTOLA
ESTATE
WINERY
ARCHITECT
JAMES H. HARRIS

DATE: 01/17/00
PROJECT: DE PORTOLA
ESTATE WINERY

SCALE: 1/8" = 1'-0"

80.1



CASE: PPT180019
 EXHIBIT: View Rendering from D...
 PLANNER: T. Wheeler
 DATE: December 4, 2018



33.2

COLONIA 20
 A
 2018

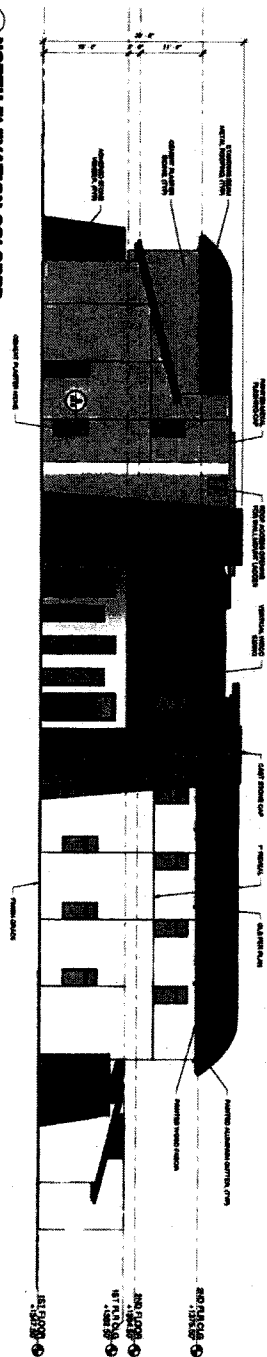
DATE: 2017/02/28

DE PORTOLA
 ESTATE WINERY
 1000 N. GARDEN
 AVENUE, SUITE 100
 SANTA ANA, CALIFORNIA 92705
 TEL: 714.241.1100
 WWW.DEPORTOLA.COM

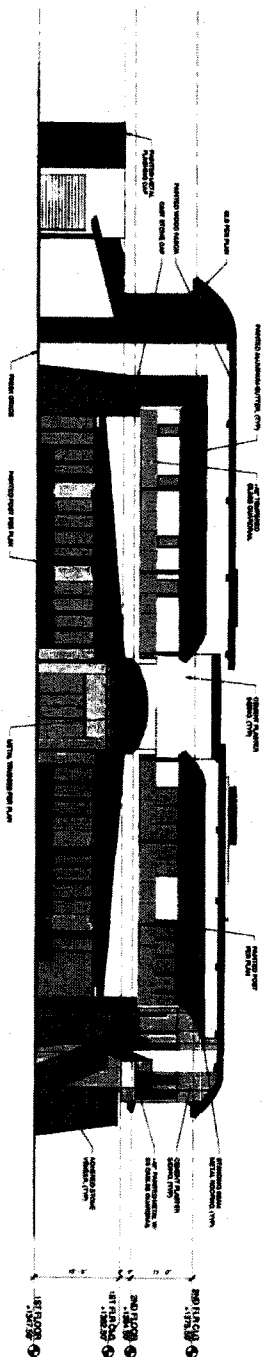
DE PORTOLA
 ESTATE WINERY



1 NORTH ELEVATION COLORED
SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION COLORED
SCALE: 1/8" = 1'-0"



TYPE	DESCRIPTION	REVISIONS	DATE	BY
WALL	WALL FINISH	REVISION 1	10/15/18	JL
WALL	WALL FINISH	REVISION 2	10/15/18	JL
WALL	WALL FINISH	REVISION 3	10/15/18	JL
WALL	WALL FINISH	REVISION 4	10/15/18	JL
WALL	WALL FINISH	REVISION 5	10/15/18	JL
WALL	WALL FINISH	REVISION 6	10/15/18	JL
WALL	WALL FINISH	REVISION 7	10/15/18	JL
WALL	WALL FINISH	REVISION 8	10/15/18	JL
WALL	WALL FINISH	REVISION 9	10/15/18	JL
WALL	WALL FINISH	REVISION 10	10/15/18	JL

CASE: PPT180019
 EXHIBIT B: Elevations (Tasting Room)
 PLANNER: T. Wheeler
 DATE: December 4, 2018



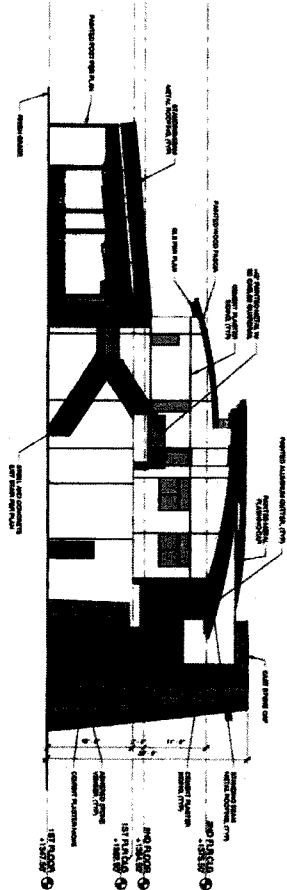
DE PORTOLA
ESTATE WINERY

DE PORTOLA
ESTATE WINERY

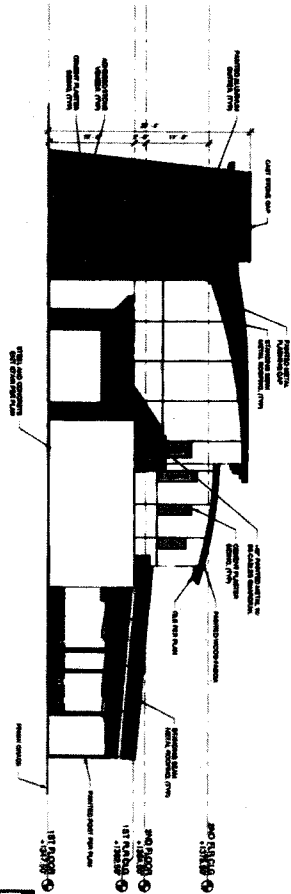


26.0

1 EAST ELEVATION COLORED
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION COLORED
SCALE: 1/4" = 1'-0"



ITEM	QUANTITY	DESCRIPTION	UNIT	PRICE	TOTAL
1	1	CONCRETE FOUNDATION	SQ. FT.	100.00	100.00
2	1	BRICK EXTERIOR WALLS	SQ. FT.	150.00	150.00
3	1	CEILING	SQ. FT.	100.00	100.00
4	1	FLOORING	SQ. FT.	100.00	100.00
5	1	ROOFING	SQ. FT.	100.00	100.00
6	1	PAINT	SQ. FT.	100.00	100.00
7	1	MECHANICAL	SQ. FT.	100.00	100.00
8	1	ELECTRICAL	SQ. FT.	100.00	100.00
9	1	PLUMBING	SQ. FT.	100.00	100.00
10	1	LANDSCAPING	SQ. FT.	100.00	100.00
11	1	CONCRETE SLAB	SQ. FT.	100.00	100.00
12	1	BRICK PAVEMENT	SQ. FT.	100.00	100.00
13	1	WOOD DECKING	SQ. FT.	100.00	100.00
14	1	IRON RAILINGS	SQ. FT.	100.00	100.00
15	1	LANDSCAPING	SQ. FT.	100.00	100.00
16	1	CONCRETE DRIVEWAY	SQ. FT.	100.00	100.00
17	1	BRICK DRIVEWAY	SQ. FT.	100.00	100.00
18	1	WOOD DRIVEWAY	SQ. FT.	100.00	100.00
19	1	IRON DRIVEWAY	SQ. FT.	100.00	100.00
20	1	LANDSCAPING	SQ. FT.	100.00	100.00

26.1

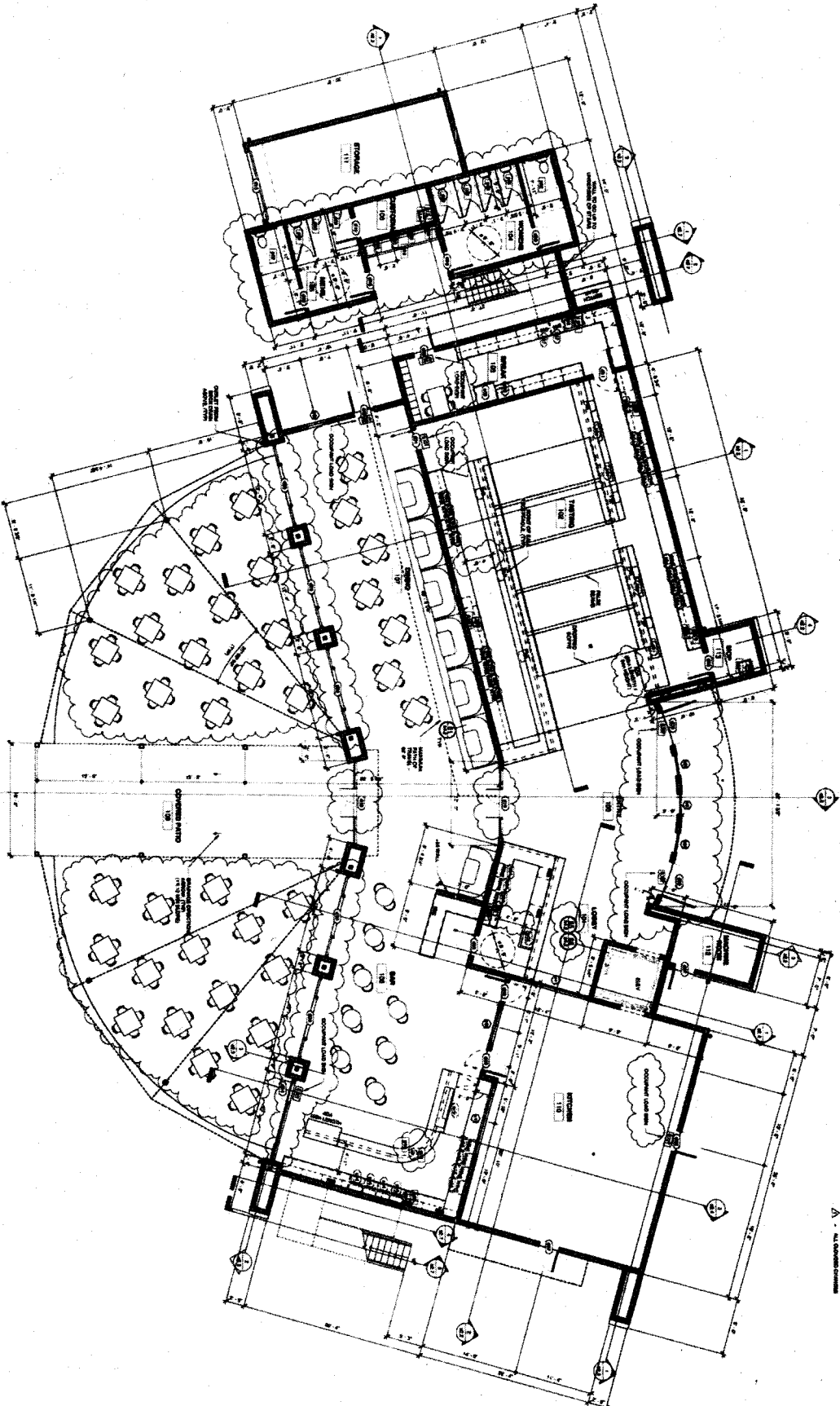
A

DE PORTOLA ESTATE WINERY

DE PORTOLA ESTATE WINERY



1 FIRST FLOOR PLAN



Floor plan notes:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

CASE: PPT180019
 EXHIBIT C: Floor Plans (Tasting)
 PLANNER: T. Wheeler
 DATE: December 4, 2018

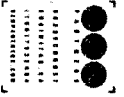
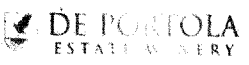


NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	12/04/18
2	ISSUED FOR PERMITTING	12/04/18
3	ISSUED FOR PERMITTING	12/04/18
4	ISSUED FOR PERMITTING	12/04/18
5	ISSUED FOR PERMITTING	12/04/18
6	ISSUED FOR PERMITTING	12/04/18
7	ISSUED FOR PERMITTING	12/04/18
8	ISSUED FOR PERMITTING	12/04/18
9	ISSUED FOR PERMITTING	12/04/18
10	ISSUED FOR PERMITTING	12/04/18

DE PORTOLA ESTATE WINERY
 10000 DE PORTOLA AVENUE
 SAN FRANCISCO, CA 94134
 (415) 435-1000
 WWW.DEPORTOLA.COM

DE PORTOLA ESTATE WINERY
 10000 DE PORTOLA AVENUE
 SAN FRANCISCO, CA 94134
 (415) 435-1000
 WWW.DEPORTOLA.COM

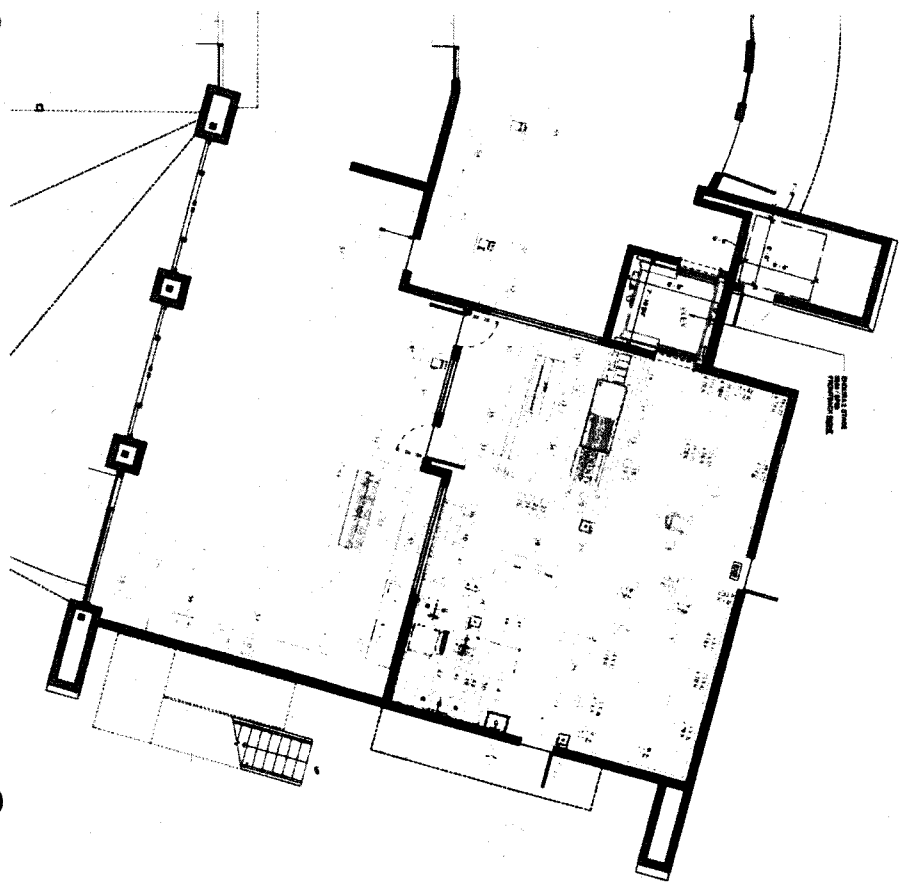
DE PORTOLA ESTATE WINERY
 10000 DE PORTOLA AVENUE
 SAN FRANCISCO, CA 94134
 (415) 435-1000
 WWW.DEPORTOLA.COM



a1.0

A

1 KITCHEN PLAN
SCALE 1:100



Kitchen notes

NO.	DESCRIPTION	QTY	UNIT	REMARKS
1
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PROJECT NO.	...
DATE	...
SCALE	...
DESIGNER	...
CHECKED BY	...
APPROVED BY	...
DATE	...

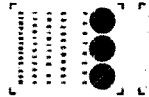
a1.2

A

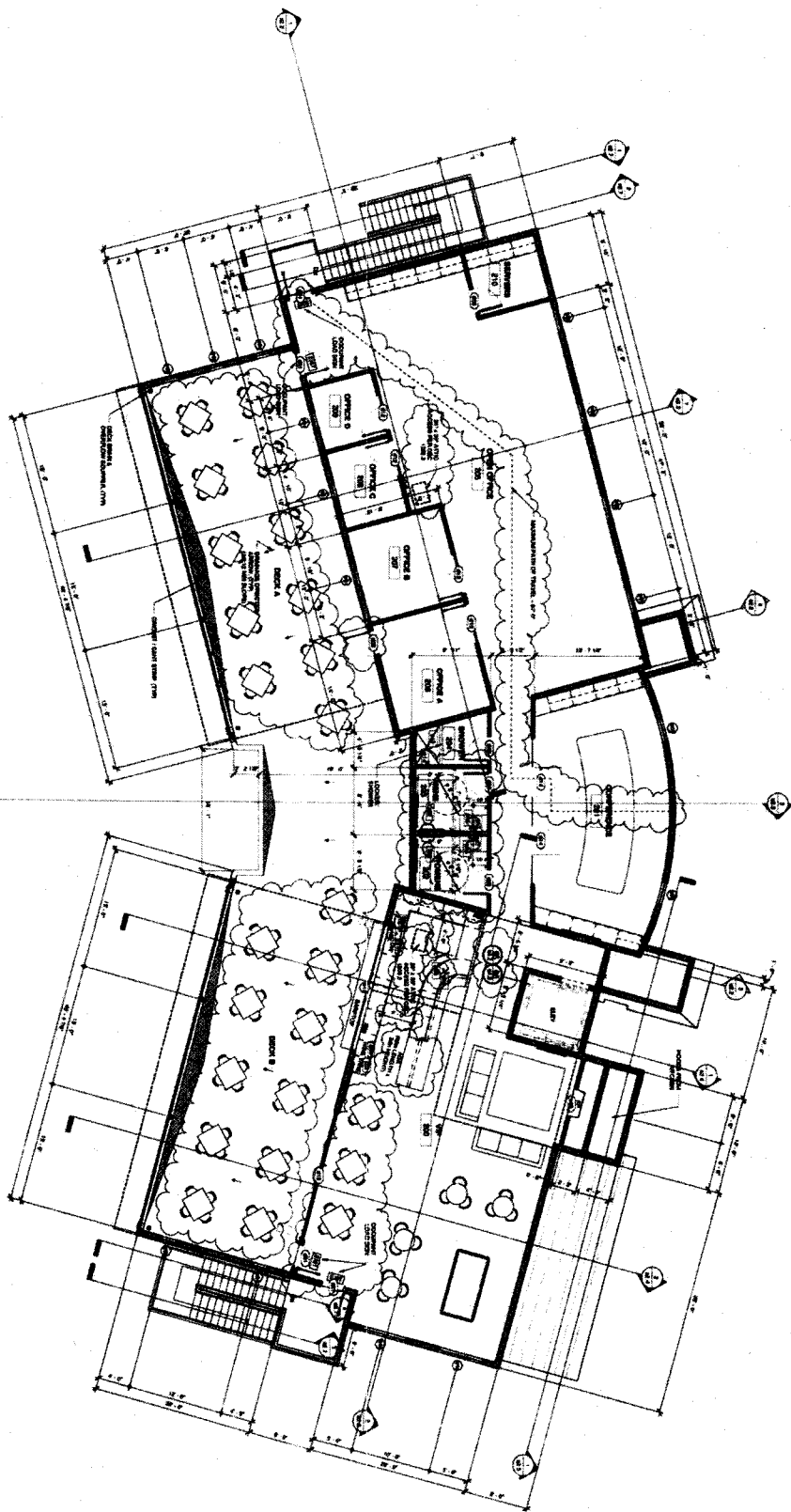
DE PORTOLA ESTATE WINERY

DE PORTOLA ESTATE WINERY

DE PORTOLA ESTATE WINERY

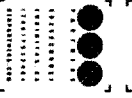


1 SECOND FLOOR PLAN



Floor plan notes:
 1. ALL DIMENSIONS SHOWN
 2. ALL DIMENSIONS SHOWN

1. ALL DIMENSIONS SHOWN



DE PONTOLA
 ESTATE WINERY

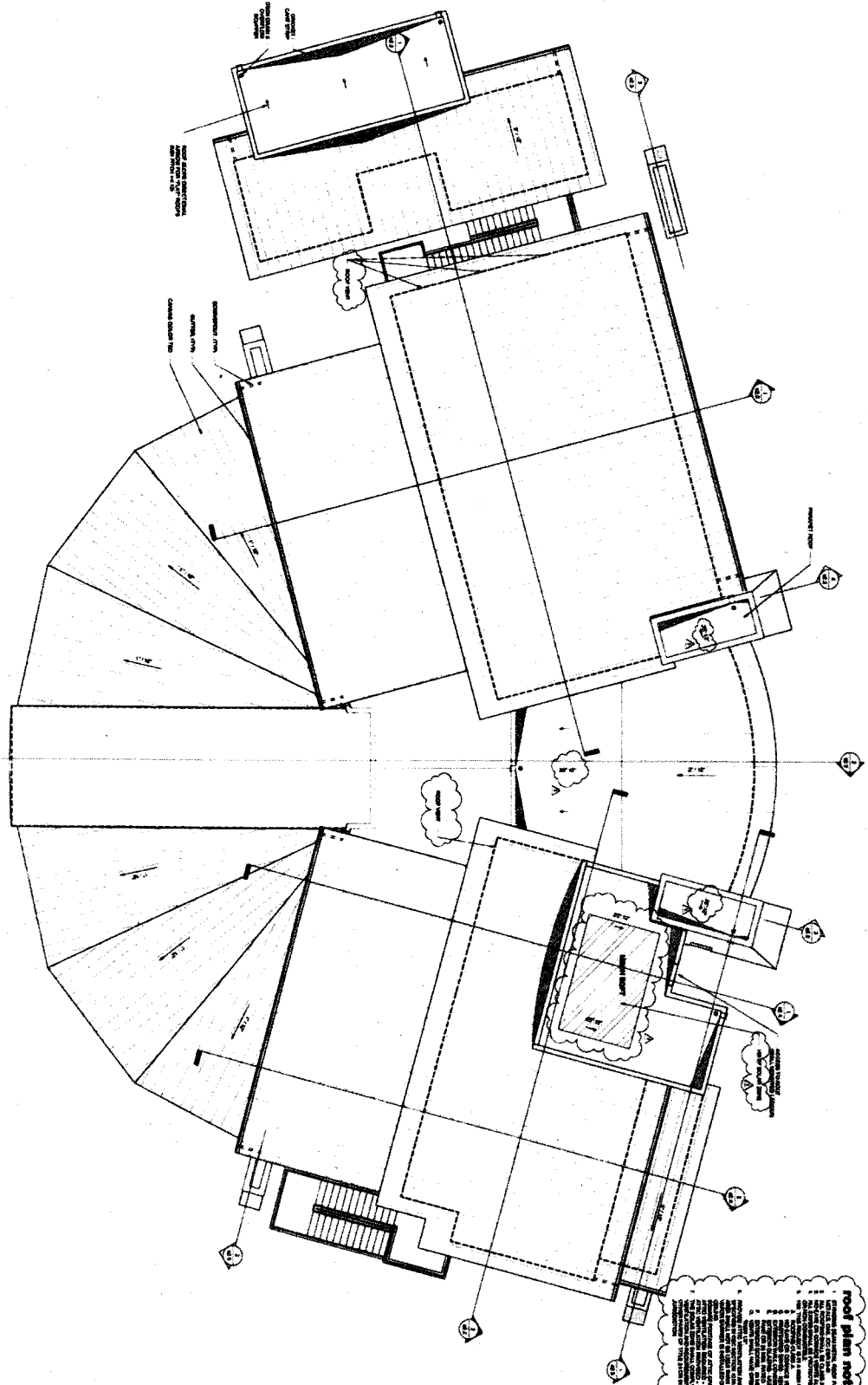
DE PONTOLA
 ARCHITECTS
 1000 10TH AVENUE
 SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1100
 FAX: 303.733.1101
 WWW.DEPONTOLA.COM

A
 SHEET 1

PROJECT:	DE PONTOLA WINERY
DATE:	10/11/00
SCALE:	AS SHOWN
DESIGNER:	DE PONTOLA ARCHITECTS
CHECKED BY:	DE PONTOLA ARCHITECTS
DATE:	10/11/00

a1.3

1 ROOF PLAN
SCALE: 1/8" = 1'-0"



Roof plan notes:

1. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF MATERIALS AND FINISHES.
2. ALL ROOFING SHALL BE PERFORMED BY A LICENSED ROOFER.
3. ALL ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
4. ALL ROOFING SHALL BE INSTALLED OVER A SUFFICIENTLY STRONG AND SOUND SUBSTRATE.
5. ALL ROOFING SHALL BE INSTALLED OVER A SUFFICIENTLY STRONG AND SOUND SUBSTRATE.
6. ALL ROOFING SHALL BE INSTALLED OVER A SUFFICIENTLY STRONG AND SOUND SUBSTRATE.
7. ALL ROOFING SHALL BE INSTALLED OVER A SUFFICIENTLY STRONG AND SOUND SUBSTRATE.
8. ALL ROOFING SHALL BE INSTALLED OVER A SUFFICIENTLY STRONG AND SOUND SUBSTRATE.
9. ALL ROOFING SHALL BE INSTALLED OVER A SUFFICIENTLY STRONG AND SOUND SUBSTRATE.
10. ALL ROOFING SHALL BE INSTALLED OVER A SUFFICIENTLY STRONG AND SOUND SUBSTRATE.

PROJECT:	THE DEVELOPMENT
DATE:	10/10/2010
SCALE:	AS SHOWN
BY:	ARCHITECT
CHECKED BY:	ARCHITECT
DATE:	10/10/2010

A

ROOF PLAN

DE PORTOLA
ESTATE WINERY

SCALE: 1/8" = 1'-0"

DATE: 10/10/2010

BY: ARCHITECT

CHECKED BY: ARCHITECT

DATE: 10/10/2010

PROJECT: THE DEVELOPMENT

DATE: 10/10/2010

SCALE: AS SHOWN

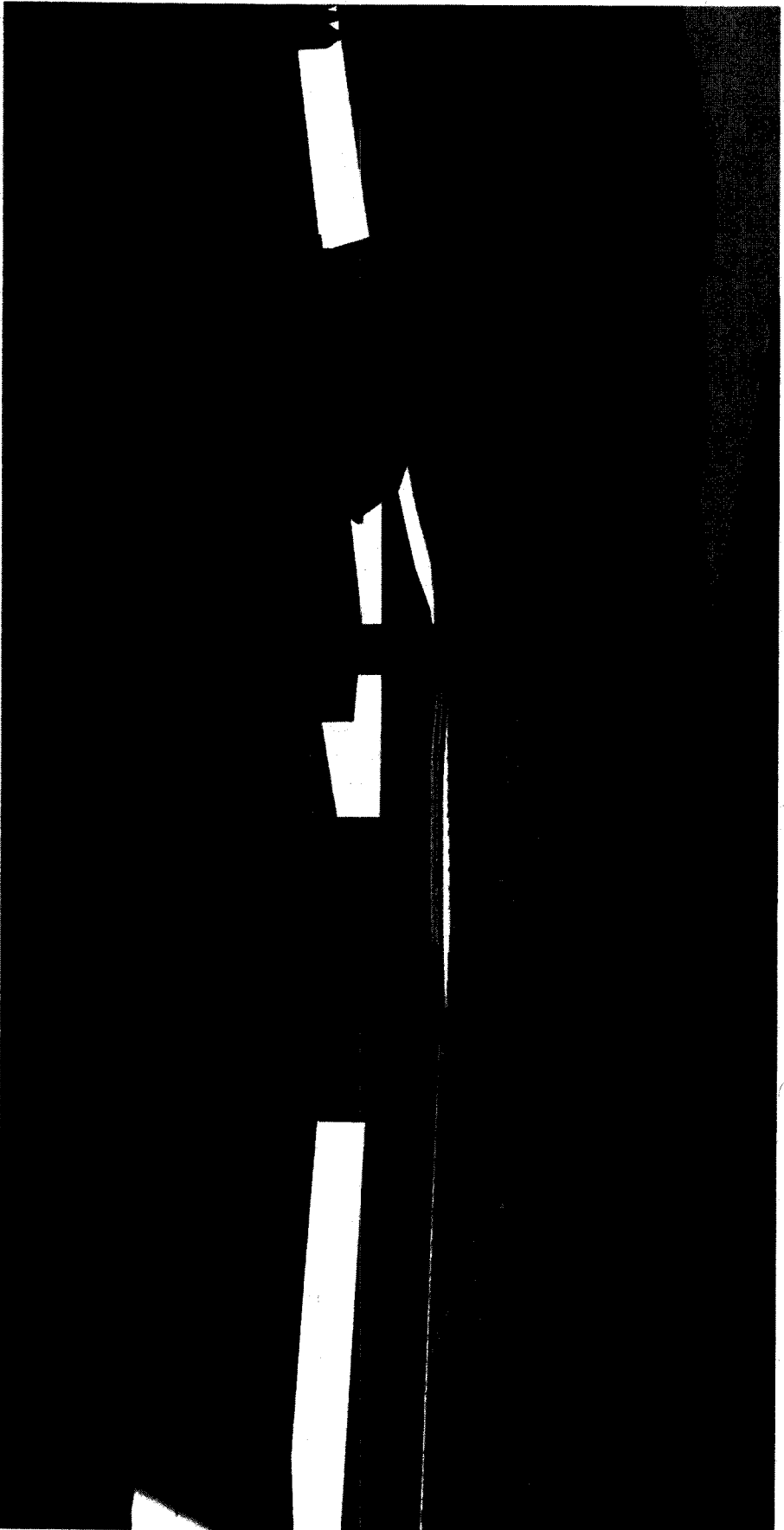
BY: ARCHITECT

CHECKED BY: ARCHITECT

DATE: 10/10/2010

DE PORTOLA
ESTATE WINERY





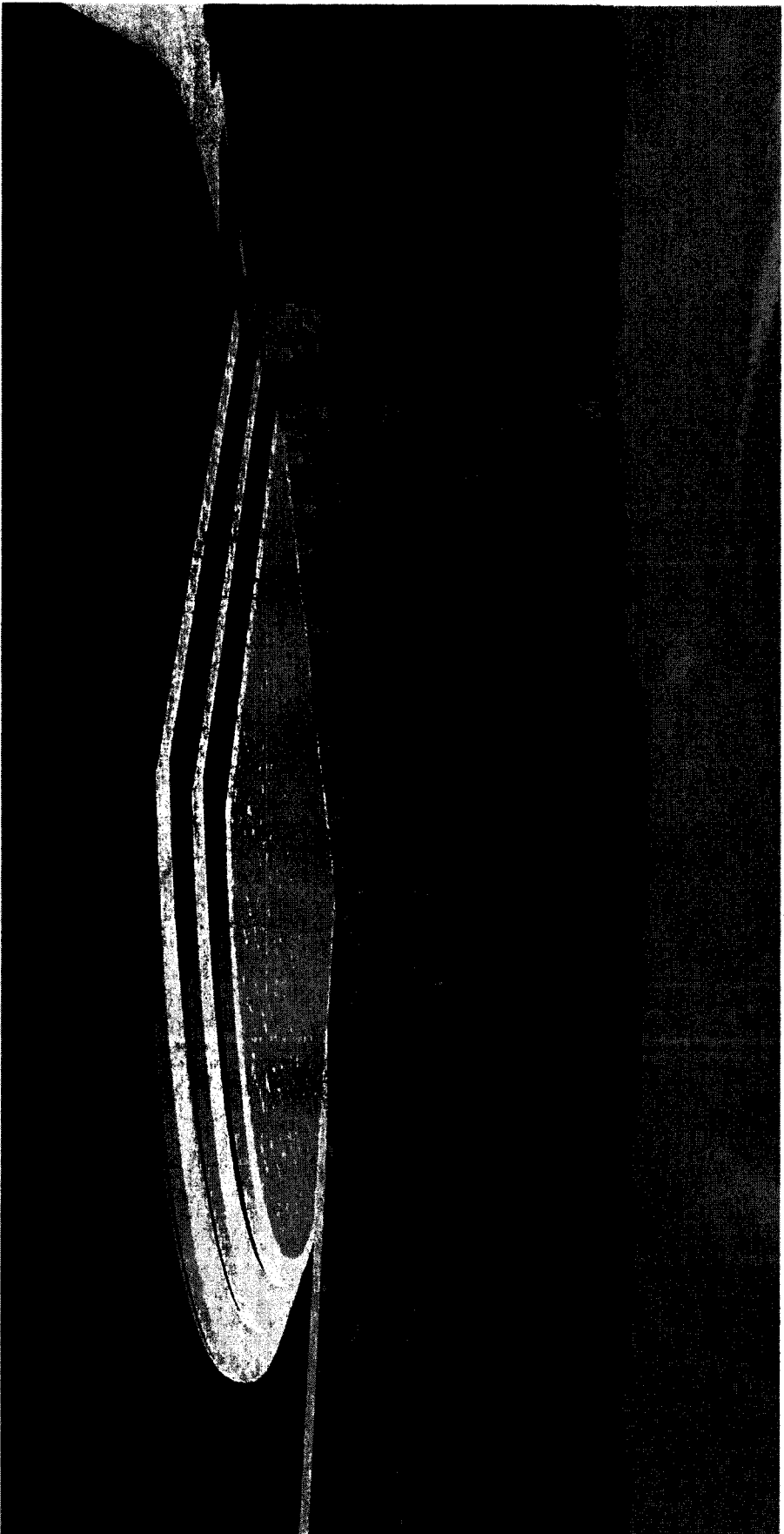
COVERED BBQ AREA
DE PORTOLA WINERY
TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE



4649 Buckton Ave
Riverside, CA 92506
(951) 369-0700
Fax (951) 369-4039
<http://www.temeculawine.com>

CASE: PPT180019
EXHIBIT : Special Occassion Area
PLANNER: T. Wheeler
DATE: December 4, 2018





STAGE
DE PORTOLA WINERY
TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE



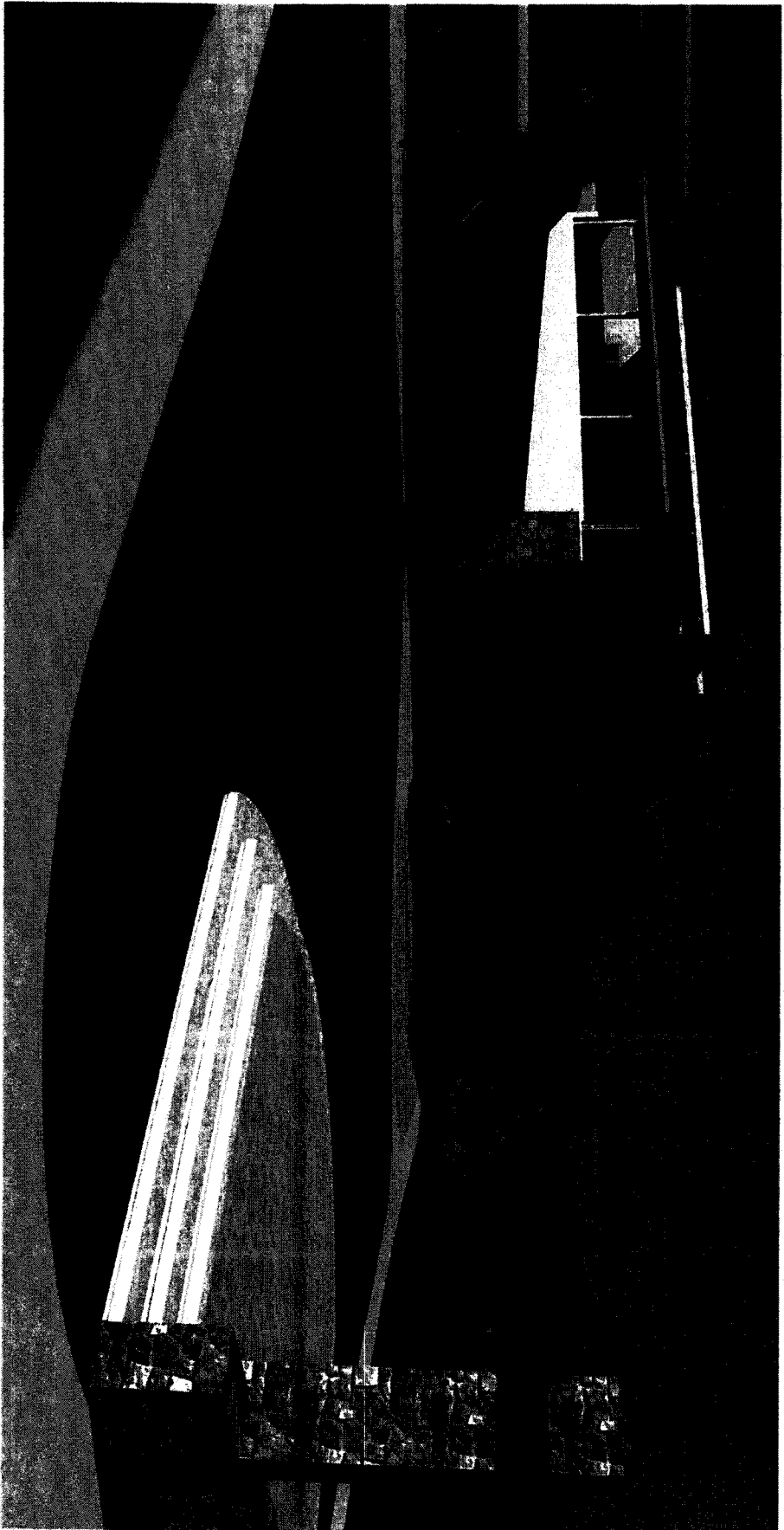
<http://www.comworkshop.com>

Fax (951) 369-4039

(951) 369-0700

Riverside, CA 92506

4449 Buckton Ave

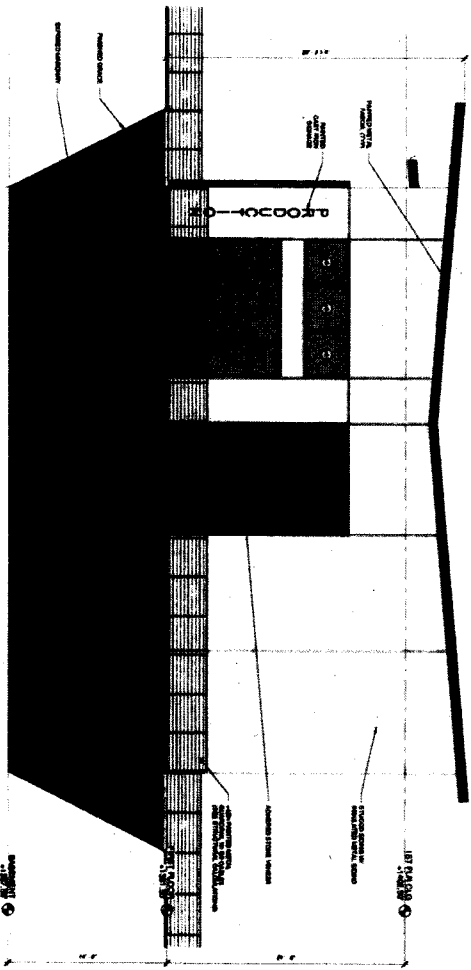


TURF EVENT SPACE
DE PORTOLA WINERY
TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE

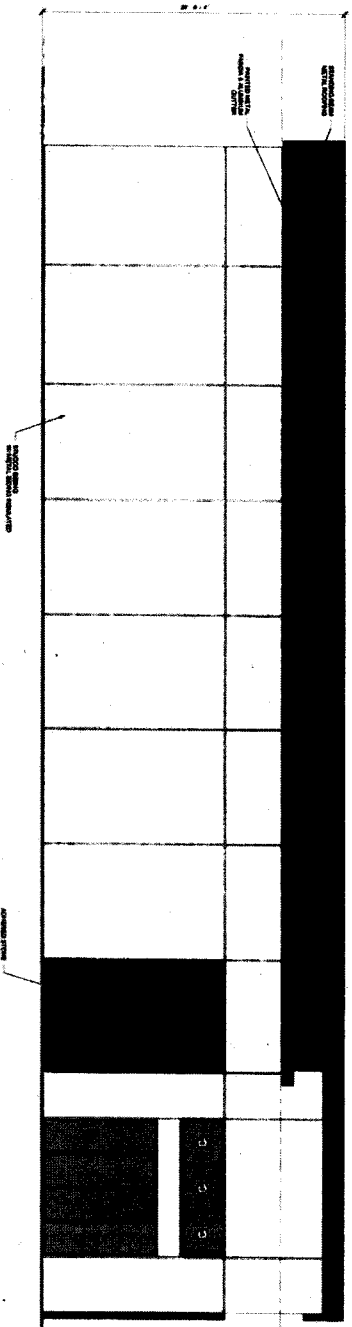


<http://www.comwinerhdg.com>

4049 Brockton Ave.
Riverside, CA 92506
(951) 368-0700
Fax (951) 368-4039



1 EAST ELEVATION COLORED
SCALE: 1/8" = 1'-0"



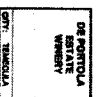
2 SOUTH ELEVATION COLORED
SCALE: 1/8" = 1'-0"

CASE: PPT180019
 EXHIBIT B: Elevations (Mine Pro
 PLANNER: T. Wheeler
 DATE: December 4, 2018

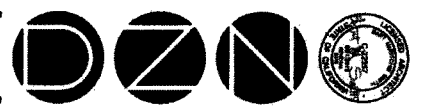


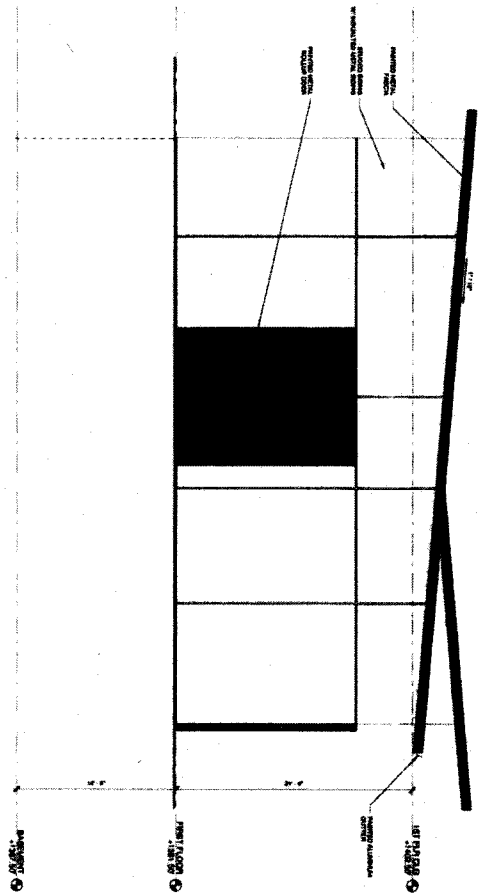
Project Name	PPT180019
Client	De Portola Estate Winery
Architect	T. Wheeler
Date	December 4, 2018
Scale	1/8" = 1'-0"
Drawn By	T. Wheeler
Checked By	T. Wheeler
Project Location	De Portola Estate Winery

24.0

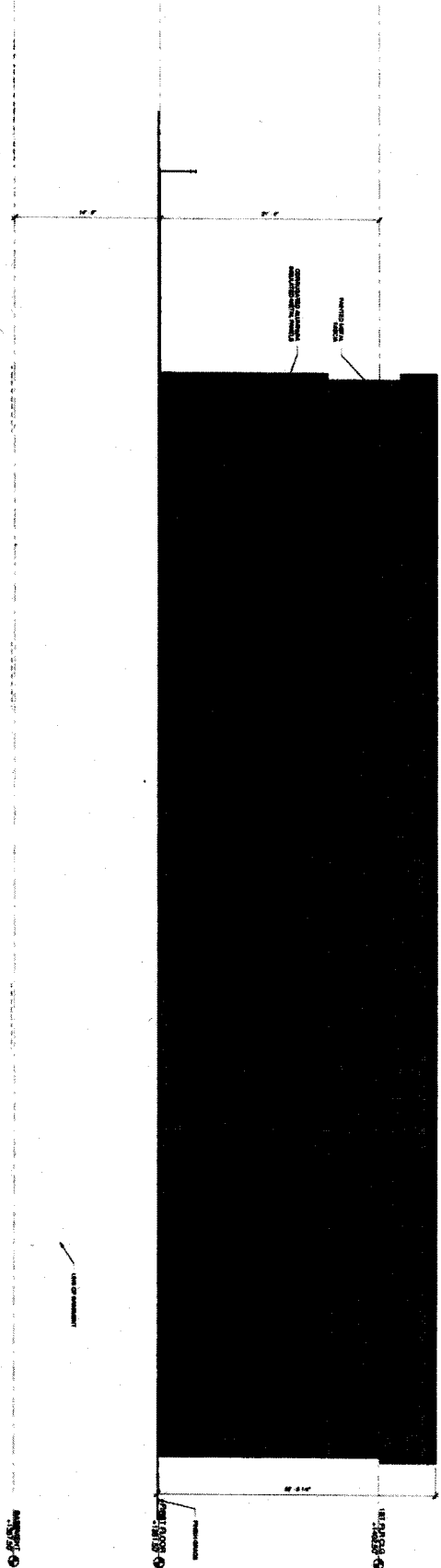


DE PORTOLA
ESTATE WINERY





1 WEST ELEVATION COLORED



2 NORTH ELEVATION COLORED



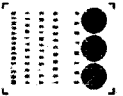
DE PORTOLA
ESTATE WINERY



PROJECT	DE PORTOLA ESTATE WINERY
DATE	10/15/08
SCALE	AS SHOWN
DESIGNER	DE PORTOLA ESTATE WINERY
CLIENT	DE PORTOLA ESTATE WINERY
LOCATION	DE PORTOLA ESTATE WINERY
PROJECT NO.	DE PORTOLA ESTATE WINERY
DATE PLOTTED	10/15/08
PLOTTED BY	DE PORTOLA ESTATE WINERY

a4.1

Elevation notes:
 1. EXTERIOR WALLS: CONCRETE BLOCK WITH STUCCO FINISH
 2. ROOFING: ASPHALT/FLY SHINGLES
 3. FLOORING: CERAMIC TILE
 4. PAINT: EXTERIOR - WHITE, INTERIOR - LIGHT TAUPE
 5. GLASS: CLEAR GLASS

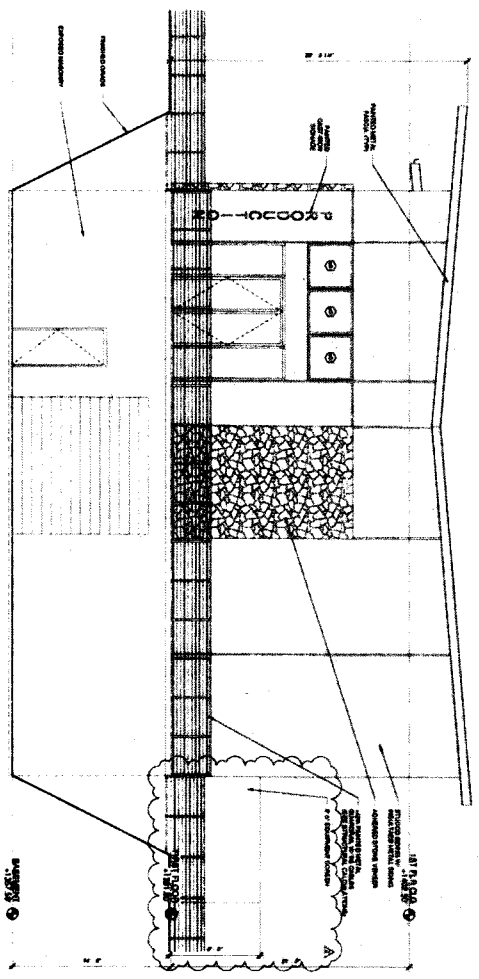


DE PONTOLO
 ESTATE WINERY

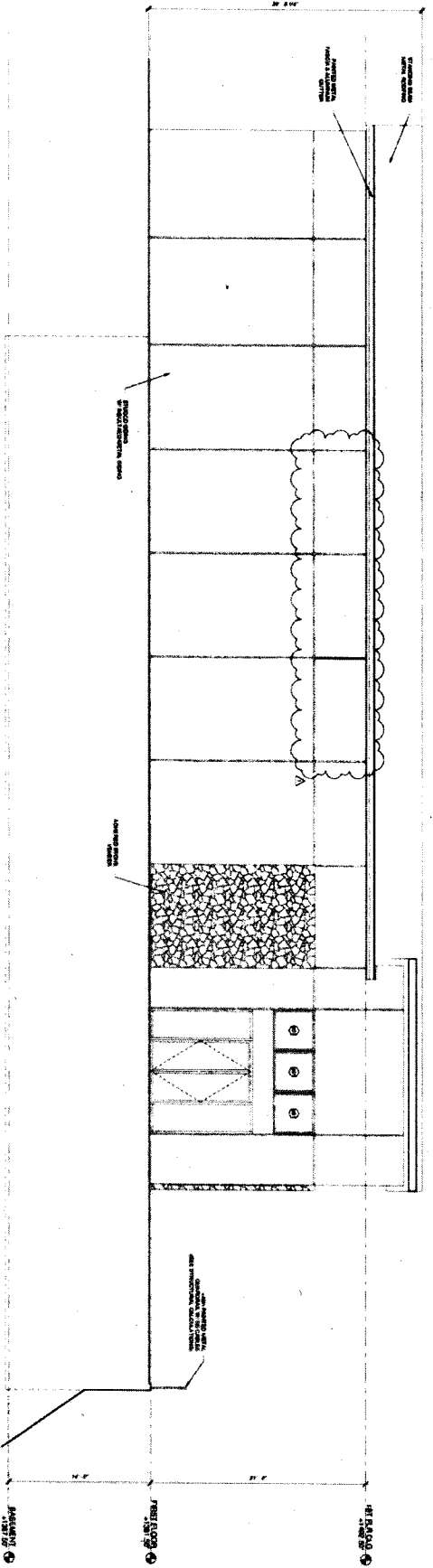


82.0

TYPE	QUALITY	MANUFACTURER	MODEL NUMBER	COMMENTS	MARKET VALUE
STUDIO	CONCRETE	CONCRETE	14	FINE SAND FINISH	
ADORNED STONE	SMALL CEMENT	CONCRETE	14	1" x 1" FINISH STONE	
ADORNED STONE	SMALL CEMENT	CONCRETE	14	1" x 1" FINISH STONE	
ADORNED STONE	SMALL CEMENT	CONCRETE	14	1" x 1" FINISH STONE	
ADORNED STONE	SMALL CEMENT	CONCRETE	14	1" x 1" FINISH STONE	
ADORNED STONE	SMALL CEMENT	CONCRETE	14	1" x 1" FINISH STONE	
ADORNED STONE	SMALL CEMENT	CONCRETE	14	1" x 1" FINISH STONE	
ADORNED STONE	SMALL CEMENT	CONCRETE	14	1" x 1" FINISH STONE	
ADORNED STONE	SMALL CEMENT	CONCRETE	14	1" x 1" FINISH STONE	
ADORNED STONE	SMALL CEMENT	CONCRETE	14	1" x 1" FINISH STONE	



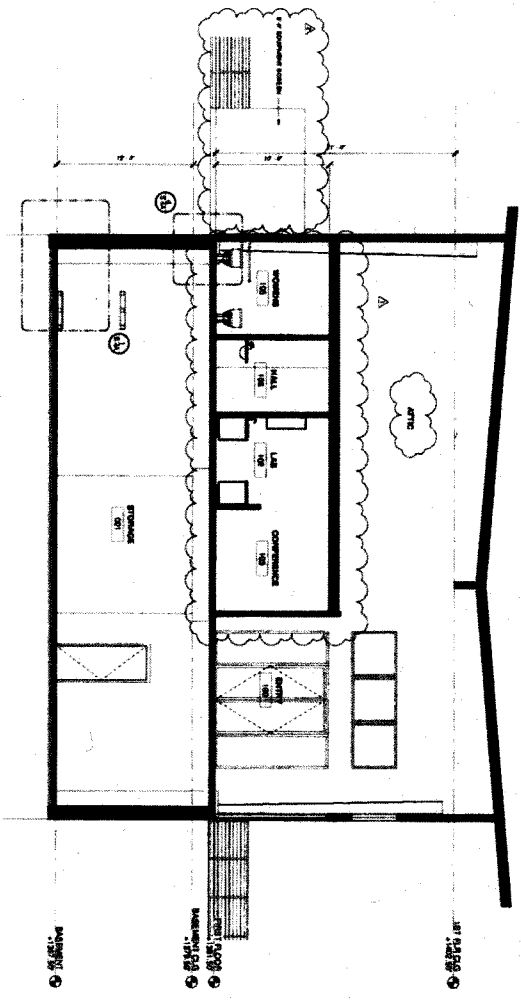
1 EAST ELEVATION
 SCALE: 1/4" = 1'-0"



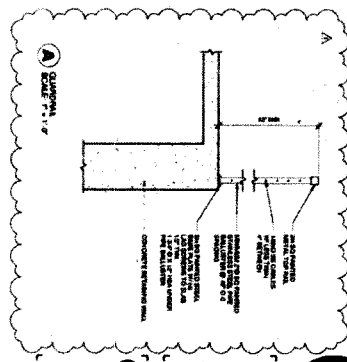
2 SOUTH ELEVATION
 SCALE: 1/4" = 1'-0"

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	01/15/20
2	REVISED PER COMMENTS	02/10/20
3	REVISED PER COMMENTS	03/05/20
4	REVISED PER COMMENTS	04/01/20
5	REVISED PER COMMENTS	05/01/20
6	REVISED PER COMMENTS	06/01/20
7	REVISED PER COMMENTS	07/01/20
8	REVISED PER COMMENTS	08/01/20
9	REVISED PER COMMENTS	09/01/20
10	REVISED PER COMMENTS	10/01/20
11	REVISED PER COMMENTS	11/01/20
12	REVISED PER COMMENTS	12/01/20

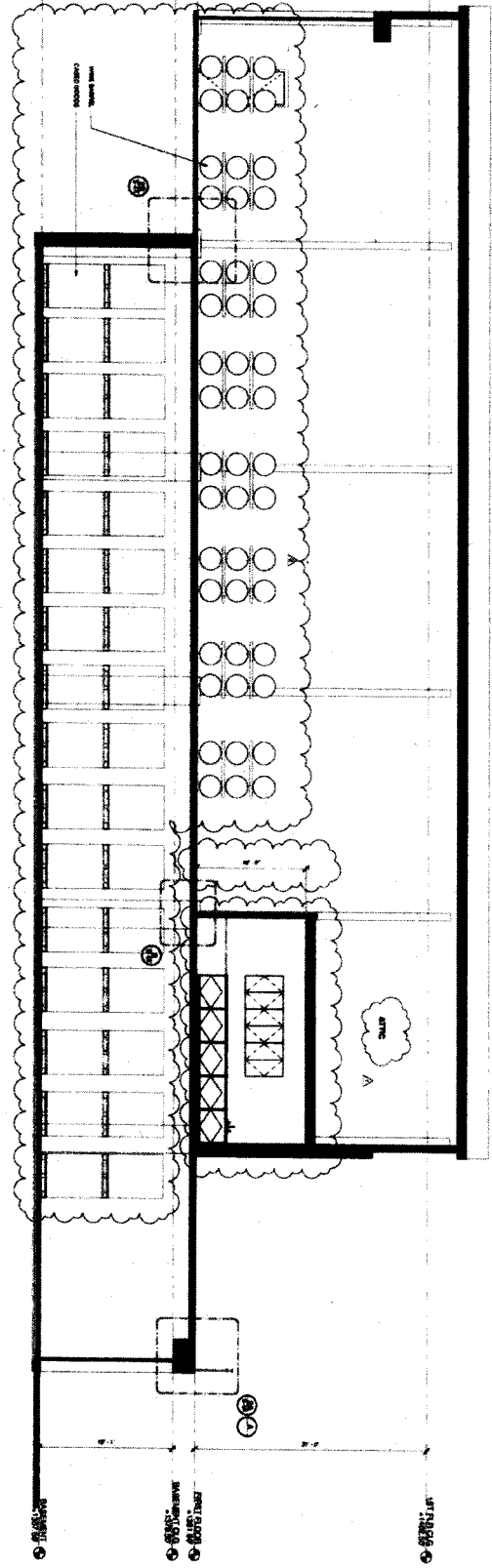
SECTION A
SCALE: 1/8" = 1'-0"



section notes:



SECTION B
SCALE: 1/8" = 1'-0"



PROJECT:	DE PORTOLA WINEERY
DATE:	10/15/08
SCALE:	1/8" = 1'-0"
DESIGNER:	DE PORTOLA WINEERY
ARCHITECT:	DE PORTOLA WINEERY
ENGINEER:	DE PORTOLA WINEERY
CONTRACTOR:	DE PORTOLA WINEERY

82.2

C

DE PORTOLA WINEERY

DE PORTOLA WINEERY

DE PORTOLA WINEERY

DE PORTOLA WINEERY

DE PORTOLA WINEERY

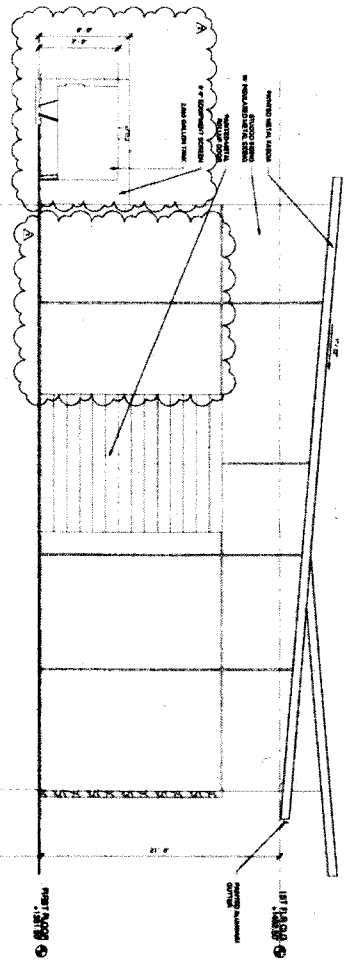
DE PORTOLA WINEERY

DE PORTOLA WINEERY

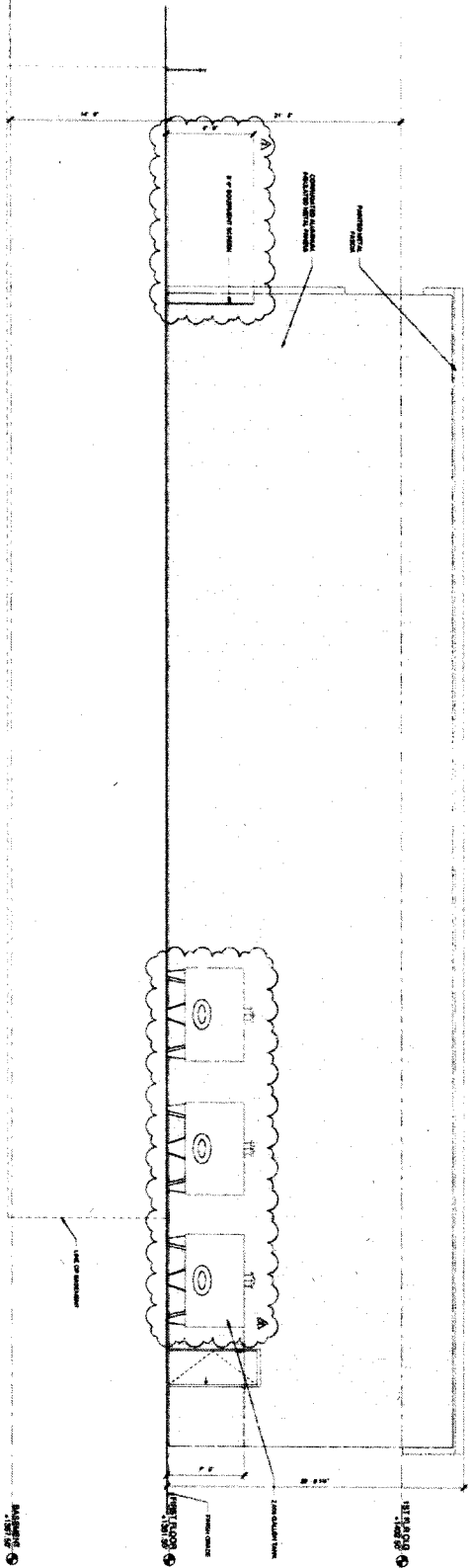
DE PORTOLA WINEERY

DE PORTOLA WINEERY

DE PORTOLA WINEERY



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

TYPE	QUANTITY	DESCRIPTION	UNIT	REMARKS
STUCCO	14	STUCCO	SQ. YD.	
BRICK	14	BRICK	SQ. YD.	
CONCRETE	14	CONCRETE	SQ. YD.	
WOOD	14	WOOD	SQ. YD.	
GLASS	14	GLASS	SQ. YD.	
IRON	14	IRON	SQ. YD.	
STEEL	14	STEEL	SQ. YD.	
PAINT	14	PAINT	SQ. YD.	
ROOFING	14	ROOFING	SQ. YD.	
MECHANICAL	14	MECHANICAL	SQ. YD.	
ELECTRICAL	14	ELECTRICAL	SQ. YD.	
PLUMBING	14	PLUMBING	SQ. YD.	
LANDSCAPE	14	LANDSCAPE	SQ. YD.	
FOUNDATION	14	FOUNDATION	SQ. YD.	
CONCRETE	14	CONCRETE	SQ. YD.	
WOOD	14	WOOD	SQ. YD.	
GLASS	14	GLASS	SQ. YD.	
IRON	14	IRON	SQ. YD.	
STEEL	14	STEEL	SQ. YD.	
PAINT	14	PAINT	SQ. YD.	
ROOFING	14	ROOFING	SQ. YD.	
MECHANICAL	14	MECHANICAL	SQ. YD.	
ELECTRICAL	14	ELECTRICAL	SQ. YD.	
PLUMBING	14	PLUMBING	SQ. YD.	
LANDSCAPE	14	LANDSCAPE	SQ. YD.	
FOUNDATION	14	FOUNDATION	SQ. YD.	

Elevation notes
 1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
 2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT.
 3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

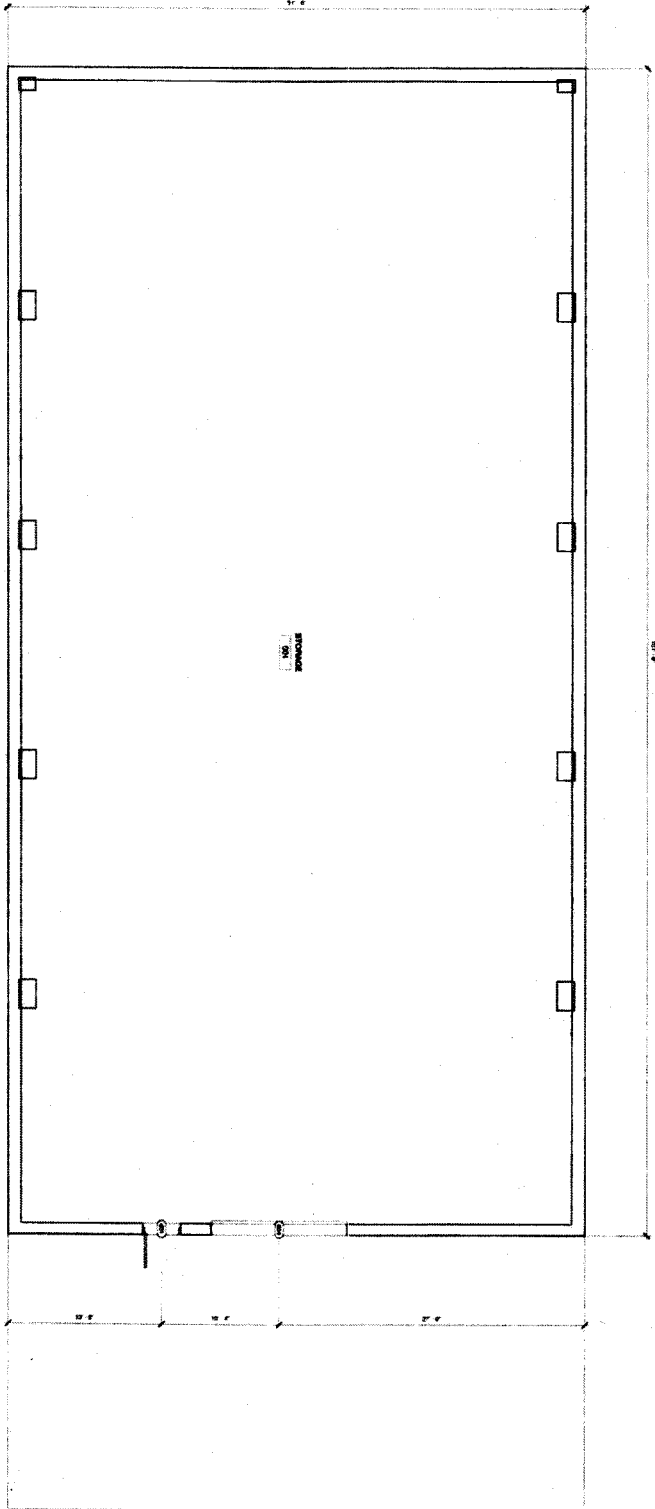
PROJECT	DE PORTOLA UNIVERSITY
DATE	10/1/2011
SCALE	1/4" = 1'-0"
PROJECT	DE PORTOLA UNIVERSITY
DATE	10/1/2011
SCALE	1/4" = 1'-0"

82.1



DE PORTOLA UNIVERSITY
 ESTABLISHED 1862





1 DISASSEMBLY FLOOR PLAN
SCALE: 1/8" = 1'-0"

CASE: PPT180019
 EXHIBIT C: Floor Plans (Wine Pro
 PLANNER: T. Wheeler
 DATE: December 4, 2018

PROJECT NAME	DISASSEMBLY FLOOR PLAN
DATE	12/04/18
SCALE	1/8" = 1'-0"
PROJECT NO.	PPT180019
EXHIBIT NO.	C

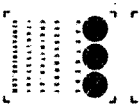
11/10/18
 a1.0

11/10/18
 a1.0

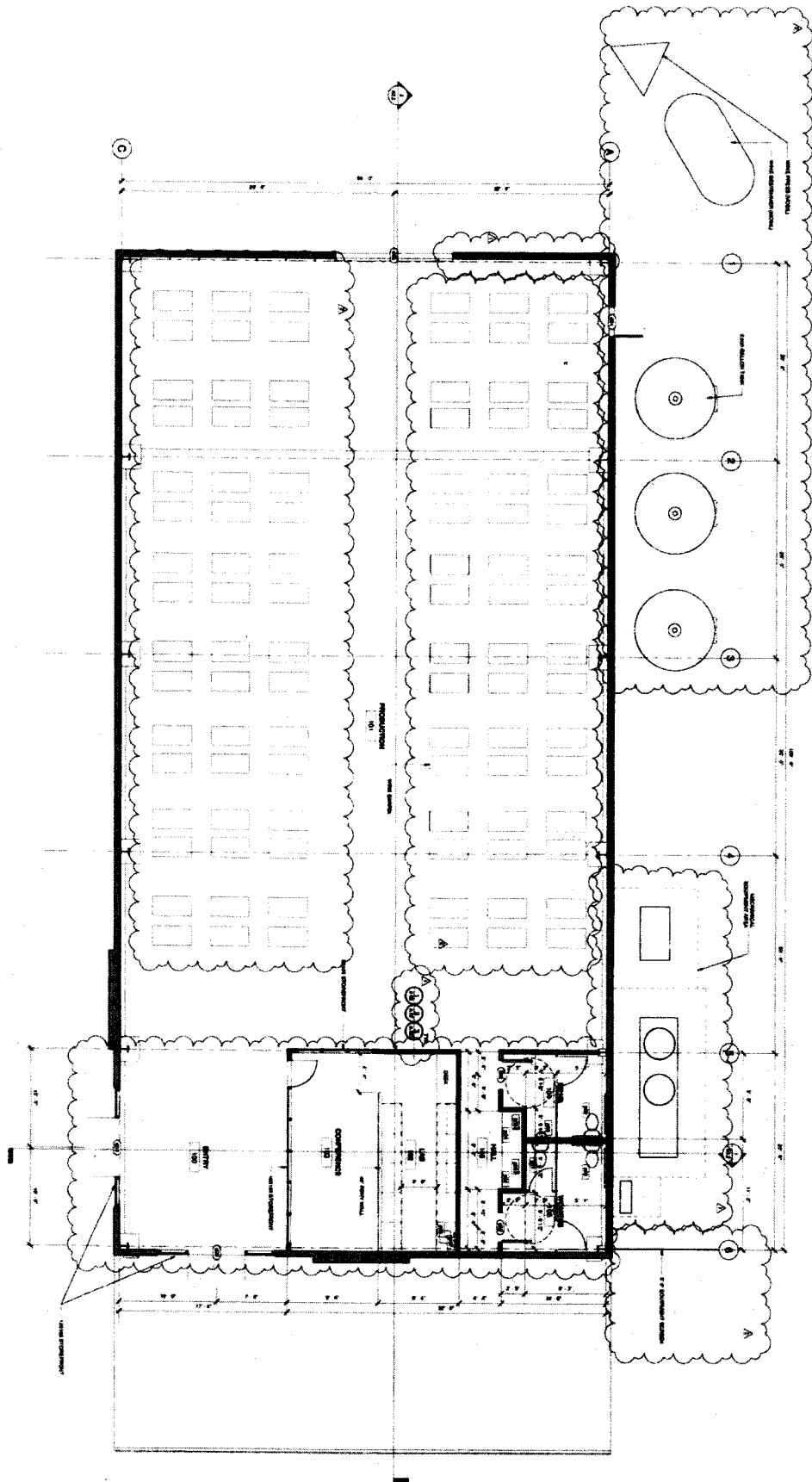
11/10/18
 a1.0

11/10/18
 a1.0

DE PORTOLA
 ESTATE WINERY



1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



PROJECT	DE PORTOLA
OWNER	DE PORTOLA
ARCHITECT	DE PORTOLA
DATE	10/1/11
SCALE	1/8" = 1'-0"
PROJECT NO.	11-001
DATE	10/1/11

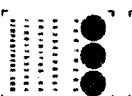
a1.2

C

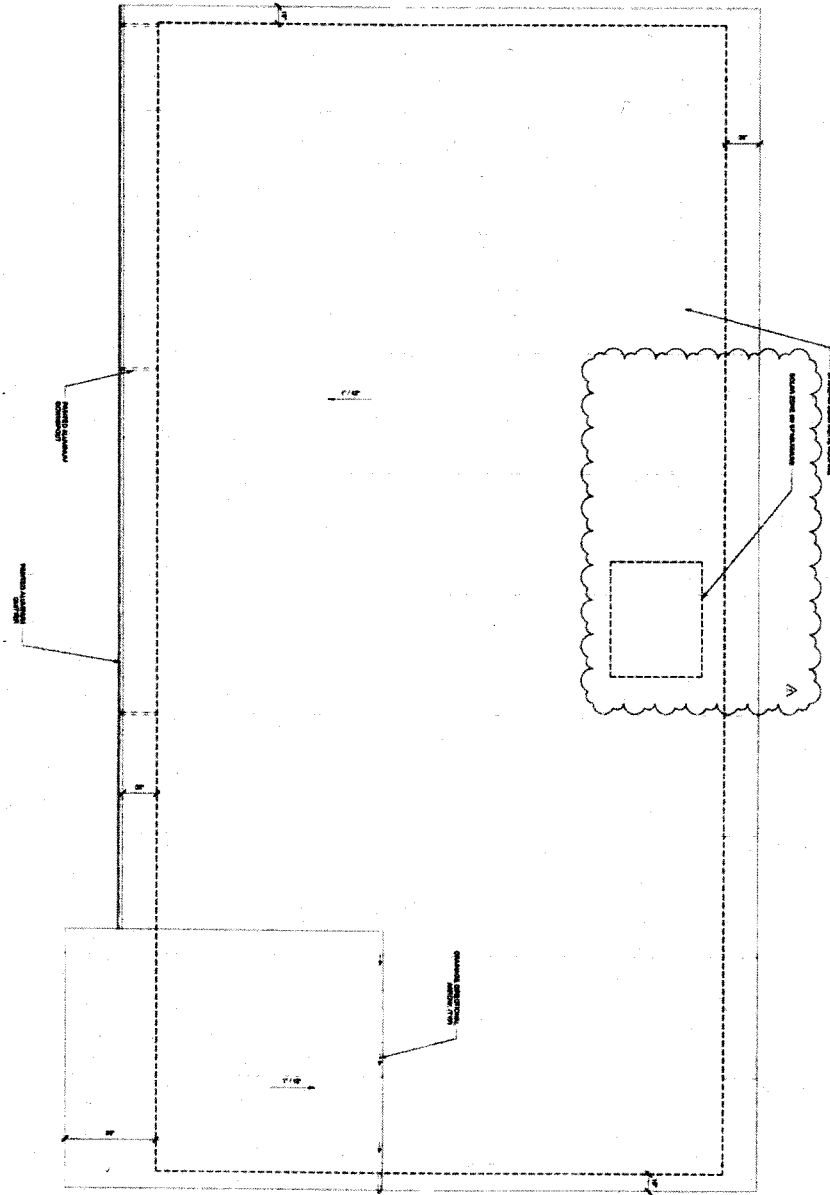


DE PORTOLA
ESTATE WINERY

DE PORTOLA
ESTATE WINERY



1 ROOF PLAN
SCALE: 1/8" = 1'-0"



roof plan notes:

1. ALL ROOFING SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 90A.
2. ALL ROOFING SHALL BE INSTALLED OVER A 2" MINIMUM THICKNESS OF CONCRETE OR 4" MINIMUM THICKNESS OF CMU.
3. ALL ROOFING SHALL BE INSTALLED OVER A 1/2" MINIMUM THICKNESS OF Gypsum Board.
4. ALL ROOFING SHALL BE INSTALLED OVER A 1/2" MINIMUM THICKNESS OF Gypsum Board.
5. ALL ROOFING SHALL BE INSTALLED OVER A 1/2" MINIMUM THICKNESS OF Gypsum Board.

PROJECT NO.	10000000000000000000
DATE	10/10/2010
SCALE	1/8" = 1'-0"
PROJECT NAME	DE PORTOLA ESTABLISHMENT
PROJECT ADDRESS	10000000000000000000
PROJECT CITY	10000000000000000000
PROJECT STATE	10000000000000000000
PROJECT ZIP	10000000000000000000

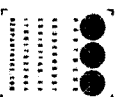
a1.4

C

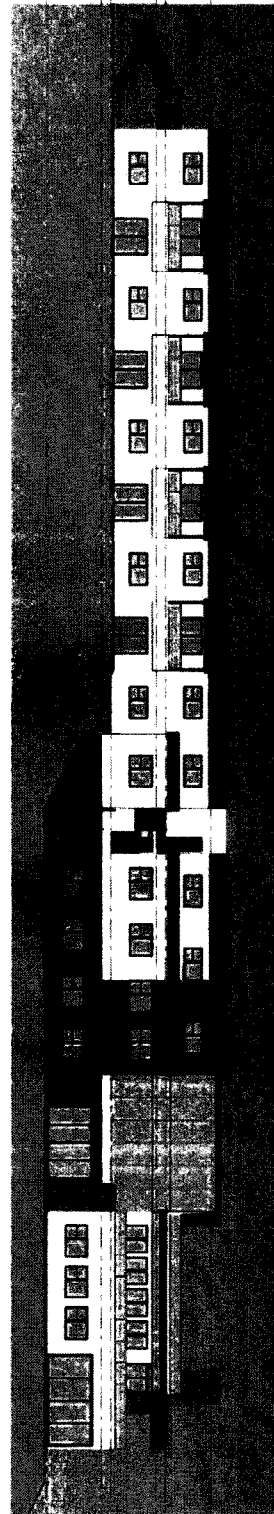
DE PORTOLA ESTABLISHMENT

DE PORTOLA ESTABLISHMENT

DE PORTOLA ESTABLISHMENT



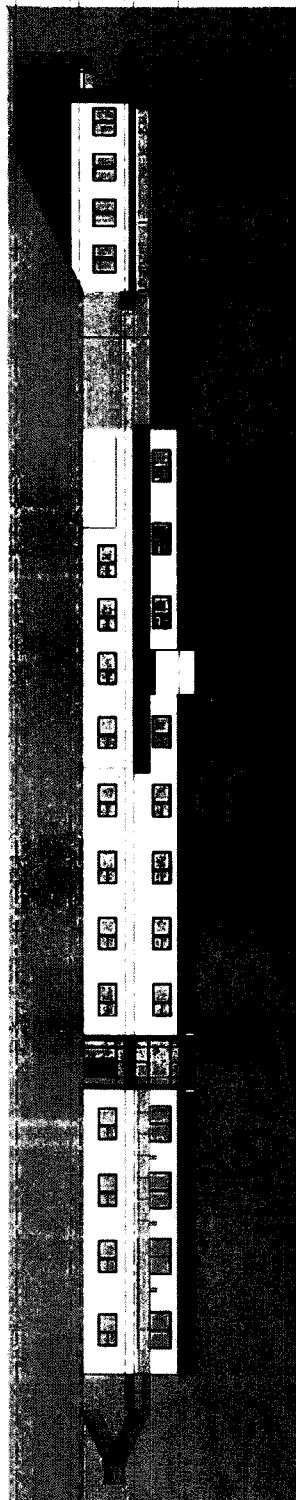
1 WEST ELEVATION COLORED
SCALE: 1" = 16'



2nd FLOOR
1st FLOOR
GROUND LEVEL
1st FLOOR
2nd FLOOR
3rd FLOOR
4th FLOOR

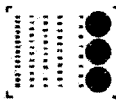


2 EAST ELEVATION COLORED
SCALE: 1" = 16'



2nd FLOOR
1st FLOOR
GROUND LEVEL
1st FLOOR
2nd FLOOR
3rd FLOOR
4th FLOOR

DE PORTOLA
ESTATE WINERY



NO.	DATE	REVISIONS	BY	CHKD.
1	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
2	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
3	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
4	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
5	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
6	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
7	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
8	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
9	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
10	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
11	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
12	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
13	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
14	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
15	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
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18	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
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99	12/04/18	ISSUE FOR PERMITS	T. WHEELER	
100	12/04/18	ISSUE FOR PERMITS	T. WHEELER	

DE PORTOLA
ESTATE WINERY
CITY: TENNESSEE
STATE: TENNESSEE
DATE: 12/04/18
PROJECT: 3-STOREY WINE
PLANNER: T. WHEELER
SCALE: 1" = 16'

REGISTERED ARCHITECT
T. WHEELER
NO. 10000
STATE OF TENNESSEE

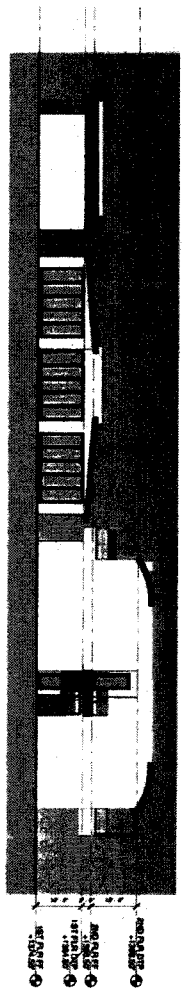
REGISTERED ARCHITECT
T. WHEELER
NO. 10000
STATE OF TENNESSEE

REGISTERED ARCHITECT
T. WHEELER
NO. 10000
STATE OF TENNESSEE

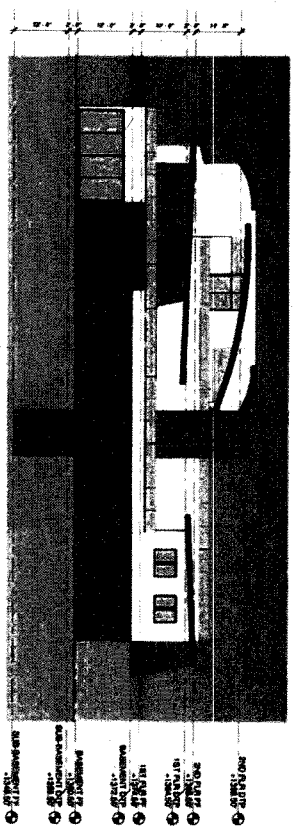
CASE: PPT180019
EXHIBIT B: Elevations (3-Story Wine)
PLANNER: T. Wheeler
DATE: December 4, 2018

a2.6

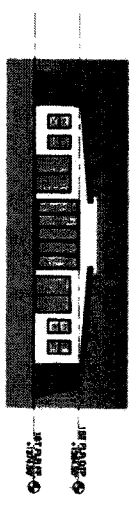
1 NORTH ELEVATION COLORED
SCALE 1" = 8'-0"



2 SOUTH ELEVATION COLORED
SCALE 1" = 8'-0"



3 EAST - VIP SUITES
SCALE 1" = 8'-0"



DE FORTOLA
ESTATE WINERY

DE FORTOLA
ESTATE WINERY

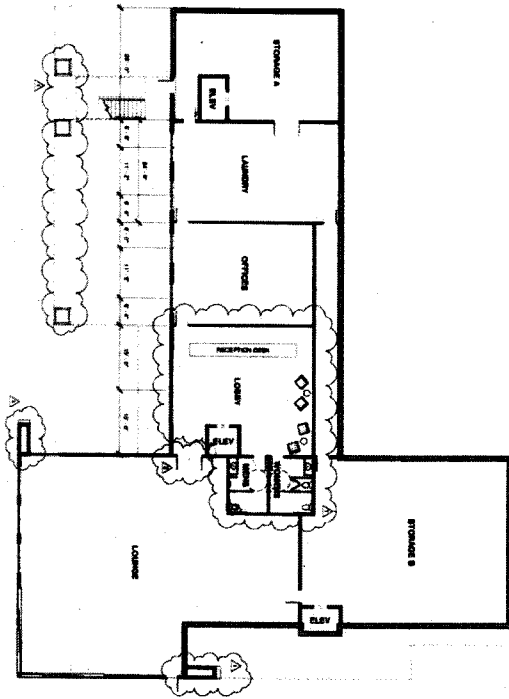
DE FORTOLA
ESTATE WINERY

B

82.7

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1
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100

1 BASEMENT FLOOR PLAN
SCALE: 3/32" = 1'-0"



CASE: PPT180019
EXHIBIT C: Floor Plans (3-Story Wine
PLANNER: T. Wheeler
DATE: December 4, 2018



PROJECT:	3-Story Winery
DATE:	12/04/18
SCALE:	3/32" = 1'-0"
DATE:	12/04/18
DATE:	12/04/18
DATE:	12/04/18

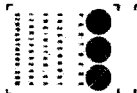
B
22.1

BASEMENT FLOOR PLAN
DATE: 12/04/18

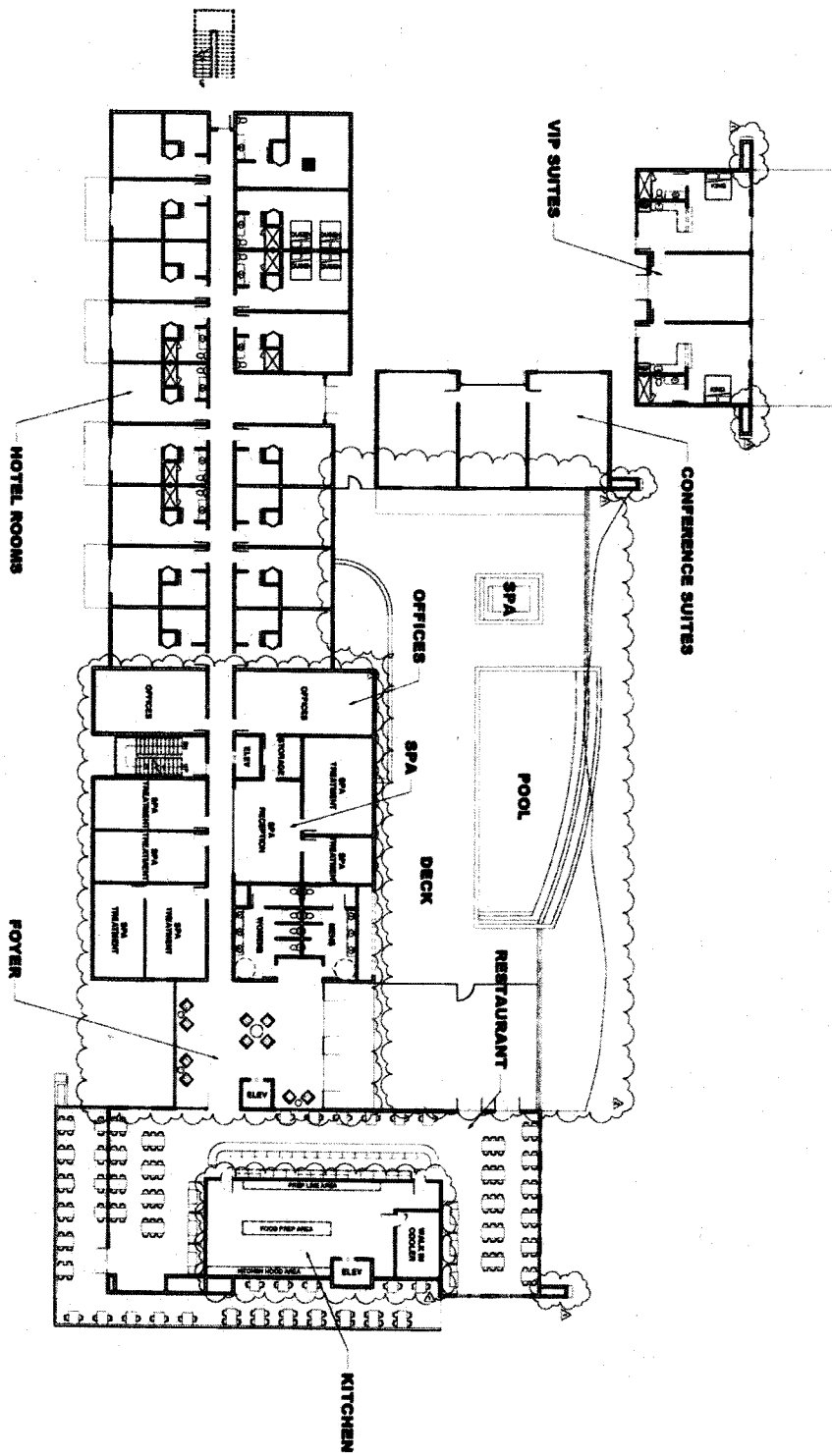


DE PORTOLA
ESTATE WINERY
CITY: BEND, OR

DE PORTOLA
ESTATE WINERY



1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



Floor plan notes:
1. ALL ROOMS TO BE FINISHED BY THE OWNER.
2. SEE ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES.

DATE	10/15/2010
PROJECT	DE PORTOLA ESTATE WINERY
CLIENT	DE PORTOLA ESTATE WINERY
ARCHITECT	DE PORTOLA ESTATE WINERY
SCALE	1/8" = 1'-0"
PROJECT NO.	22.2
DATE PLOTTED	10/15/2010

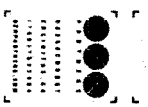
22.2

B
FIRST FLOOR PLAN

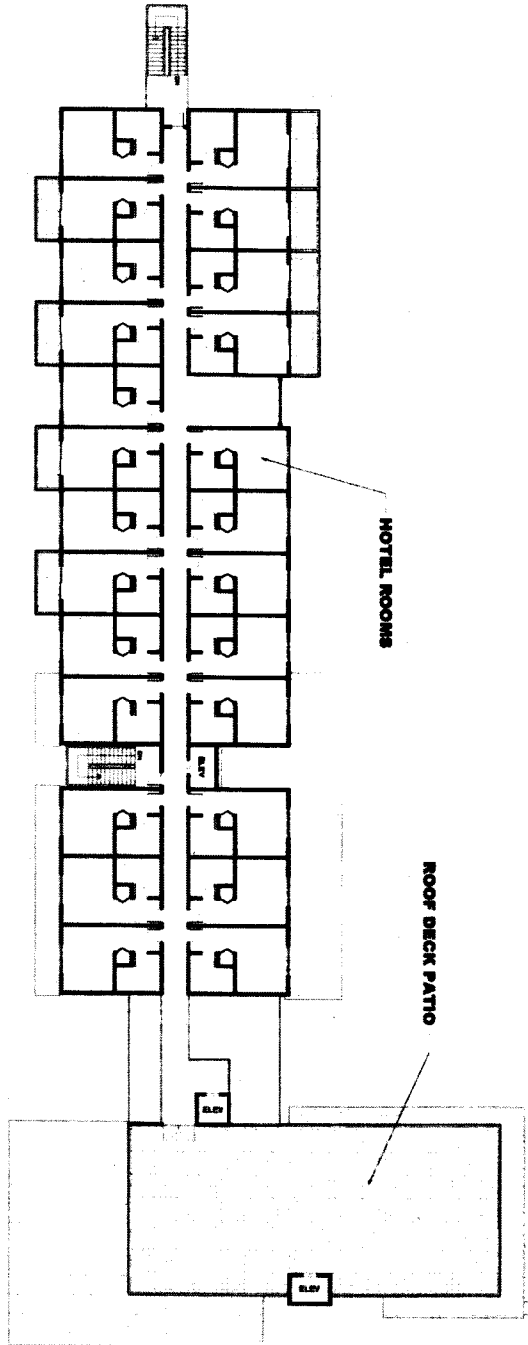


DE PORTOLA ESTATE WINERY
ESTABLISHED 1982

DE PORTOLA ESTATE WINERY



1 SECOND FLOOR PLAN



Floor plan notes:
 1. ALL ROOMS TO BE FINISHED TO MATCH ADJACENT ROOMS.
 2. SEE ARCHITECT'S NOTES FOR MATERIALS AND FINISHES.

PROJECT:	DE PORTOLA ESTATE WINEERY
DATE:	10/15/2014
BY:	ARCHITECT
SCALE:	AS SHOWN
REVISIONS:	

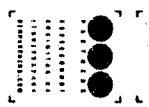
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B
 SECOND FLOOR PLAN

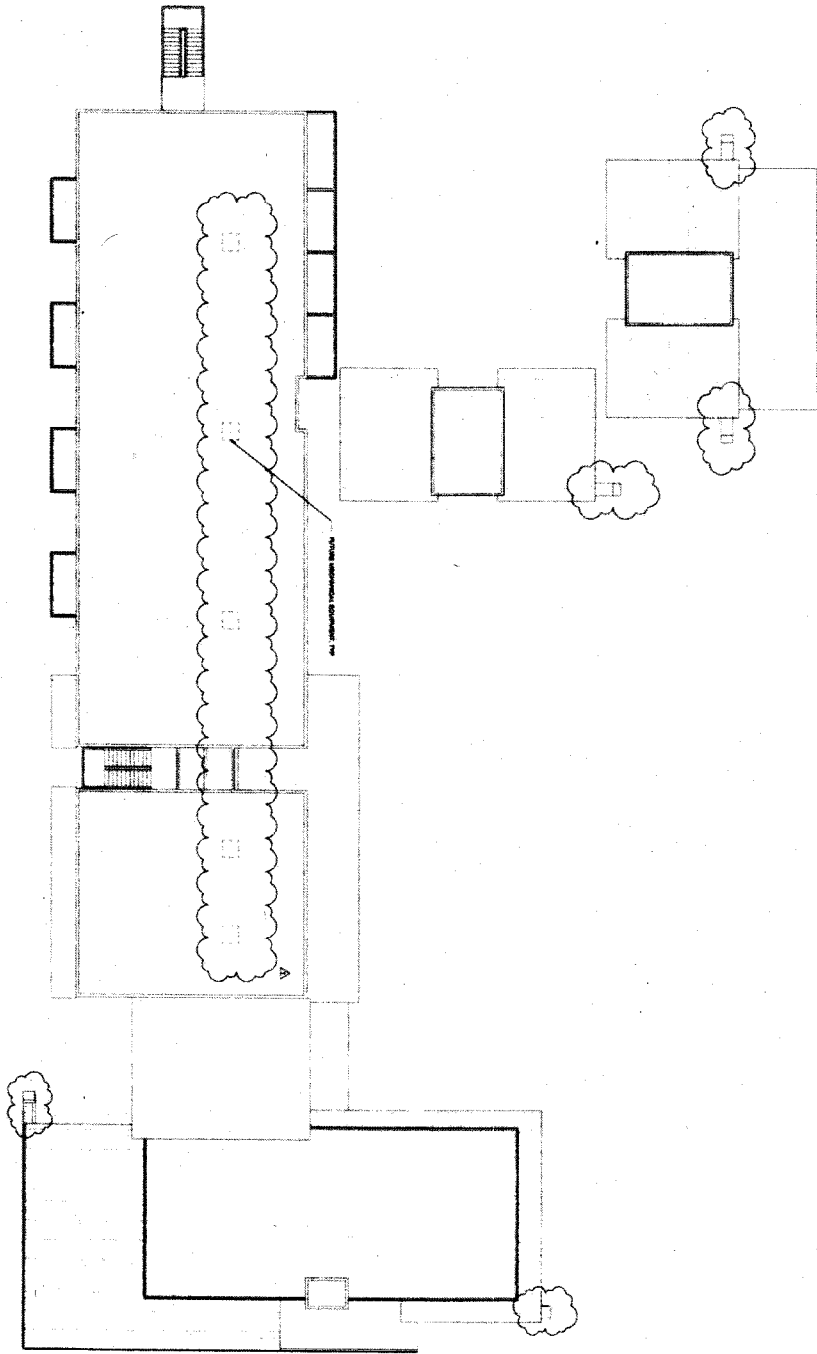
DATE: 10/15/2014
 SCALE: AS SHOWN

DE PORTOLA ESTATE WINEERY

DE PORTOLA ESTATE WINEERY



↑ AIRROOF PLAN
SCALE: 1/8" = 1'-0"



PROJECT	DE PORTOLA ESTATE WINEERY
OWNER	DE PORTOLA ESTATE WINEERY
ARCHITECT	DE PORTOLA ESTATE WINEERY
DATE	NOVEMBER 2011
SCALE	1/8" = 1'-0"

a2.4

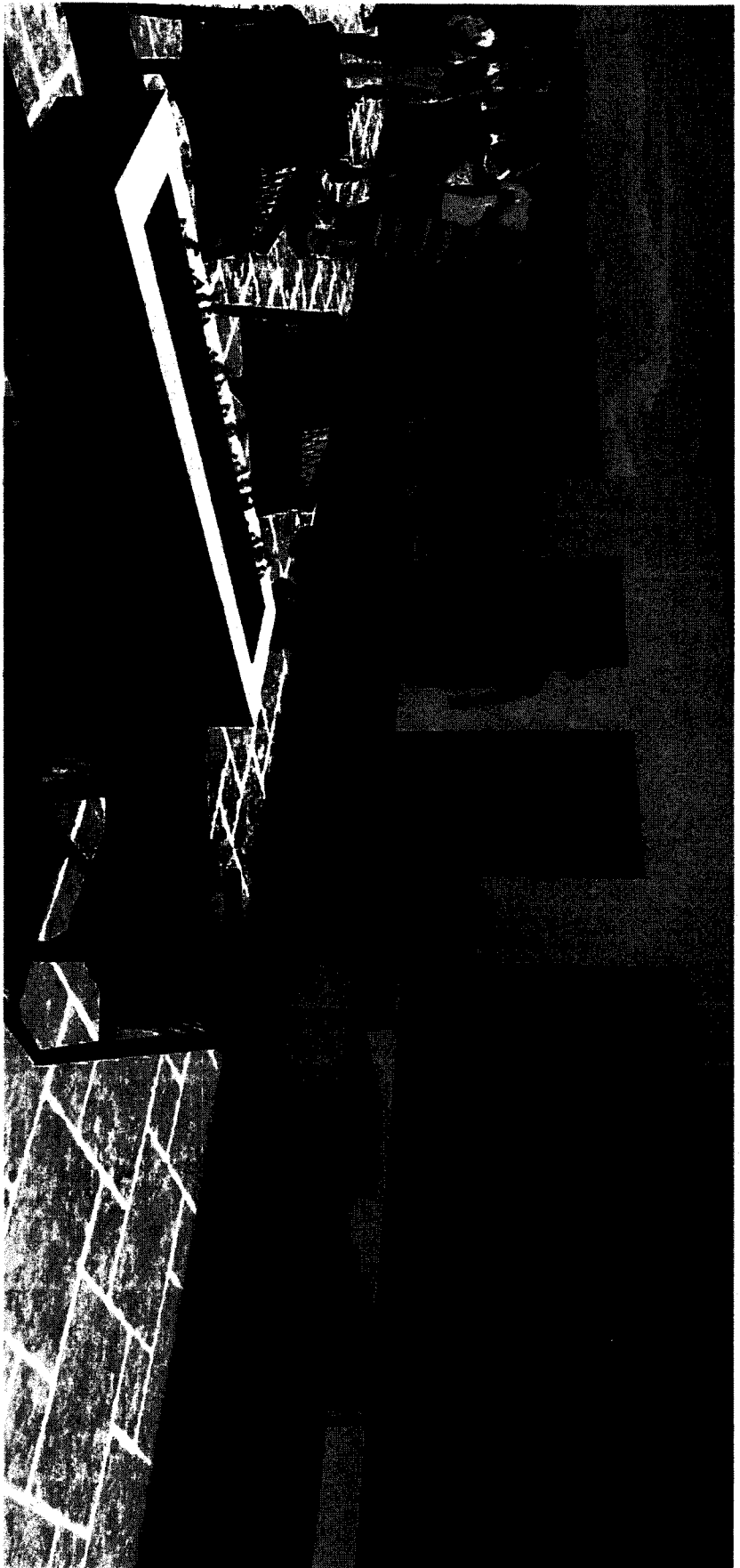
(B)
NO. 8



DE PORTOLA ESTATE WINEERY

DE PORTOLA ESTATE WINEERY





FIRE TABLE AREA
DE PORTOLA WINERY
TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE

CASE: PPT180019

EXHIBIT: Hotel Renderings

PLANNER: T. Wheeler

DATE: December 4, 2018



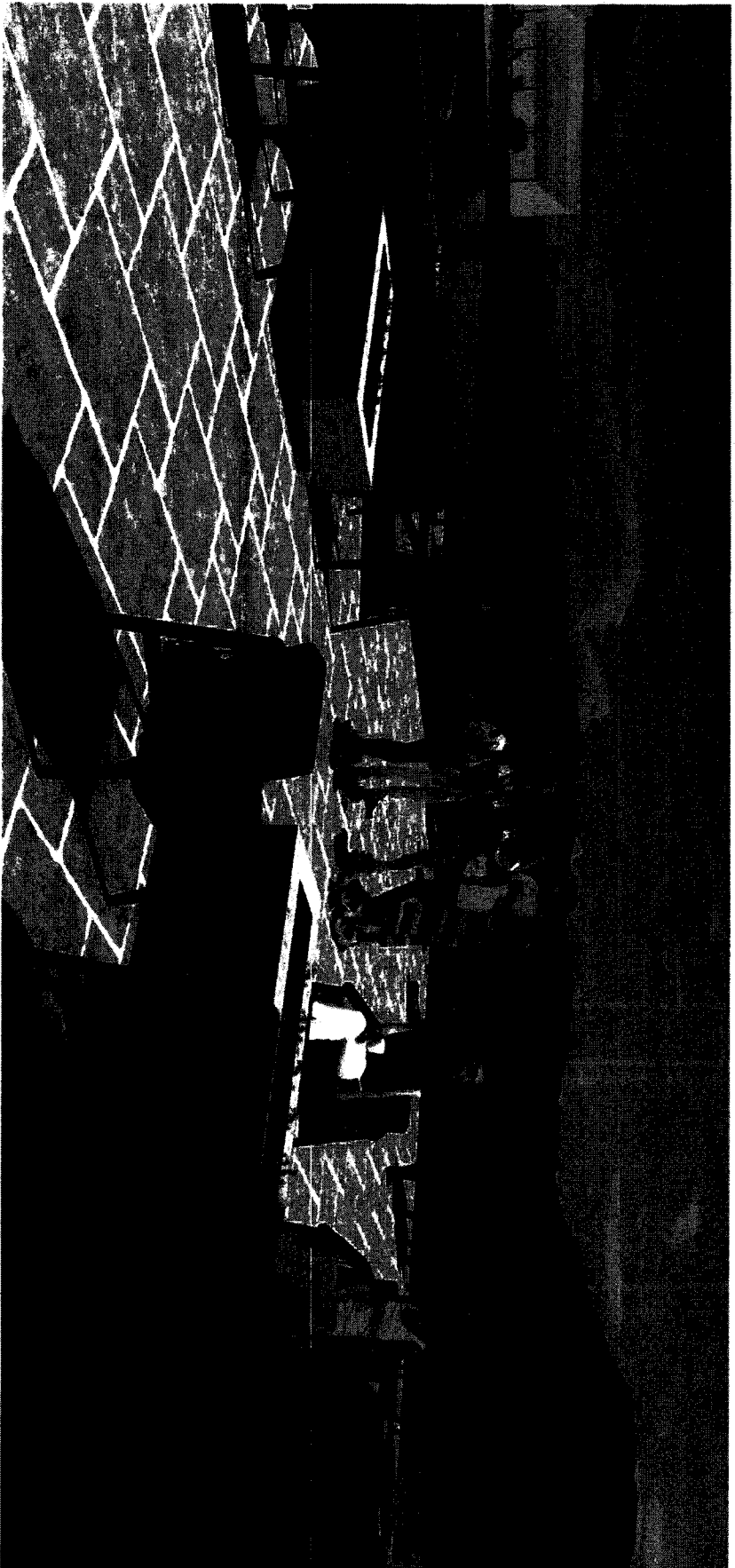
4649 Boodton Ave.

Riverside, CA 92506

(951) 369-0700

Fax: (951) 369-4039

<http://www.communitydesigngroup.com>



FIRE TABLE AREA
DE PORTOLA WINERY
TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE



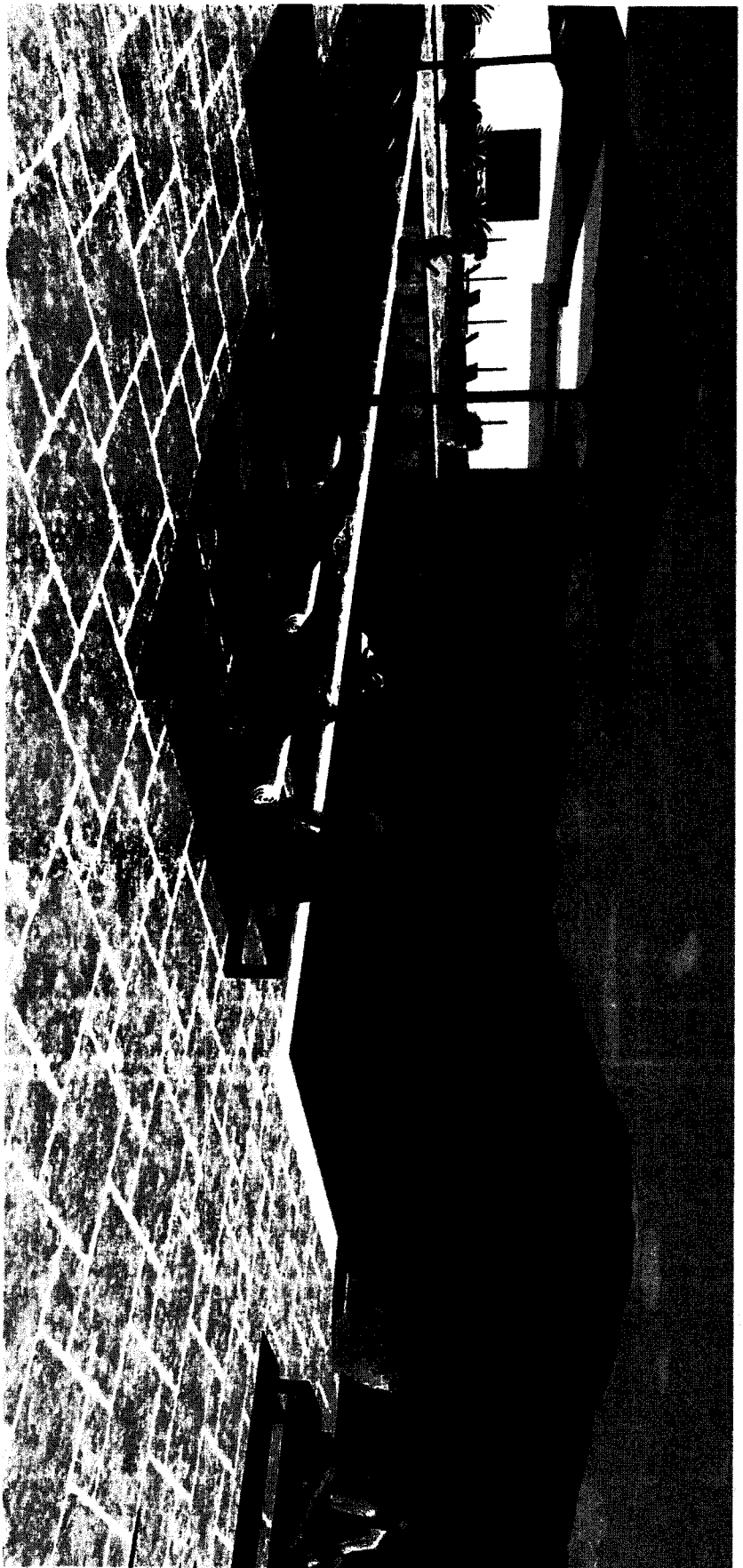
<http://www.communitydesign.com>

Fax (951) 369-4039

(951) 360-0700

Riverside, CA 92506

4649 Buckton Ave.



NORTH VIEW FROM POOL DECK
DE PORTOLA WINERY
TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE



<http://www.comfortsdg.com>

Fax (951) 369-4029

(951) 369-0200

Riverside, CA 92506

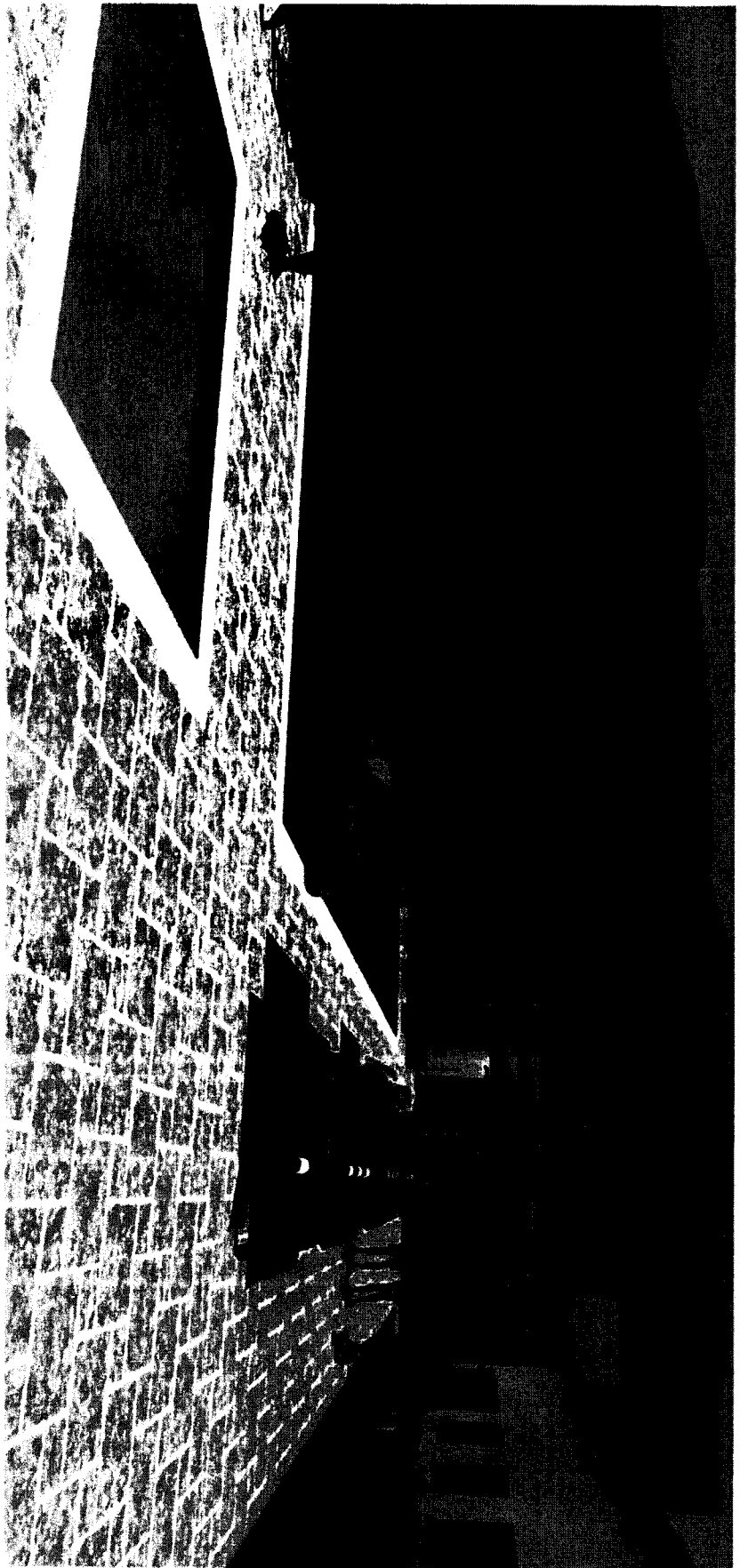
4649 Brockton Ave



NE VIEW FROM POOL DECK
DE PORTOLA WINERY
TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE



4649 Brockton Ave.
Riverside, CA 92506
951 366-0700
951 366-4039
<http://www.communitydesign.com>

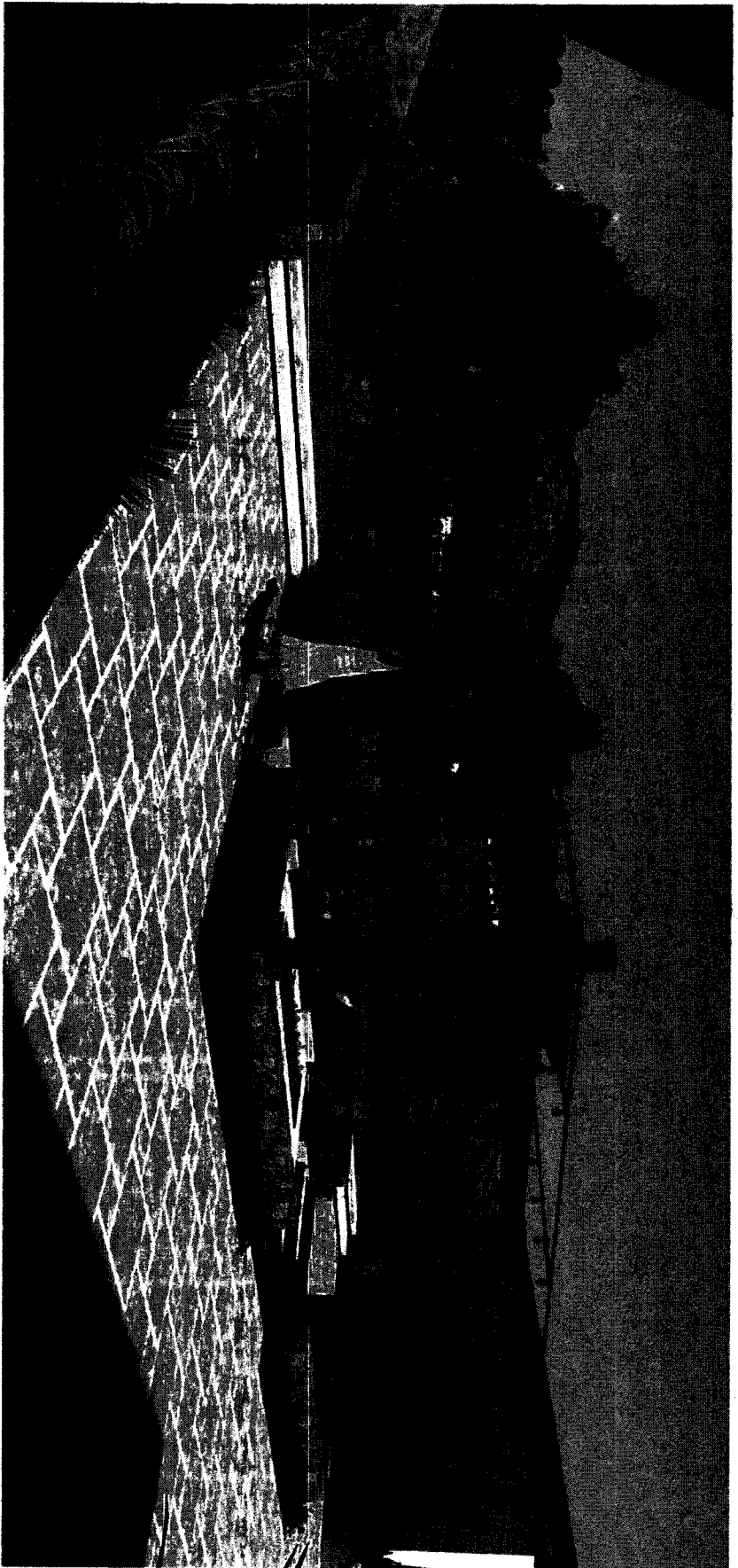


SE VIEW FROM POOL DECK
DE PORTOLA WINERY
TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE



<http://www.communitydesign.com>

4449 Brockton Ave.
Riverside, CA 92506
(951) 369-0700
Fax (951) 369-4039

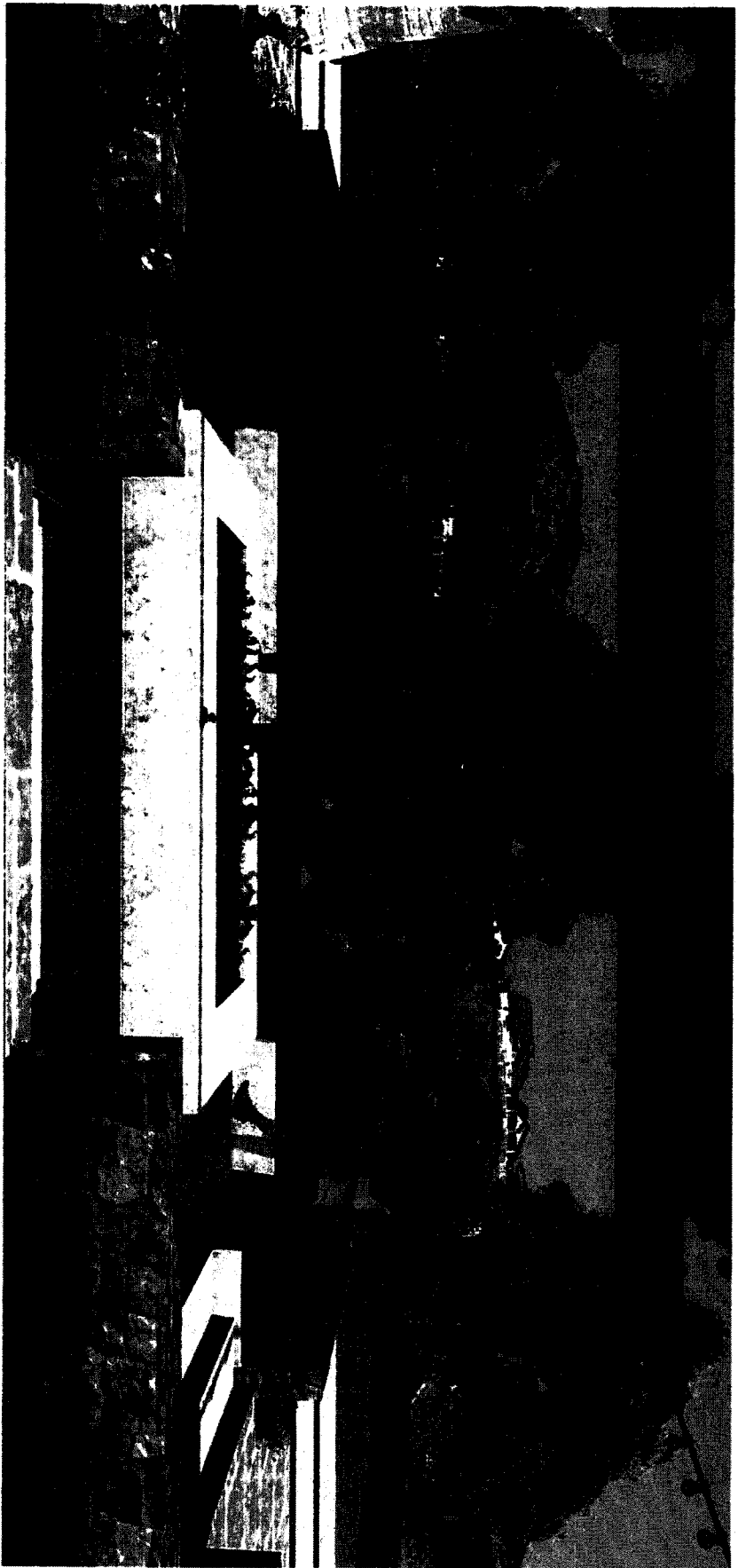


SUNKEN FIRE PIT AREA
DE PORTOLA WINERY
TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE



<http://www.comwinelsg.com>

4649 Brockton Ave.
Riverside, CA 92506
(951) 366-0700
Fax: (951) 366-4039

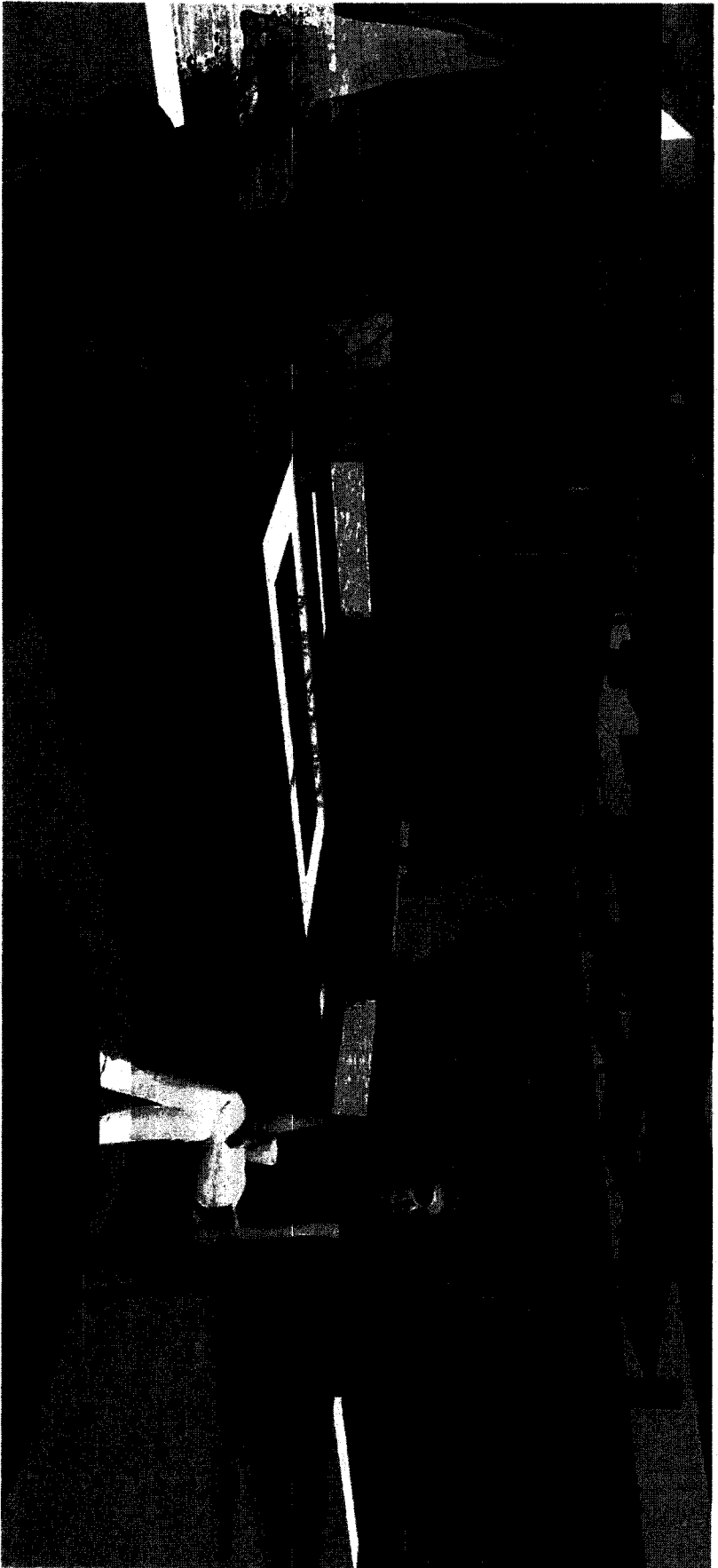


SUNKEN FIRE PIT AREA
DE PORTOLA WINERY
TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE

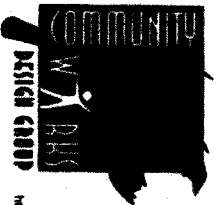


<http://www.community.com>

4649 Brockton Ave.
Riverside, CA 92506
(951) 366-0700
Fax: (951) 369-4039

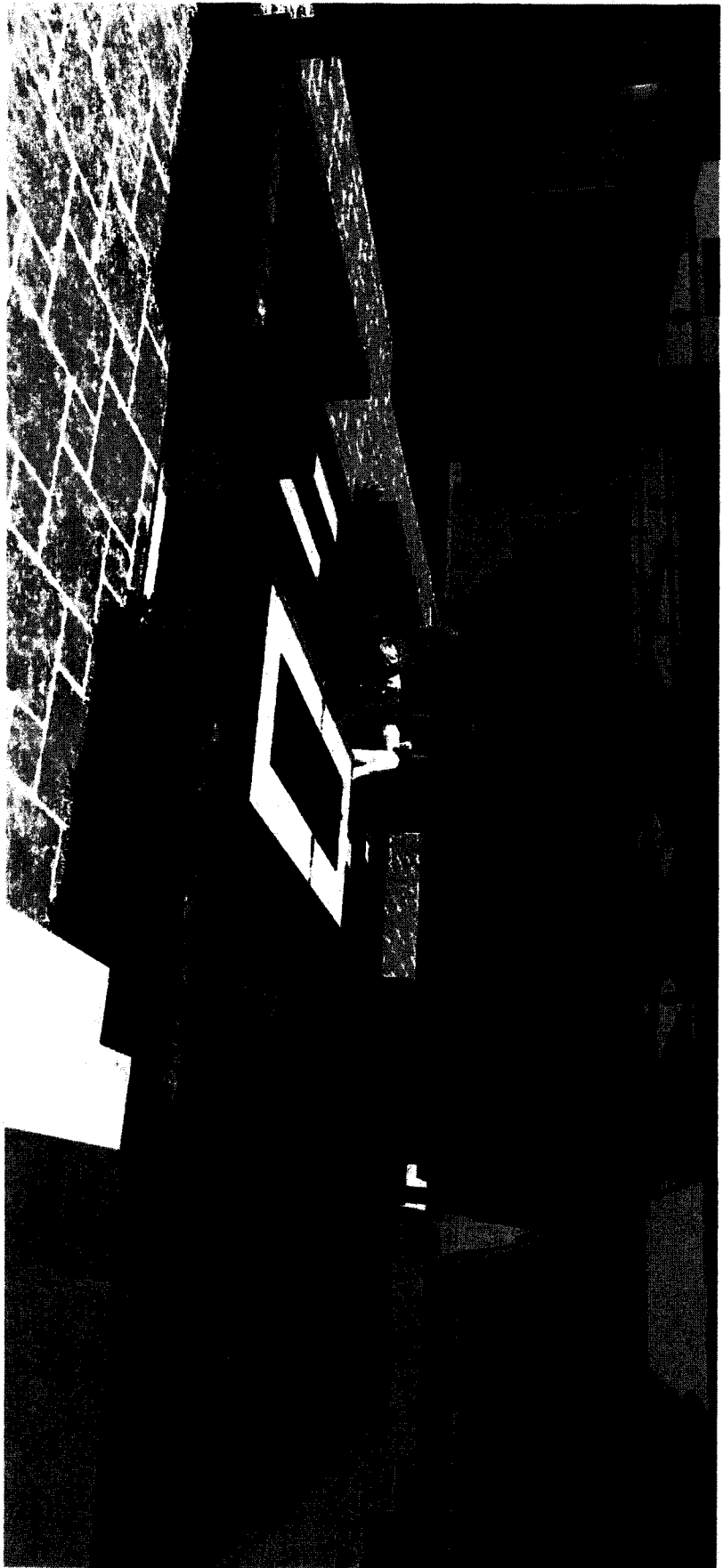


SUNKEN FIRE PIT AREA
DE PORTOLA WINERY
TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE



<http://www.communitywarriors.com>

4649 Brockton Ave.
Riverside, CA 92506
(951) 366-0700
Fax: (951) 366-4039



SUNKEN FIRE PIT AREA
DE PORTOLA WINERY
TEMECULA WINE COUNTRY, COUNTY OF RIVERSIDE



<http://www.communitydesign.com>

4619 Brockton Ave.
Riverside, CA 92506
Fax: (951) 366-4039
(951) 366-0700

RIVERSIDE COUNTY
PLANNING DEPARTMENT

Charissa Leach, P.E.
 Assistant TLMA Director

INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

The owner(s) of the property, at their own expense, agree to defend, indemnify and hold harmless the County of Riverside and its agents, officers, and employees from and against any lawsuit, claim, action, or proceeding (collectively referred to as "proceeding") brought against the County of Riverside, its agents, officers, attorneys and employees to attack, set aside, void, or annul the County's decision to approve any tentative map (tract or parcel), revised map, map minor change, reversion to acreage, conditional use permit, public use permit, surface mining permit, WECS permit, hazardous waste siting permit, temporary outdoor event permit, plot plan, substantial conformance, revised permit, variance, setback adjustment, general plan amendment, specific plan amendment, specific plan substantial conformance, zoning amendments, and any associated environmental documents. This defense and indemnification obligation shall include, but not limited to, damages, fees and/or costs awarded against the County, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant, property owner, the County, and/or the parties initiating or bringing such proceeding.

If the property is owned by multiple owners, the paragraph above must be signed by each owner.

Attach additional sheets, if necessary.
 If the property owner is a corporate entity, limited liability company, partnership or trust, the following documentation must also be submitted with this application:
 If the property owner is a limited partnership, provide a copy of the LP-1, LP-2 (if an amendment) filed with the California Secretary of State.
 If the property owner is a general partnership, provide a copy of the partnership agreement documenting who has authority to bind the general partnership and to sign on its behalf.
 If the property owner is a corporation, provide a copy of the Articles of Incorporation and/or a corporate resolution documenting which officers have authority to bind the corporation and to sign on its behalf. The corporation must also be in good standing with the California Secretary of State.
 If the property owner is a trust, provide a copy of the trust certificate.

PRINTED NAME OF Property Owner(s)
Pro LLC, Mike Neugebauer, Manager

Property Owner(s) Signature(s) and Date
[Signature] 4/15/18

Riverside Office • 4080 Lemon Street, 12th Floor
 P.O. Box 1409, Riverside, California 92502-1409
 (951) 955-3200 • Fax (951) 955-1811

Desert Office • 77-588 El Duna Court, Suite H
 Palm Desert, California 92211
 (760) 863-8277 • Fax (760) 863-7040

INDEMNIFICATION AGREEMENT PROPERTY OWNER INFORMATION

If the property owner is a Limited Liability Corporation, provide a copy of the operating agreement for the LLC documenting who has authority to bind the LLC and to sign on its behalf.

If the signing entity is also a corporate entity, Limited Liability Company, partnership or trust, the above documentation must also be submitted with this application. For any out of State legal entities, provide documentation showing registration with the California Secretary of State.
In addition to the above, provide a copy of a Preliminary Title Report for the property subject to this application. The Preliminary Title Report must be issued by a title company licensed to conduct business in the State of California and dated less than six months prior to the date of submission of this application. The Assistant TLMA Director may waive the requirement for a Preliminary Title Report if it can be shown to the satisfaction of the Assistant TLMA Director that the property owner(s) has owned the property consistently for at least the last five years.

ONLY FOR WIRELESS PROJECTS (SEE BELOW)

If the application is for a plot plan for a Wireless Communication Facility, the property owner(s) and the cellular service provider must sign the indemnification paragraph above. If the application is for a plot plan for a wireless communication co-location, only the co-locating service provider needs to sign the indemnification paragraph above.

THE SECURITIES REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS, AND CONDITIONS WHICH ARE SET FORTH HEREIN.

**OPERATING AGREEMENT
OF
DPW I, LLC**

THIS OPERATING AGREEMENT (this "Agreement"), is made effective as of the 20th day of November, 2017, by and among those persons identified as Class A Members and Class B Members on the books and records of the Company, who have entered into and executed this Agreement, and whose names appear on Schedule A attached hereto, which schedule shall be amended from time to time to include new Class A Members and/or Class B Members.

ARTICLE I

Definitions

All capitalized words, terms, and phrases in this Agreement shall have the meanings ascribed to them as set forth in and made a part hereof.

ARTICLE II

**Name, Place of Business,
Resident Office and Resident Agent, Term, and Purposes**

Section 2.1 Name. The name of the Company shall be "DPW I, LLC" or such other name as the Manager of the Company may determine from time to time.

Section 2.2 Principal Office and Resident Agent. The principal office of the Company in the State of California is 28465 Old Town Front St #311 Temecula, CA 92590. The Manager may hereafter change the address of the principal office or designate such other principal offices from time to time by giving written notice to the Members. The name and address of the resident agent of the Company is Rick Neugebauer 28465 Old Town Front St #311 Temecula, CA 92592.

Section 2.3 Term. The existence of the Company shall end, and the assets and affairs of the Company shall be liquidated and wound up, in accordance with Section 9.1, unless sooner terminated as herein provided or as provided by law.

Section 2.4 Articles of Organization. The Members have authorized the execution and filing of the Articles, which Articles are hereby ratified, confirmed and approved. The Manager shall take all necessary action to maintain the Company in good standing as a limited liability company, including (without limitation) the filing of any amendments to the Articles and such other articles, applications, registrations, qualifications, certificates, instruments, or other documents as may be necessary to protect the limited liability of the Members and to cause the Company to comply with the applicable laws of each state or jurisdiction in which the Company owns property or does business.

[Handwritten initials and signatures]

Section 2.5 Purposes. The purposes for which the Company has been formed are to: (a) purchase, develop, and operate a Winery located in California (b) conduct any other lawful business as may be approved by the Manager; and (c) do all things necessary, convenient or incidental to the foregoing.

ARTICLE III

Members, Capital Contributions, and Rights Relating to Units

Section 3.1 Members. The Members of the Company are all of those Class A and Class B Members as may be identified on Schedule A, as amended or supplemented from time to time.

Section 3.2 Admission of Members and Capital Contributions of Class A Members.

A) Class A Units.

(i) Issuance of Class A Units. The Manager is authorized to accept subscriptions for the purchase of up to five (5) Class A Units (the "Offering"), with a purchase price of Five Hundred Thousand Dollars (\$500,000) (the "Unit Price") per Class A Unit and a total Offering price of up to Two Million Five Hundred Thousand Dollars (\$2,500,000) in the aggregate (the "Maximum Offering Amount"). Each Class A Member shall contribute cash as his, her or its Capital Contribution with respect to his, her or its Class A Units in an amount equal to the number of Class A Units purchased, multiplied by the Unit Price for each Class A Unit (the "Capital Commitment"). Payment of each Class A Member's Capital Commitment shall be due as provided in the Subscription Documents.

(ii) Subscriptions for Class A Units. The Manager is authorized to admit the subscribers for Class A Units as Class A Members pursuant to the terms of this Section 3.2A and the terms and conditions set forth in the Subscription Documents. The Manager may, in the exercise of its sole and absolute discretion, accept or reject any subscriptions. The name, address, number of Class A Units, and Class A Member Percentages of each Class A Member shall be set forth on Schedule A, as amended or supplemented from time to time.

B) Issuance of Class B Units. Upon the execution of this Agreement, the Company is authorized to issue Thirty (30) Class B Units to the Class B Members set forth on Schedule A. The name, address, number of Class B Units, and Class B Member Percentage held by each Class B Member, shall be set forth on Schedule A, which represents distribution as per Section 4.1(C).

C) Admission of Additional Members. Subject to Sections 3.2 (Issuance of Units), 7.5 (Rights of Successor in Interest of a Member Ceasing to be a Member), and 7.6 (Requirements for Substitution), the Manager is authorized to admit and upon the admission of such additional Class A and Class B Members, Schedule A to this Agreement shall be amended to reflect the admission of the new Members and the adjusted Member Percentages of all the Members of the Company.

Section 3.3 Capital Accounts.

A) Maintenance of Capital Account. An individual Capital Account shall be maintained on the books and records of the Company for each Interest Holder in accordance with the provisions of this Agreement. Each Interest Holder shall initially be credited with an amount equal to the Capital Contribution of such Interest Holder set forth above in Section 3.2. Each Interest Holder's Capital Account shall be further maintained and adjusted as may be necessary in order for the Interest Holder's Capital Account to be determined and maintained in accordance with applicable Treasury Regulations to Section 704(b) and (c) of the Code relating to the allocation of profits and losses among partners, including those provisions applicable to contributions and distributions of property to the extent applicable.

B) No Interest. No interest shall be paid on any present or future Capital Account.

C) Return of Capital. Neither a Member nor the Manager shall be liable for the return of the Capital Contributions of any Members, or any portion thereof, and it is expressly understood that any such return of contributions shall be made solely from the assets of the Company. No Member shall be entitled to withdraw any

[Handwritten initials]

part of such Member's Capital Account or to receive any distribution from the Company except as provided in Article IV or Article IX. No Member shall have any right to demand or receive property (other than cash) in return of his/her/its Capital Contributions.

D) No Right to Partition. No Interest Holder shall have the right to require partition of any property of the Company or to compel any sale or appraisal of the Company's assets or any sale of a deceased Interest Holder's interest in the Company's assets.

ARTICLE IV

Distributions and Allocations

Section 4.1 Allocation of Profits. Except as provided in Sections 4.7 and Section 4.8, profits of the Company for each Fiscal Year shall be allocated among the Members as follows:

A) First, to the extent of and in proportion to any losses allocated to the Members, less any prior allocations under this Section 4.1A.

B) Second, to the Class A Members in an amount equal to the amount of and in proportion to their respective Preferred Returns on a cumulative basis, less any prior allocations under this Section 4.1B.

C) Third, seventy percent (70%) to the Class A Members in proportion to their respective Class A Member Percentages and thirty percent (30%) to the Class B Members in proportion to their respective Class B Member Percentages.

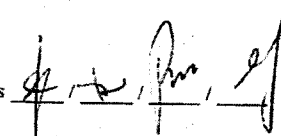
Section 4.2 Allocation of Losses. Except as provided in Section 4.7 and Section 4.8, the losses of the Company for each Fiscal Year shall be allocated among the Members in proportion to their respective positive Capital Account balances until all Capital Account balances have been reduced to zero. Any additional losses shall be allocated seventy percent (70%) to the Class A Members in proportion to their respective Class A Member Percentages and thirty percent (30%) to the Class B Members in proportion to their respective Class B Member Percentages.

Section 4.3 Determination of Profits and Losses. The net profits or net losses of the Company shall be determined in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with sound accounting principles and procedures applied in a consistent manner. An accounting shall be made for each Fiscal Year by the Company as soon as possible after the close of each such Fiscal Year to determine the Members' respective shares of net profits or net losses of the Company, which shall be credited or debited, as the case may be, to the Members' respective Capital Accounts. For tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to and among the Members in the same proportion in which they share profits and losses.

Section 4.4 Distributions of Cash Flow. Prior to termination and dissolution of the Company, the amount of Cash Flow that the Manager determines, in its sole discretion, to distribute for each calendar year shall be applied or distributed to the Members as follows:

A) First, within ninety (90) days of the end of each Fiscal Year, the Manager shall endeavor, but shall not be required, to distribute annually to each Member an amount equal to the excess of (i) the maximum effective combined federal, state, and local income tax rates applicable to such Member, multiplied by the excess of (x) cumulative profits allocated to such Member for all prior Fiscal Years over (y) cumulative losses allocated to such Member for all prior Fiscal Years, over (ii) the amounts distributed to such Member (pursuant to this Section 4.4A) during all prior Fiscal Years.

B) Second, to the Class A Members in an amount equal to their respective Preferred Returns (less distributions under Section 4.4A attributable to allocations of profit under Section 4.1B), in proportion to their respective Preferred Returns, until all Preferred Returns have been paid in full for that calendar year.



C) Third, to the Class A Members in proportion to their respective Adjusted Capital Balances until all Adjusted Capital Balances have been reduced to zero.

D) Fourth, seventy percent (70%) to the Class A Members in proportion to their respective Class A Member Percentages, and thirty percent (30%) to the Class B Members in proportion to their respective Class B Member Percentages.

Section 4.5 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts paid or distributed, as the case may be, to the Members with respect to which such amount was withheld pursuant to this Section 4.5 for all purposes under this Agreement. The Company is authorized to withhold from payments and distributions, or with respect to allocations to the Members, and to pay over to any federal, state, and local government or any foreign government, any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law or any foreign law, and shall allocate any such amounts to the Members with respect to which such amount was withheld.

Section 4.6 Right to Distributions. No Member shall have the right to receive distributions of property in kind from the Company. No Member shall have the right to receive, and the Company shall not have the power to make, distributions to a Member other than distributions of Cash Flow authorized by the Manager in accordance with Section 4.4, and Company property available for distribution on dissolution of the Company, if any, in accordance with Sections 3.3C and 9.3.

Section 4.7 Special Allocations Regarding Excess Deficits and Minimum Gain. Notwithstanding anything to the contrary contained in this Article IV, the allocations of income or gain described in Treas. Reg. Sections 1.704-1(b)(2)(ii)(d) (last paragraph) and 1.704-2(f) shall be made in the circumstances described in such sections of such Treasury Regulations or any successor provisions thereto. This Section 4.7 is intended to constitute a qualified income offset provision and minimum gain chargeback provision under such sections of such Treasury Regulations and shall be so interpreted for all purposes.

Section 4.8 Minimum Allocations Required Under Section 704(c)(1)(A) of the Code. Notwithstanding any other provision of this Agreement to the contrary, to the extent a Member is required to take into account an item of profit or loss under Section 704(c)(1)(A) of the Code (or any provisions contained in the Treasury Regulations under Section 704(b) of the Code providing for substantially equivalent treatment), such allocation shall override all other allocations contained herein but shall not affect a Member's Capital Account to the extent the economic value of such profit or loss has already been reflected in such Member's Capital Account.

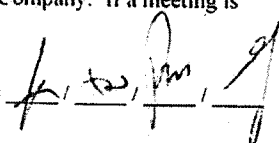
ARTICLE V

Meetings of Members

Section 5.1 Meetings of Members; Member Action.

A) Meetings. All meetings of the Members, of any class, shall be held at the principal office of the Company; provided that meetings may be held at such other place as may be designated by the Manager and set forth in the notice of the meeting. The Members may conduct any meeting by telephone conference or other similar communications equipment if all Persons participating in the meeting can hear and speak to each other at the same time. Participation in a meeting by such means shall constitute presence in person at such meeting.

B) Notice of Meetings. A meeting of the Members, of any class, may be called by the Manager, or any Member holding at least fourteen percent (14%) of the Member Percentages of the class, in writing addressed to the Manager of the Company. If a meeting is so called, the Manager shall provide all Members of such class with notice of the meeting. The notice shall be in writing, shall state the place, date, time, and purpose(s) of the meeting, and shall indicate that it is being issued by or at the direction of the Person(s) calling the meeting. The notice shall be given, either personally, by first class mail, electronic email or facsimile not less than ten (10) or more than sixty (60) days before the date of the meeting, to each Member entitled to notice of such meeting at the mailing address, email account or facsimile number of such Member on record with the Company. If a meeting is



adjourned to another time or place, and if any announcement of the adjournment of time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting. Notices will be deemed given by the Company as of the date the Company transmits any electronic or facsimile notice or upon placing the notices into the U.S. Postal Service.

C) Quorum. The presence in person or by proxy of the holders of more than sixty-five percent (65%) of the outstanding Member Percentages of the class entitled to vote on the matter shall constitute a quorum at all meetings of the Members of such class; provided, however, that if there is no quorum present, holders of a majority of the Member Percentages of the class, present or represented, may adjourn the meeting from time to time without further notice until a quorum is obtained.

D) Proxies. Each Member may authorize any Person or Persons to act for him/her/it by proxy in all matters in which a Member is entitled to participate, whether by waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or his/her/its attorney-in-fact. Every proxy shall be revocable at the pleasure of the Member executing it. Unless a proxy provides otherwise, it is not valid more than 11 months after its date.

E. Member Action: Unanimous Written Consent. Except as otherwise provided in this Agreement or by statute, all actions taken by the Members, of any class, shall require at least sixty-five percent (65%) of the outstanding Member Percentage of such class entitled to vote on the matter. The Class A Members shall not have the right to vote on any matter that may come before the Company except as specifically set forth in this Agreement. Any action required or permitted to be taken at a meeting of the Members, of any class, may be taken without a meeting if there is filed with the records of the Company a written consent which sets forth the action and is signed, in one or more counterparts, by those Members holding the outstanding Member Percentage that would be necessary to approve the matter at a meeting at which all Members entitled to vote thereon were present and voted.

- 1) Member Actions:
 - (i) Election and Removal of Manager subject to Section 6.2
 - (ii) Any official yearly budget for capital improvements or operational expenses in excess of 5% shall need approval by a Member Action Vote for DPW I, LLC and subsidiary – “Operating LLC”

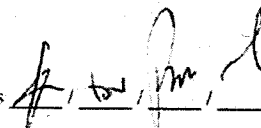
ARTICLE VI

Powers, Management, and Control

Section 6.1 Management of the Company. The conduct and control of the business and affairs of the Company shall be vested fully and exclusively in the Manager, who shall have the powers necessary and incidental to such conduct and control, subject only to the limitations set forth in Section 6.4. No other Person, including, but not limited to a Member, shall have the authority to bind the Company unless such authority is specifically delegated to a Person by the Manager or required by law. The Manager need not be a Member. When acting on behalf of the Company, the Manager may use any designation the Manager determines appropriate from time to time.

Section 6.2 Election and Removal of Manager. ~~The first Manager shall be elected by the Class B Members. Upon execution of this Agreement, the Class B Members hereby designate Rick Noyes as the first Manager of the Company. To elect a successor to fill the vacancy of the Manager which results for any reason, including removal, resignation or dissolution of a Manager, The manager shall be elected with sixty-five percent (65%) or more of the outstanding Class A Member Percentage and the Class B Member Percentage, have voted and consented to the election. The Manager shall hold office until:~~

(i) removed by the Class B Members and until its successor is duly elected and qualified. The Manager may be removed, with or without cause, by the Class B Members.



(ii) with a perceived cause of negligence a Member Action vote of "No Confidence" may remove the Manager with sixty-five percent (65%) or more of the outstanding Class A Member Percentage and the Class B Member Percentage, have voted and consented to the removal.

(iii) Resignation

1) A member shall have no voting rights in the Election or Removal of a Manager in the case of an immediate family member being either removed or elected as the Manager. Immediate family member is defined as: spouse, child, sibling, parent, stepchild, stepparent, as well as mother-, father-, son-, daughter-, brother-, or sister-in-law and to any other individuals who live in your household except for tenants and household employees.

2) The percentage of votes needed for either Election or Removal shall be adjusted for that excluded member as it pertains to Section 6.2 (1).

Section 6.3 Powers of Manager. In addition to the powers granted by the terms and provisions of this Agreement, the Manager is hereby authorized to:

A. invest Company funds in specifically one project consisting of real property development and business operations related to a Class V Winery in Temecula, Riverside County, CA: vineyard, winery and hotel

B) incur, at the expense of the Company, such charges, costs, and fees as are necessary in connection with the operation of the Company;

C) borrow money for and on behalf of the Company which may be necessary in connection with the Company's business upon such terms and conditions as the Manager may deem advisable and proper and to pledge the credit of the Company for such purpose;

D) obtain and enter into contracts of insurance, including but not limited to, fire and extended coverage and public liability which the Manager deems necessary or appropriate for the protection of the Company, the Members, and the Manager and for the conservation of Company assets;

E) employ Persons in the operation and management of the business of the Company, including Affiliates of any Member or the Manager, on such terms and for such compensation as the Manager shall determine;

F) fund and maintain working capital, contingency, and other reserves in such amounts as the Manager determines to be necessary for the prudent operation of the Company, and to release from such reserves, from time to time, such amounts as the Manager determines to be in excess of the amounts then required by the Company;

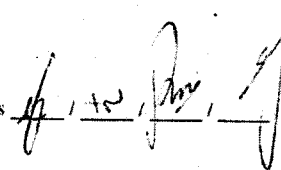
G) establish one or more checking, savings, and investment accounts in the name of the Company, and to have exclusive control over the disbursement of the Company's funds on deposit or invested therein;

H) determine, in its sole discretion, the amount of Cash Flow that is to be distributed to the Members from time to time prior to the liquidation of the Company;

I) confess a judgment against the Company and to assign the property of the Company or assets of the Company in trust for creditors on the basis of an assignee's promise or undertaking to pay the debts or obligations of the Company;

J) terminate and dissolve the Company; and

K) take any other actions that the Manager, in its reasonable discretion, determines to be in the best interest and consistent with the purposes of the Company.

Handwritten initials and signatures in black ink, appearing to be 'H', 'W', 'P', and 'J'.

L) organize, form and file the operating entity for the Winery "Operating LLC" entity in the form of an California Limited liability Company for the purposes of separating liability from DPW I, LLC in the operations of the Winery. The Entity shall have two members, the Manager of DPW I, LLC (1% ownership no profits) and DPW I, LLC (99% ownership, 100% profits).

M) Capitalize the Operating LLC with fixed improvements, inventory, equipment, and startup capital for operations, derived from DPW I, LLC financing.

Section 6.4 Limitations on Powers of the Manager. Notwithstanding any provision of this Agreement to the contrary, the Manager shall have no authority to perform any act in violation of applicable laws or regulations thereunder, nor shall the Manager have any authority, except with the Consent of the Class A Members, to:

A) amend, alter, repeal or add any provision to the Articles or this Agreement in a manner that adversely affects the Class A Members, except amendments to Schedule A as otherwise permitted in this Agreement;

B) exchange, reclassify or cancel (whether by merger, consolidation or otherwise) all or any part of the Class A Units; or

C) create or authorize the creation of (by reclassification or otherwise) any additional securities having rights, preferences or privileges that are senior to or on parity with the Class A Units.

Section 6.5 Board of Advisors. The members of the Board of Advisors shall be all Class A and Class B members. The Board of Advisors will provide advice with respect to the Company from time to time as requested by the Manager, but shall have no right to vote on, approve or consent to matters before the Company, and shall not have any authority, express or implied, to act for or on behalf of the Company in any capacity simply by virtue of being a member of the Board of Advisors.

ARTICLE VII

Transferability of Member's LLC Interests and Rights Upon Transfer or Issuance

Section 7.1 Restrictions on Transfer.

A) Restriction on Transfer. Except as expressly provided in this Article VII, no Member may Transfer all or any portion of his, her or its LLC Interest without the approval of the Manager. Any such attempted Transfer in contravention of any of the provisions of this Agreement shall be void ab initio and shall not bind or be recognized by the Company. Even if the approval of the Manager is obtained with respect to a Transfer by a Member, such Transfer shall remain subject to the right of first refusal set forth in Section 7.2.

B) Permitted Transferees. There shall be no restriction hereunder against any transfer of Units by any Member to or for the benefit of any Permitted Transferee; provided, however, that any Units transferred by any Member to or for the benefit of any Permitted Transferee shall continue to be subject to all of the terms and conditions of this Agreement and, as a condition to the effectiveness of the transfer of such Units, any Permitted Transferee to whom any Units are transferred shall execute a supplement to this Agreement to the effect that any such Units and such Permitted Transferee shall thereafter be subject to all of the terms and conditions of this Agreement; provided further, that such Permitted Transferee shall be deemed only a successor-in-interest (in accordance with Section 7.5) of the Member who transferred the Units, and shall only be admitted as a Member of the Company upon compliance with the requirements of Section 7.6.

C. Withdrawals. No Member may voluntarily withdraw from the Company without the consent of the Manager.

Section 7.2 Right of First Refusal. Notwithstanding any provision in this Agreement to the contrary, in the event that a Member (the "Selling Member") desires to sell, transfer, assign, or convey some or all of its Units

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pursuant to a Bona Fide Offer acceptable to it, the Selling Member shall, not less than fifty (50) days prior to the closing date of the proposed sale, give notice thereof (the "Notice of Sale") to the Company and to the Class A Members (excluding the Selling Member) (the "Optionees"), subject, however, to the following terms and provisions:

A) Option to Purchase. The Notice of Sale shall state that a Bona Fide Offer has been received by the Selling Member and shall be accompanied by a copy of the Bona Fide Offer and copies of all supporting documents. The Notice of Sale shall further contain an affirmative offer by the Selling Member to sell its Units identified in the Bona Fide Offer to the Optionees for the same consideration and upon the same terms and conditions set forth in the Bona Fide Offer (the "Option").

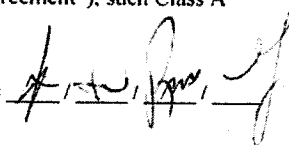
B) Option Period. The Company shall have the option, for a period of forty-five (45) days after receipt of the Notice of Sale from the Selling Member (the "Option Period"), to commit to purchase the Units offered by the Selling Member, in whole or in part, on the same terms and conditions set forth in the Bona Fide Offer. Such commitment to purchase must be in writing and received by the Selling Member within the Option Period. Any failure by the Company to respond to the Notice of Sale during the Option Period shall be deemed to constitute a waiver of such Option.

C) Second Option Period. In the event the Company does not exercise its right to purchase all of the Units offered by the Selling Member, the remaining Class A Members shall have the right (the "Second Option"), for a period of fifteen (15) days after the end of the Option Period (the "Second Option Period"), to commit to purchase the Units offered by the Selling Member and to which the Company has not exercised its right to purchase on the same terms and conditions set forth in the Bona Fide Offer. Each Class A Member shall have the right to purchase that number of Units of the Selling Member determined by multiplying the total number of Units being sold by the Selling Member by a fraction, the numerator of which is the number of the Class A Member's Class A Units, and the denominator of which is the total number of Class A Units held by all Class A Members electing to purchase the Selling Member's Units; provided that in the event less than all of the Class A Members elect to purchase the Selling Member's Units, those Class A Members exercising their purchase right shall be permitted to purchase any unpurchased portion in an amount determined in accordance with the formula set forth above. Any failure by the Class A Members to respond to the Notice of Sale during such Second Option Period shall be deemed to constitute a waiver of this Second Option.

D) Closing. The closing of the purchase of the Units being offered for sale shall take place on the date designated as the closing date in the Bona Fide Offer, but in no event sooner than fifteen (15) days after the expiration of the Option Period or the Second Option Period, as the case may be (provided, however, that if such day shall be a Saturday, Sunday, or legal holiday, the closing shall take place on the next succeeding regular business day), in the office of the Company, or at such other time and place as may be mutually agreed upon in writing by the Selling Member and the purchaser of his/her/its Units.

E) Sale to Bona Fide Purchaser. In the event (i) the Optionees fail to exercise either the Option or the Second Option, as the case may be, to purchase the Units of the Selling Member, the Option or Second Option is not exercised in full, or, if after exercising such Option or Second Option, the Optionee fails to close the purchase hereunder (unless such failure to close is attributable to the action or inaction of the Selling Member), and (ii) the Selling Member has received the approval of the Manager pursuant to Section 7.1A, the Selling Member shall have the right to sell its Units identified in the Notice of Sale to the purchaser designated in the Notice of Sale (the "Bona Fide Purchaser"), in accordance with the terms thereof. Such Bona Fide Purchaser shall not become a substituted Member in the Company, however, unless the Bona Fide Purchaser complies with the requirements of Section 7.6. In the event such sale or transfer to the Bona Fide Purchaser is not consummated upon the terms and conditions set forth in the Bona Fide Offer and within sixty (60) days of the date thereof, a new Notice of Sale shall be required in the manner provided for above and the Optionees will again have the Option and Second Option to purchase such Units as provided herein.

Section 7.3 Drag-Along Rights. Notwithstanding the provisions of Section 7.2, if the Manager and the holders of seventy percent (70%) or more of the outstanding Class A Member Percentage and the Class B Member Percentage, determined as a separate class, have voted, consented or proposed to effectuate a Sale Event with a third party pursuant to a definitive purchase and sale or merger agreement (the "Definitive Agreement"), such Class A



Members and Class B Members shall, upon fifteen (15) calendar days prior written notice to the other Members (the "Remaining Members"), have the right to require the Remaining Members to participate in the Sale Event; provided that the consideration received by the Class A Members and the Class B Members in the Sale Event is distributed in the same manner required by Section 9.3 as if the Company were liquidated and the proceeds available for distribution upon liquidation equivalent to the aggregate consideration received by the Class A and Class B Members in the Sale Event. A copy of the Definitive Agreement shall be provided to each Remaining Member along with the notice described above. Each Remaining Member hereby agrees that he/she/it (i) will cooperate in good faith to effectuate the Sale Event pursuant to the Definitive Agreement; (ii) will consent to, raise no objections against, and take all actions necessary in order to consummate the Definitive Agreement (including the making of all customary representations, warranties, covenants, indemnities, and agreements); and (iii) hereby waives any and all dissenter's rights, appraisal rights or other similar rights in connection with the Sale Event.

Section 7.4 No Participation Rights. Subject to the terms and conditions set forth in this Section 7.4, and applicable securities laws, in the event the Company proposes to offer or sell any Class A Units to Persons other than existing Class A Members, the Manager may, but shall not be required to, offer such Class A Units for subscription to the Class A Members. Nothing in this Section 7.4 shall grant any Class A Member the right to participate in any offering of Class A Units.

Section 7.5 Rights of Successor in Interest of a Member Ceasing to be a Member. The successor-in-interest to the LLC Interest of the a Member who has ceased to be a Member of the Company for any reason (i) shall have no right to be admitted as a substitute Member of the Company unless the Manager approves the Transfer; (ii) shall have only the rights of an assignee of the LLC Interest of such Member to receive the profits, losses, and distributions which would otherwise have been made to such Member unless admitted as a substitute Member of the Company in accordance with the preceding clause (i), and (iii) shall have no rights to receive any payments or distributions in redemption or liquidation of such Member's LLC Interest unless admitted as a substitute Member of the Company in accordance with the preceding clause (i).

Section 7.6 Requirements for Substitution. In addition to the limitations on transferability set forth in Sections 7.1 and 7.2, an assignee or transferee of a Member's LLC Interest shall have no right to become a substitute Member with respect to the transferred LLC Interest unless all of the following conditions are satisfied:

- A) an executed or authenticated copy of the written instrument of assignment or transfer is delivered to the Manager;
- B) the transferee agrees to be bound by all of the terms of this Agreement by executing a counterpart signature page to this Agreement;
- C) the transferee has made payment to the Company of all costs and expenses incurred as a result of his or its admission to the Company; and
- D) the Manager consents to the admission and substitution of the transferee, which consent may be withheld by the Manager in its sole discretion.

ARTICLE VIII

Affiliated Transactions & Other Business Agreements

Section 8.1 Contracts with Members and the Manager. The Company may acquire property from or lease or sell property to, borrow money from or loan to, and enter into any agreement or contract for the provision of goods or services with any Member, Manager, or Affiliate thereof.

Section 8.2 Competitive Activities. Any Member, Manager or Affiliate thereof, may engage in or possess an interest in other business ventures of any nature or description independently or with others, including, but not limited to, the ownership, financing, operation, management, and development of business similar to the Company, and neither the Company nor any Member shall have any rights in or to such independent ventures or the income or profits derived therefrom.

Section 8.3 Compensation of Manager. The Manager shall receive (i) an annual management fee (a "Management Fee") in the amount of one percent (1%) of the Class A Members' aggregate Capital Commitments paid in advance in quarterly installments on the Initial Closing Date and on the first day of each calendar quarter thereafter.

Section 8.4 Reimbursements. Each Member and the Manager shall be entitled to reimbursement for reasonable ordinary and necessary expenses incurred by it in such capacity on behalf of the Company, as determined pursuant to the Company's budget or approved by the Manager. The Manager shall be reimbursed for all expenses incurred by the Manager in connection with the formation of the Company and the completion of the Offering up to Twenty Five Thousand Dollars (\$25,000).

Section 8.5 Third-Party Fees and Expenses. The Company shall pay all third-party expenses (which expenses shall be billed directly to the Company insofar as practicable) of the Company incurred in connection with the Company's business and affairs, including, but not limited to:

- A) All Management Fees, Transaction Fees, and extraordinary expenses of the Company.
- B) Legal, audit, accounting (including all fees incurred pursuant to the provisions of Article XI), insurance, brokerage, appraisal, leasing, property management, and consulting fees, travel expenses, and all other fees, costs or expenses related to the operation of the Company.
- C) Expenses of organizing, revising, amending, converting, modifying or terminating the Company.
- D) Expenses in connection with distributions made by the Company to, and communications and bookkeeping and clerical work necessary in maintaining relations with, Members.
- E) The cost of preparation and dissemination of all Company tax returns, reports and filings as required hereunder or as required by law.

ARTICLE IX

Continuation of the Company; Dissolution of the Company

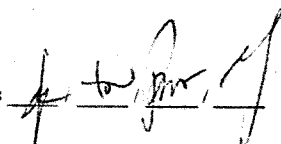
Section 9.1 Dissolution and Termination. The Company shall be dissolved upon the happening of any of the following events:

- A) if the Manager and the holders of seventy percent (70%) or more of the outstanding Class A Member Percentage and the Class B Member Percentage, determined as a separate class, have voted, and consented.
- B) The Bankruptcy or insolvency of the Company.

Section 9.2 Accounting. In the case of the dissolution and termination of the Company, a proper accounting shall be made of the Capital Account of each Member and the profits or losses of the Company from the close of the preceding Fiscal Year shall be determined and allocated among the Members in accordance with the provisions of Sections 4.1 and 4.2. Financial statements presenting such an accounting shall be delivered to all Members, at Company expense, within ninety (90) days after dissolution and termination of the Company.

Section 9.3 Liquidation and Distribution. Upon dissolution of the Company, the Manager (or if applicable, the Liquidating Trustee appointed under the provisions of Section 9.4) shall cause the cancellation of the Company's Articles, shall take full account of the Company's liabilities and assets, shall liquidate the assets of the Company, and shall distribute the assets of the Company as follows:

- A) First, to creditors (including Members and the Manager, to the extent otherwise permitted by law) in satisfaction of all of the Company's debts and other liabilities;



B) Second, to payment of a reserve fund for contingent liabilities to the extent deemed reasonable by the Manager or the Liquidating Trustee;

C) Third, to the Class A Members in an amount equal to their respective Preferred Returns (less distributions under Section 4.4 attributable to allocations of profit under Section 4.1.B), in proportion to their respective Preferred Returns, until all Preferred Returns have been paid in full; and

D) Fourth, to the Members in accordance with the positive balance in their Capital Accounts, after giving effect to all contributions, distributions, and allocations for all periods.

Each Member shall look solely to the assets of the Company for all distributions with respect to the Company and his or its Capital Contribution thereto and share of profits, gains, and losses thereof and shall have no recourse therefor (upon dissolution or otherwise) against the Manager or any other Member. No Member shall have any right to demand or receive property other than cash upon dissolution and liquidation of the Company.

Section 9.4 Liquidating Trustee. In the event that the Company is dissolved and no Manager remains to wind up the Company, the remaining Class B Members, acting by the Consent of the Class B Members, shall appoint one of the Class B Members or any other Person of their choice to act as "Liquidating Trustee" in the liquidation of the Company, which Liquidating Trustee shall have the rights, duties and obligations granted under the provisions of Section 9.3.

ARTICLE X

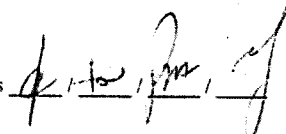
Indemnification & Limitation of Liability

Section 10.1 Company Liabilities. The debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and neither the Members nor the Manager, shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member of or acting as the Manager.

Section 10.2 No Personal Liability. To the fullest extent permitted by California statutory or decisional law, as amended or interpreted, neither the Manager nor a Member shall be personally liable to the Company or any of its Members for money damages or otherwise except for acts (i) of gross negligence or willful misconduct; (ii) constituting reckless disregard for the best interests of the Company; or (iii) that are criminal. No amendment to or modification of this Agreement shall limit or eliminate the benefits provided to the Manager and Members under this Section 10.2 with respect to any act or omission which occurred prior to such amendment or modification. Notwithstanding anything to the contrary contained herein, it is expressly acknowledged and agreed that this limitation of liability shall not grant Members or the Manager indemnification for legal and other expenses that such Member or the Manager may incur with respect to any dispute not directly related to such Member's or Manager's actions in his or her capacity as the "Manager" or a "Member" of the Company.

Section 10.3 Indemnification of Manager. The Company (but not any Member) shall, to the fullest extent permitted by California law, indemnify and hold harmless the Manager, and its officers, employees, and Affiliates, for any threatened, pending or completed action, suit, proceeding, loss, damage, liability, cost or expense (including reasonable attorney's fees), arising out of any act or failure to act by such Person if such act or failure to act is in good faith and in a manner reasonably believed by such Person to be within the scope of the authority granted to the Manager under this Agreement and is not attributable to willful misconduct, gross negligence, recklessness or a criminal activity. Any indemnity shall include the additional amount of any federal and state taxes for which such Person is liable as a result of receiving the indemnification amount. Any indemnity under this Section 10.3 shall be paid from, and only to the extent of, assets of the Company and no Member shall have any personal liability on account thereof.

Section 10.4 Insurance. The Company may obtain and maintain insurance as deemed necessary and required by the Manager. Such insurance, if obtained, shall be reviewed annually and shall be increased as appropriate. To the extent possible, the Company may obtain appropriate insurance to cover the actions of the



Manager, and if such insurance is not available, may seek to obtain a fidelity bond or similar bonds for such individuals to protect the Company from any wrongdoing or misconduct by the Manager as is reasonable and appropriate.

ARTICLE XI

Accounting

Section 11.1 Books and Records. At all times during the existence of the Company, the Manager shall keep or cause to be kept true and full books and records showing all receipts and expenditures, assets and liabilities, income and losses and all other records necessary for recording the Company's allocations and distributions provided for in Article IV. The Manager shall maintain such books and records at all times at the principal office of the Company in California, where they shall be available during regular business hours and upon reasonable prior notice for inspection, examination, and copying of Financial Statements by all Members or by their duly authorized representatives.

Section 11.2 Reports. The Manager shall cause to be prepared and delivered to each Class A Member, and shall further cause the Company to file as and when required, the following:

A) Within ninety (90) days after the expiration of each Fiscal Year of the Company, audited financial statements showing the taxable income and expenses of the Company, the balance sheet thereof, related statements of income and Members' capital and cash distributions, a statement of each Member's share of the Company's taxable income or loss, and all other information necessary for the preparation by each Member of his or its federal income tax return as to the Company's income, gain, losses, deductions and credits and the allocations thereof to each Member, including Form K-1.

B) Within thirty (30) days after the end of each semi-annual period, the unaudited financial statements of the Company, including a balance sheet as of the end of the quarter and statements of income and cash flows for such semi-annual period.

C) All periodic reports, returns or statements required to be distributed to the Members by any federal, state, or local governmental agency having jurisdiction over the Company.

D) Within thirty (30) days after the end of each calendar quarter, an executive summary of all transactions effected by the Company during such quarter and any material information relating to prior investments.

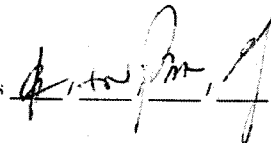
Section 11.3 Bank Accounts. All funds of the Company shall be deposited in such high-quality, federally insured, checking or savings accounts or time certificates as shall be designated from time to time by the Manager.

Section 11.4 Accounting Decisions and Tax Elections. All decisions as to accounting principles and tax elections required or permitted to be made by the Company under the Code or otherwise shall be made by the Manager in its sole and absolute discretion.

Section 11.5 Tax Matters.

A) Tax Elections. The Manager shall, without any further consent of the Members being required (except as specifically required herein), make any and all elections for federal, state, local, and foreign tax purposes including, without limitation, any election, if permitted by applicable law and is specifically authorized to act as the "Tax Matters Member" under the Code and in any similar capacity under state or local law; provided, however, that in no event shall the Manager make an election for the Company to be treated as an association taxable as a corporation for federal income tax purposes without the unanimous written consent of the Members.

B) Tax Information. Necessary tax information shall be delivered to each Member as soon as practicable after the end of each Fiscal Year of the Company but not later than five (5) months after the end of each Fiscal Year.



ARTICLE XII

Miscellaneous Provisions

Section 12.1 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if mailed by first class mail, postage prepaid, or transmitted via email to the Manager on behalf of the Company at the street or email address of the Company and to the street or email address of each Member as set forth in the records of the Company. Any such notice shall be deemed received by the Member three (3) days after the notice is postmarked if sent by first class mail, or upon transmission if sent by email. Any Member may change his or its street or email address by giving notice, in writing, stating his or its new street or email address to the Secretary of the Company, and the Manager may change their street or email address by giving such notice to all Members.

Section 12.2 Amendment.

A) This Agreement may be amended by the Manager without the consent or approval of the Members:

(i) To preserve the legal status of the Company as a limited liability company under applicable state or federal laws, if such amendment does not adversely affect the interests of the Members and is necessary or appropriate in the opinion of counsel;

(ii) To satisfy the requirements of the Code and regulations thereunder with respect to limited liability companies and/or of any federal or state securities laws or regulations, if such amendment does not adversely affect the interests of the Members and is necessary or appropriate in the opinion of counsel, and any such amendment under this clause (ii) to be effective as of the date of this Agreement;

(iii) To provide for the admission of additional Members and the respective rights, benefits, and obligations of such Members in the Company consistent with the provisions of this Agreement;

(iv) To reflect any Transfer of a Member's LLC Interest, on the terms provided herein; and

(v) Upon advice of the Accountants and counsel for the Company, to amend Article IV and to restate the Capital Accounts of the Members to comply with the Treasury Regulations promulgated under the Code relating to the allocations of profits and losses among partners and the administrative and judicial interpretations thereof, provided, however, that no amendment shall be made pursuant to this subsection which would cause a material adverse change in the economic benefits to the Members without the Consent of the Class A Members.

B) This Agreement may not be amended by the Manager without Consent of the Class A Members to:

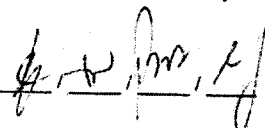
(i) make any change prohibited by Section 6.4; or

(ii) amend this Section 12.2B.

C) Except as expressly provided herein, this Agreement may only be amended or modified with the Consent of the Class B Members.

Section 12.3 Successors and Assigns. All of the terms and conditions of this Agreement shall be binding upon the successors and assigns of the Members, but shall not inure to the benefit of the successors or assigns of the Members except as otherwise expressly provided in this Agreement.

Section 12.4 Waiver of Certain Rights. Each Member, on behalf of himself or itself and his or its successors, representatives, heirs, and assigns hereby waives and releases each and all of the following rights that he or it have or may have, if any, by virtue of holding a LLC Interest in the Company: (i) any right of partition or any



right to take any other action which otherwise might be available to such Person for the purpose of severing his or its relationship with the Company or such Person's interest in the assets held by the Company from the interest of the other Members; (ii) any right to valuation and payment of the LLC Interest of any Member; and (iii) any right to petition a court for judicial dissolution of the Company.

Section 12.5 Securities Laws Restrictions. The LLC Interests described in this Agreement have not been registered under the Securities Act of 1933, as amended (the "1933 Act") or under the securities laws of the States in which the LLC Interests have been offered and sold or any other jurisdiction (the "State Acts"). Consequently, these LLC Interests may not be sold, transferred, assigned, pledged, hypothecated or otherwise disposed of, except in accordance with the provisions of the 1933 Act, the State Acts, and this Agreement.

Section 12.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

Section 12.7 Captions. Captions to and headings of the articles, sections and subsections, paragraphs or subparagraphs of this Agreement are inserted solely for the convenience of the parties, are not a part of this Agreement, and in no way define, limit, extend or describe the scope or the intent of any of the provisions.

Section 12.8 Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. There are no representations, agreements, or understandings, oral or written, express or implied, between the parties relating to the subject matter of this Agreement which are not expressed herein, nor does any party, agent or employee have any authority to make any representations or agreements to vary, alter, amend, or modify the terms.

Section 12.9 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to conflicts of laws.

Section 12.10 Severability. The provisions of this Agreement are separate and divisible. In the event that any provisions of this Agreement shall be held invalid, the remaining provisions shall be construed and shall be valid as if the invalid provisions were not a part.

Section 12.11 Application of Subchapter K. No election shall be made by the Company, or the Members for the Company to be excluded from the application of the provisions of Subchapter K of the Code, or from any similar provisions of State and foreign tax laws, which relate to the taxation of partnerships.

Section 12.12 Waiver of Partition. Each Member (and its, his or her representatives, successors and assigns) hereby irrevocably waives any and all right to maintain any actions for partition or to compel any sale with respect to any assets or properties of the Company.

Section 12.13 Arbitration. Every dispute arising among the parties hereunder shall be solely and finally settled by an arbitration conducted in any location within the State of California, depending on the location of the party filing the dispute, in accordance with the commercial arbitration rules of the American Arbitration Association (the "AAA") then in force (the "Rules"). The party or parties requesting arbitration (the "Petitioner(s)") shall serve upon the other party or parties (the "Respondent(s)") a written demand for arbitration stating what the Petitioner(s) contends is the substance of the controversy, dispute or claim, the contention of the Petitioner(s) requesting arbitration. The parties shall cooperate in good faith to appoint an arbitrator mutually agreeable to the parties. In the event that the parties are unable to agree to a mutually acceptable arbitrator within thirty (30) business days, the Petitioner shall apply to the AAA for appointment of an arbitrator in accordance with the provisions of the Rules. The decision or award agreed to by the arbitrator shall be final and binding upon the parties. The parties shall abide by all awards and decisions rendered in the arbitration proceedings, and all such awards and decisions may be enforced and executed upon in any court having jurisdiction over the parties against whom enforcement of such award is sought. After the conduct of any arbitration pursuant to the provisions hereof, the arbitrators shall determine what amount of the administrative charges, arbitrator's fees, and related expenses of such arbitration each of the parties shall pay. If the arbitrators fail so to determine, the Petitioner(s) and Respondent(s) shall each pay half of such charges, fees and expenses. In all cases, each party shall pay its own legal fees incurred in connection with


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any such arbitration. The parties can mutually agree to waive this Section 12.13 in the event that they are able to agree in good faith upon an acceptable alternative mediation or arbitration forum.

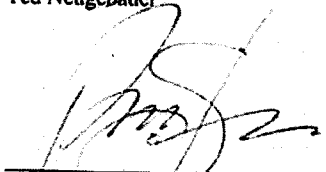
**SIGNATURE PAGE TO
DPW I, LLC
OPERATING AGREEMENT**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

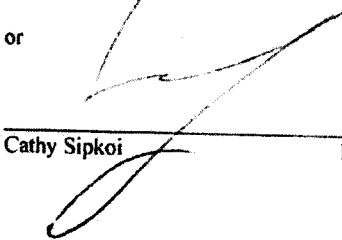
CLASS B MEMBERS

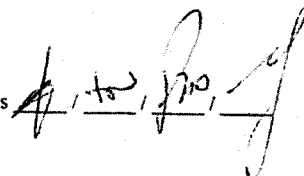

Rick Neugebauer _____ Date 11/21/17


Ted Neugebauer _____ Date 11/21/17


Rick Sipkoi _____ Date 11/30/17

or


Cathy Sipkoi _____ Date 11/21/17



GENERAL DEFINITIONS

The following terms used in this Agreement shall, unless otherwise noted or unless the context otherwise requires, have the following meanings:

1933 Act: shall have the meaning provided in Section 12.5.

AAA: shall have the meaning provided in Section 12.13.

Accountants: such firm of independent certified public accountants as may be selected and engaged by the Manager from time to time.

Adjusted Capital Balance: with respect to any Class A Member as of any day, the portion of such Class A Member's Capital Contribution then actually paid into the Company in cash with respect to such Class A Member's Class A Units, less any amount distributed to such Class A Member pursuant to Sections 4.4.C and 9.3. If any Class A Member transfers all or any portion of his/her/its Class A Units in accordance with the terms of this Agreement, his/her/its transferee shall succeed to the Adjusted Capital Balance of the transferor, in proportion to the interest transferred.

Affiliate(s): with respect to any Member or Manager, a Person who directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with that Member or Manager. The term "control" as used herein (including the terms "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to: (a) vote ten percent (10%) or more of the outstanding voting securities of a Member or a Manager or such Person; or (b) otherwise direct the management policies of a Member or a Manager or such Person by contract or otherwise.

Agreement: this Operating Agreement, as amended from time to time. Words such as "herein," "hereof," "hereby," and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

Articles: the Articles of Organization of the Company as filed with the State California, as such articles may be amended from time to time.

Bankruptcy: With respect to any Member:

(i) the commencement of a proceeding in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code (as now or in the future amended) or an admission seeking the relief therein provided;

(ii) an assignment for the benefit of creditors;

(iii) consenting to the appointment of a receiver for all or a substantial part of its property;

(iv) being adjudicated bankrupt or insolvent;

(v) the entry of a court order appointing a receiver or trustee for all or a substantial part of its property without its consent; or

(vi) the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of its property.

Bona Fide Offer: means an offer which is (a) in writing, (b) from a person who is neither an Interest Holder nor an Affiliate of an Interest Holder, and (c) from a person or entity that has the financial wherewithal to consummate the purchase.

Bona Fide Purchaser: shall have the meaning provided in Section 7.2E.

Capital Account: shall mean with respect to any Member (i) the amount of money contributed by it to the Company, (ii) the fair market value of property contributed by it to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code) and (iii) allocations to it of Company income and gain (or items thereof), and decreased by (iv) the amount of money distributed to it by the Company, (v) the fair market value of property distributed to it by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), (vi) all allocations to it of expenditures of the Company described in Section 705(a)(2)(B) of the Code, and (vii) allocations of Company loss and deduction (or item thereof), subject to such other adjustments required by Treas. Reg. Section 1.704-1(b)(4) (or any corresponding successor provisions). The Capital Accounts of the Members, as of the date of this Agreement, as agreed by the members, are set forth on Schedule A. Upon the determination by the Manager, the Capital Accounts of the Members may be restated to their fair market values in connection with the admission of an Additional Member. In all events, such Capital Account shall be maintained in accordance with the Treasury Regulations promulgated under Section 704(b) of the Code.

Capital Commitment: shall have the meaning provided in Section 3.2A.

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Capital Contribution: shall mean the amount of cash and the fair market value of assets (as of the date of contribution), net of any liabilities, contributed to the Company by each Member. Any reference in this Agreement to the Capital Contribution of a then Member. Permitted Transferee or successor-in-interest to an LLC Interest shall include a Capital Contribution previously made by any prior Member with respect to the LLC Interest of such then Member.

Cash Flow: shall mean the gross cash proceeds of the Company (other than Capital Contributions or proceeds from the winding up of the Company) less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Manager of the Company in its sole discretion. "Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

Class A Member: those Persons holding Class A Units as set forth on Schedule A attached hereto.

Class A Member Percentage: the percentage indicated for a Class A Member on Schedule A attached hereto, as amended from time to time, which percentage is determined with respect to a Class A Member by dividing such Class A Member's Class A Units by the total number of issued and outstanding Class A Units.

Class A Units: those Units of the Company which entitle the holder thereof to a Preferred Return, special liquidation and distribution rights, the right to approve certain transactions, and any other rights set forth in this Agreement, except to the extent specifically provided otherwise in this Agreement. The Class A Units shall not entitle the holders thereof to right to vote on any matter before the Members of the Company.

Class B Member: those Persons holding Class B Units as set forth on Schedule A attached hereto.

Class B Member Percentage: the percentage indicated for a Class B Member on Schedule A attached hereto, as amended from time to time, which percentage is determined with respect to a Class B Member by dividing such Class B Member's Class B Units by the total number of issued and outstanding Class B Units.

Class B Units: those Units of the Company which entitle the holder thereof to the right to vote on any matter before the Members of the Company, except to the extent specifically provided otherwise in this Agreement, and any other rights set forth in this Agreement.

Code: the Internal Revenue Code of 1986, as amended. Any references in this Agreement to sections of the Code are intended to include such sections as they may be amended from time to time and any corresponding provision or provisions of succeeding law.

Company: means DPW I, LLC, a California limited liability company, which was formed pursuant to the Articles for the purposes stated herein.

Consent of the Class A Members: means the affirmative vote of those Members holding greater than sixty-five percent (65%) of the issued and outstanding Class A Units of the Company.

Consent of the Class B Members: means the affirmative vote of those Members holding greater than sixty-five percent (65%) of the issued and outstanding Class B Units of the Company.

Definitive Agreement: shall have the meaning provided in Section 7.3.

Exhibit "A": Operating Agreement for "operating LLC" entity to be formed upon financing.

Fiscal Year: means (i) the period commencing on the Effective Date and ending on December 31, XXXX (ii) any subsequent twelve-month period commencing on January 1 and ending on December 31, or (iii) any portion of the period described in clauses (i) or (ii) for which the Company is required to allocate profits, losses and other items of Company income, gain, loss or deduction pursuant to this Agreement.

Initial Closing Date: the date the Company initially accepts subscriptions for Class A Units and initially receives a Capital Contribution from a Class A Member.

Interest Holder: the holder of an LLC Interest.

Liquidating Trustee: shall have the meaning provided in Section 9.4.

LLC Interest: the ownership interest (in Units) of a Class A Member or Class B Member or his, her or its successor in the Company at any particular time, including the Member's share of the profits and losses of the Company, the right to receive distributions from the Company, the right to vote on and approve actions and decisions granted under this Agreement, and the right to any and all other benefits to which such Class A or Class B Member may be entitled as provided in this Agreement, together with the obligations of such Class A and Class B Member to comply with all of the terms and provisions of this Agreement.

Management Fee: shall have the meaning provided in Section 8.3.

Manager: means Rick Neugebauer or another Person elected as the Manager in accordance with Section

6.2.

Manager-Related Investors: shall have the meaning provided in Section 3.2A.

Manager-Related Investors Commitment: shall have the meaning provided in Section 3.2A

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Maximum Offering Amount: shall have the meaning provided in Section 3.2A.

Member: a Class A Member or Class B Member.

Members: collectively, the Class A Members and the Class B Member.

Member Percentage: the percentage indicated for a Member (of any class) on Schedule A attached hereto, as amended from time to time, which percentage is determined with respect to a Member by dividing such Member's Class A or Class B Units, as the case may be, by the total number of issued and outstanding Class A or Class B Units, as the case may be.

Notice of Sale: shall have the meaning provided in Section 7.2. Offering: shall have the meaning provided in Section 32.A.

Option: shall have the meaning provided in Section 7.2A.

Option Period: shall have the meaning provided in Section 7.2B. Optionees: shall have the meaning provided in Section 7.2.

Outside Commitment Date: shall have the meaning provided in Section 3.2A.

Permitted Transferee: means (1) any spouse or lineal descendant of a Member, provided that at the time of transfer, such lineal descendant is of the age of majority. (2) a trust for the benefit of a spouse or lineal descendant of a Member, and (3) any corporation, partnership, limited liability company, or other entity at least 51% of the voting interest of which is owned by a Member; provided, however, that any such person (or entity) shall not be considered a Permitted Transferee unless that person (or entity) shall execute a supplement to this Agreement to the effect that such person (or entity) and any Units transferred to that person (or entity) shall thereafter be subject to all of the terms and conditions of this Agreement.

Person: any individual, general partnership, limited partnership, corporation, joint venture, trust, business trust, limited liability company, cooperative or association, and the successors and assigns of any of the foregoing where the context so requires or permits; and, unless the context otherwise requires, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter and vice versa.

Petitioner(s): shall have the meaning provided in Section 12.13.

Preferred Return: an amount equal to an eight percent (8%) simple annual return on a Class A Member's Capital Contribution (pro-rated for any partial year based on a three hundred sixty-five (365) day year). The Preferred Return shall be cumulative, shall accrue whether or not earned or declared, and is payable only out of Cash Flow at such time or times as are determined by the Manager, in its sole discretion. The Manager shall have no personal liability for the payment of the Preferred Return. Preferred Returns shall start accruing 12/5/2017.

Remaining Members: shall have the meaning provided in Sections 7.2C and Section 7.3, respectively.

Respondent(s): shall have the meaning provided in Section 12.13. Rules: shall have the meaning provided in Section 12.13.

Sale Event: (i) the sale of greater than fifty percent (50%) of the total Units held by the Members in one or a series of related transactions; (ii) the merger or consolidation of the Company with or into any other entity; or (iii) the sale of all or substantially all of the assets of the Company.

SDAT: shall have the meaning provided in Section 2.2.

Second Option: shall have the meaning provided in Section 7.2C.

Second Option Period: shall have the meaning provided in Section 7.2C.

Selling Member: shall have the meaning provided in Section 7.2.

State Acts: shall have the meaning provided in Section 12.5.

Subscription Documents: the documents and agreements by which the Class A Members subscribed for the purchase of the Class A Units.

Tax Matters Member: shall have the meaning provided in Section 11.5A.

Termination Date: shall have the meaning provided in Section 9.1A.

Transaction Fee: shall have the meaning provided in Section 8.3.

Transfer: as a noun, any voluntary or involuntary sale, assignment, transfer, pledge, hypothecation, exchange or other disposition of an LLC Interest by any means whatsoever, directly or indirectly, whether by operation of law or otherwise; and as a verb, any action or actions taken by or on behalf of a Member which result in such sale, assignment, transfer, pledge, hypothecation, exchange or other disposition of an LLC Interest.

Treasury Regulations: the income tax regulations promulgated under the Code. Any references in this Agreement to Treasury Regulations are intended to refer to such regulations and to such regulations as they may be amended and to any corresponding provision or provisions of succeeding law.

Unit Price: shall have the meaning provided in Section 3.2A.

Units: that number of units representing an LLC Interest set forth after a Member's name on Schedule A hereto, as amended from time to time, which shall not be affected by any increases or decreases in such Member's

Capital Account, and which shall be subject to the rights and obligations set forth in this Agreement. By the execution of this Agreement, the Members hereby authorize the issuance of five (5) Class A Units, and One Hundred (100) Class B Units.

A, B, C, D, E, F