

**Cease and Desist Agreement Concerning Short-Term Rental of
430 Pratt Avenue, St. Helena, California, In Violation of the City's
Short-Term Rentals and Transit Occupancy Tax Ordinances**

Naomi Glass, Glass-Moore Investments, Inc., and Glass-Moore Family Credit Trust hereby agree as follows with respect to the property located at 430 Pratt Avenue, St. Helena, California ("Property"):

A. Naomi Glass, Glass-Moore Investments, Inc., and Glass-Moore Family Credit Trust shall immediately, fully and completely:

- Cease and terminate the use and/or provision of the Property for short term rental or transient occupancy purposes, as those terms are used in St. Helena Municipal Code ("SHMC") chapters 17.134 ("STR") and 3.28 ("TOT");
- Cease and terminate any and all arrangements of any kind with any persons for the short term rental of the Property by means of a "sham lease" of 30 days or more, or similar contrivance, for the purpose of avoiding compliance with the City's STR and TOT ordinances (SHMC chapters 17.134 and 3.28) ("Sham Lease");
- Terminate and cease any and all short term rentals of the Property, including without limitation all rentals involving a Sham Lease;
- Cancel and terminate any and all reservations for any person, persons or entity to use the Property for short term rental or transient occupancy purposes, including without limitation all reservations involving a Sham Lease. This provision shall include, and shall require Naomi Glass, Glass-Moore Investments, Inc., and Glass-Moore Family Credit Trust, to immediately cancel, without limitation, any and all reservations made on the assumption by Naomi Glass, Glass-Moore Investments, Inc., and Glass-Moore Family Credit Trust or any third party and/or guest that compensation of any kind would be charged and/or paid for short term use or transient occupancy of the Property. This provision shall further require Naomi Glass, Glass-Moore Investments, Inc., and Glass-Moore Family Credit Trust, without limitation, to immediately notify any and all such third parties and/or guests that their reservations have been cancelled and terminated, and that such third parties and/or guests may not use, occupy or otherwise stay at the Property for a period in violation of the STR;
- Cease and terminate the advertisement or listing or publishing of the Property as available for short term rental or transient occupancy purposes, and shall immediately terminate, discontinue and cancel, and shall not renew, any such advertisement, listing and/or publication. This provision shall include, without limitation, the advertisements included on Exhibit A, and on or by any other electronic or printed medium.
- Preserve and provide the City all documents, writings, written, recorded, and electronically stored information, and prevent the intentional or accidental deletion or

spoliation of any documents that relate to the alleged violations of the STR and TOT Ordinances with regard to the Property, including, without limitation, the following records dated from May 2012 to the present:

1. All leases and rental agreements for the Property, including without limitation agreements purporting to state rental periods equal to or greater than 30 days;
2. The guest names, dates of arrival, dates of departure, and rates charged for rental of the Property;
3. All documents relating to revenues, "real estate consultation fees," or compensation of any kind received from the Property, including general ledgers, books of account, and financial statements.
4. All correspondence of any kind, including without limitation all e-mails, texts and other written and/or electronic communications, concerning any rental of the Property from May 2012 to the present;
5. All records of advertisements for the transient use of the Property with any website or online social media, such as VRBO, Airbnb, Home Away and/or other similar entity;
6. All records of advertisements for the transient use of the Property with any newspaper or other periodical;
7. All bank and financial records showing rent, payment, deposit, fee or other compensation of any kind received for the transient use of the Property;
8. All records concerning in any way the transient use of the Property;
9. All records concerning any and all reservations for the transient use of the Property;
10. All records concerning in any way any and all payments or deposits for the transient use of the Property;
11. Rental, user or other agreement for the transient use or occupancy of the Property;
12. Rules for the transient use or occupancy of the Property by any person or persons;
13. Reviews and/or feedback of any kind from any person or persons who paid rent, fees or other compensation of any kind for the transient use or occupancy of the Property.

B. The City shall be entitled to enforce this agreement by all available legal and equitable means, including without limitation specific performance and injunctive relief.

C. Nothing herein is intended to be or may be used as an admission of liability under or violation of the STR, TOT or any other ordinance, law or regulation, either express or implied. No party is waiving any rights to contest any alleged violation of the STR, TOT or any other ordinance, law or regulation, and is not waiving any right to a hearing or appeal with regard to any alleged violation. By providing documents in response to this agreement, no party is waiving any right to object to the admission of such documents in any future proceeding.

DATED: 2/3/17

Naomi Glass
NAOMI GLASS

DATED: 2/3/17

GLASS-MOORE INVESTMENTS, INC.

By: Naomi Glass President
[Name]
Trustee

DATED: 2/3/17

GLASS-MOORE FAMILY CREDIT TRUST

By: Naomi Glass
[Name]
Trustee

DATED: 2/8/17

BURKE, WILLIAMS & SORENSEN, LLP

By: Thomas B. Brown
Thomas B. Brown
City Attorney
City of St. Helena

DATED: 2/8/17

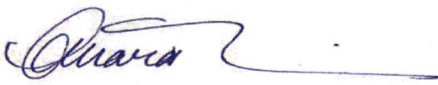
CITY OF ST. HELENA

By: Larry Pennell
Larry Pennell,
Interim City Manager

REVIEWED / APPROVED AS TO FORM:

DATED: _____

WENDEL ROSEN BLACK & DEAN LLP

By:  _____

Amara Morrison
As Attorney for Naomi Glass, Glass-
Moore Investments, Inc., and Glass-Moore
Family Credit Trust