AGREEMENT

THIS AGREEMENT made this 15th day of MAY, 1962, between CITY OF ST. HELENA, a municipal corporation, hereinafter called "CITY", and LEWIS CARPENTER, hereinafter called "CARPENTER",

WITNESSETH:

WHEREAS, CITY under a permit issued to it by the State of California, Division of Water Resources, stores water in Bell Canyon (a copy of which said permit is attached herein marked Exhibit "A" and made a part hereof by this reference), and

WHEREAS, CARPENTER is the owner of certain real property described in Exhibit "B" (attached and made a part hereof by this reference), and

WHEREAS, CARPENTER has a permit from the State of California, Division of Water Resources, to appropriate certain waters of Bell Creek (a copy of which said permit is attached, marked Exhibit "C" and made a part hereof by this reference), and which provides for .96 cubic feet per second during period April 15 to November 15 each year, and

WHEREAS, CARPENTER is desirous of having CITY store for CARPENTER certain of the waters to which he is entitled under his appropriative right,

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. CITY shall install a water service connection and meter on the main Bell Canyon transmission line at a point on the property mutually agreed/between the parties, and CARPENTER shall, in advance of such installation, pay to CITY the city engineer's estimated cost of such installation. If the cost of such installation, as determined by CITY in its sole discretion, shall exceed the estimate, CARPENTER shall forthwith pay the excess amount to CITY, and if the said cost so determined shall be less than the estimate, CITY shall forthwith refund to CARPENTER
the over-payment.

2. CITY shall store for CARPENTER annually in Bell Canyon Dam the water to which CARPENTER is entitled annually under his said permit less a deduction for water passing over the spillway or seeping from the toe of the dam, which said deductions shall be determined by the city engineer in his sole discretion.

3. CARPENTER shall pay to CITY as billed for any water used through said water service connection in excess of the amounts stored by CITY for CARPENTER, pursuant to this Agreement. The rate charged for such excess shall be the usual rate charged by CITY to other similar users.

4. Any water so stored by CITY for CARPENTER which is not used by CARPENTER and is still in the dam on November 15 each year shall belong to CITY, and CARPENTER shall have no further rights therein.

5. All measurements made by CITY and approved by the city engineer which are necessary to make determinations to carry out this Agreement shall be final and conclusive of the rights hereunder.

6. This Agreement and all rights and obligations hereunder may be terminated by either party as of each anniversary date hereof by written notice to the other given thirty days or more prior to the termination date, and thereafter CITY may remove said water service connection and shall have no further obligations hereunder to sell or deliver water to CARPENTER pursuant to this Agreement or otherwise, except that CARPENTER shall retain whatever appropriative rights he has under his said permit attached.

7. In the event any third party shall assert and establish appropriative or riparian rights in Bell Creek or tributaries thereto which would make it impossible for CITY to comply with the provisions hereof, CITY may upon thirty days' written notice terminate this Agreement and CITY shall have the same rights upon such termination as set forth in Paragraph 6.
8. This Agreement cannot be assigned by CARPENTER in whole or in part voluntarily or by operation of law without the prior written consent of CITY and shall be an agreement personal to CARPENTER and shall not run with his land or any part thereof or benefit his heirs, administrators, executors and assigns without such prior written consent.

9. The purposes for which CARPENTER may use water from such connection are limited to irrigation.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

CITY OF ST. HELENA, a municipal corporation

By [Signature]
Mayor of the City of St. Helena

ATTEST: [Signature]
City Clerk

Approved as to form:

Robert H. Zeller, City Attorney
"CITY"

[Signature]
Lewis Carpenter
"CARPENTER"