EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City Clerk
City of St. Helena
1480 Main Street
St. Helena, CA 94574

AGREEMENT
FOR PRIVATE FIRE SERVICE

APN- 027 160 045 & 046

THIS AGREEMENT, entered into on June 15, 2005, between David Del Dotto, owner, APN 027 160 045 & 046, the CITY OF ST. HELENA WATER ENTERPRISE, a California public utility ("ENTERPRISE"), and provides as follows:

RECITALS

A. In compliance with Napa County Fire Code Standards pursuant to Article 9 of the 1998 California Fire Code APN 027 160 045 & 046 at 1291 West Zinfandel Lane, St. Helena, CA 94574 as more particularly described in Exhibit A, OWNER is required to provide automatic fire sprinkler protection for the new Winery and related buildings (the SITE).

B. St. Helena Municipal Code Section 13.04.200 allows the connection of a private fire service outside the City limits to ENTERPRISE’s water distribution system, provided that all conditions of section 13.04.200 are complied with.

C. ENTERPRISE and OWNER desire to enter into the Agreement to permit the extension of a private fire service from the ENTERPRISE’s existing water transmission main adjacent to SITE along State Highway 29.

D. The City Council has directed staff to draft this Agreement pursuant to the terms and conditions set forth below.
NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. ENTERPRISE shall allow one (1) connection to the existing aforementioned water transmission main for the purpose of the installation of a fire hydrant and an automatic fire protection system located on the SITE described in Exhibit A, with the exact location and installation details of the connection to ENTERPRISE's water main to supply the fire protection system to conform to City of St. Helena Standards and be approved by the City of St. Helena Director of Public Works, the Napa County Fire Chief and Napa county Building Official.

2. OWNER shall prepare and submit for approval plans and specifications for the fire service from ENTERPRISE's water transmission main to the valve outlet flange of the required four-inch minimum diameter double detector check valve assembly and bypass meter acceptable to the City of St. Helena Director of Public Works and Napa County Building Official.

3. Following receipt of both approvals required under 2. above, OWNER shall give ENTERPRISE seventy-two (72) hours notice prior to each construction inspection and test for the fire service and fire protection system and submit the results of all such inspections and tests to ENTERPRISE.

4. A final inspection and hydrostatic pressure test of the fire protection system shall be performed and satisfactorily passed prior to ENTERPRISE’s activating the service.

5. OWNER shall perform a second hydrostatic pressure test one (1) year after the original test and submit the results to ENTERPRISE.

6. OWNER shall maintain the fire protection system in accordance with the most current applicable version of the California Building and Fire Code and allow inspections by ENTERPRISE.

7. ENTERPRISE shall maintain the common hydrant.

8. The private fire service shall only be used by authorized firefighting personnel, City of St. Helena personnel and such other persons granted specific permission to do so by ENTERPRISE. Said fire service shall be used by those persons only for fire suppression, testing of the fire protection system, fire drills, and flushing and cleaning of water
distribution mains. No other connection to, extension of or use of ENTERPRISE's water system is approved or implied by this limited Agreement.

9. The fire protection system shall be privately owned and maintained by OWNER and OWNER shall be responsible for maintenance of the system in its entirety from the point at which it connects to the aforementioned valve outlet flange of the double detector check valve and bypass meter assembly.

10. OWNER shall pay the full cost of the construction and installation of the fire protection system including, testing and the cost of connecting to the ENTERPRISE’s existing water main. OWNER shall pay ENTERPRISE for all Attorney, Planner and ENTERPRISE staff time incurred in connection with this Agreement at the City's normal rates.

11. OWNER shall pay the ENTERPRISE a one-time water impact fee at the applicable industrial rate set forth in St. Helena Municipal Code Section 3.32.070.b

12. OWNER shall pay the applicable monthly charge, which may be paid annually in advance, for private fire service as established by St. Helena Municipal Code Section 3.32.070.e

13. OWNER shall pay for any ENTERPRISE water used for fire suppression or other approved uses on the OWNER’s property based on bypass water meter readings, at the rate set forth in St. Helena Municipal Code.

14. In the event of a leak as indicated by the bypass meter, ENTERPRISE shall have the authority to discontinue service, with notice to the County Fire Chief, until adequate repairs are made. OWNER shall be responsible for payment of the water lost through any leak, as determined by water meter readings. In the event of breach of this Agreement by OWNER, ENTERPRISE shall have the authority, with notice to the Napa County Fire Chief, to terminate this Agreement.

15. This Agreement incorporates herein by reference the provisions of Chapter 13.08 and 13.12 of the St. Helena Municipal Code relating to water and OWNER agrees to comply with the terms thereof.

16. OWNER releases and agrees to hold ENTERPRISE harmless from any liability or claims that may arise by reason of ENTERPRISE’s provision or failure to provide water pursuant to this Agreement.

17. This Agreement shall be binding on the parties hereto and all successors in interest, and shall run with the land.
18. In the event of any legal action arising out of this Agreement, the prevailing party shall be entitled to reasonable costs of suit and attorney's fees.

Executed the day and year first above written.

OWNER:

Dated: 1-31-07

By: [Signature]

ENTERPRISE:

City of St. Helena Water ENTERPRISE
A California public utility

Dated: 7-30-08

By: [Signature]
Bert Johansson
City Manager

APPROVED AS TO FORM:

[Signature]
Amy Lyman, City Attorney

ATTEST:

[Signature]
Della Gujiosa, City Clerk
State of California
County of ________

On 1-31-07 before me, L. Stewart, notary public (here insert name and title of the officer)

personally appeared David Beato

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature __________________________

(Seal)
State of California  
County of Napa

On July 30, 2008 before me, DELIA H. GUIJOSA, NOTARY PUBLIC,
Name, title of officer – e.g. – "Jane Doe, Notary Public"

personally appeared, Bert Johanson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature of Notary Public] (seal)

OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT

TITLE OR TYPE OF DOCUMENT: Agreement for Private Fire Service

DATE OF DOCUMENT: June 15, 2005 NUMBER OF PAGES

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER’S NAME ___________________________ SIGNER’S NAME ___________________________
Lot 3 and a portion of Lots 2 and 4 as shown on the map titled "Map of a Part of Carne Humana Rancho", filed December 4, 1868 in Book 1 of Maps at page 15 in the Office of the Napa County Recorder, commonly known as the Thompson Tract and more particularly described as follows:

Commencing at the most northerly corner of said Lot 3; thence along the northeasterly line of said Lot 3 and Lot 2 South 44°34'23" East 810.09 feet; thence South 45°20'25" West 555.59 feet; thence South 44°45' East 120.00 feet; thence South 45°20'25" West 142.00 feet to the southwestern line of the tract of land described in the deed to Steven E. Ziolkowski, recorded May 9, 1997 under Series No. 1997 010227 of Official Records, Napa County Records; thence along said southwestern line and the southwestern line of the tract of land described in the deed to Erickson Properties, Inc., a Nevada Corporation, recorded November 12, 1992 under Series No. 1992 038341 of Official Records, said Napa County Records North 44°45'00" West 928.99 feet to a ¾" iron pipe with tag L.S. 3801 on the northwest line of said Lot 4; thence along the northwest line of said Lot 4 and Lot 3 North 45°15'00" East 700.09 feet to the point of commencement.

Containing 13.38 acres of land.

The consolidation of underlying lots, parcels, or portions thereof as set forth in the above metes and bounds description, constitutes an expressed written statement of the Grantor, merging said underlying lots, parcels or portions thereof pursuant to Section 1093 of the California Civil Code.
CITY OF ST. HELENA

RESOLUTION NO. 2005-73

APPROVING A PRIVATE FIRE SERVICE AGREEMENT BETWEEN THE CITY OF ST. HELENA WATER ENTERPRISE AND MR. DAVID DEL DOTTO, OWNER, APN 027-160-045 & 046

RECITALS

The City Council of the City of St. Helena hereby resolves to approve the attached Private Fire Service Agreement between the City of St. Helena Water Enterprise and Mr. David Del Dotto, owner, APN 027-160-045 & 046, pursuant to City Code Section 13.04.200.

RESOLUTION

The Private Fire Service Agreement between the City of St. Helena Water Enterprise and Mr. David Del Dotto, owner, APN 027-160-045 & 046, is approved and hereby incorporated as part of this resolution.

Approved at a Regular Meeting of the St. Helena City Council on August 23, 2005 by the following vote:

AYES: Councilmembers Novak, Sklar, Schoch, Vice-Mayor Potter
NOES: None
ABSENT: Mayor Britton

APPROVED: Delia Guijosa, City Clerk

Joseph Potter, Vice-Mayor

Delia Guijosa, City Clerk