AGREEMENT FOR
PRIVATE FIRE SERVICE
LETICIA MORI KARTOZIAN AND SUZZETTE MORI TOMA
APN 027-120-040

THIS AGREEMENT, entered into on 7/27, 2001, between Leticia Mori Kartoziun and Suzette Mori Toma, collectively referred to as Owner, (Assessor's Parcel Number 027-120-040), the CITY OF ST. HELENA WATER ENTERPRISE, a California public utility (herein Enterprise), and provides as follows:

RECITALS

A. As a condition of the County of Napa Use permit 99077-UP issued for APN 027-120-040 on Inglewood Lane, the Owner is required to provide automatic fire sprinkler protection for the building in accordance with City of St. Helena standards.

B. City Code Section 18.21 allows the installation of a private fire service outside the City limits, provided the applicant complies with all conditions of Section 18.21.

C. The Enterprise and the Owner desire to enter into this private fire service agreement to permit the extension of a main from the existing twelve-inch connection to supply the fire protection system.

D. By resolution No. 01-04, the City Council has approved 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:

1
AGREEMENT

1. Enterprise shall allow a connection to the existing twelve-inch water main for the purpose of the installation of a fire hydrant and an automatic fire sprinkler system located on the property APN 027-120-040, with the exact location and installation of the extension of Enterprise's water main to supply the fire protection system to be approved by the Director of Public Works and the Napa County Fire Chief and Building Official.

2. Owner shall prepare plans for the extension of Enterprise's water main to the valve outlet flange of the double detector check assembly. The plans shall include the following specifications:

   a. Connection piping not to exceed four inches to the existing twelve-inch water main.
   b. Connection includes a Febco Model 856 or an Ames 300ss double check detector assembly with a Neptune Model T-10 bypass water meter.
   c. Comply with the following standards adopted by the City of St. Helena:

      1. Standard 100 (3 pages) - Water Main Construction Notes, 6/93
      2. Standard 101 – Fire Hydrant for common use at location determined by the Director of Public Works, 6/93
      3. Standard 108 - (2 pages) - Double Detector Check Valve Single and Double Service, 6/93
      4. Standard 114 - Concrete Anchor Blocks for Vertical Bends, 6/93
      5. Standard 115 - Concrete Thrust Blocking, 6/93

3. The Owner shall give the Enterprise 72 hours notice of all construction inspections and tests for the extension of Enterprise's water main, and mail the results of all such inspections and tests to the Enterprise.

4. A final inspection and hydrostatic pressure test of the underground fire main system shall be performed prior to activating the service.

5. The Owner shall perform a second hydrostatic pressure test one (1) year after the original test.

5. The Owner shall maintain the fire protection system and allow inspections in accordance with the most current applicable version of the California Building and Fire Code.

6. The Enterprise shall maintain the common hydrant.
7. The private fire service shall be used only for fire suppression, testing of the fire protection system, fire drills, and flushing and cleaning of mains, and only by authorized firefighting personnel, city personnel and such other persons as are granted specific permission to do so by the Enterprise. No other connection to or extension of the Enterprise's water system is approved or implied by this limited Agreement.

8. The fire protection system shall be privately owned and maintained by the Owner and the Owner shall be responsible for maintenance of the water line from the point at which it connects to the valve outlet flange of the double detector check assembly.

9. The Owner shall pay the full cost of the construction and installation of the fire protection system including the testing and the cost of connecting to the existing six-inch water main. The Owner shall pay the Enterprise for all Attorney, Planner and Enterprise staff time incurred in connection with this Agreement at the City's normal rates.

10. The Owner shall pay the Enterprise a one-time water impact fee at the applicable industrial rate set forth in City Code Section 22.7 (b).

11. The Owner shall pay the applicable monthly charge, which may be paid annually in advance, for private fire service as established by City Code 18.21.

12. The Owner shall pay for any Enterprise water used for fire suppression or other approved uses on the Owner's property based on water meter readings.

13. In the event of a leak as indicated by the bypass meter, the Enterprise shall have the authority to discontinue service, with concurrence by the County Fire Chief, until adequate repairs are made. The 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 the Owner, the Enterprise shall have the authority, with concurrence by the County Fire Chief, to terminate this Agreement.

14. This Agreement incorporates herein by reference the provisions of Chapter 18 of the City Code relating to water and the Owner agrees to comply with the terms thereof.

15. The Owner releases and agrees to hold the Enterprise harmless from any liability or claims that may arise by reason of the Enterprise's provision or failure to provide water pursuant to this Agreement.

16. This Agreement shall be binding on the parties hereto and all successors in interest, and shall run with the land.

17. 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: 7/27/01  By: Leticia Mori Kartozian
Leticia Mori Kartozian
an individual owner

Dated: 7/31/01  By: Suzette Mori Toma
Suzette Mori Toma
an individual owner

ENTERPRISE:

City of St. Helena Water Enterprise
A California public utility

Dated: 9-7-01  By: Bonnie Long
Bonnie Long
Its: City Manager

APPROVED AS TO FORM:    ATTEST:

Diane Price, City Attorney

Delia Guijosa, City Clerk
STATE OF CALIFORNIA  
)  
COUNTY OF NAPA  
) ss.

On Sept 7, 2001, before me, the undersigned, City Clerk of the City of St. Helena, personally appeared Bonnie Long, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 

Della Guijosa, City Clerk
STATE OF CALIFORNIA
COUNTY OF _Placer_}

On _7/27/01_, before me, __Rhonda Evans__,
personally appeared __Leahia Mari Kartozen (only)__, 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 _____________

Title of Document __Agreement private fire service__
Date of Document _7/27/01_ No. of Pages
Other signatures not acknowledged ____________________

RHONDA EVANS
Commission # 1167474
Notary Public - California
Placer County
My Comm. Expires Jan 3, 2002

(This area for official notarial seal)
ILLEGIBLE NOTARY SEAL DECLARATION  
(GC 27361.7 and CCP 2015.5)

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct." The notary seal on the document to which this statement is attached reads as follows:

Name of Notary  

Rhonda Evans

Date Commission Expires  

Jan 3, 2002

Commission Number  

1167474

Today's Date  

September 20, 2001

Signature of Declarant:  

Janet J Walker

Printed Name
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of NAPA } ss.

On July 21, 2021, before me, Marian Kildahl, Notary Public, personally appeared Susanne Toma.

Name(s) of Signer(s)

☐ personally known to me
☐ 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 of Notary Public

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: __________________________

Document Date: __________________________ Number of Pages: __________________________

Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer
Signer's Name: __________________________

☐ Individual
☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: __________________________

Signer Is Representing: __________________________
ILLEGIBLE NOTARY SEAL DECLARATION
(GC 27361.7 and CCP 2015.5)

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct." The notary seal on the document to which this statement is attached reads as follows:

Name of Notary Marian Elizabeth Linn Kildahl

Date Commission Expires August 11, 2004

Commission Number 1073463

Today's Date September 20, 2001

Janet J Walker
Signature of Declarant:

Janet J Walker
Printed Name
CITY OF ST. HELENA

RESOLUTION NO. 2001-126

APPROVING A PRIVATE FIRE SERVICE AGREEMENT BETWEEN THE CITY OF ST. HELENA WATER ENTERPRISE AND LETICIA MORI KARTOZIAN AND SUZZETTE MORI FOR INGLEWOOD VILLAGE (APN 027-120-040)

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 Leticia Mori Kartozian and Suzette Mori Toma (APN 027-120-040) pursuant to City Code Section 18.21.

RESOLUTION

The Private Fire Service Agreement between the City of St. Helena Water Enterprise and Leticia Mori Kartozian and Suzette Mori Toma (APN 027-120-040) is approved and hereby incorporated as part of this resolution.

Approved at a Regular Meeting of the St. Helena City Council on August 14, 2001, by the following vote:

Ayes: Councilmembers Savidge, Bowers, Toller, Mayor Slavens
Noes: None
Absent: Councilmember Potter
Abstain: None

APPROVED:

Ken Slavens, Mayor

ATTEST:

Delia Gujios, City Clerk

The foregoing instrument is a correct copy of the original on file in this office of City Clerk and Clerk of the St. Helena City Council, County of Napa, State of California.

Date 9-14-01