Assessor’s Parcel No. APN 027-120-040 and a portion of APN 027-120-050 to be merged by a Lot Line Adjustment Map to be recorded subsequent to approval of Use Permit # 99077-UP.

WATER AGREEMENT

THIS AGREEMENT, entered into on April 19, 2000, between the CITY OF ST. HELENA, a municipal corporation (herein “City”), and Leticia Mori Kartozián, an individual as her sole and separate property and Suzette Mori Toma, an individual as her sole and separate property, each as to fifty (50) percent (herein “Customer”), provides as follows:

RECITALS

A. Customer will be the owner of one parcel of real property (the Property) in the County of Napa (herein “County”), California, located outside the city limits, as more particularly described in Exhibit “A” attached hereto, and which will be created by a Lot Line Adjustment Map to be recorded by Customer upon approval of Use Permit application now pending with County. Said Use Permit # 99077-UP, will require, as a condition of approval, that Customer execute a water agreement with the City.

B. City, through the St. Helena Water Enterprise, has provided unlimited water service to the Property for many years. Water has been provided to the property for all historic uses of the property, including, but not limited to, automotive, agricultural and nursery uses.

C. City has an overburdened water system and is concerned about guaranteeing unlimited water to the Property in perpetuity for expansions of proposed uses.

D. The parties hereto wish to clarify their rights and obligations with respect to City water service to the property.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:
AGREEMENT

1. City agrees to and shall provide up to 538,740 gallons of water per water year (herein “Water Year”) to the Property (the Annual Limitation). The Annual Limitation shall become effective as of the first meter reading after the date of this Agreement and shall be prorated through the remainder of the current Water Year. As used herein, the term Water Year shall mean the twelve-month period between the City’s last water meter reading of a calendar year and the last water meter reading of the following calendar year. At present, City’s last meter reading in a calendar year is in mid-December; a Water Year will run from mid-December to the following mid-December.

2. Customer shall install at its expense, on all new construction and existing facilities, only low volume flush toilets and urinals, showerheads and faucets. All existing faucets and showerheads shall be equipped with flow restrictors. Any required retrofitting of the one existing facility shall be completed within one year after date of this Agreement if existing facility is not demolished prior to such time. Security of $500 per each toilet and urinal shall be deposited with the City upon execution of this Agreement, which sum City shall keep in an interest-bearing account and which sum, along with all allowed interest, City shall return to Customer upon proof of completion of any required retrofitting.

3. City water shall be used for the interior portions of the approved buildings and for domestic purposes only. City water shall in no event be used for landscape or nursery irrigation.

4. While water is furnished to Customer pursuant to this Agreement, Customer shall be bound by and subject to all lawful resolutions, rules, regulations, directives, ordinances and orders of the City pertaining to water services as may be enacted from time to time for all other applicable users of City water, including, without limitation, provisions relating to rate charges and water shortage emergencies.

5. Customer shall monitor its water usage on a bi-monthly basis and employ all measures necessary to ensure that the applicable Annual Limitation is not exceeded. In the event the City Director of Public Works reasonably determines that the Annual Limitation inevitably will be exceeded or that the Annual Limitation has been exceeded, City may require Customer to undertake reasonable additional conservation measures, and may require Customer upon ten (10) days prior written notice, to terminate water service for nonessential uses. For purposes of this Agreement, the term “nonessential uses” shall mean uses where non-potable water will suffice.

6. In the event Customer exceeds its Annual Limitation, it shall pay to City a penalty surcharge equal to sixty percent (60%) of the water rate charge for each hundred cubic feet, or portion thereof, used in excess of the Annual Limitation. Such penalty surcharge shall be due and payable within 30 days after calculation and demand by City. In addition to the 60% surcharge, City may avail itself of all rights and remedies set forth in paragraph 8 of this Agreement.
7. Customer agrees that if any future request or application for approval of amendments or modifications to the proposed use permit for the Property is submitted to the County Planning Commission (herein “Planning Commission”), or Board of Supervisors (herein “Board”), City shall be informed on or before the date on which any such request or application is submitted. In addition, Customer agrees to provide City with copies of all supporting documents or other information submitted in connection with such request or application on or before the date such materials are submitted to the Planning Commission or the Board.

8. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default of this Agreement; to enforce any covenants or agreements herein or to enjoin any threatened or attempted violation thereof; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provisions of this Agreement, the prevailing party in such action shall be entitled to all reasonable attorney’s fees, court costs and necessary disbursements in connection with such litigation.

10. The parties hereto agree that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties in writing.

11. The provisions of this Agreement shall be binding on all heirs, assigns and successors in interest to the parties hereto and shall be a covenant that runs with the land.

Executed the day and year first above written.

CUSTOMER:

Dated: 4/19/00

Leticia Mori Kartozian

By: Leticia Mori Kartozian

an individual owner

Suzette Mori Toma

Dated: 4/19/00

By: Suzette Mori Toma

an individual owner
CITY:
Dated: 4-23-2003

CITY OF ST. HELENA, a municipal corporation
By: Bonnie Long
Its: City Administrator

ATTEST:

Delia Guijosa, City Clerk
Dated

CITY OF ST. HELENA
INcorporated March 24, 1876
Re-Incorporated May 14, 1930
STATE OF CALIFORNIA

APPROVED AS TO FORM:

Diane M. Price, City Attorney
Dated
On April 23, 2000 before me, the undersigned, City Clerk, of the City of St. Helena, personally appeared Bonnie Long, City Manager of the City of St. Helena, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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.

Delia Guijosa, City Clerk
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Contra Costa ss.

On April 20, 2000 before me, Julie Chroust, Notary Public,
personally appeared Leticia Mori Kartozian,

Name(s) of Signer(s)

☐ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(x) 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(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

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: Water Agreement

Document Date: April 19, 2000 Number of Pages: 4

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:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Contra Costa } ss.

On April 20, 2000 before me, Julie Chroust, Notary Public.

personally appeared Suzette Mori Tomita.

Name(s) of Signer(s)

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(ies) 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(ies), or the entity upon behalf of which the person(ies) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

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: Water Agreement

Document Date: 4/19/2000 Number of Pages: 4

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: ______________________________
RESOLUTION NO. 2000-57

APPROVING A WATER AGREEMENT WITH LETICIA MORI KARTOZIAN AND SUZZETTE MORI TOMA (INGLEWOOD VILLAGE) AT THE CORNER OF INGLEWOOD AVENUE AND HIGHWAY 29

RECITALS

Inglewood Village has a use permit pending from Napa County that requires a water agreement with the City of St. Helena. The water use agreement shall provide up to 537,740 gallons of water per year.

The owner is in the process of receiving a lot line adjustment that will merge APN 027-120-040 and a portion of APN 027-120-050. The Lot Line Adjustment Map will be recorded by the Owner upon receipt of the Use Permit application that is now pending with the County.

Upon recordation of the Lot Line Adjustment Map, the attached water use agreement will be revised to indicate the correct parcel number.

A water agreement is attached for approval. The City Attorney and Public Works Director have reviewed the agreement.

RESOLUTION

NOW, THEREFORE, the City of St. Helena resolves as follows:

The water agreement (attached) between Leticia Mori Kartozian and Suzette Mori Toma (Inglewood Village) and the City of St. Helena is hereby approved upon recordation of the Lot Line Adjustment Map and approval of the pending Napa County use permit.

Approved at a Regular Meeting of the St. Helena City Council on May 23, 2000, by the following vote:

AYES: Councilmembers Potter, Savidge, Toller, Mayor Slavens
NOES: None
ABSENT: Councilmember Bowers
ABSTAIN: None

APPROVED:

[Signature]
Ken Slavens, Mayor

ATTEST:

[Signature]
Della Guajardo, 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.

By ___________________________ Date ___________________________