EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City Attorney
City of St. Helena
1480 Main Street
St. Helena, California 94574

AGREEMENT
FOR PRIVATE FIRE SERVICE FOR MICHAEL R.
AND CAROLYN D. MILAT TRUST U/A and
ROBERT M. AND JOYCE T. MILAT
APN 027-160-001

THIS AGREEMENT, entered into on July 22, 2003, between MICHAEL R. MILAT and CAROLYN D. MILAT, Trustees of the MICHAEL AND CAROLYN MILAT TRUST U/A and ROBERT M. MILAT and JOYCE T. MILAT, Trustees of the ROBERT AND JOYCE MILAT TRUST U/A, collectively referred to as Owner, (Assessor’s Parcel Number 027-160-001), the CITY OF ST. HELENA WATER ENTERPRISE, a California public utility (herein 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 027-160-001 at 1091 St Helena Highway, as more particularly described in Exhibit A, Owner is required to provide automatic fire sprinkler protection for the building in accordance with City of St. Helena standards.

B. St Helena Municipal Code Section 13.04.200 allows the installation of a private fire service outside the City limits, provided the applicant complies with all conditions of Section 13.04.200.

C. Enterprise and 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. The City Council has directed staff to draw an 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 a connection to the existing water main for the purpose of the installation of a fire hydrant and an automatic fire sprinkler system located on the property described in Exhibit A, 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 acceptable to the Director of Public Works and Building Official.

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

6. 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.

7. Enterprise shall maintain the common hydrant.

8. 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 Enterprise. No other connection to or extension 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 water line from the point at which it connects to the valve outlet flange of the double detector check assembly.

10. 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 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 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 concurrence by 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 concurrence by the 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: 8/13/03
By: Michael R. Milat
   Michael R. Milat
   Trustee for:
   Michael and Carolyn Milat Trust U/A
   an individual owner

Dated: 8/13/03
By: Carolyn D. Milat
   Carolyn D. Milat
   Trustee for:
   Michael and Carolyn Milat Trust U/A
   an individual owner

Dated: 8/13/03
By: Robert Milat
   Robert Milat
   Trustee for:
   Robert and Joyce Milat Trust U/A
   an individual owner

Dated: 8/13/03
By: Joyce Milat
   Joyce Milat
   Trustee for:
   Robert and Joyce Milat Trust U/A
   an individual owner

Notarized 8/13/03

Catherine S. Mela

SEE ATTACHED
ENTERPRISE:

City of St. Helena Water Enterprise
A California public utility

Dated: 7/22/03

By: Bert Johansson
City Manager

APPROVED AS TO FORM:

Diane Price, City Attorney

ATTEST:

Delia Guijosa, City Clerk
On 7/22, 2003 before me, the undersigned, City Clerk, of the City of St. Helena, personally appeared Bert Johansson, 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 his authorized capacity, and that by his 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]

Delia Grijosa, City Clerk
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of NAPA

On AUGUST 13, 2003 before me, CATHARINE E MESA, Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared MICHAEL R MILAT, CAROLYN D MILAT, Name(s) of Signer(s)
ROBERT MILAT and
JOYCE MILAT

□ 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

Catherine E. Mesa
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: 4 SIGNERS

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: ____________________________________________
CERTIFIED COPY

CITY OF ST. HELENA

RESOLUTION NO. 2003-93

APPROVING A PRIVATE FIRE SERVICE AGREEMENT BETWEEN
THE CITY OF ST. HELENA WATER ENTERPRISE AND THE
MICHAEL and CAROLYN TRUST U/A AND THE ROBERT and JOYCE
MILAT TRUST U/A APN 027-160-001

RECITALS

Council directed staff to pursue an Agreement for Fire Service for APN 027-160-001, owned by
the Michael and Carolyn Milat Trust U/A and the Robert and Joyce Milat Trust U/A, and
located outside the City Limits.

RESOLUTION

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

To approve the attached Private Fire Service Agreement between the City of St. Helena Water
Enterprise and the Michael and Carolyn Trust U/A and the Robert and Joyce Milat Trust U/A
APN 027-160-001.

Approved at a Regular Meeting of the St. Helena City Council on July 22, 2003, by the
following vote:

AYES: Councilmembers Schoch, Savidge, Sklar, Mayor Slavens
NOES: None
ABSENT: Councilmember Potter
ABSTAIN: None

APPROVED:

Ken Slavens
Mayor

ATTEST:

Delia Guijosa
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                           /s/ [Seal]
Deputy City Clerk

8/29/03
LOT 22, as shown on the map entitled, "Map of Part Carne Humans Rancho", filed December 4, 1968 in Book 1 of Maps at page 15 in the office of the County Recorder of said Napa County.

APN: 027-160-001