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, California 94574

Assessor's Parcel No.: 009-174-018
Site Address: 1668 VINEYARD AVENUE

AGREEMENT

(TAYLOR RESIDENCE FIRE SERVICE AGREEMENT)

THIS AGREEMENT, is entered into on 24 MARCH 2020, between LEIGHTON R TAYLOR JR & LINDA P TR, (“OWNER”), APN 009-174-018 /1668 Vineyard Avenue, the CITY OF ST. HELENA WATER ENTERPRISE, a California public utility (“ENTERPRISE”), and provides as follows:

RECITALS

A. In compliance with City of St. Helena Fire Code Standards pursuant to California Fire Code, OWNER is required to provide automatic fire sprinkler protection, referred to herein as “Fire Service”, for APN 009-174-018 at 1668 Vineyard Avenue, commonly known as Taylor Residence. and more particularly described in Exhibit A (“SITE”).

B. St Helena Municipal Code Section 13.04.200 allows the connection of a Residential Fire Service 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 this Agreement to permit the connection of a Residential Fire Service from the ENTERPRISE’s existing water transmission main adjacent to SITE along Vineyard Avenue.

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

1. ENTERPRISE shall allow one connection to the existing aforementioned water line as follows:
   - City Standard No. 100 Water Main Construction
   - City Standard No. 104 Water Service
   - City Standard No. 105 Backflow Prevention Device

   The connection shall only serve the SITE described as APN 009-174-018 /1668 Vineyard Avenue, with the exact location and installation details of the connection to ENTERPRISE's water main to supply the Fire Service to conform to City of St. Helena Standards and be approved by the City of St. Helena Director of Public Works.

2. OWNER shall prepare application and submit for Encroachment Permit to construct the connection for Fire Service from ENTERPRISE's water transmission main acceptable to the City of St. Helena Department of Public Works. OWNER shall prepare and submit application for Water Service acceptable to the Water Division of the City of St. Helena Finance Department.

3. ENTERPRISE maintenance responsibility shall end at customer side of the water meter, which does not include the backflow prevention device.

4. Following receipt of permit required and payment of meter set fee under Section 2 above, OWNER shall give ENTERPRISE seventy-two (72) hours notice prior to each construction inspection of and test for the Fire Service and submit the results of all such inspections and tests to ENTERPRISE.

5. OWNER shall maintain the Private Fire Service in accordance with the most current applicable version of the California Building and Fire Code and allow inspections by ENTERPRISE.

6. 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 Private 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.

7. The Private Fire Service shall be privately owned and maintained by OWNER and OWNER shall be responsible for maintenance of the Private Fire Service in its entirety
from the point at which it connects to the aforementioned customer side of the water meter.

8. OWNER shall pay the full cost of the construction and installation of the Fire Service including, testing and the cost of connecting to the ENTERPRISE's existing water main.

9. OWNER shall pay the applicable monthly fee for one 4-inch line and smaller fire service inside the City Limits as established by St. Helena Municipal Code Section 13.04.200 D. All bills for water charges will be rendered by the City as established by St. Helena Municipal Code Section 13.04.100 G. All bills shall become due and payable upon presentation and shall be paid at the office of the department.

10. 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.

11. In the event of a leak as indicated by the meter, ENTERPRISE shall have the authority to discontinue service, with notice to the 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 Fire Chief, to terminate this Agreement.

12. 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.

13. OWNER understands and agrees that ENTERPRISE makes no guarantee as to pressure or volume of the water in this line or the main supplying the same, and ENTERPRISE shall not, under any circumstances, be held liable for the loss or damage from a deficiency or failure in the supply of water, whether occasioned by the shutting off of water in case of accident or for alterations, extensions, connections, repairs, testing, a general water shortage or for any cause whatsoever. 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.

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

15. 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: 3.24.10

By: [Signature]

LEIGHTON R TAYLOR
OWNER

ENTERPRISE:

City of St. Helena Water ENTERPRISE
A California public utility

Dated: 24 MAR 2010

By: [Signature]

John G. Ferons
Director of Public Works

APPROVED AS TO FORM:

[Signature]

John Truxaw, City Attorney