RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ST. HELENA
1480 MAIN STREET
ST. HELENA, CA 94574

EXEMPT FROM RECORDING FEES
SECTION 27383 GOVERNMENT CODE

APNs: 009-180-040; 009-180-041; 009-180-042

AMENDMENT TO WATER SERVICE AGREEMENT

This AMENDMENT TO WATER SERVICE AGREEMENT (this "Amendment") is
made as of April 6, 2015, by and between the CITY OF ST. HELENA (the "City"), and
VINELAND STATION, L.P., a California limited partnership ("Vineland").

RECITALS

A. Vineland owns certain real property described on Exhibits A and B hereto (the
"Entire Property") encumbered by that certain Water Service Agreement (Vineland Station LP
Water Agreement) dated as of April 12, 2011 (the "Agreement"), recorded in the Official
Records of Napa County, California (the "Official Records"), on August 23, 2011, as
Instrument Number 2011-0019268.

B. Subsequent to the recording of the Agreement, Vineland subdivided the Entire
Property pursuant to (i) that certain Parcel Map of the Lands of Vineland Station, L.P., filed
March 5, 2012, in Book 26 of Parcel Maps at Page(s) 79-80 in the Official Records, and (ii) a
subsequent lot line adjustment involving two of the parcels created pursuant to the
aforementioned parcel map.

C. The subdivision described in Recital B above created separate legal parcels for
that portion of the Entire Property on which the "Hotel" (as referred to in the Agreement) will be
located and to which the Agreement is intended to apply as described on Exhibit A attached
hereto (the "Subject Property"), and created separate legal parcels described on Exhibit B
attached hereto (the "Released Property") to which the Agreement is not intended to apply.

D. City staff have reviewed the record and confirmed that the Released Property was
not intended to be benefitted by or subject to the Agreement, and the purpose of this Amendment
is to clarify that the Released Parcel is not subject to the Agreement.

E. Vineland and the City desire to amend the Agreement for the purpose of
amending the legal description of the real property subject to the Agreement and removing the effect of the Agreement with respect to the Released Property.

NOW, THEREFORE, incorporating and in consideration of the foregoing recitals and for other valuable consideration the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Property Subject to Agreement.** The Agreement is hereby amended such that the only real property that is and shall be subject to and benefitted by the Agreement shall be the Subject Property described on Exhibit A attached hereto. Without limiting the effect of the Agreement with respect to the Subject Property, each of the City and Vineland agrees that the Agreement is hereby terminated with respect to the Released Property described on Exhibit B attached hereto, and shall have no further force or effect with respect to the Released Property. The City hereby releases and quitclaims to Vineland all of the City’s right, title and interest to the Released Property arising under the Agreement.

2. **Miscellaneous.**

   (a) **Exhibits.** All recitals and exhibits referred to in this Amendment are incorporated herein by reference and shall be deemed part of this Amendment.

   (b) **Counterparts.** This Amendment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and is intended to be binding when all parties have delivered their signatures to the other parties. All counterparts shall be deemed an original of this Amendment.

   (c) **Authority.** Each of the individuals executing this Amendment on behalf of a party individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

   (d) **Ratification.** Except as amended hereby, the Agreement has not been modified, and as amended hereby, is in full force and effect. This Amendment constitutes a part of the Agreement and all references in the Agreement to the Agreement (e.g., “this Agreement,” “herein,” “this document,” etc.) shall constitute references to the Agreement as amended by this Amendment.

[Signatures on following page(s)]
IN WITNESS WHEREOF, the City of St. Helena has authorized the execution of this Amendment in duplicate by its City Manager under the authority of Resolution No. 2015-31, adopted by the City Council of the City on March 24, 2015, and Vineland Station, L.P. has caused this Amendment to be executed.

CITY:

CITY OF ST. HELENA
a municipal corporation

APPROVED AS TO FORM:

By: Jennifer Phillips
City Manager

Kevin D. Siegel
City Attorney

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Napa

On APRIL 6, 2015 before me, E. J. COOPER, Notary Public, personally appeared JENNIFER PHILLIPS, 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

(Notary Seal)
VINELAND:

VINELAND STATION, L.P.,
a California limited partnership

By: Friedrich Company, Inc.,
a California corporation,
its general partner

By: Rodney D. Friedrich, President

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Napa

On APRIL 6, 2015 before me, E. J. COOPER, Notary Public, personally appeared RODNEY D. FRIEDRICH, 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

(Notary Seal)
EXHIBIT A

Subject Property

The land situated in the City of St. Helena, County of Napa, State of California, described as follows:

A portion of Parcels 2 and 3 as shown on the Map entitled “Parcel Map of the Lands of Vineland Station, L. P.”, filed March 5, 2012, in Book 26 of Parcel Maps at pages 79 - 80 in the Office of the Napa County Recorder, more particularly described as follows:

Beginning at a scribed ‘X’ in the sidewalk at the most northerly corner of said Parcel 2, said corner being at the southerly corner of the intersection of Main Street and Vidovich Avenue as shown on said Parcel Map; thence along the southwesterly line of Main Street as shown on said Parcel Map South 42°47'43" East 344.78 feet; thence leaving said southwesterly line South 47°25'40" West 200.11 feet; thence South 42°37'53" East 246.88 feet to a point on the southeasterly line of said Parcel 3; thence along the southeasterly line of said Parcel 3 South 46°50'00" 295.62 feet to the most southerly corner of said Parcel 3; thence along the southwesterly line of said Parcel 3 North 42°33'00" West 654.91 feet to the most westerly corner of said Parcel 3; thence along the northwesterly line of said Parcel 3 North 47°27'00" East 49.97 feet to the most westerly corner of Vidovich Avenue as shown on said Parcel Map; thence along the southwesterly and southeasterly lines of Vidovich Avenue as shown on said Parcel Map South 42°33'00" East 60.00 feet and North 47°27'00" East 443.92 feet to the point of beginning; containing 5.67 acres of land, more or less.

APN: 009-180-041
EXHIBIT B

Released Property

The land situated in the City of St. Helena, County of Napa, State of California, described as follows:

PARCEL ONE:

PARCEL 1, as the same is shown on the map entitled: ‘PARCEL MAP OF THE LANDS OF VINELAND STATION, L.P.,” filed March 5, 2012, in Book 26 of Parcel Maps at page(s) 79-80, in the Office of the County Recorder of Napa County.

APN: 009-180-040

PARCEL TWO:

A portion of Parcels 2 and 3 as shown on the Map entitled “Parcel Map of the Lands of Vineland Station, L. P.”, filed March 5, 2012, in Book 26 of Parcel Maps at pages 79 - 80 in the Office of the Napa County Recorder, more particularly described as follows:

Commencing at a scribed ‘X’ in the sidewalk at the most northerly corner of said Parcel 2, said corner being at the southerly corner of the intersection of Main Street and Vidovich Avenue as shown on said Parcel Map; thence along the southwesterly line of Main Street as shown on said Parcel Map South 42°47'43" East 344.78 feet to the TRUE POINT OF BEGINNING; thence leaving said southwesterly line South 47°25'40" West 200.11 feet; thence South 42°37'53" East 246.88 feet to a point on the southeasterly line of said Parcel 3; thence along the southeasterly line of said Parcel 3 as shown on said Parcel Map and the southeasterly line of said Parcel 2 North 46°50'00" East 200.82 feet to the most easterly corner of said Parcel 2, said corner being on the southwesterly line of Main Street as shown on said Map; thence along said southwesterly line of Main Street as shown on said Parcel Map North 42°47'43" West 244.79 feet to the True Point of Beginning; containing 1.13 acres of land, more or less.

APN: 009-180-042

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