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(s). 009-030-059

WATER SERVICE AGREEMENT
VINEYARD VALLEY MOBILE HOME PARK
WATER AGREEMENT

THIS AGREEMENT, entered into on January 10, 2012, between the City of St. Helena, a municipal corporation (City), and Vineyard Valley Mobile Home Park (Customer), provides as follows:

RECITALS

A. Customer is the owner of real property (the Property) located at 290 Pope Street, St. Helena, Napa County, known as Assessor's Parcel Nos. 009-030-059, located inside the City Limits, more particularly described in Exhibit A attached hereto.

B. The St. Helena City Council wishes to enter into this water agreement with Vineyard Valley Mobile Home Park (VVMHP) to apply water rates commensurate with the design of the adopted rate study for water use.

C. Code Section 13.04.090 States that under special circumstances, the city council reserves the right and power to contract separately with any person for the sale and delivery of water at rates to be fixed and agreed upon by resolution of the council. After a special study conducted by the Reed Group, a special circumstance has been identified for VVMHP. The park does not have all the characteristics of a multifamily residential unit and does not fit the characteristics of single family units.

D. Code Section 13.20.020 States that customers shall not be charged a sewer charge based on water used for landscape purposes when the water is metered through a dedicated landscape meter.
E. The City has constraints on its water supply and cannot guarantee an unlimited water supply to the Property in perpetuity, therefore

F. The parties hereto wish to enter into this Water Agreement.

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

AGREEMENT

As used herein, the term Water Year shall mean the twelve-month period between the City’s last water meter reading of June in a calendar year and the last water meter reading of June the following calendar year. City water shall be used only for those uses as authorized by the St. Helena Municipal Code. City shall not be obligated to provide water service for any other use nor for any further expansion of the uses allowed by St. Helena Municipal Code.

1. Monthly base water service charges for MHPs will be the same as other customer classes, that is, based on the size of the water meter(s). For VVMHP, service charges for the 6” and 2” water meters are currently at $1,091.03 and $177.16 per month, respectively and will increase at the same rate as other rates increase.

2. The two-tier water rate structure for VVMHP will provide 7.5 HCF per dwelling unit per month at the first tier rate of $4.05 per HCF, with subsequent usage at the second tier rate of $6.07 per HCF and will increase at the same as other tier rates increase. This allocation results in approximately two-thirds of annual water usage priced at the first tier rate and approximately one-third at the second tier rate, and is consistent with cost of service and proportionality requirements embodied in the water rate structure.

3. Wastewater usage charges for the Mobile Home Park will be based on the average monthly winter water usage (average for meter reads in January, February, and March), for both the six inch and the two inch meters as is currently the practice for single family homes. The wastewater usage rate will remain at $3.55 per HCF and will increase at the same percentage as other rates increase.

4. Monthly wastewater base service charges for the Mobile Home Park will be based on the 6” size water meter. The monthly wastewater service charges for Vineyard Valley Mobile Home Park will be $2,038.73 for the 6” meter, and will increase at the same rate as other base rates increase.
5. The property is currently served by one each a City Standard 6-inch water meter and a City Standard 2-inch water meter both with automatic read function to serve the site.

6. Customer must be in compliance with all water use efficiency requirements of Section 13.12 ("Water Use Efficiency and Use Guidelines") of the municipal code. If a customer is found to be out of compliance with any part of Section 13.12 or provisions of these water shortage emergency requirements, the customer must immediately install the appropriate water-saving devices in their plumbing, appliances, or improvements, or take other such actions to bring about full compliance.

7. 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.

8. Customer shall monitor its water usage and install smart irrigation meters on all common landscape areas. Customer shall also install low flow shower and toilets in all common areas and areas the park owner controls such as the office building, community area and owners private residence.

9. Customer agrees that if any future request or application for approval of amendments or modifications to any of the use permits for the Property shall be submitted to the City of St. Helena. In addition, Customer agrees to provide City with copies of all supporting documents or other information submitted in connection with such requests or applications.

10. 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.

11. 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 provision of this Agreement, the prevailing party in such action shall Name be entitled to all reasonable attorney's fees, court costs and necessary disbursements in connection with such action.

12. 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.
13. The provisions of this Agreement shall be binding on all tenants, heirs, assigns and successors in interest to the parties hereto and shall be a covenant that runs with the land.

14. The City agrees to reevaluate this agreement during the next utility rate study.

Executed the day and year first above written.

CUSTOMER:

Vineyard Valley Mobile Home Park

Dated: January 2012

By: Richard H. McDonnell, General Partner

(Customer Signatory)

Richard A. McDonnell

Dated: __________________

By: ______________________

CITY:

CITY OF ST. HELENA,
a municipal corporation,

Dated: 3-24-2014

By: ______________________

Gary Broad
Its: City Manager

APPROVED AS TO FORM:

John Truxaw, City Attorney
Thomas Brown, City Attorney

STATE OF CALIFORNIA
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
County of Contra Costa

On 01/04/2012 before me, Emma Gibson, Notary Public

personally appeared Richard McDonnell

Name(s) of Signer(s)

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

Place Notary Seal Above

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 SERVICE AGREEMENT

Document Date: 01/04/2012 Number of Pages: 5

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

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

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 Napa)

On March 24, 2014 before me, DELIA H. GUIJOSA, NOTARY PUBLIC

personally appeared, Gary Broad

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.

(Seal)

OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT

TITLE OR TYPE OF DOCUMENT Water Service Agreement

DATE OF DOCUMENT 1-10-2012 NUMBER OF PAGES 4

SIGNER(S) OTHER THAN NAMED ABOVE Richard H. McDonnell

SIGNER’S NAME ___________________________ SIGNER’S NAME ___________________________