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 WHITEHALL LANE WINERY

THIS AGREEMENT, entered into on February 6, 2001, between Whitehall Lane Winery, (herein Winery, Assessor’s Parcel Number 027-100-012), the City of St. Helena Water Enterprise, a California public utility (herein Enterprise), and provides as follows:

RECITALS

A. As a condition of Napa County Building permit #B00-00607 issued to the Winery at 1563 St. Helena Hwy, St. Helena, California, the Winery is required to provide automatic fire sprinkler protection for the winery building expansion (7,042 square feet) in accordance with County standards.

B. City Code Section 18.21 allows the installation of a private fire service outside the city limits, provided the applicant complies with all conditions of Section 18.21.

C. The Enterprise and the Winery desire to enter into this private fire service agreement to permit the extension of a main from the existing six-inch connection to supply the fire protection system.

D. By resolution No. 2001-02, the City Council has approved this 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. A connection to the existing six-inch water main is to supply an automatic fire sprinkler system located on the Winery property at 1563 St. Helena Highway, 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. Plans for the extension of Enterprise's water main to the valve outlet flange of the double detector check assembly. The plans shall include the following specifications:
   a. Connection piping not to exceed six inches to the existing six-inch water main.
   b. Connection include a Febco Model 856 or an Ames 300ss double check detector assembly with a Neptune Model T-10 bypass water meter.
   c. Comply with the following standards adopted by the City of St. Helena:
      1. Standard 100 (3 pages) - Water Main Construction Notes, 6/93
      2. Standard 108 - (2 pages) - Double Detector Check Valve Single and Double Service, 6/93
      3. Standard 114 - Concrete Anchor Blocks for Vertical Bends, 6/93
      4. Standard 115 - Concrete Thrust Blocking, 6/93

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

6. The Winery 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. 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 the Enterprise. No other connection to or extension of the Enterprise's water system is approved or implied by this limited Agreement.
8. The fire protection system shall be privately owned and maintained by the Winery and the Winery 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.

9. The Winery 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 six-inch water main. The Winery shall pay the Enterprise for all Attorney, Planner and Enterprise staff time incurred in connection with this Agreement at the City's normal rates.

10. The Winery shall pay the Enterprise a one-time water impact fee at the applicable industrial rate set forth in City Code Section 22.7 (b).

11. The Winery shall pay the applicable monthly charge, which may be paid annually in advance, for private fire service as established by City Code 18.21.

12. The Winery shall pay for any Enterprise water used for fire suppression or other approved uses on the Winery's property based on water meter readings.

13. In the event of a leak as indicated by the bypass meter, the Enterprise shall have the authority to discontinuance service, with concurrence by the County Fire Chief, until adequate repairs are made. The Winery 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 the Winery, the Enterprise shall have the authority, with concurrence by the County Fire Chief, to terminate this Agreement.

14. This Agreement incorporates herein by reference the provisions of Chapter 18 of the City Code relating to water and the Winery agrees to comply with the terms thereof.

15. The Winery releases and agrees to hold the Enterprise harmless from any liability or claims that may arise by reason of the Enterprise's provision or failure to provide water pursuant to this Agreement.

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

17. 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.
CUSTOMER: Whitehall Lane Winery,

Dated: 2/6/01

By: [Signature]

Its: NATIONAL DIRECTOR OF SALES

CITY: CITY OF ST. HELENA,

A California public utility

Dated: 4/30/01

By: Bonnie Long

Its: City Manager

APPROVED AS TO FORM:

Diane Price, City Attorney

ATTEST:

Delia Guijosa, City Clerk

STATE OF CALIFORNIA )

COUNTY OF NAPA ) ss.

On February 6, 2001, before me, Michael J. McLoughlin, a Notary Public in and for the State of California, personally appeared (or proved to me on the basis of satisfactory evidence) 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.

Notary's Signature

Michael J. McLoughlin
Commission # 1227019
Notary Public - California
Napa County
STATE OF CALIFORNIA
COUNTY OF NAPA

On April 30, 2001, before me, the undersigned, City Clerk of the City of St. Helena, personally appeared Bonnie Long, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.

Signature: Della Guijosa, City Clerk
STATE OF CALIFORNIA  

COUNTY OF NAPA  

On April 11, 2001, before me, the undersigned, City Clerk of the City of St. Helena, personally appeared Bonnie Long, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.

Signature: Delia Guijosa, City Clerk