RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of St. Helena
1480 Main Street
St. Helena, California 95474
EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383

Assessor’s Parcel Nos. 022-230-005

WILLIAM COLE VINEYARDS
FIRE SERVICE AGREEMENT

This Agreement is entered into on October 22, 2013, between William Cole Vineyards ("Owner") and the City of St. Helena a California Municipal Corporation ("City"), and provides as follows:

RECITALS

A. In compliance with Napa County Fire Code Standards adopted in furtherance of the California Fire Code, Owner is required to provide automatic fire sprinkler protection and on-site private fire hydrant system (together referred to herein as "Private Fire Service") for APN 022-230-005 at 2849 N. St. Helena Highway, commonly known as William Cole Vineyards and more particularly described in Exhibit A ("Site").

B. St. Helena Municipal Code Section 13.04.200 allows the connection of Private Fire Service outside the City limits to City’s water distribution system, provided that all conditions of Section 13.04.200 are complied with.

C. City and Owner desire to enter into this Agreement to permit the extension of Private Fire Service from the City’s existing water transmission main to Site along State Route 29.

D. St. Helena Municipal Code Section 3.32.070 finds that water impact fees shall be paid for every connection to the City’s water system.

E. The City Council has directed staff to draft 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. City shall allow two (2) connections to the existing aforementioned water transmission main as follows:
   1. City Standard Fire Hydrant Assembly located in the public right of way;
   2. City Standard Fire Service Assembly Meter (6-inch) with City Standard Double Detector Check Valve (6-inch) to serve an on-site private fire hydrant system.

2. The connection(s) shall only serve the Site described in Exhibit A, with the exact location and installation details of the connection to City’s water main supply for the Private Fire
Service to conform to City of St. Helena Standards and be approved by the City of St. Helena Director of Public Works and Napa County Building Official.

3. Owner shall prepare and submit plans and specifications for the two (2) connections for the fire hydrant and fire services from City’s water transmission main acceptable to the City of St. Helena Director of Public Works and Napa County Building Official.

4. City maintenance responsibility shall end at the valve outlet flange of the inlet valve on each of the required double detector check valve.

5. Following receipt of both approvals required under section 2. Above, Owner shall give City seventy-two (72) hours notice prior to each construction inspection of and test for the Private Fire Service and submit the results of all such inspections and tests to City.

6. All Water Impact Fees are due and shall be received by the City prior to the hot-tap connection to the City’s water system.

7. A final inspection and hydrostatic pressure test of the Private Fire Service shall be performed and satisfactory passed prior to City’s activating the service.

8. Owner shall perform a second hydrostatic pressure test one (1) year after the original test and submit the results to City.

9. 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 City.

10. The Private Fire Service shall only be used by authorized fire fighting personnel, City of St. Helena personnel and such other persons granted specific permission to do so by City. Said Private Fire Service shall be used by those persons only for fire suppression, testing of the protection system, fire drills, and flushing and cleaning of water distribution mains. No other connection to, extension of or use of City’s water system is approved or implied by this limited Agreement.

11. 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 valve outlet flange of the inlet valve on each of the required double detector check valves.

12. Owner shall pay full cost of the construction and installation of the Private Fire Service including, testing and the cost of connecting to the City’s existing water main. Owner shall pay City for all attorney, planner and City staff time incurred in connection with this Agreement at the City’s normal rates.

13. Owner shall pay the City a one-time water impact fee at the applicable commercial rate set forth in St. Helena Municipal Code Section 3.32.070.b. Water Impact Fee shall be paid prior to the connection to City Water Transmission Main.

14. Owner shall pay the applicable monthly fee for one 6-inch Private Fire Services as established by St. Helena Municipal Code Section 13.04.200 E. 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.

15. Owner shall pay for any City water used for fire suppression or other approved and/or unauthorized uses on the Owner’s property based on fire service meter assembly readings, at the rate set forth in St. Helena Municipal Code.

16. In the event of a leak as indicated by the meter, City shall have the authority to discontinue service, with notice to 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 the meter readings. In the event of breach of this Agreement by Owner, City shall
have the authority, with notice to the Napa County Fire Chief, to terminate this Agreement.

17. 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.

18. Owner understands and agrees that City makes no guarantee as to pressure or volume of the water in this line or the main supplying the same, and City 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 City harmless from any liability or claims that may arise by reason of City's provision or failure to provide water pursuant to this Agreement.

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

20. 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.

**Owner: William Cole Vineyards**

By: ____________________________

William Ballentine, Jr.

Dated: 11-6-13

**City: City of St. Helena**

By: ____________________________

Gary Broad, City Manager

Dated: 11-6-2013

APPROVED AS TO FORM:

______________________________

Thomas B. Brown, City Attorney
STATE OF CALIFORNIA  
)  
) ss.  
COUNTY OF NAPA  

On November 6, 2013, before me, Delia H. Guijosa, a Notary Public in and for the State of California, personally appeared Gary Broad who 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.

[Signature]

DELIA H. GUIJOSA
COMM. #1952560
NOTARY PUBLIC - CALIFORNIA
NAPA COUNTY

STATE OF CALIFORNIA  
)  
) ss.  
COUNTY OF NAPA  

On November 6, 2013, before me, Delia H. Guijosa, a Notary Public in and for the State of California, personally appeared William Ballweg who 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.

[Signature]

DELIA H. GUIJOSA
COMM. #1952560
NOTARY PUBLIC - CALIFORNIA
NAPA COUNTY

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Exhibit A:

Ballentine Parcel
All that real property situate in the County of Napa, State of California, being all of the Tract of Land described in the Grant Deed conveyed by Ines M. Chiarello to William V. Ballentine, Jr. and Jane Sorensen Ballentine, as Trustees of the William and Jane Ballentine Family Trust, said Grant Deed recorded February 13, 2004 as Series Number 2004 0005527 in Official Records of Napa County and also being a portion of Parcel One described in the Trust Transfer Deed conveyed by Donald F. Houghton to Donald F. Houghton, Trustee of the Donald F. Houghton Revocable Trust, said Trust Transfer Deed recorded July 13, 1992 as Series Number 1992 023143 in Official Records of Napa County and said real property being more particularly described as follows:

Beginning at a point on the southwestern line of the highway leading from St. Helena to Calistoga, from which point the center of a stone ditch bears North 56° 04' West 4.62 feet distant along said southwestern line of said highway, said point of beginning being further described as being the most eastern corner of Parcel One described in the Deed from John C. Weinberger to Maurice E. Harrison, et ux., recorded November 28, 1938 in Book 135 at page 225 of Official Records of Napa County and said point of beginning also being an angle point in the northeast line of Parcel One described in the Trust Transfer Deed conveyed by Donald F. Houghton to Donald F. Houghton, Trustee of the Donald F. Houghton Revocable Trust, said Trust Transfer Deed recorded July 13, 1992 as Series Number 1992 023143 in Official Records of Napa County and running thence along said northeast line and said southwestern line of said highway South 56° 04' East 30 feet to the most easterly corner of the right of way described as Parcel 2 in the deed to John T. Mooday, et ux., filed in Book 324 of Official Records at Page 189 in said Recorders Office; thence along the southeasterly lines of said right of way South 43° 28' West 496.36 feet, South 57° 55' East 1.91 feet, South 44° 05' West 176.22 feet and South 01° 05' East 148.1 feet to a 3/4" iron pipe at the most southerly corner of the lands of M. L. H. Ellis, et al., as shown on map number 3463 entitled "Record of Survey of the Lands of Donald F. Houghton, et al" filed September 28, 1981 in Book 22 of Surveys at page 30 in said Recorders Office, said iron pipe being further described as marking an angle in the northerly line of the 5.43 acre tract of land shown on said map number 3463; thence along the northerly line of said 5.43 acre tract and the southerly line of said Parcel 2 North 61° 33' West 3 7.43 feet (shown as South 61° 0 17' East 3 3.27 feet on said map number 3463), North 0° 07' East 141.83 feet and North 43° 28' East 53.3 feet to the most southern corner of the Tract of Land described in the Grant Deed conveyed by Ines M. Chiarello to William V. Ballentine, Jr. and Jane Sorensen Ballentine, as Trustees of the William and Jane Ballentine Family Trust, said Grant Deed recorded February 13, 2004 as Series Number 2004 0005527 in Official Records of Napa County; thence along the southwest lines of Ballentine North 54° 00' West 53.20 feet, North 08° 29' West 229.51 feet and North 30° 30' West 255.74 feet to the most western corner of Ballentine; thence along the northwest lines of Ballentine North 49° 30' East 117.78 feet and North 43° 07' East 225.06 feet to a point on the said southwestern line of said highway; thence along said southwestern line of said highway South 56° 04' East 474.8 feet to the Point of Beginning.

Being a portion of said Rancho Carne Humana

End of Description