

RECORDING REQUESTED BY:  
COUNTY OF NAPA  
PUBLIC WORKS DEPARTMENT

AND WHEN RECORDED MAIL TO:  
COUNTY OF NAPA PUBLIC WORKS DEPARTMENT  
ATTN: DANIEL BASORE  
1195 THIRD STREET, ROOM 101  
NAPA, CALIFORNIA 94559

*"Exempt from Recording Fees GC 27383"*

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT BETWEEN NAPA COUNTY, GF CARNEROS INN, LLC,  
AND CARNEROS INN MUTUAL WATER COMPANY FOR PROVISION OF  
WATER AND WASTEWATER SERVICES**

This Agreement is made and effective as of \_\_\_\_\_, 2023, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County", on the one hand, and GF Carneros Inn, LLC, a Delaware limited liability company (the "Landowner") and Carneros Inn Mutual Water Company, a California corporation doing business as Carneros Mutual Water Company (the "Mutual Water Company"), on the other hand. County, Landowner and Mutual Water Company and their respective successors and Transferees are collectively referred to in this Agreement as the "Parties" and singularly as a "Party."

**RECITALS**

**WHEREAS**, on August 27, 2019, the Parties entered into a development agreement (Napa County Agreement No. 8595) (the "Development Agreement") regarding relocation, improvement and construction of various facilities and infrastructure at the Carneros Resort; and

**WHEREAS**, under the terms of the Development Agreement, Landowner conveyed to the County land on Carneros Resort near Old Sonoma Road for use as a future new fire facility and County agreed to complete construction of a new fire facility; and

**WHEREAS**, Mutual Water Company provides potable water and wastewater treatment services for property owners within its service boundary; and

**WHEREAS**, the County has completed construction of the new fire station facility; and

**WHEREAS**, the Parties have mutually agreed that wastewater and potable water will be provided to the fire station by the Mutual Water Company via an easement for the wastewater and an easement for potable water lines across Landowner's property to the fire facility; and

**WHEREAS**, the Parties have agreed that the County will be billed for wastewater and potable water at the same rates billed to other property owners within the boundaries of the Mutual Water Company; and

WHEREAS, the Parties desire to memorialize their agreement as set forth below.

### TERMS

NOW, THEREFORE, in consideration of the promises of County, Landowner and Mutual Water Company agree as follows:

1. **Term.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2024, unless terminated earlier in accordance with Paragraph 9 (Termination for Cause). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. **Provision of Potable Water and Wastewater Treatment Services.** Mutual Water Company agrees to provide potable water and wastewater treatment services to the County's fire facility (APN 047-110-029-000) at the same rates and fees charged to other property owners within the boundaries of the Mutual Water Company.

3. **Purchase Price; Payment.**

(a) The cost of potable water and wastewater treatment services provided to the County's fire facility shall be based on usage and shall be the same rates as charged to other property owners within the boundaries of the Mutual Water Company as may be reasonably adjusted from time to time by the Mutual Water Company. As of the execution of this Agreement, the Mutual Water Company's rate for sewer service is a flat fee of \$858.60 annually and its current rate for water service is \$12.48 per Unit (1,000 gallons), consisting of a consumption charge of \$10.40 per Unit (or fraction thereof) plus a pumped zone charge of \$2.48.

(b) Mutual Water Company shall be responsible for meter reading. Mutual Water Company shall bill County annually until such time as the fire facility becomes fully manned, after which County shall be billed every six (6) months. County shall pay for service within thirty (30) days of receipt of an invoice.

(c) Notwithstanding the foregoing, Mutual Water Company shall not bill or invoice County for water or wastewater treatment services until such time as the fire facility becomes used by County as a fully manned station rather than a volunteer fire station. County shall notify Mutual Water Company thirty (30) days in advance of the change in the facility's use and occupancy from volunteer to fully manned.

4. **Rights Nontransferable.** County's rights to potable water and wastewater treatment services hereunder are not transferable or assignable, without the express written consent of the Mutual Water Company whose consent shall not be unreasonably withheld.

5. **Easements.** Landowner hereby grants to County an easement across Landowner's property for the installation, operation, maintenance and repair of an underground potable water pipeline and an underground wastewater service pipeline to provide service to the County's fire facility as further set forth in Exhibit "A" and Exhibit "B."

6. **Authority to Contract.** Each party warrants that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.
7. **No Waiver.** Waiver by any party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
8. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that the party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Public Works Department  
Steve Lederer, Director  
1195 3<sup>rd</sup> Street, Suite #101  
Napa, CA 94559

LANDOWNER AND MUTUAL  
WATER COMPANY

Greg Flynn  
Vice President  
4048 Sonoma Highway  
Napa, CA 94559

9. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of parties.

10. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of County for cause.

11. **Interpretation; Venue.**

(a) **Interpretation.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

(b) **Venue.** This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California.

12. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.
13. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.
14. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
15. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.
16. **Recordation.** County shall record this document in the Official Records of Napa County.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

GF CARNEROS INN, LLC, a Delaware limited liability company

APPROVED AS TO FORM  
GF CARNEROS INN, LLC  
By: [Signature]  
Kevin Block, Counsel  
Date: \_\_\_\_\_

[Signature]  
By: Greg Flynn  
Its: Vice-President  
[Signature]  
By: Chad Arkoff  
Its: Secretary

“LANDOWNER”

CARNEROS INN MUTUAL WATER COMPANY, a California corporation doing business as Carneros Mutual Water Company

APPROVED AS TO FORM  
THE CARNEROS INN MUTUAL  
WATER COMPANY  
By: [Signature]  
Kevin Block, Counsel  
Date: \_\_\_\_\_

[Signature]  
By: Greg Flynn  
Its: Vice-President  
[Signature]  
By: Chad Arkoff  
Its: Secretary

“MUTUAL WATER COMPANY”

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
BELIA RAMOS, Chair  
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel By: <u>[Signature]</u> Deputy County Counsel Date: <u>9/5/2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____</p>
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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 San Francisco )

On Aug 22, 2023 before me, Marlene Gonzaga Adamson, a notary public  
Date Here Insert Name and Title of the Officer

personally appeared Chad M. Arkoff  
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 [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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State of California )  
County of San Francisco )  
On Aug 22, 2023 before me, Marlene Gonzaga Adamson, a notary public.  
Date Here Insert Name and Title of the Officer  
personally appeared Gregory G. Flynn  
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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**Exhibit "A"**

Being an easement across portions of the Lands of GF Carneros Inn, LLC described as Tract Four, Parcel One in Grant Deed recorded on June 6, 2014 under Document Number 2014-0011237, Napa County Records, County of Napa, State of California the centerline of said portions described as follows:

**Commencing** at the southernmost corner of the land granted to County of Napa recorded on February 24, 1966 in Book 740 of Official Records at Page 790, Napa County Records; thence along the southwestern line of the Lands of Napa County as described in the Grant Deed recorded on December 18, 2020 under Document Number 2020-0034345, Napa County Records, County of Napa, State of California (former Lands of GF Carneros Inn, LLC) South 39° 35' 52" East 285.08 feet; thence North 50° 24' 08" East 85.71 feet; thence North 39° 35' 52" West 18.00 feet to **Point A** being the **Point of Beginning of Line A**, a 10-foot wide easement; thence along the centerline of **Line A**, North 50° 24' 08" East 8.00 feet to the **Point of Terminus of Line A**; thence South 50° 24' 08" West 8.00 feet to **Point A**; thence from **Point A** North 39° 35' 52" West 33.68 feet; thence South 50° 24' 08" West 2.20 feet to **Point B** being the **Point of Beginning of line B** a 10-foot wide easement; thence along the centerline of **Line B** North 39° 35' 52" West 23.00 feet to the **Point of Terminus of Line B**; thence North 50° 24' 08" East 2.20 feet; thence North 39° 35' 52" West 153.87 feet to **Point C** being the **Point of Beginning of Line C** a 10-foot wide easement; thence along the centerline of **Line C** North 50° 24' 08" East 8.00 feet to the **Point of Terminus of Line C**.

The sidelines of Line A and Line C to be shortened or extended to terminate at the northeast boundary of said lands of Napa County, and the northeast lines of the said Lands of GF Carneros Inn, LLC.

The sidelines of Line B to begin and terminate at the boundary of said Lands of Napa County or the northwesterly prolongation thereof.

**End Description**





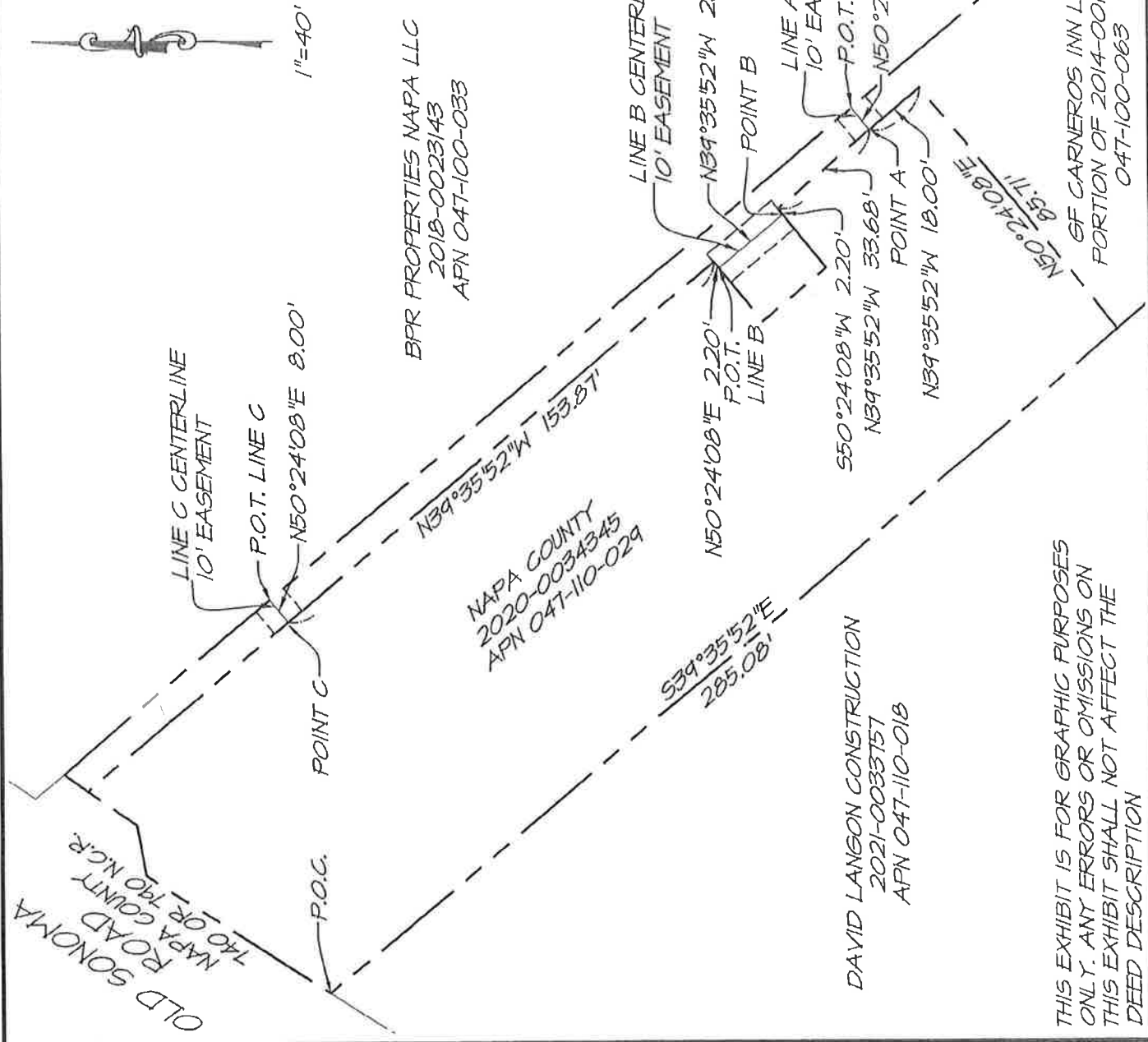


EXHIBIT B



RS+ | CONSULTING CIVIL ENGINEERS + SURVEYORS + 1960

JULY 2023 521T\_WLESMT-EX-B | OF 1



THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION