



2013-0023067

Recorded	REC FEE	0.00
Official Records		
County of	CC1 ONE CONFORM	1.00
Napa		
JOHN TUTEUR		
Assessor-Recorder-Cou		
	LS	
02:47PM 09-Aug-2013	Page 1 of 9	

Recorded at the request of,  
and return to:

Napa Sanitation District  
P. O. Box 2480  
Napa CA 94558

Exempt from Recording Fees  
per G.C. 27383

Re: APNs 047-230-049, 047-230-050, 047-230-051,  
047-230-052 and 047-240-033

**DEFERRED IMPROVEMENT AGREEMENT FOR SANITARY SEWER  
IMPROVEMENTS**

This Agreement is made and entered into this 7th day of August, 2013, by and between the NAPA SANITATION DISTRICT, a California special district (hereinafter the "District"), and STANLY RANCH VINEYARDS, LLC, a California limited liability company and Bridgeview Land, LLC, a California limited liability company (hereinafter collectively "Developer").

RECITALS

A. Developer owns certain real property located in the County of Napa, State of California, commonly referred to as Assessor's Parcel No(s). 047-230-049, 047-230-050, 047-230-051, 047-230-052, and 047-240-033. The parcels are part of a development project commonly referred to as Stanly Ranch and is hereinafter referred to as the "Subject Property".

B. The Subject Property has been annexed into the boundaries of the Napa Sanitation District.

C. Conditions of annexation require the Developer to install a sanitary sewer main. The sanitary sewer main will be constructed as part of a previous phase. The conditions require the connection to the District's existing 66-inch sewer trunk main, however the connection to the existing sewer trunk main will not be made as part of the previous phase. In the future, the Developer will install a connection of the new sanitary sewer main to the District's existing 66-inch sewer trunk main (hereinafter the "Sanitary Sewer Improvements"). Exhibit A, attached hereto and incorporated herein by reference, indicates the approximate limits of the future Sanitary Sewer Improvements. Developer shall be responsible for the cost of designing and constructing the Sanitary Sewer Improvements when requested by the District as outlined in Section 2 below.

D. District requires Developer to enter into this Agreement to insure that the Sanitary Sewer Improvements shall be designed and constructed by Developer pursuant to the terms hereof. District also requires Developer to obtain all necessary permits for access and construction of the Sanitary Sewer Improvements.

E. Upon demand by the District, in accordance with the District's standards then in effect, under the terms and conditions set forth herein, Developer shall design and construct the Sanitary Sewer Improvements as outlined in Section C above.

F. Developer is willing to enter into this Agreement to design and construct the Sanitary Sewer Improvements at a later date under the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, BE IT AGREED as follows:

1. IMPROVEMENTS TO BE CONSTRUCTED Developer agrees to design and construct or cause to be constructed the Sanitary Sewer Improvements as outlined in Section C above. The Sanitary Sewer Improvements shall conform to all applicable local, state and federal laws, and standards in effect at the time of construction, and shall be completed in a manner satisfactory to the District's General-Manager.

2. TIME OF CONSTRUCTION Developer shall design and construct or cause to be constructed the Sanitary Sewer Improvements within the time set forth in a written demand from District's General-Manager or his or her duly authorized representative, who shall have the sole and exclusive right and power to determine the date at which construction of the Sanitary Sewer Improvements shall commence and be completed; provided however, that the Developer shall be given at least 240 days after notification to complete the work.

3. COST OF CONSTRUCTION The Sanitary Sewer Improvements shall be designed and constructed at the sole cost and expense of Developer, and Developer shall pay such connection, inspection, and other fees as shall at the time be required by any ordinance and resolutions of the District, the City of Napa or the County of Napa.

4. APPROVAL BY THE DISTRICT All work required under this Agreement shall be subject to inspection by the District and shall not be deemed complete nor accepted until the District has indicated in writing that the Sanitary Sewer Improvements has been completed in a satisfactory manner and in accord with all applicable local, state, and federal standards then in effect.

5. BONDS Developer will be required, at the time that District notifies Developer it is to construct the Sanitary Sewer Improvements as specified in paragraph 2, above, and at the sole discretion of District, to enter into an Improvement Agreement with the District for the construction of the Sanitary Sewer Improvements. The Improvement Agreement will require the Developer to execute and deliver to District a faithful performance bond and a payment bond in an amount, not to exceed the then cost of constructing and installing the Sanitary Sewer Improvements, and form acceptable to District to be released by District upon completion of the Sanitary Sewer Improvements and payment of all persons furnishing labor and materials in the construction of the Sanitary Sewer Improvements. The Improvement Agreement will establish the conditions of maintenance and acceptance of the Sanitary Sewer Improvements by the Developer and the District.

6. DEVELOPER'S WARRANTY The undersigned warrants to District that Developer is the sole titleholder and lease holder to the Subject Property, and the signatory is authorized to execute this Agreement on behalf of the Developer.

7. HOLD HARMLESS Developer shall hold harmless and, upon request, promptly and fully protect, defend and indemnify District and its officers, agents, and employees from any liability or claims, including any actions at law or equity, for personal injury, including death, to any person or damage to any property arising out of the acts or omissions of Developer or of any officer, agent or employee of Developer or any contractor or subcontractor of Developer during (i) the construction or subsequent use of the Sanitary Sewer Improvements or (ii) caused in whole or in part by any activity authorized or required by this Agreement, including those matters arising out of the deferment of permanent facilities, or the adequacy, safety, use or non-use of temporary facilities, or the performance or nonperformance of the work. This obligation shall apply regardless of whether or not District or its officers, agents or employees shall have prepared, supplied, or approved of any plans or specifications for the Sanitary Sewer Improvements, and regardless of whether or not insurance policies may be determined to be applicable to any such damages or claims for damages.

8. DEFAULT Developer shall be deemed to be in default of this Agreement if Developer or any officer, agent or employee of Developer fails to comply with any of the provisions of this Agreement and to remedy such failure within ten (10) calendar days of receipt of written notice from District specifying the nature of such failure. The determination as to whether such default has occurred shall be made by the District General-Manager.

If the default relates to a failure of Developer to complete the Sanitary Sewer Improvements in accordance with the terms of this Agreement, District may, after first giving the Developer at least ten (10) days prior written notice of its intent to do so, elect to construct or arrange for the construction of the Sanitary Sewer Improvements on behalf of and at the expense of Developer. Should District elect this option, District shall be entitled to recover from Developer the actual cost to District of completing the Sanitary Sewer Improvements, plus an administrative fee of 5% of the actual cost. District shall make a written demand for such costs and fee on or after the time the Sanitary Sewer Improvements is accepted as complete. In the event Developer fails to pay the costs and fee so demanded within ten (10) days of receipt of the demand, the amount of the costs and fee shall become a personal obligation of the Developer and a lien against the Subject Property. District may enforce such a lien by judicial foreclosure or any other proceeding authorized by law. If the Subject Property is subdivided at the time the lien is imposed, the amount of the lien shall be divided proportionately among the various parcels.

9. ATTORNEY FEES Should it become necessary for either party hereto to institute legal action against the other to enforce any part of this Agreement or any lien arising thereunder, all reasonable costs and expenses incurred by the prevailing party in successfully enforcing this Agreement or lien shall be paid by the non-prevailing party, including reasonable attorney fees. All such costs, expenses and fees shall be taxed as costs and included in any judgment rendered, and may also become a lien on the Subject Property.

10. AGREEMENT BINDING ON SUCCESSORS IN INTEREST The provisions of this Agreement are for the benefit of the Subject Property as well as for the protection of the health, safety, and welfare of the residents of the District. For this reason, such provisions are intended to bind, and shall bind the heirs, executors, administrators, grantees and any other assignees or successors in interest of the Developer; and any burden imposed by such provisions shall run with the Subject Property.

11. RECORDATION Immediately following execution, this Agreement shall be recorded by District in the Official Records of the County Recorder of the County of Napa.

12. NOTICES All notices given by District to Developer pursuant to Paragraphs 3 and 11 of this Agreement shall be by personal service or sent by certified or registered mail, return receipt requested, with delivery restricted to addressee only. The date of delivery on the return receipt shall be conclusive upon all parties to this Agreement. All other notices, demands, requests, consents, approvals or communications that either party desires or is required by this Agreement to give to the other shall be in writing and either served personally or sent by prepaid, first-class mail. Notice mailed in this manner shall be conclusively deemed communicated within forty-eight (48) hours from time of mailing. Either party may change its address by notifying the other party in writing. Until notification of such change has been received, all notices sent under this Paragraph shall be addressed as follows:

Developer: Stanly Ranch Vineyards, LLC  
Attn: Mark Couchman  
855 Bordeaux Way, Suite 100  
Napa, CA 94558

Bridgeview Land, LLC  
Attn: Mark Couchman  
855 Bordeaux Way, Suite 100  
Napa, CA 94558

Napa Sanitation District: Napa Sanitation District  
P. O. Box 2480  
Napa, CA 94558

13. INTERPRETATION The parties agree that they have carefully reviewed this Agreement, have consulted independent counsel if they saw fit or have independently elected not to do so. The doctrine that any ambiguities in a contract are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. This Agreement shall be interpreted and construed according to the domestic laws of the State of California, without regard to the choice of law doctrine.

14. SEVERABILITY If any part, term, or provision of this Agreement is held by any court to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

15. MODIFICATION This Agreement may be modified or amended only with the prior written consent of the parties, or their successors in interest. Such modifications and amendments shall be executed with the same formality as this Agreement, shall be recorded, and shall be interpreted as provided in this Agreement.

16. EFFECTIVE DATE This Agreement shall become effective on the date of execution, which shall be deemed to be the date first written above.

17. QUITCLAIM DEED Upon performance of Developer's obligations under this Agreement, District agrees, if requested by Developer, to execute, acknowledge and deliver a

quitclaim deed to Developer within thirty (30) days after performance and to execute, acknowledge and deliver any other documents required by any title company to remove the cloud of this Agreement from the title to the Subject Property.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the date hereinafter indicated.

Developer:

STANLY RANCH VINEYARDS, LLC

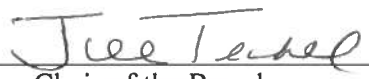
By:   
Mark Couchman  
Manager

BRIDGEVIEW LAND, LLC

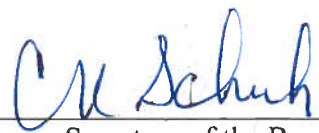
By:   
Mark Couchman  
Manager

Napa Sanitation District

NAPA SANITATION DISTRICT, a  
California Special District


By:   
Chair of the Board *JILL TECHEL*

ATTEST:

  
Secretary of the Board

APPROVED AS TO FORM:

2113685.1



District Legal Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

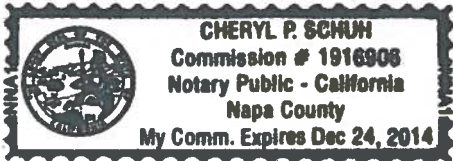
CIVIL CODE § 1189

State of California

County of Napa

On August 7, 2013 before me, Cheryl P. Schuh, Notary Public

personally appeared Jill Techel



CHERYL P. SCHUH  
# 1916906  
NAPA, CO  
12/24/14

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: Cheryl P. Schuh

Place Notary Seal Above

Signature of Notary Public

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: Deferred Improvement Agreement for Sanitary Sewer Improvements

Document Date: August 7, 2013 Number of Pages: 7

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

Capacity(ies) Claimed by Signer(s)

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

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



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

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

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



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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Napa

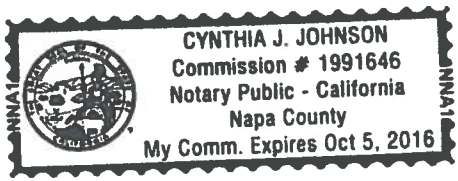
On 8/1/13 before me, Cynthia J. Johnson, Notary Public

personally appeared Mark E. Couchman

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: Cynthia J. Johnson

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.

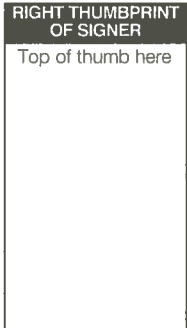
Description of Attached Document

Title or Type of Document: Deferred Improvement Agreement For Sanitary Sewer Improvements  
Document Date: August 7, 2013 Number of Pages: 6

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

Capacity(ies) Claimed by Signer(s)

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



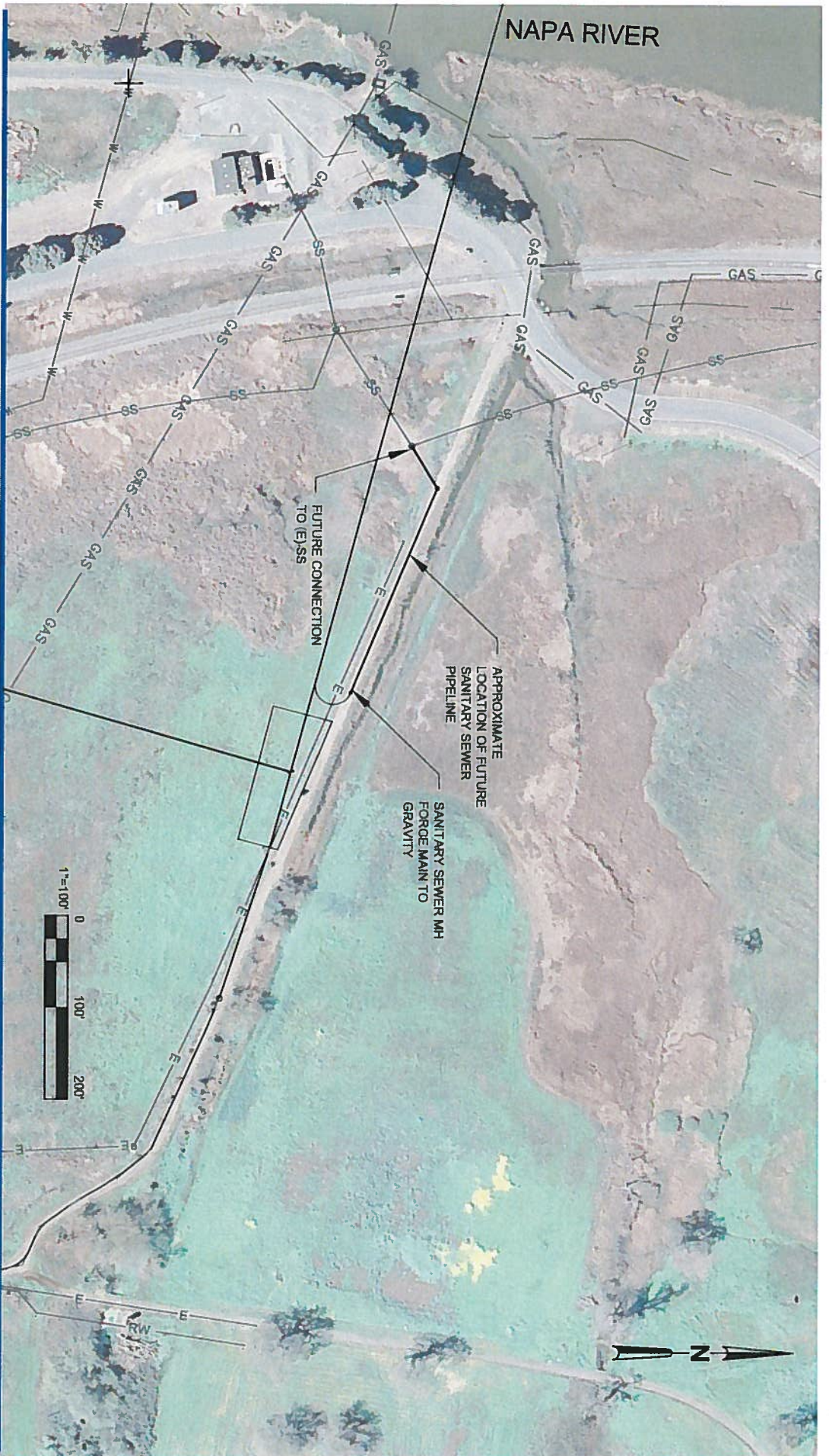
Signer Is Representing: \_\_\_\_\_

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



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





File Path: I:\August 2013 - 8 28 AM  
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STANLEY RANCH VINEYARD, LLC  
 STANLEY RANCH PHASE 1 HDD PIPELINE PROJECT  
 EXHIBIT A  
 DEFERRED IMPROVEMENT AGREEMENT FOR  
 SANITARY SEWER - STANLEY RANCH VINEYARDS

2225 Mercury Way, Suite 150 Santa Rosa California 95407 USA T 1 707 523 1010 F 1 707 527 8879 W www.ghd.com

Job Number 12198  
 Revision  
 Date 08/01/2013

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 BY: *[Signature]*