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**MAINLINE EXTENSION CONTRACT**  
**LAKE COUNTY SANITATION DISTRICT**

7           This AGREEMENT made and entered on \_\_\_\_\_, 20\_\_\_\_\_,  
8 by and between the Lake County Sanitation District, hereinafter referred to as  
9 “DISTRICT”, and the parties named and listed below in Paragraph 1, hereof and  
10 hereinafter referred to collectively as “OWNER”.

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12           WHEREAS, OWNER of the property located at Assessor’s Parcel No. 039-570-  
13 180, being a “Portion of the N ½ of Section 21 T 13 N, R 7 W, has constructed an 8”  
14 sewer mainline extension to now serve Assessor’s Parcel Number 010-026-400, also  
15 known as Parcel 1 and Parcel 2, of that certain parcel map filed in the office of the  
16 County Recorder of said Lake County on May 8, 1979, in Book 16 of Parcel Maps at  
17 Page 40, home of the “Burns Valley Development Project”; and

18           WHEREAS, OWNER wishes to provide public sewer for the future development on  
19 Assessor’s Parcel No. 010-026-400, inclusive with public sewer service located within  
20 the boundaries of the Lake County Sanitation District; and

21           NOW, THEREFORE, this Agreement is entered into based upon those  
22 affirmations, terms and conditions as follows:

23           1. OWNER affirms that the following is a full and accurate list of all parties  
24 participating in the financing of the facilities herein concerned:

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26           OWNER:     CITY OF CLEARLAKE  
27                        14050 OLYMPIC DRIVE  
28                        CLEARLAKE, CA 95422  
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3       2. The facilities to be constructed by OWNER will serve with public sewer  
4 Assessor's Parcel Number 039-570-180 and also Assessor's Parcel Number 010-026-  
5 400, also known as Parcel 1 and Parcel 2, as shown on Book 39, Page 570 and Book  
6 10, Page 026, of Assessor's Parcel Maps, located within the boundaries of the Lake  
7 County Sanitation District as shown in Exhibit "A" and Exhibit "B" attached hereto  
8 and incorporated herein by this reference.

9       3. The DISTRICT will not provide or be responsible for any material, labor or  
10 equipment cost.

11       4. OWNER affirms that OWNER has examined and is familiar with, and agrees  
12 to construct a sewerline extension to serve said properties in accordance with all  
13 terms and requirements of relevant water and sewer laws, regulations, and design and  
14 construction standards of DISTRICT and all amendments thereto.

15       5. The OWNER affirms that those persons named and listed in Paragraph 1  
16 hereof as OWNER and entering into this Agreement collectively as OWNER are all  
17 those persons who are owners, builders and installers participating in the financing of  
18 said facilities, and DISTRICT in entering into this Agreement is relying upon such  
19 affirmations and OWNER, joint and severally, will hold DISTRICT harmless and  
20 defend DISTRICT from any claim by persons not revealed by OWNER and not  
21 named and listed herein.

22       6. The OWNER will provide at his cost all materials, all labor and all equipment  
23 needed to complete the project.

24       7. It is specifically understood and agreed that wherever regulations of  
25 DISTRICT are referred to in this Agreement, it is the intent of the parties that such  
26 reference shall mean all laws, ordinances and regulations pertaining to DISTRICT  
27 and in effect at the time of construction and any and all amendments to or revisions  
28 thereof occurring during the life of this Agreement.

29       8. This Agreement shall not be assignable. Any attempt at assignment of rights  
30 under this Agreement shall be void without DISTRICT's written permission.

31       9. OWNER further understands that this mainline extension may be granted at the  
32 discretion of the Board of Directors.

1           10. OWNER shall indemnify and defend DISTRICT, the County of Lake,  
2 (County), and their officers, employees, and agents against and hold them harmless  
3 from any and all claims, losses, damages, and liability for damages, including  
4 attorney's fees and other costs of defense incurred by DISTRICT or County, whether  
5 for damage to or loss of property, or injury to or death of person, including properties  
6 of DISTRICT or County, and injury to or death of County officials, employees or  
7 agents, arising out of, or alleged to arise out of, or resulting from or in any way  
8 connected with OWNER'S operations hereunder or the performance of the work  
9 described herein, unless such damage, loss, injury or death is caused solely by the  
10 negligence of DISTRICT or County.

11           11. This Agreement may only be modified by a written amendment hereto,  
12 executed by both parties, however, matters concerning scope of services which do not  
13 affect the agreed price may be modified by mutual written consent of OWNER and  
14 DISTRICT executed by Special Districts Administrator.

15           12. If any action at law or in equity is necessary to enforce or interpret the terms  
16 of this agreement, the prevailing party shall be entitled to reasonable attorney's fees,  
17 costs, and necessary disbursements in addition to any other relief to which such party  
18 may be entitled.

19           13. OWNER agrees to submit, in triplicate, plans and specifications for review  
20 and approval by the DISTRICT Engineer prior to construction. Upon approval of  
21 plans and specifications, OWNER shall arrange a pre-construction meeting with the  
22 DISTRICT Engineer prior to commencing work.

23           14. OWNER agrees to pay all inspection fees to DISTRICT within thirty (30)  
24 days upon receipt of billing from DISTRICT.

25           15. OWNER further agrees to complete construction within one year after this  
26 agreement is approved, unless extended in writing by the Special Districts  
27 Administrator.

28           16. OWNER agrees to apply for all pertinent permits required to commence  
29 said project.

30           17. OWNER further agrees to submit "as-built" mylar or sepia maps stamped by  
31 a licensed civil engineer to DISTRICT upon receiving final inspection of said  
32 extension. The "as-built" maps are to include the location data of any new manholes,

(XYZ plus flow line and invert, using RTK GPS technology to an accuracy of plus/minus three centimeters). The acceptable projection is Lambert Conformal Conic. Datum: NAD 83 NAVD 88. Projected Coordinate System: State Plane California Zone 2. Units: US Survey Feet.

18. OWNER agrees to convey said facilities to DISTRICT in fee and also agrees to convey to DISTRICT an easement to maintain, repair and reconstruct said facilities. Said conveyance shall be a separate document from this Agreement. The failure to convey said facilities in fee and an easement to maintain, repair and reconstruct said facilities shall render this Agreement null and void and of no force and effect.

19. The parties hereto specifically understand and agree to use the reimbursement procedure set forth in Section 511 and 705(B) of Article V of Appendix A of the Lake County Code. Accordingly, parties hereto specifically understand and agree that the total and only amount of reimbursement to which OWNER shall be eligible under this Agreement for the construction of the facilities described herein shall be those costs recoverable pursuant to Sections 511 and 705(B) of Article V of Appendix A of the Lake County Code. Said costs shall not exceed the sum of one-half the cost of constructing and installing the sewerline. Reimbursement shall be made directly to DISTRICT. DISTRICT shall reimburse OWNER.


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Executed at Lakeport, California, on the day and year first written above.

LAKE COUNTY  
SANITATION DISTRICT

OWNER

Jessica Pyska, Chair  
Board of Directors

  
Alan Flora, City Manager  
City of Clearlake

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ATTEST:  
Susan Parker  
Clerk of the Board

By: \_\_\_\_\_

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By:  \_\_\_\_\_

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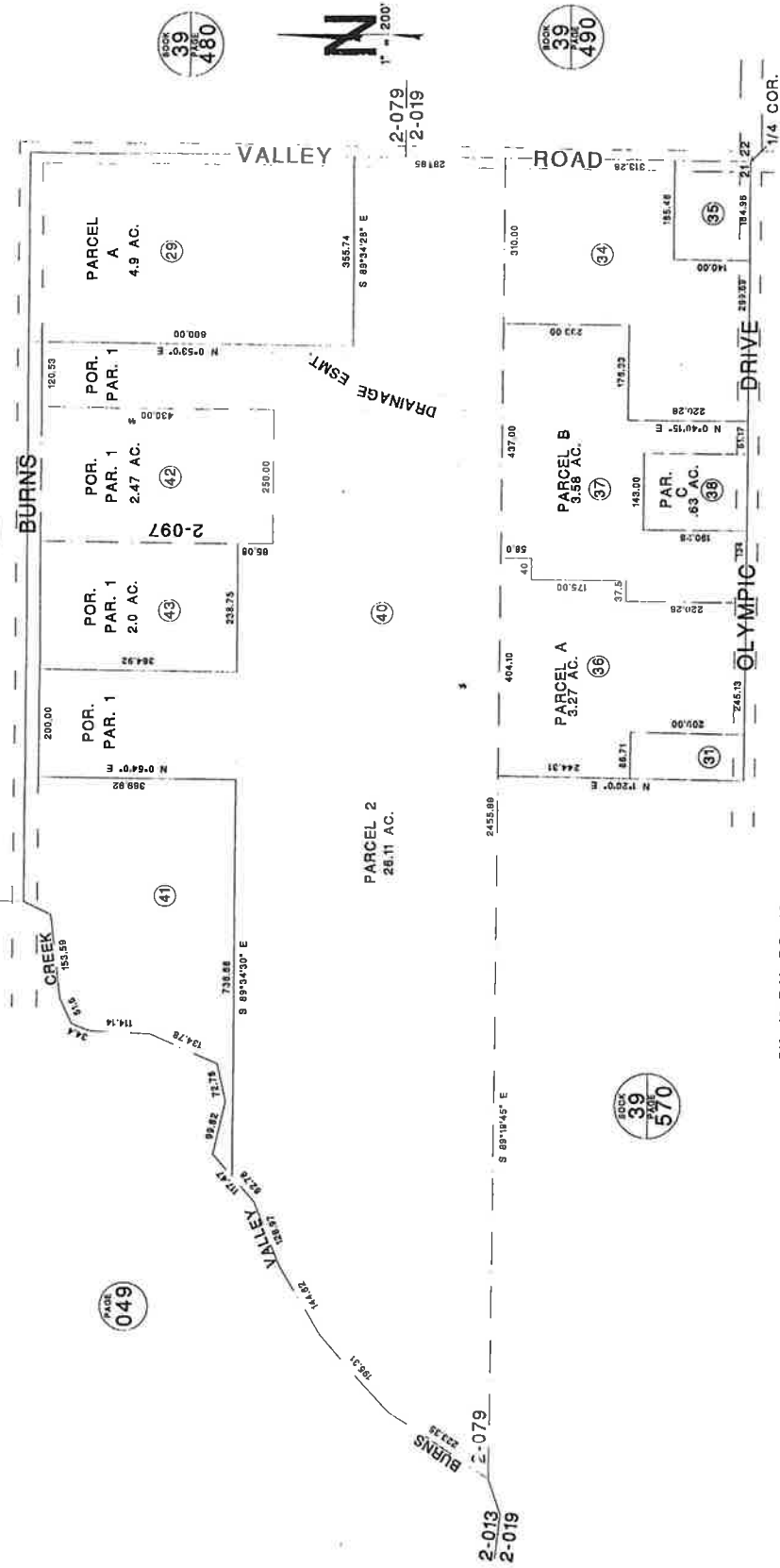
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T.H.A. 10-026

2-019  
2-079  
2-097



BK. 16 P.M. PG. 40  
BK. 19 P.M. PGS. 14,15  
BK. 26 P.M. PG. 28

**ASSESSOR'S CADASTRAL MAP  
LAKE COUNTY, CALIFORNIA**

REVISED	1. THIS MAP WAS PREPARED FOR
DATE: 11/11/2011	ASSESSMENT PURPOSES ONLY.
BY: TERRY L. HALL, CLERK	2. NO LIABILITY IS ASSUMED FOR
DATE: 11/11/2011	ACCURACY OF THE DATA SHOWN
	3. ASSESSOR'S PARCELS MAY NOT
	COMPLY WITH LOCAL LOT-SPLIT
	OR BUILDING SITE ORDINANCES.

Exhibit "B"





39-570

T.R.A.  
2-019  
2-075

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSES ONLY.  
NO LIABILITY IS ASSUMED FOR  
THE ACCURACY OF THE DATA  
DELINEATED HEREON.

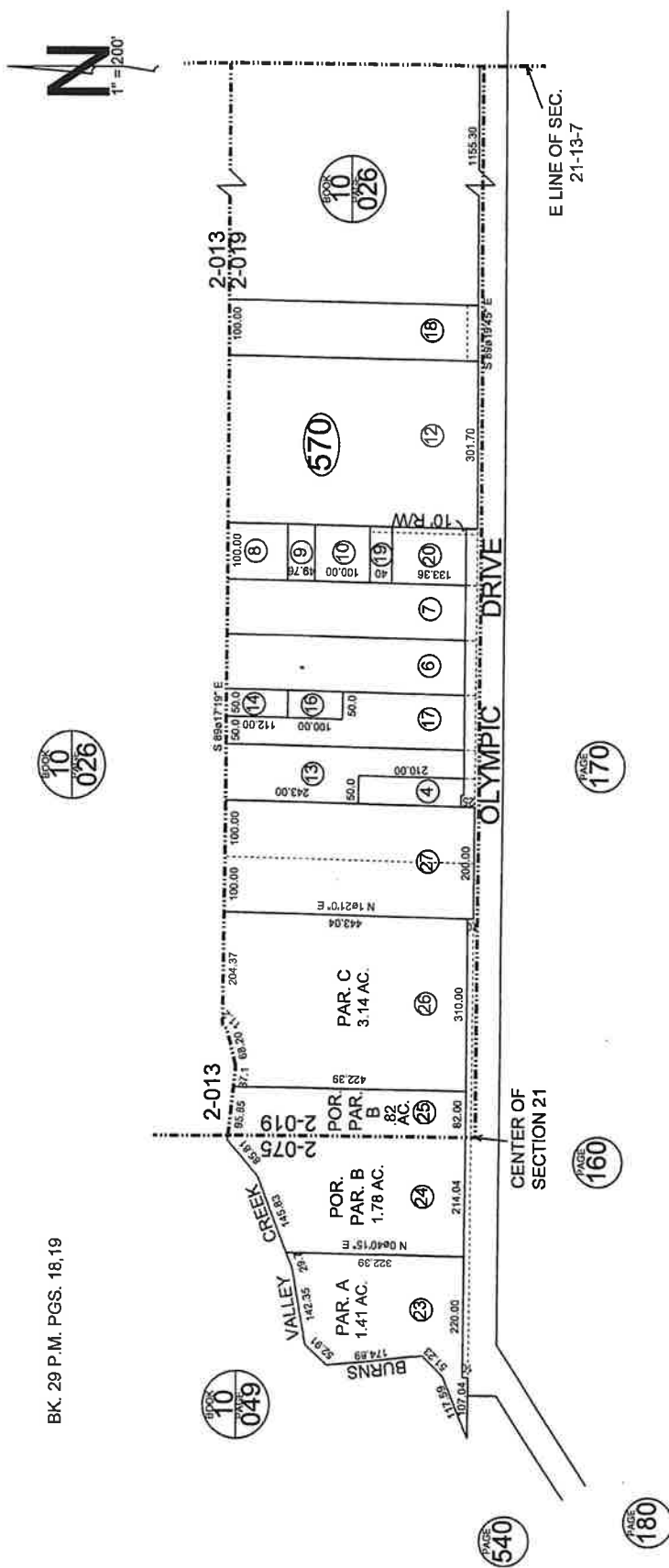


Exhibit "A"

