

1 sewer service located within the boundaries of the Lake County Sanitation District
2 described in Exhibit “A” attached hereto and incorporated herein by this reference.

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

5 4. OWNER affirms that OWNER has examined and is familiar with and agrees to
6 construct a sewerline extension to serve said property in accordance with all terms
7 and requirements of relevant water and sewer laws, regulations, and design and
8 construction standards of DISTRICT and all amendments thereto.

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

16 6. The OWNER will provide at its cost all materials, all labor, and all equipment
17 needed to complete the project.

18 7. It is specifically understood and agreed that wherever regulations of
19 DISTRICT are referred to in this Agreement, it is the intent of the parties that such
20 reference shall mean all laws, ordinances, policies, and regulations pertaining to
21 DISTRICT and in effect at the time of construction and all amendments to or
22 revisions thereof occurring during the life of this Agreement.

23 8. This Agreement shall not be assignable. Any attempt at assignment of rights
24 under this Agreement shall be void without DISTRICT’s written permission.

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

27 10. OWNER shall indemnify and defend DISTRICT, the County of Lake,
28 (County), the Lake County Sanitation District, and their officers, employees, and
29 agents against and hold them harmless from any and all claims, losses,
30 damages, and liability for damages, including attorney’s fees and other costs of
31 defense incurred by DISTRICT or County, whether for damage to or loss of property,
32 or injury to or death of person, including properties of DISTRICT or County, and
injury to or death of County officials, employees or

1 agents, arising out of, or alleged to arise out of, or resulting from or in any way
2 connected with OWNER’S negligent performance of the work described herein,
3 except to the extent such damage, loss, injury or death is caused by the negligence
4 of DISTRICT or County.

5 11. OWNER agrees to provide Contractor’s insurance per Exhibit B of this
6 agreement and list the County of Lake, the Lake County Sanitation District, and the
7 Lake County Special Districts as an additional insured.

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

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

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

20 15. OWNER agrees to pay all inspection fees to DISTRICT within thirty (30)
21 days upon receipt of billing from DISTRICT.

22 16. OWNER further agrees to complete construction within one year after this
23 Agreement is approved, unless extended in writing by the Lake County
24 Special Districts Administrator.

25 17. OWNER agrees to apply for and obtain all pertinent permits required to
26 commence said project and provide copies of them to Lake County Special Districts
27 prior to beginning any work.

28 18. OWNER agrees to provide Performance and Payment Bonds complying with
29 the Bond Templates attached to this Agreement (Exhibits C and D).

30 19. OWNER further agrees to submit “as-built” mylar maps stamped by a
31 licensed civil engineer to DISTRICT upon receiving final inspection of said
32 extension. The “as-built” maps shall 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

1 Conic. Datum: NAD 83 NAVD 88. Projected Coordinate System: State Plane
2 California Zone 2. Units: US Survey Feet.

3 20. OWNER agrees to convey said facilities to DISTRICT in fee and also agrees
4 to convey to DISTRICT an easement to maintain, repair and reconstruct said
5 facilities. Said conveyance shall be a separate document from this Agreement. The
6 failure to convey said facilities in fee and an easement to maintain, repair and
7 reconstruct said facilities shall render this Agreement null and void and of no force
8 and effect. Full conveyance and easements shall be recorded and provided to Lake
9 County Special Districts within 14 calendar days from construction completion and
10 final acceptance by the DISTRICT.

11 21. The parties hereto specifically understand and agree, to the extent
12 applicable, to comply with the reimbursement procedure set forth in Section 511
13 and 705(B) of Article VII of Appendix A of the Lake County Code.
14 Accordingly, parties hereto specifically understand and agree that the total and
15 only amount of reimbursement to which OWNER shall be eligible under this
16 Agreement for the construction of the facilities described herein shall be those
17 costs recoverable pursuant to Sections 511 and 705(B) of Article V of Appendix
18 A of the Lake County Code. Said costs shall not exceed the sum of one-half the
19 cost of constructing and installing the sewerline.

20 22. This Agreement may be terminated by mutual consent of the parties or by
21 the DISTRICT for any or no reason upon thirty (30) days written notice to OWNER.

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

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3 LAKE COUNTY SANITATION DISTRICT OWNER

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7 _____
8 Chair, Board of Directors


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11 _____
12 Owner: Clearlake GIC, LP
13 By: Cheri Hoffman, Authorized Signer

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21 ATTEST: Susan Parker
22 Clerk of the Board

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26 By: _____

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