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2 **MAINLINE EXTENSION CONTRACT**  
3 **LAKE COUNTY SANITATION DISTRICT**  
4

5 This AGREEMENT made and entered into this \_\_\_\_\_ day of  
6 \_\_\_\_\_, 2017, by and between the Lake County Sanitation District,  
7  
8 hereinafter referred to as "DISTRICT", and the parties named and listed in Paragraph  
9 1, hereof and hereinafter referred to collectively as "OWNER".  
10

11 WHEREAS, OWNER wishes to extend a sewer mainline to serve Assessor's  
12 Parcel No.024-231-120, also known as Lot 86, of that certain map entitled, "Nichols  
13 and Kugelman's Addition, filed in the office of the County Recorder of said Lake  
14 County on February 25, 1876, in Book 1 of Town Maps at Page(s) 47 with public  
15 sewer service located within the boundaries of the Lake County Sanitation District;  
16 and

17 WHEREAS, the Sewer Use Ordinance sets forth a procedure for the making of  
18 certain reimbursements to persons who install qualifying sewers or other facilities and  
19 who enter into reimbursement agreements; and

20 WHEREAS, the parties hereto desire to use the reimbursement procedure  
21 mentioned above.

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

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

26  
27 OWNER: William R. Stone  
28 7070 Old Highway 53  
Clearlake, CA. 95422

Alvaro Valencia  
7070 Old Highway 53  
Clearlake, CA. 95422

2. The facilities to be constructed by OWNER will serve with public sewer Assessor's Parcel No.024-231-120, also known as Lot 86, of that certain map entitled, "Nichols and Kugelman's Addition, filed in the office of the County Recorder of said Lake County on February 25, 1876, in Book 1 of Town Maps at Page(s) 47 with public sewer service located within the boundaries of the Lake County Sanitation District described in Exhibit "A" attached hereto and incorporated herein by this reference.

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

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

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

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

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

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

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

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

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

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

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

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

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2  
3 15. OWNER further agrees to complete construction within one year after this  
4 agreement is approved, unless extended in writing by the Special Districts  
5 Administrator.

6 16. OWNER agrees to apply for all pertinent permits required to commence said  
7 project.

8 17. OWNER further agrees to submit Record Drawings on mylar stamped by a  
9 licensed civil engineer to DISTRICT upon receiving final inspection of said  
10 extension. The Record Drawings are to include the location data of any new  
11 manholes, (XYZ plus flow line and invert, using RTK GPS technology to an accuracy  
12 of plus/minus three centimeters). The acceptable projection is Lambert Conformal  
13 Conic. Datum: NAD 83 NAVD 88. Projected Coordinate System: State Plane  
14 California Zone 2. Units: US Survey Feet. OWNER further agrees to submit  
15 electronic copies of the Record Drawings in an Adobe PDF format at a 1:1 scale.

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

22 19. The parties hereto specifically understand and agree to use the reimbursement  
23 procedure set forth in Section 511 and 705(B) of Article V of Appendix A of the Lake  
24 County Code. Accordingly, parties hereto specifically understand and agree that the  
25 total and only amount of reimbursement to which OWNER shall be eligible under this  
26 Agreement for the construction of the facilities described herein shall be those costs  
27 recoverable pursuant to Sections 511 and 705(B) of Article V of Appendix A of the  
28 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

Chair, Board of Directors

William R. Stone

Alvaro Valencia

ATTEST:      CAROL J. HUCHINGSON  
Clerk of the Board

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

APPROVED AS TO FORM: ANITA L. GRANT  
County Counsel

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

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Nichols and Kugelmann's Add to Lower Lake  
plus adjacent parcels

T.R.A.  
60-003  
60-007

24-230

