

1  
2  
3  
4  
5  
6

**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 in Paragraph 1, hereof and hereinafter  
10 referred to collectively as “OWNER”.

11           WHEREAS, OWNER wishes to extend a sewer mainline to serve Assessor’s  
12 Parcel No. 004-021-350, also known as Lot 16 and Lot 17 as shown on that certain  
13 map entitled “Edmand’s Reclaimed Land CO. Subdivision”, filed in the office of the  
14 County Recorder of said Lake County on May 12, 1925, in Book 4 of Town Maps at  
15 Pages 52 to 56, inclusive with public sewer service located within the boundaries of  
16 the Lake County Sanitation District; 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:     USA IN TRUST  
28                       C/O ROBINSON RANCHERIA OF POMO INDIANS  
29                       PO BOX 428  
30                       NICE, CA 95464  
31

1  
2  
3       2. The facilities to be constructed by OWNER will serve with public sewer  
4 Assessor's Parcel No. 004-021-350, also known as Lot 16 and Lot 17 as shown on  
5 that certain map entitled "Edmand's Reclaimed Land Co. Subdivision" filed in the  
6 office of the County Recorder of said Lake County on May 12, 1925, in Book 4 of  
7 Town Maps at Pages 52 to 56, inclusive with public sewer service located within the  
8 boundaries of the Lake County Sanitation District described in Exhibit "A" attached  
9 hereto and incorporated herein by this reference.

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

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

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

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

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

30       8. This Agreement shall not be assignable. Any attempt at assignment of rights  
31 under this Agreement shall be void without DISTRICT's written permission.  
32

1  
2  
3 9. OWNER further understands that this mainline extension may be granted at the  
4 discretion of the Board of Directors.

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

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

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

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

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

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



1  
2  
3  
4 16. OWNER agrees to apply for all pertinent permits required to commence said  
5 project.

6 17. OWNER further agrees to submit “as-built” mylar or sepia maps stamped by  
7 a licensed civil engineer to DISTRICT upon receiving final inspection of said  
8 extension. The “as-built” maps are to include the location data of any new manholes,  
9 (XYZ plus flow line and invert, using RTK GPS technology to an accuracy of  
10 plus/minus three centimeters). The acceptable projection is Lambert Conformal  
11 Conic. Datum: NAD 83 NAVD 88. Projected Coordinate System: State Plane  
12 California Zone 2. Units: US Survey Feet.

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

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

28 ///

29 ///

30 ///

1     ///

2  
3  
4     Executed at Lakeport, California, on the day and year first written above.

5  
6     LAKE COUNTY SANITATION DISTRICT     OWNER

7  
8  
9  
10     \_\_\_\_\_  
11     Chair, Board of Directors

12  
13  
14  
15      \_\_\_\_\_  
16     VICE Tribal Chairman,  
17     Robinson Rancheria

18  
19  
20     ATTEST:     Carol Huchingson  
21                   Clerk of the Board

22  
23  
24     By: \_\_\_\_\_

25     APPROVED AS TO FORM: ANITA L. GRANT  
26                   County Counsel

27  
28  
29  
30     By:  \_\_\_\_\_

31  
32  
33     ///

34  
35     ///

36  
37     ///

38  
39     ///

1

///

# Exhibit "A"

## N1/2 OF SEC. 20 T 15 N R 9 W "EDMAND'S RECLAIMED LAND CO. SUBDIVISION"

4-02i

T.R.A.  
68-008  
68-025  
68-029  
68-030  
68-032  
68-033  
68-034

