

RECORD AT NO FEE PER  
GOVERNMENT CODE § 6103

RECORD AT THE REQUEST OF:  
Sonoma County Water Agency  
404 Aviation Boulevard  
Santa Rosa, California 95403

WHEN RECORDED RETURN TO:  
Engineering Division  
Permit and Resource Management Department  
2550 Ventura Avenue  
Santa Rosa, California 95403

### **OUTSIDE SERVICE AREA AGREEMENT**

This agreement (Agreement) is by and between the Sonoma Valley County Sanitation District, (District) and John E. Gibbons, Trustee of the 2005 John E. Gibbons Revocable Trust (Owner), of Assessor Parcel Number (APN) 128-311-049 located at 20581 Palmer Ave, Sonoma, California (Parcel).

### **RECITALS**

- A. Parcel is currently served by an existing septic system which shall be abandoned upon sewer connection. The applicant has requested an Outside Service Area Agreement, hereinafter "Agreement" for public sewer service for the existing single family residence on Parcel; and
- B. Sonoma County Permit and Resource Management Department (PRMD) Comprehensive Planning Division staff has determined that the Parcel is located outside the District boundary and is not entitled to connect to, or use of, District facilities; and
- C. PRMD Comprehensive Planning Division staff has further determined that the Parcel is located outside the District's Urban Service Area boundary as shown on the Sonoma County 2020 General Plan Land Use Map and outside of the Sonoma Valley County Sanitation District (SVCS) boundary and the City Sphere of Influence; and
- D. PRMD Comprehensive Planning Division staff has determined that the Parcel is located inside the District's 2009 amended and expanded Sphere of Influence, and that extension of public sewer service to the Parcel is subject to the provisions of the Sonoma County 2020 General Plan and Land Use Policy L.U.-2011; and
- E. PRMD Comprehensive Planning Division staff has further determined that this Agreement is consistent with the policies of the Sonoma County 2020 General Plan and Land Use Policy L.U.-2011, for connection of the existing legally-established uses. This agreement does not authorize service for additional buildings or expanded development on the Parcel beyond stated here; and

- F. PRMD staff has determined that the Parcel is not located in the service area of any city or other district having the ability to provide public sewer service to the Parcel; and
- G. Sonoma County Water Agency (Sonoma Water) operates the District under contract with the District. References to District employees are understood to be Sonoma Water employees acting on behalf of the District; and
- H. District has determined that there is currently adequate capacity available in the District's sewerage facilities, the sewage treatment facilities, and the treated effluent disposal system, to accommodate the 1.00 Equivalent Single-Family Dwelling (ESD) billing units to be allowed for the subject Parcel; and
- I. Owner has stated and PRMD has confirmed that the Parcel is not currently subject to, and will not be subject to subdivision within the duration of this Agreement. Sonoma Water has relied on this representation and the District would not have entered into this Agreement if the Parcel could now, or within the duration of this Agreement be subdivided. Should the Parcel become subdivided, this Agreement shall become null and void; and
- J. The District has determined that a sewer main extension must be constructed in Palmer Avenue, a private roadway, as there is no existing District-owned sewer main located in a District easement, or fee title, or public way which is immediately contiguous to the parcel to be served. The existing road and utility easement is insufficient for the District to accept ownership of the proposed main sewer.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

## **AGREEMENT**

### 1. RECITALS

- 1.1 The above recitals are true and correct.

### 2. TERM OF THE AGREEMENT

- 2.1 This Agreement shall not be effective until such time as Local Agency Formation Commission (LAFCO) has reviewed and approved this Agreement, and this Agreement has been recorded with the Sonoma County Recorder's Office as notice to any future purchasers of, or successors in interest to the Parcel.

### 3. DISTRICT OBLIGATIONS

- 3.1 District agrees to provide public sewer service to the Parcel subject to Owner's compliance with the terms and conditions set forth herein, available capacity of the collection and treatment system, and codes and standards in effect at such time as application is made for a permit to construct a building sewer or public sewer.

#### 4. OWNER'S RESPONSIBILITIES

- 4.1 Owner agrees to comply with Land Use Policy L.U.-2011 and to prepare an application for PRMD's final review, approval, and submittal to LAFCO, for LAFCO's review and approval of this Agreement, and to pay the LAFCO application fee as determined by the LAFCO fee schedule. The District's approval of this Agreement is conditioned upon the review and approval of this Agreement by LAFCO. This Agreement is based upon, and appears to be consistent with the criteria adopted by LAFCO for Outside Service Area Agreements for the Southern Zone of the District.
- 4.2 Owner agrees to accept responsibility to construct private sewer facilities to serve the existing single family residence on the Parcel in accordance with the Sonoma Water "Design and Construction Standards for Sanitation Facilities", District Sanitation Code Ordinance, California Plumbing Code, the policies of the Sonoma County 2020 General Plan and Land Use Policy L.U.-2011, and any other applicable Federal, State, or local laws, ordinances, or regulations, as determined by the Sonoma Water on behalf of the District, and, in accordance with Sonoma Water requirements. The District supplies no assurances regarding the feasibility, access, costs, or engineering requirements to connect the subject parcel to the District's facilities.
- 4.3 Owner agrees to construct a single new 4-inch side sewer connection to Palmer Avenue and a new main sewer within Palmer Avenue, a private roadway. Prior to construction of the main sewer, new easement(s) must be dedicated to the District, overlaying any existing road and utility easement.
- 4.4 Owner agrees to obtain a septic tank destruct permit from PRMD, and destroy the septic tank, prior to connection to the public sewer system.
- 4.5 Owner further agrees to accept all responsibility for the operation, cleaning and clearance of side sewer facilities that will serve the existing single family residence on the Parcel, in accordance with the District Sanitation Code. Owner further agrees to maintain, repair and replace the Owner's private sewer facilities and all plumbing systems in accordance with the District Sanitation Code.
- 4.6 Owner agrees to obtain permits for sewer construction from PRMD, and to pay all fees and costs associated with construction of the private and any public sewer facilities to, and on, the Parcel.
- 4.7 Owner agrees to pay all fees and costs associated with making connection of the Parcel's existing single family residence to the District's sewage collection system, including but not limited to a one-time Sewer Connection Fee and Annual Sewer Service Charges for public sewer service to the Parcel in accordance with District ordinances and requirements applicable to the District, as they currently exist or may be amended, revised or enacted in the future. Owner further agrees that the Sewer Connection Fee to the Parcel shall be limited to a maximum of 1.00 Equivalent Single-family Dwelling (ESD) billing units and Annual Sewer Service Charges to the Parcel

shall be limited to a maximum of 1.00 ESD, unless and until the District determines otherwise, based on District requirements and/or based on adoption of a new billing method by the District in the future. The connection fee and first year of annual sewer service charges shall be paid prior to commencement of wastewater discharge to the District's sewage collection system. Structures to be connected to the sewer shall be limited to the existing single family residence.

- 4.8 Owner agrees to accept all responsibility for restoration of existing conditions including, but not limited to surfacing, landscaping, utilities and other public improvements that have been disturbed due to the construction of sewer piping and appurtenances to the Parcel. The Owner further agrees that restoration shall be completed prior to final acceptance of the sewer piping and appurtenances unless otherwise specifically approved in advance by the Sonoma Water on behalf of the District.
- 4.9 Owner agrees to annex or to support proceedings to annex, or to support proceedings that would lead to annexation of the Parcel to the District, and to waive all rights to protest annexation to the District if such annexation proceedings are commenced.

## 5 TERMINATION

- 5.1 If the Parcel is annexed to the District, this Agreement shall be terminated as a condition of such annexation, and the Parcel shall be subject to all regulations, conditions, and fees as established by District ordinances and codes with respect to public sewer service.
- 5.2 If the Owner does not acquire permits, pay required fees and charges, and construct sewer facilities as required by Article 4 (Owner's Responsibility) within 5 years of LAFCO approval as required by Article 2 (Term of Agreement), this Agreement shall be terminated and the District shall be relieved of Obligations under this agreement.
- 5.3 If the Parcel is subdivided within the duration of this Agreement, or there are any additional structures constructed on the subject parcel for connection to and/or discharge to the District's public sewerage facilities, either directly or indirectly, from any buildings on the subject parcel, other than the existing single family residence, during the time the OSAA is in effect, this Agreement shall become null and void, and the connection to the District's sewage collection system shall be declared to be illegal.

## 6 MISCELLANEOUS PROVISIONS

- 6.1 The Owner of the Parcel shall have rights to repair, remodel or replace the existing structures when the existing structures are connected to the District's sewage collection system, all subject to all applicable planning and building requirements, and providing that any replaced buildings do not exceed 1.0 ESD for sewer service for the Parcel.

- 6.2 Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create, and the parties do not intend to create any rights for third parties.
- 6.3 This writing is intended both as the final expression of this Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 6.4 This Agreement may be executed in multiple counterparts and all counterparts so executed shall constitute a single agreement binding. Original counterpart signature pages may be affixed to an original of this Agreement to create a single, complete agreement. Any counterpart executed by an Owner and/or District and transmitted by electronic transmission shall be treated as an original signature page at the time of receipt. The actual original signature page shall also be mailed to District within ten days of the date of the electronic transmission.
- 6.5 The physical connection of the structures to the sanitary sewer shall not be completed until the Division of Code Enforcement at PRMD verifies that any and all outstanding code violations on the premises have been remedied and that all uses and structures on the premises being served by the sewer are considered legal.
- 6.6 To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 6.7 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns and transferees, and all covenants herein shall apply to and run with the land.

7 INDEMNIFICATION

7.1 Owner agrees to accept all responsibility for loss or damage to any person or entity, including the County of Sonoma (County), District, and the Sonoma Water, and to indemnify, hold harmless, and release the County, District and the Sonoma Water, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Owner, that arise out of, pertain to, or relate to Owners or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement or activities regarding the Project. Owner agrees to provide a complete defense for any claim or action brought against the County, District or the Sonoma Water based upon a claim relating to Owners or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement or activities regarding the Project. Owner's obligations under this provision apply whether or not there is concurrent negligence on the County's, District's or Sonoma Water's part, but to the extent required by law, excluding liability due to the County's, District's or Sonoma Water's conduct. The County, District and Sonoma Water shall have the right to select their legal counsel at Owner's expense, subject to Owner's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Owner or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

**SONOMA VALLEY COUNTY  
SANITATION DISTRICT**

**ATTEST:**

By: \_\_\_\_\_  
Chair of the Board of Directors

By: \_\_\_\_\_  
Clerk of the Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNERS:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John E. Gibbons, Trustee  
Owner

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_