

RECORD AT NO FEE PER
GOVERNMENT CODE § 27383

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, California 95403

OUTSIDE SERVICE AREA AGREEMENT

This agreement (Agreement) is by and between Sonoma County Water Agency, a body corporate and politic of the State of California (Sonoma Water) and George Irwin and Sarah M Irwin, Husband and Wife as Community Property with Right of Survivorship (Owner), of Assessor Parcel Number 047-081-026 located at 845 Palm Avenue, Penngrove, California (Parcel).

RECITALS

- A. The Owner has requested this Outside Service Area Agreement for public sewer service for the existing approximately 1,335 square-foot single-family-dwelling (SFD) which is currently connected to an existing septic system on the Parcel; and
- B. Sonoma Water owns, operates, and manages the Penngrove Sanitation Zone (Zone), which provides public sewer collection service to residents in the unincorporated Penngrove area of Sonoma County; and
- C. Parcel is located outside the Zone's boundary, and outside the Penngrove Urban Service Area boundary, and is not entitled to connect to, or use of, Zone facilities; and
- D. Permit Sonoma 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
- E. Collected sewage is treated by the City of Petaluma pursuant to an agreement between Sonoma Water and the City of Petaluma; and
- F. Mike Treinen, California Registered Environmental Health Specialist #3826, has detailed the existing septic system condition with failed components, which creates a health hazard and, as a septic professional, recommends connection to public sewer; and
- G. Permit Sonoma, Comprehensive Planning Division staff have determined that this Agreement is consistent with the policies of the Sonoma County 2020 General Plan and Land Use Element Goal LU-2, Goal LU-3, Policy LU-3c, Public Facilities and Services Element Policy PF-1e, Policy PF1-f and Policy PF-1g. This Agreement does not authorize

service for additional buildings or expanded development on the Parcel beyond stated here; and

- H. Sonoma Water staff have determined that approval of this Agreement is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(b), Existing Facilities, as it represents an additional connection to an existing public facility that involves negligible or no expansion of an existing or former use; and
- I. Owner has stated, and Permit Sonoma 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 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. Sonoma Water staff have determined that there is currently adequate capacity available in the Zone's sewerage facilities, and the City of Petaluma has sufficient treatment capacity, to accommodate the 1.00 Equivalent Single-Family-Dwelling billing units (ESD) to be allowed for the Parcel; and
- K. Sonoma Water staff have determined that a direct sewer lateral connection shall be made to the existing 8-inch sewer main fronting the Parcel in Palm Avenue, and no new sewer mains are required for connection.

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. Sonoma Water 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 prepare an application for Permit Sonoma'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. Sonoma Water'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.
- 4.2. Owner agrees to accept responsibility to construct private sewer facilities to serve the existing SFD on the Parcel in accordance with the Sonoma Water "Design and Construction Standards for Sanitation Facilities", Sonoma County Water Agency Sanitation Code Ordinance (Sanitation Code), the California Plumbing Code, the policies of the Sonoma County 2020 General Plan, and any other applicable Federal, State, or local laws, ordinances, or regulations, as determined by Sonoma Water, and, in accordance with Sonoma Water requirements. Sonoma Water supplies no assurances regarding the feasibility, access, costs, or engineering requirements to connect the subject parcel to the Zone's facilities.
- 4.3. Owner agrees to obtain a septic tank destruct permit from Permit Sonoma, and destroy the septic tanks, prior to connection to the public sewer system.
- 4.4. Owner further agrees to accept all responsibility for the operation, cleaning and clearance of side sewer facilities that will serve the existing SFD on the Parcel, in accordance with the Sanitation Code. Owner further agrees to maintain, repair, and replace the Owner's private sewer facilities and all plumbing systems in accordance with the Sanitation Code.
- 4.5. Owner agrees to obtain permits for sewer construction from Permit Sonoma, and to pay all fees and costs associated with construction of the private and any public sewer facilities to, and on, the Parcel.
- 4.6. Owner agrees to pay all fees and costs associated with making connection of the Parcel's existing SFD to the Zone'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 Sonoma Water ordinances and requirements applicable to the Zone, 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 ESD billing units and Annual Sewer Service Charges to the Parcel shall be limited to a maximum of 1.00 ESD, unless and until Sonoma Water determines otherwise, based on Sonoma Water's requirements and/or based on adoption of a new billing method in the future. The connection fee and first year of annual sewer service charges shall be paid to Permit Sonoma prior to commencement of wastewater discharge to the Zone's sewage collection system. Annual sewer service fees thereafter will be placed on the property tax roll and collected with the property taxes. Structures to be connected to the sewer shall be limited to the existing SFD.

- 4.7. Owner agrees to pay sewer demand fees to the City of Petaluma in an amount determined by the latest City of Petaluma fee ordinance establishing this fee. Owner further agrees to submit evidence of payment to Permit Sonoma Engineering Division.
- 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 Sonoma Water.
- 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 Zone, and to waive all rights to protest annexation to the Zone if such annexation proceedings are commenced.

5. TERMINATION

- 5.1. If the Parcel is annexed to the Zone, 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 Sonoma Water 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 in Article 2 (Term of Agreement), this Agreement shall be terminated and Sonoma Water 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 Zone facilities, either directly or indirectly, from any buildings on the subject parcel, other than the existing SFD during the time the OSAA is in effect, this Agreement shall become null and void, and the connection to the Zone's sewage collection system shall be declared to be illegal.

6. MISCELLANEOUS PROVISIONS

- 6.1. The Owner of the Parcel shall have the rights to repair, remodel or replace the existing structures when the existing structures are connected to the Zone's sewage collection system, all subject to all applicable planning and building requirements, and providing that any repair, remodel or replaced buildings do not exceed 1.00 ESD for sewer service for the Parcel. This includes, but is not limited to, increasing the size of the SFD such that the maximum number of ESD are not exceeded.
- 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 Sonoma Water 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 Sonoma Water within ten days of the date of the electronic transmission.
- 6.5. The physical connection of the structure to the sanitary sewer shall not be completed until the Division of Code Enforcement at Permit Sonoma 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), and Sonoma Water, and to indemnify, hold harmless, and release the County, and 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, or 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, or Sonoma Water's part, but to the extent required by law, excluding liability due to the County's or Sonoma Water's conduct. The County, 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.

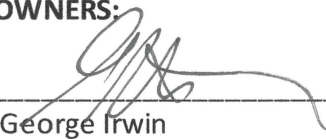
WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

SONOMA COUNTY WATER AGENCY

By: _____
General Manager

Date: _____

OWNERS:

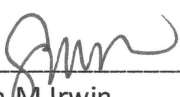
By:  _____
George Irwin

Date: 8/13/2024

APPROVED AS TO FORM:

By:  _____
County Counsel

Date: 8-6-24

By:  _____
Sarah M Irwin

Date: 8/13/2024

**SEE ATTACHED
NOTARY**



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sonoma)

On August 13, 2024 before me, Kelsey Rivera, Notary Public
(insert name and title of the officer)

personally appeared George Irwin and Sarah M. Irwin —
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kelsey Rivera (Seal)

