

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 ZONE AGREEMENT**

This agreement (Agreement) is by and between Sonoma County Water Agency (Sonoma Water), a body corporate and politic of the State of California, and the County of Sonoma, by and through Sonoma County Regional Parks (Parks), in regard to Assessor Parcel Number 058-090-019 located at 4555 Lavell Road, Santa Rosa, California (Parcel).

#### **RECITALS**

- A. Parks has requested this Outside Zone Agreement for public sewer service for construction of a future 275 square foot public restroom; and
- B. Sonoma Water owns and manages the Airport-Larkfield-Wikiup Sanitation Zone (Zone), which provides public sewer collection service to residents in the unincorporated Larkfield-Wikiup area of Sonoma County; and
- C. Parcel is located outside the Zone's boundary, but is within the Larkfield-Wikiup Urban Service Area boundary, and within Sonoma Water's jurisdictional boundary; and
- D. Collected sewage is treated by the Town of Windsor pursuant to an agreement between Sonoma Water and the Town of Windsor; and
- E. Sonoma Water staff has determined that there is currently adequate capacity available in the sewerage facilities, and the Town of Windsor has sufficient treatment capacity, to accommodate the 1.00 Equivalent Single-Family-Dwelling billing units (ESD) to be allocated to the Parcel; and
- F. A direct sewer lateral connection shall be made to the existing 8-inch sewer main fronting the Parcel in Noonan Ranch Lane, 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 be effective upon the latter signature of the parties.

## **3. SONOMA WATER OBLIGATIONS**

- 3.1. Sonoma Water agrees to provide public sewer service to the Parcel subject to Parks' 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. PARKS' RESPONSIBILITIES**

- 4.1. Parks agrees to accept responsibility to construct private sewer facilities to serve the future public restroom on the Parcel in accordance with the Sonoma Water Design and Construction Standards for Sanitation Facilities (Standards), 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 public sewer facilities.
- 4.2. Parks further agrees to accept all responsibility for the operation, cleaning and clearance of side sewer facilities that will serve the future public restroom on the Parcel, in accordance with the Sanitation Code. Parks further agrees to maintain, repair, and replace Parks' sewer facilities and all plumbing systems in accordance with the Sanitation Code.
- 4.3. Parks agrees to obtain permits for sewer construction from Permit Sonoma, and to pay all fees and costs associated with construction of the sewer facilities to, and on, the Parcel.
- 4.4. Parks agrees to pay all fees and costs associated with making connection of the Parcel's public restroom to the 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, as they currently exist or may be amended, revised or enacted in the future. Parks further agrees that the Sewer Connection Fee to the Parcel shall be limited to a maximum of 1.00 ESD 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 sewage collection system. Annual sewer

service fees thereafter will be placed on the property tax roll and collected with the property taxes.

- 4.5. Parks 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. Parks 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.
- 4.6. In the event of a reorganization impacting the Zone pursuant to the Cortese–Knox–Hertzberg Local Government Reorganization Act, or pursuant to legislation, through which the Zone’s services are provided by another agency than Sonoma Water, Parks agrees to support and not object to the Parcel being included in the service boundary of the agency that will provide the Zone’s services.
- 4.7. As consideration for providing sanitation service to the Parcel that is outside of the service area boundary of the Zone, Parks agrees to reimburse Sonoma Water an amount not to exceed \$15,000 (fifteen thousand dollars) for the processing of the Agreement. Parks agrees that Sonoma Water’s consent to connect to public sanitation facilities represents full compensation to Parks, its successors and assigns.

## **5. TERMINATION**

- 5.1. If the Parcel is annexed to the Zone, or the Zone’s services are provided by another agency than Sonoma Water, this agreement shall terminate.
- 5.2. If Parks does not acquire permits, pay required fees and charges, and construct sewer facilities as allowed through this Agreement within 5 years of the effective date of this Agreement, this Agreement shall terminate.

## **6. MISCELLANEOUS PROVISIONS**

- 6.1. Parks, as owner of the Parcel, shall not exceed 1.00 ESD for sewer service for the Parcel. This includes, but is not limited to, increasing the size of the public restroom.
- 6.2. 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 Parks 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. 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.
- 6.6. 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.

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

**SONOMA COUNTY WATER AGENCY  
BOARD OF DIRECTORS**

**ATTEST:**

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

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

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

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

**Sonoma County Water Agency:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Grant Davis

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

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

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

**County of Sonoma, Regional Parks:**

By: \_\_\_\_\_  
Bert Whitaker

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