

EXEMPT FROM RECORDING FEES
PER G.C. 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

KARL ONO
NAPA SANITATION DISTRICT
1515 SOSCOL FERRY ROAD
NAPA, CA 94558

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

AGREEMENT FOR OUTSIDE SERVICE CONNECTION
SANITARY SEWER

BETWEEN THE FOLLOWING:

ELVIA MARTINEZ

And

THE NAPA SANITATION DISTRICT

RECORDED AT THE REQUEST OF AND
RETURN TO:

Napa Sanitation District
1515 Soscol Ferry Road
Napa, CA 94558

Exempt from Recording Fees
Per G.C. 27383

Re: APN 007-231-002

AGREEMENT FOR OUTSIDE SERVICE CONNECTION

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Napa Sanitation District, a California special District (hereafter the "District"), and ELVIA MARTINEZ (hereinafter "Owner").

RECITALS

WHEREAS, District owns and operates a sanitary sewer collection, treatment and disposal system in and for the lands within its boundaries;

WHEREAS, Owner is a person owning certain lands located outside the boundaries of District and identified as 3660 Linda Vista Avenue, Napa (APN 007-231-002) and more particularly described in Exhibit A and Exhibit B attached hereto ("Property") who are desiring to connect a single family dwelling to the public sewer mains owned and operated by District; and

WHEREAS, District Code Section 5.01.070 allows where special conditions exist relating to any outside sewer, they shall be the subject of a special contract between the applicant and the District, and applicant shall be charged for sewage service in the same degree and manner as others now within the District Boundaries;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and conditions hereinafter declared and entered into between the parties hereto, the parties do covenant and promise as follows:

1. District hereby determines that the Property lies outside the District boundary, but inside the sphere of influence of the District.
2. Owner agrees that prior to connection to the facilities of District, Owner will pay all applicable fees and charges to District associated with connection of the Property.

3. Owner further agrees to pay, prior to the connection of said facilities to the District's system, a capacity charge for the privilege of making such connection. Said charge shall be computed in accordance with the computation of regular capacity charges of the District.

4. Owner further agrees to pay such annual sewer service charges to District as may be established, from time to time, by the rules and regulations of the District which are of universal application within the District.

5. Owner further agrees to pay the regular development fees for the connection to be made to the District's system.

6. Owner hereby agrees to abide by all of the codes, ordinances, rules and regulations of District governing the manner in which sewers shall be used, the manner of connecting thereto, and the plumbing and drainage in connection therewith, the connection permitted herein is for one single family residence.

7. No change in the facilities to be connected to the District's system shall be made without first having given written notice to the District that such change is to be made. No additional connections shall be connected to the facilities of the Napa Sanitation District without having first given written notice to the District that such additional facilities are to be connected to the system. Prior to making any such change in facilities or to the addition of any units to the District's system, the Owner shall pay to the District such additional inspection, connection and annual fees which may then be established by the Board of Directors of the District.

8. Owner hereby agrees to annex the Property to the District, no later than September 23, 2020, at which time this agreement shall expire.

9. Owner hereby agrees to indemnify and hold harmless the District from all claims of loss or injury to third persons, or the property of any person arising out of the construction, operation, maintenance or use of the outside sewer service connection herein provided.

10. District hereby agrees to use reasonable diligence to provide a regular and uninterrupted service to the Property which is connected to the District's facilities; but shall not be liable for damages, breach of contract, or otherwise, to the Owner for failure, suspension, diminution, or other variations of service occasioned by, or in consequence of, any cause beyond the control of the District, including, but not limited to, acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophes, strikes or failure or breakdown of transmission or other facilities.

11. None of the rights hereby granted to Owner may be assigned or transferred without the prior written consent of the Board of Directors of the District. In the event Owner's single family residence located upon the Property ceases to exist, Owner's rights under this agreement shall immediately terminate.

12. In the event Owner shall violate any of the terms of this agreement or any of the codes, ordinances, rules or regulations of the District, as they now or may hereafter exist, District shall give notice of the violations, in writing, to Owner. If the violation is not corrected within 30 days of the date of such notice, District shall have the right to disconnect the outside sewer

system of Owner from the District's system. Owner shall not reconnect said system until the violation has been corrected and the cost of such disconnection shall have been paid.

13. This agreement and the provisions hereof are intended to be covenants running with the land by this agreement, and are intended to bind the parties, their heirs, representatives, assigns and successors in interest, and any future owner of the whole or any part of the property covered by this agreement, and this agreement shall be made a matter of official record by recording the agreement in the office of the Recorder of the County of Napa.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their name, or in their corporate names, by their officers thereunto duly authorized, in triplicate, the day and year first above written.

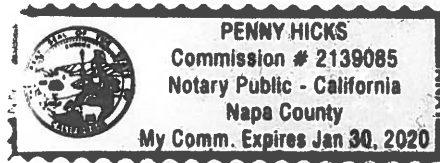
OWNER:

ELVIA MARTINEZ

State of CA County of Napa
Subscribed and sworn (or affirmed) to before
me this 24 day of Sept, 2019
Penny Hicks
(Signature of Notary)

By:

[Signature]
ELVIA MARTINEZ



NAPA SANITATION DISTRICT:

Napa Sanitation District, a California Special District

By:

Timothy B. Healy, PE
General Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

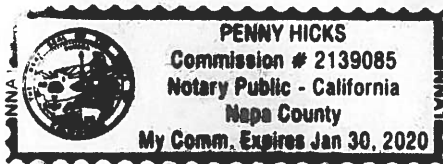
State of California

County of Napa

On Sept. 24, 2019 before me, Penny Hicks, Notary
Date Here Insert Name and Title of the Officer

personally appeared Elvia Martinez
Name(s) of Signer(s)

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 Penny Hicks
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator ☐ Trustee ☐ Guardian of Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

APPROVED AS TO FORM:

By:



John Bakker

District Legal Counsel

Exhibit A

The land referred to herein below is situated in the City of Napa, County of Napa, State of California and is described as follows:


Lot 17, as shown on the map entitled "Final Map of Redwood Park Subdivision", filed December 15, 1947, in Book 4 of Maps, page 36, in the office of the County Recorder of Napa County.

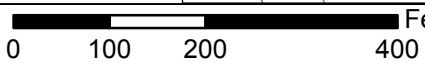
Excepting therefrom all that said land in the Deed to the City of Napa recorded June 12, 2013 as Series Number 2013-0016932 of Official Records.

APN 007-231-002

EXHIBIT B: 3660 Linda Vista - APN: 007-231-002



 Subject Parcel

Key  Feet 1 inch = 200 feet

KO 9/23/2019