

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

ASSISTANT SECRETARY
CAMARILLO SANITARY DISTRICT
P O BOX 248
CAMARILLO, CALIFORNIA 93011-0248

*Recorded for the benefit of City of Camarillo
No fee required (Government Code 27383)*

PROJECT NUMBER _____

AGREEMENT AFFECTING REAL PROPERTY
REGARDING OUT OF DISTRICT SERVICE AND ANNEXATION

This Agreement affecting real property regarding Out of District Service and Annexation (“Agreement”) is made and entered into by and between the Camarillo Sanitary District, a sanitary district (“District”) and _____ (insert name and status i.e., an individual, partnership or corporation) (“Applicant”).

WITNESSETH

The parties hereto do agree as follows:

Section 1. Recitals.

This Agreement is made and entered into with respect to the following facts:

- (a) That District provides sanitary sewer services to real property located within the boundaries of the District, and to certain properties, upon request, located outside of the boundaries of the District, but in the immediate proximity thereto; and
- (b) That District’s rates for such sewer services are set by District from time to time based upon the cost of operation of the District, its facilities and on costs resulting from charges made for the cost of financing of certain District’s facilities; and
- (c) That the rates from sewer service provided by District at the request of property owners for properties located outside of the District are established at different levels so as to provide for an equitable recovery of costs incurred by the District which are, or have been paid, in part, by property taxes levied by the District; and

- (d) That Applicant is the owner of certain real property commonly known as _____ and located outside of the District, which is described on Exhibit A, attached hereto and incorporated herein by this reference (“Property”) and Applicant has requested to receive sewer services from District subject to the rates and charges as established by the District from time to time; and
- (e) That District is agreeable to providing such sewer services to Applicant provided that Applicant:
 - (i) agrees to use (its) (his) (her) (their) best efforts to obtain approval of the annexation of Applicant’s Property to the District, and to the City of Camarillo (“City”) if and when eligible; and
 - (ii) during such time as sewer services are provided prior to the annexation of Applicant’s property to the District, that Applicant shall pay out-of-district charges for such sewer services; and
- (f) That this Agreement touches, affects and concerns the Property; and
- (g) That the legislative body of the District has determined that the execution and implementation of this Agreement is required to further the public interest, convenience and necessity.

Section 2. Annexation Proceedings.

Applicant agrees to participate to the extent required in order to cause the annexation of the Property to the District, and to the City if and when eligible. Applicant shall cooperate in such annexation request and procedures to the extent requested of Applicant by the District and/or the City.

Section 3. Waiver of Protest.

By execution of this Agreement, Applicant on behalf of Applicant and Applicant’s heirs, successors in interest and assigns waives any and all right to object or protest to the annexation of the Property to the District and/or the City. This waiver of the right to annex may not be revoked without the written consent of the District and/or the City.

Section 4. Payment of Rates.

Applicant agrees that, from and after connection to the sewer system, Applicant shall pay to the District the out-of-district sewer service rates until the Property is annexed to the District. At such time as the Property is annexed to the District, the sewer service rates shall be adjusted to equal the rates charged to other similarly classified properties within the District.

Section 5. Covenant Running With the Land.

The parties hereto agree that the provisions of this Agreement confer a benefit upon the Property and, accordingly, the covenants contained in this Agreement shall be deemed to be covenants running with the land as applied to Applicant’s property.

Section 6. Notices.

Whenever notices are required to be given pursuant to the provisions of this Agreement, the same shall be in written form and shall be served upon the party to whom addressed by personal service as required in judicial proceedings, or by deposit of the same in the custody of the United States Postal Service or its lawful successor in interest, postage prepaid, addressed to the Parties as follows:

DISTRICT: Assistant District Manager
 Camarillo Sanitary District
 P O Box 248
 Camarillo, CA 93011-0248

OWNER: _____

Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same in the United States mail.

Section 7. Indemnities.

Applicant does hereby indemnify the District and its elected and appointed officers, employees and agents (“Indemnified Parties”) and agrees to hold the Indemnified Parties free and harmless from any claim, demand, or judgment for personal injury, wrongful death and/or property damage arising out of Applicant’s use of its Property.

Section 8. Binding Effect.

The provisions of the Agreement shall be binding upon the parties hereto and their respective heirs, assigns and successors in interest.

Section 9. Section Headings.

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

Section 10. No Presumption Re: Drafter.

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

Section 11. Assistance of Counsel.

Each party to this Agreement warrants to each other party, as follows:

- (1) That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and
- (2) That each party has lawfully authorized the execution of this Agreement.

Section 12. Severability.

This Agreement shall be deemed severable. If any nonmaterial provision or part hereof is judicially declared invalid, the remaining provisions of this Agreement shall remain in full force and effect.

Section 13. Modification.

This Agreement shall not be modified except by written agreement of the parties.

Section 14. Effective Date.

The effective date of this Agreement shall be _____, 20__.

Dated: _____

Owner (type or print)

By: _____

Signature

Owner (type or print)

Signature

All signatures above must be properly notarized

Dated: _____

CAMARILLO SANITARY DISTRICT

By: _____

Signature

(type or print name)

Title: _____

Dated: _____

ATTEST:

Assistant Secretary

Revised 1/22/2001; Rev signature page 8-26-03
F:\Annexations\Agreement Out of District Annexation

cc: Public Works, Laurie Munn (2)
Community Development