

RECORDING REQUESTED BY:
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301

WHEN RECORDED MAIL TO:
City Clerk
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301

(Space Above this Line for Recorder's Use Only)

CITY OF AGOURA HILLS
SEWER EXTENSION REIMBURSEMENT
AGREEMENT NO. 06-01

THIS AGREEMENT is made and entered into by and between the CITY OF AGOURA HILLS, a municipal corporation ("CITY") and SUSAN & KELLY MORRIS, ("DEVELOPER").

RECITALS

A. DEVELOPER owns that certain real PROPERTY commonly known as 5342 Chesebro Road and more particularly described in Exhibit "A" and "A-1" attached and incorporated by this reference ("PROPERTY").

B. In the interest of public health and safety, DEVELOPER desired to provide sanitary sewer service to the PROPERTY by constructing certain sewer improvements ("FACILITIES") as generally described in Exhibit "B" attached and incorporated by this reference, and as more particularly identified in Improvement Plans for PC 05-01 / C02-505-01 on file with CITY.

C. DEVELOPER has constructed said FACILITIES at DEVELOPER'S sole cost and expense, which provide sanitary sewer service for DEVELOPER'S PROPERTY and six other properties tributary to the proposed FACILITIES. The benefitted area is delineated on the map attached hereto as Exhibit "B-1".

D. DEVELOPER desires to be reimbursed for the additional cost of FACILITIES necessary to be constructed to serve properties other than DEVELOPER'S PROPERTY.

E. It is in the public interest and convenience that the CITY obtain sanitary sewer service for said other properties which are within the area tributary to said FACILITIES.

NOW THEREFORE, CITY and DEVELOPER agree as follows:

1. CONSTRUCTION OF FACILITIES

DEVELOPER HAS CONSTRUCTED, AT DEVELOPER'S sole expense, the FACILITIES referenced above in paragraph B of the Recitals, in compliance with all applicable codes, ordinances, plans, specifications, and agreements relating to such FACILITIES.

2. ACCEPTANCE AND OWNERSHIP OF THE FACILITIES

The work involving the FACILITIES was constructed under the supervision of and to the satisfaction of the CITY, and is hereby deemed approved and accepted as complete by the City Council. Said FACILITIES are hereby dedicated to CITY by the DEVELOPER and the CITY herein accepts said dedication.

3. REIMBURSABLE CONSTRUCTION COSTS

a. DEVELOPER has submitted to the City Engineer copies of invoices, payment vouchers and other documentation, as reasonably requested, in order to verify the actual total cost of construction, including related engineering and carrying costs.

b. The total cost necessarily incurred by the DEVELOPER in the construction of the FACILITIES has been verified by the City Engineer based upon the documentation submitted

pursuant to subsection "3. a." above. The City Engineer has submitted such costs in Exhibit "B", attached hereto and likewise inserted in the per-connection cost of the FACILITIES, subject to reimbursement. A copy of Exhibit "B", as so completed, shall be transmitted to the DEVELOPER by the City Engineer.

c. For the purposes of this Agreement, the term "Reimbursable Construction Cost" shall mean the total cost amount listed in Exhibit "B", less DEVELOPER'S share of the total construction cost.

4. COLLECTION AND PAYMENT OF REIMBURSABLE CONSTRUCTION COSTS

a. CITY shall use all reasonable efforts to collect the applicable per-connection pro-rata share of the reimbursable construction costs of the subject FACILITIES prior to any subdivision of the properties or parcels identified in Exhibit "B", the issuance of a building permit, or connection to the FACILITIES, whichever may first occur; provided, however, that neither the CITY, its general funds, nor its officers, agents or employees shall be in any manner responsible for, or obligated to, pay any monies promised to be paid under this Agreement.

b. The per-connection cost of the FACILITIES, as determined by the City Engineer, and as set forth in Exhibit "B" attached hereto, shall be adjusted by the City Engineer at the time reimbursable construction costs are collected pursuant to subsection "4 .a." above. Such adjustment shall be computed as a five percent (5%) annual increase over the construction cost. The adjusted per-connection cost of the FACILITIES shall constitute the amount subject to collection and reimbursement by the CITY to the DEVELOPER.

c. Prior to the payment of any reimbursable construction costs by CITY to DEVELOPER, CITY shall collect an administrative fee to defray the costs incurred by the CITY in monitoring, computing, collecting, and disbursing such reimbursable construction costs. Said fee shall be computed as five percent (5%) of the adjusted per-connection cost of the subject FACILITIES pursuant to subsection "4 .b." above. Said administrative fee shall be paid by the party applying to connect to the FACILITIES. The CITY shall not be entitled to collect administrative fees from reimbursable costs owed to DEVELOPER.

d. Following collection of any reimbursable construction costs pursuant to subsection "4.a." above, the CITY shall transmit same to the DEVELOPER, or to any approved assignee, at the address specified in accordance with this Agreement, subject, however, to the provisions of subsection "4.c." above.

5. NOTICES AND PAYMENTS

All written notices and payments to be given or made under this Agreement shall be transmitted by personal delivery or by mail. Payments to DEVELOPER shall be made by CITY check or warrant payable to Susan and Kelly Morris and shall be the responsibility of same to distribute such funds as may be appropriate to other parties involved in this development.

Notices or payments given or made by mail shall be addressed as follows:

IF TO THE CITY:

City Engineer
City of Agoura Hills
Public Works Department
30001 Ladyface Court
Agoura Hills, CA 91301

IF TO THE DEVELOPER:

Susan and Kelly Morris
5342 Chesebro Road
Agoura Hills, CA 91301

When so addressed, notices or payments shall be deemed given or made upon deposit in the United States Mail, postage prepaid. In all other instances, notices or payments shall be deemed given or made at the time of actual delivery. Changes may be made in the names of persons to whom notices or payments are to be given or made, or in the addresses to which notices or payments are to be given or made, by the giving of notice pursuant to this section.

6. NO ASSIGNMENTS

Neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the written consent of the other party.

7. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties, and this Agreement supersedes all prior negotiations and terminates all prior agreements with respect to the subject matter hereof. With the exception of the insertions or amendments provided for under Section "3.b." hereof, this Agreement shall not be amended or modified except in writing, signed by the parties hereto.

8. FURTHER ACTION

The parties agree to take all further action and to execute all further documents as may be necessary or desirable to effectuate the intent of the provisions of this Agreement.

9. APPLICABLE LAW

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of California.

10. MULTIPLE COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

11. EFFECTIVE DATE AND TERMS OF THE AGREEMENT

a. This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether CITY or DEVELOPER, executes said Agreement.

b. From its effective date, this Agreement shall continue in full force and effect for a period of 15 years, unless terminated sooner, upon receipt by DEVELOPER of all reimbursable construction costs provided for herein.

c. Upon termination, this Agreement shall be of no further force or effect, except with regard to accrued obligations, and the CITY shall be released from all further claims, duties, and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

ATTEST:

CITY OF AGOURA HILLS

By: _____
KIMBERLY RODRIGUES, CITY CLERK

By: _____
DENIS WEBER, MAYOR

By: _____
SUSAN MORRIS, DEVELOPER

Dated: _____

By: _____
KELLY MORRIS, DEVELOPER

Dated: _____

APPROVED TO IN FORM:

By: _____
CRAIG STEELE, CITY ATTORNEY

Dated: _____

EXHIBIT "A"

DESCRIPTION OF DEVELOPER'S PROPERTY

DEVELOPER'S PROPERTY is described as follows:

<u>ADDRESS</u>	<u>TRACT</u>	<u>BLOCK</u>	<u>LOT</u>	<u>APN</u>
5342 Chesebro Road	8451	4	8	2052-007-008

SEWER REIMBURSEMENT AGREEMENT NO. 06-01

EXHIBIT "A-1"

SITE MAP

EXHIBIT "B"

AREA OF BENEFIT, BENEFITTED PROPERTIES, AND
PER-CONNECTION SHARE OF COSTS

1. BENEFITTED AREA

A. A map delineating the benefitted area is attached hereto, marked Exhibit "B-1", and incorporated herein by this reference

B. The total number of potential connections in the benefitted area, including the acreage of the PROPERTY owned by the DEVELOPER, is SEVEN .

2. PARCELS OR PROPERTIES WITHIN THE BENEFITTED AREA

The following parcels or properties (including the DEVELOPER'S PROPERTY), the legal description of which is more fully set forth in Exhibit "B-1", attached hereto and incorporated herein by this reference, are within the benefitted area:

<u>ADDRESS</u>	<u>TRACT</u>	<u>BLOCK</u>	<u>LOT</u>	<u>APN</u>
5306 Chesebro Road	8451	4	18	2052-008-024
5312 Chesebro Road	8451	4	13	2052-008-001
5320 Chesebro Road	8451	4	12	2052-007-011
5324 Chesebro Road	8451	4	11	2052-007-010
5326 Chesebro Road	8451	4	10	2052-007-010
5330 Chesebro Road	8451	4	9	2052-007-009
5342 Chesebro Road*	8451	4	8	2052-007-008

*DEVELOPER'S PROPERTY

3. TOTAL REIMBURSABLE CONSTRUCTION COSTS

The maximum total amount of FACILITIES construction costs eligible for reimbursement pursuant to this Agreement (excluding that amount attributable to the DEVELOPER'S parcels or Properties) is \$123,260.00 .

4. PER-CONNECTION COST OF THE FACILITIES

The per-connection cost of the subject FACILITIES is \$17,609.00 , which is the amount that shall be subject to reimbursement in accordance with the terms and provisions of this Agreement. This amount is calculated as of May 10, 2006.

SEWER REIMBURSEMENT AGREEMENT NO. 06-01

EXHIBIT "B-1"

MAP OF BENEFITTED AREA

SEWER REIMBURSEMENT AGREEMENT NO. 06-01

EXHIBIT "B-2"

LEGAL DESCRIPTION OF BENEFITTED PARCELS OR PROPOERTIES

The lots or parcels included within Sewer Reimbursement District No. 06-01 (between the CITY OF AGOURA HILLS and SUSAN & KELLY MORRIS) consists of the following:

Lost 8, 9, 10, 11, 12, 182, and 18 of Block 4, Tract 8451 and filed in Book 104, pages 79 to 90 of Maps of All Records of Los Angeles County.