



# TRIUNFO SANITATION DISTRICT

A PUBLIC AGENCY

January 20, 2011

Board of Directors  
Triunfo Sanitation District  
Ventura County, California

## **MAINLINE EXTENSION AGREEMENT AND RESOLUTION MR. AND MRS. VIRENDER JAIN, BELL CANYON, CALIFORNIA**

### **Summary**

Mr. and Mrs. Virender Jain own a parcel in Bell Canyon located at 338 Bell Canyon Road. The Jains would like to build a home on this property and would like to discharge wastewater into the gravity sewer system in Bell Canyon. To do this, the Jains will have to extend the existing sewer main, enter into a Mainline Extension Agreement with Triunfo Sanitation District (TSD) and comply with all provisions contained therein.

### **Background**

Several months ago Mr. Jain approached staff stating that he would like to develop his parcel and was interested in extending the wastewater collection system to provide service to his house. At this point in time the District did not have a Mainline Extension Policy and therefore staff worked with legal counsel to develop this document. On December 20, 2010 your Board adopted a Mainline Extension Policy that allows staff to work with individuals wishing to extend sewer service within the District.

Before you tonight is an agreement between the Jains and the District for the extension of approximately 604' of sewer mainline and 120' of laterals. The Jains have reviewed this agreement and agree to the provisions. Staff will work closely with the Jains and inspect the project periodically to ensure the mainline extension is built in compliance with the standards and specifications adopted by this Board

This agreement and resolution was prepared by legal counsel and is consistent with your Board's adopted policy.

If you have any questions or require additional information, please call me at 805- 658 4674 or email me at [sallycoleman@vrsd.com](mailto:sallycoleman@vrsd.com)

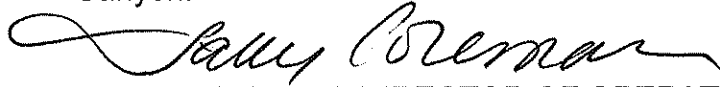
### **Fiscal Impact**

There is no fiscal impact to the district as all costs associated with this project will be paid by the Jains.

*Item 7-1*

**Recommendation**

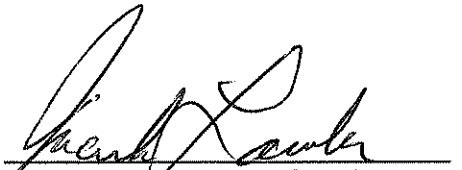
It is recommended that the Board approve the Mainline Extension and Wastewater Collection and Treatment Services between Triunfo Sanitation District and Virender Jain and Nidhi Gulecha, and adopt Resolution No. T11-001 Approving an Mainline Extension Agreement with Virender Jain and Nidhi Gulecha to allow the Jains to extend the wastewater collection system in Bell Canyon.



SALLY COLEMAN, DIRECTOR OF OPERATIONS

Enc.

APPROVED FOR JANUARY 24, 2011 AGENDA

  
Mark Lawler – District Manager

**TSD RESOLUTION NO. T11-001**

**RESOLUTION OF THE TRIUNFO SANITATION DISTRICT  
APPROVING A MAINLINE EXTENSION AGREEMENT WITH  
VIRENDER JAIN AND NIDHI GULECHA**

**WHEREAS**, Virender Jain and Nidhi Gulecha (collectively, "Owners") are owners of certain real property located at 338 Bell Canyon Road, Bell Canyon, California ("Real Property"), APN 850-0-043-155; and

**WHEREAS**, the Real Property is not currently served by the mainline of the Triunfo Sanitation District ("District"); and

**WHEREAS**, Owners desire that the District's mainline be extended so that the District may provide sewer service to the Real Property; and

**WHEREAS**, pursuant to Resolution No. T10-04, the District and Owners may, with the approval of the District's Board of Directors, enter into a Mainline Extension Agreement setting forth terms and conditions by which Owners may construct and finance a mainline extension of approximately six hundred (600) feet to serve the Real Property (the "Mainline Extension"); and

**WHEREAS**, the District finds that the Mainline Extension is a Class 3 project categorically exempt from the provisions of the California Environmental Quality Act pursuant to the provisions of the Public Resources Code Section 21084 and California Code of Regulations Section 15303(d).

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Triunfo Sanitation District that:

1. The Mainline Extension is a Class 3 project categorically exempt from the provisions of the California Environmental Quality Act pursuant to Public Resources Code Section 21084 and California Code of Regulations Section 15303(d); and
2. The staff of the Triunfo Sanitation District file a Notice of Exemption in accordance with California Code of Regulations Section 15062; and
3. The Triunfo Sanitation District execute a Mainline Extension Agreement with Virender Jain and Nidhi Gulecha, a copy of which is attached as Exhibit "A."

**PASSED, APPROVED, AND ADOPTED** this 24<sup>th</sup> day of January, 2011.

\_\_\_\_\_  
\_\_\_\_\_, CHAIR  
Board of Directors

\_\_\_\_\_  
JOSIE GUZMAN  
Clerk of the Board

TRIUNFO SANITATION DISTRICT

MAINLINE EXTENSION AGREEMENT NO. \_\_\_\_\_

AN AGREEMENT FOR MAINLINE EXTENSION AND WASTEWATER COLLECTION AND TREATMENT SERVICES

THIS AGREEMENT is made by and between TRIUNFO SANITATION DISTRICT, a sanitation district organized under the provisions of the Health & Safety Code of the State of California ("District"), and Virender Jain and Nidhi Gulecha, joint owners of certain real property located in Bell Canyon, California (collectively referred to hereafter as "Owner").

RECITALS

- A. Owner owns the parcel of land as designated on Exhibit "A" attached hereto and incorporated herein ("Real Property").
- B. Owner desires to provide for the means by which District will provide wastewater collection and treatment service to the Real Property.
- C. The primary purposes of this Agreement are as follows: (1) to establish the conditions that Owner must satisfy prior to the District providing wastewater collection and treatment service to the Real Property; and (2) the conditions of District's acceptance of the wastewater collection improvements to be constructed by Owner and offered for dedication to District.

AGREEMENT

In consideration of the terms, conditions and mutual covenants contained herein, the parties agree as follows:

1. **Immediate Fees and Charges.** Upon execution of this Agreement by District, Owner will pay District the total amount specified in Exhibit "B" attached hereto and incorporated herein to cover the cost incurred by District in providing engineering and legal review, clerical support, plan checking, accounting and miscellaneous services in connection with the implementation of this Agreement, plus any other applicable District fees and charges.

2. **Collection System Plan.**

- a. Owner will supply District with a complete plan, including a map, showing the location of all streets, lots, buildings and other details of the area, including any contour lines that may be necessary in order to make possible a design of a complete sewer collection system. The map will contain a proposed layout for the proposed wastewater collection system, including the location of all main sewer lines, manholes, cleanouts and other appurtenances, and the location of the place where it is proposed to make a connection to District's sewer. The

plan will include all improvements necessary to provide a complete wastewater collection system to serve the Real Property and will provide for connection to the main sewer by a building sewer, side sewer, lateral sewer and/or building connection sewer with all necessary lines and appurtenances, including but not limited to, where necessary, any other facilities necessary to provide a complete wastewater collection system for the Real Property ("System"). The System plan shall be in compliance with all ordinances, rules and regulations duly adopted by District, other applicable local, state and federal law and any other standards or specifications which may be required by the District's General Manager.

- b. The District's engineer will make such revisions in the proposed plan as he deems necessary and will return the plan with these revisions marked thereon to Owner. Owner will then cause the System to be designed in conformity with the plan as revised by District's engineer. Two copies of the complete plan of design, including all necessary specifications for the System, certified by a civil engineer registered in the State of California, to be in compliance with standards established by the District for such purposes, will then be submitted to the District for approval. Upon determination by the District's engineer that the plans are in accordance with all regulations, standards and specifications of the District and properly certified, the plans will be approved by the District General Manager and a copy of the approved plans will then be returned to Owner. Owner will indemnify, defend and hold District harmless for any liability arising from any deficiency in the design, plans or specifications.

3. **Private and Public System.** For purposes of this Agreement, the portion of the System connecting the Real Property to the main sewer line, including, without limitation, building sewer, side sewer, lateral sewer and/or building connection sewer with all necessary lines and appurtenances, may be referred to as the "Private System"; and any portion of the System other than the Private System may be referred to as the "Public System."

4. **System Cost Estimate.** Owner will also cause a registered civil engineer, licensed in the State of California, to furnish District his certification in writing that he has determined the estimated cost of constructing the System in accordance with the approved plans and specifications, the amount of such cost, and that his determination is based upon accepted current building costs for the area ("Cost Estimate"). The costs will be subject to review and revision by District's General Manager.

5. **Construction Work.**

- a. After approval of the design plans for the System and after delivery of the engineer's Cost Estimate, Owner will, at Owner's own expense, cause the System to be built and installed in full compliance with the plans and specifications approved by the District. Owner will perform all of its obligations hereunder and will conduct all operations with respect to the construction of the System in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their best efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Owner will employ at all times contractors and consultants with the

requisite experience necessary to administer and coordinate all work related to the design, engineering, construction and installation of the System.

- b. All work done on the System will be subject to inspection by District, the County of Ventura and the State of California and subject to approval of District, the County of Ventura and the State of California, and is to fully comply with the plans and specifications approved by District, the County of Ventura and the State of California. If any changes in plans or specifications are made, they are to be made only after advance approval by District's engineer; and Owner at Owner's expense, will furnish District with a revision of plans showing such modification. Owner will promptly remove and replace any portion of the work which does not pass the inspection of District.
- c. Upon execution of this Agreement, Owner will promptly commence and diligently prosecute work on the System in accordance with the terms of this Agreement. Owner will complete all work on the System within 180 calendar days from the date of this Agreement. However, upon written application of Owner stating the facts which it relies upon to justify an extension of time, District may, in its discretion, grant an extension of time for a definite period of time up to 180 calendar days. Owner may apply for additional extensions of time and the District may, in its discretion, grant the same pursuant to the foregoing procedure. District shall not act unreasonably or arbitrarily in denying the grant of any extension of time and shall reasonably consider any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of Owner. The System will not be deemed completed until the date on which District has provided Owner with its written acceptance of the System ("Completion Date").

**6. Insurance.**

- a. Owner will require any contractor providing work on the System to purchase and maintain in effect during the duration of the work, workers' compensation and employer's liability, comprehensive general liability, and builder's risk insurance with Owner's equipment and installation endorsements, with Owner and District named thereon as an additional insureds. The comprehensive general liability insurance shall include the following coverages: premises - operations (including explosion, collapse and underground coverage), independent contractors, completed operations and blanket contractual liability on all written contracts, all encompassing broad form property damage coverage. The comprehensive general liability insurance described in this Section shall be written for not less than One Million Dollars (\$1,000,000) combined single limits liability coverage.
- b. Owner will deliver to District certificates as to each such insurance policy prior to the commencement of any work on the System by a contractor, evidencing the existence thereof. Said certificate shall be furnished in a form acceptable to the District and shall include a Certificate of Endorsement naming District and Owner as additional insureds. Failure of District to

demand delivery of such certificates will not relieve Owner of any obligation under this Section. In the event any such insurance policy is canceled or terminated for any reason during the term of this Agreement, District may, at its sole option and discretion, acquire such replacement, substitute or additional insurance policies as it may deem necessary to provide the necessary insurance coverage contemplated hereunder and Owner agrees to forthwith reimburse District for the cost of procuring and maintaining any such insurance policies.

**7. Rights of Way.**

- a. In the event that any portion of the Public System does not lie within the public streets, Owner hereby agrees, to provide District with all necessary easements for access to and maintenance of the Public System. Such easements shall be centered on the as-built location of the new sewer line and, when between lots, shall be not less than twelve (12) feet in width unless a lesser width is approved in writing by the District. The easement to be executed by Owner shall be in the form acceptable to the District.
- b. If any portion of the Public System will be located on the property of a third party, prior to the commencement of work, such third party shall provide District with an Irrevocable Offer of Dedication under which the third party agrees to grant District all necessary easements for access to and maintenance of the Public System. Such easements shall be centered on the as-built location of the new sewer line and, when between lots, shall be not less than twelve (12) feet in width unless a lesser width is approved in writing by the District. The Irrevocable Offer of Dedication shall be in the form acceptable to the District.
- c. District will not record any easement specified in Section 7.a. and 7.b. easements in its name, nor will District be deemed to have accepted such easements until after the Completion Date. All costs of acquiring the easements specified in Section 7.a. and 7.b., including the cost of purchase and any legal, appraisal, surveying or other costs arising directly or indirectly out of the securing of the easements, shall be paid by Owner. Owner will defend, hold harmless and indemnify District from any action or liability arising from the use, assertion of right over, or dispute regarding any right of way or easement related to or arising from the construction, maintenance, operations, or abandonment of the System constructed by Owner or Owner's contractors or agents .
- d. Owner shall obtain, at Owner's sole cost and expense, all easements and necessary local, state and federal permits and entitlements to construct the System, including, without limitation encroachment permits. To the extent that District is entitled to lay sewer lines in the public streets, District will make available to Owner such rights, provided that in District's opinion the facilities to be provided by Owner will be suitably located if placed in such streets. If it becomes necessary to acquire easements through the use of eminent domain, District will cooperate with Owner in the acquisition of any such easements, provided however, that it is in the best interest of the

District, and the Owner first deposits with District an amount of money deemed by District to be adequate to cover its expenses in connection therewith, including but not limited to legal, engineering appraising and court costs. In the event that the actual cost of securing the easement by eminent domain is less than the amount so deposited, the surplus will be refunded; but if the actual cost exceeds or appears likely to exceed the amount so deposited, Owner will within five (5) days of demand from time to time made by District deposit such additional amount or amounts as may be necessary to cover such expenses.

**8. Dedication Documents.**

- a. Prior to the Completion Date, Owner shall execute and deliver to District an Irrevocable Offer of Dedication providing an irrevocable offer to dedicate to District the Public System. The Irrevocable Offer of Dedication shall be in a form acceptable to the District, and adequate to convey acceptable title and interest in the Public System. Acceptable title means title to land or interest therein, in form acceptable to District, which title or interest is free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by District as not interfering with the actual or intended use of the land or interest therein.
- b. District will accept the Owner's Irrevocable Offer of Dedication, provided the entire System has been constructed in full compliance with the terms and conditions set forth in this Agreement, including, without limitation, the following: (1) all contractors and material suppliers have been fully paid by Owner; (2) all necessary easements have been irrevocably offered for dedication to District; (3) Owner provides District with one original Mylar, one non-writable computer disk, and two copies of "As Built"; and (4) all payments and other obligations required of Owner under this Agreement have been satisfied. The Public System will, upon acceptance thereof by District, become the sole property of District. All other portions of the System, including, without limitation, lateral lines and improvements located outside any public right of way or District easement (i.e., the Private System) shall remain the sole property of Owner. Owner and its successors-in-interest shall be solely responsible for the repair and maintenance of Private System in accordance with District regulations and other applicable law.

**9. Inspection Charges.** Owner agrees to pay District for all inspection time at the current rate fixed by the District for Inspectors, including applicable overtime, weekend and holiday rates. Owner agrees to pay all inspection charges in excess of any initial deposit for inspection made under Section 1. promptly upon submission of claim by District.

**10. Security.**

- a. Owner will submit an acceptable form of security for the work to be performed under this Agreement to construct the System ("Improvement Security"). Any letter of credit, bond or other District approved security instrument will be in a form approved by the District and pledge that the

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funds necessary to carry out the Agreement are on deposit and guaranteed for payment to the District.

- b. If the security is provided by a letter of credit, the letter will be from one or more financial institutions subject to regulation by the state or federal government. If the security is provided by a bond, the bond will be from a bonding company licensed to do business in the State of California, and in an amount equal to two hundred percent (200%) of the Cost Estimate. The District Engineer may allow the bonding to be undertaken in segments
- c. If the improvement security is in some form other than bonds, the total amount of such security for both faithful performance, and for laborers and materialmen, will be in an amount equal to one hundred and fifty percent of the Cost Estimate, and at the option of the General Manager, any fraction of the total amount of such security may be applied to secure faithful performance and the balance may be applied to secure laborers and materialmen.
- d. The letter of credit, bond or other approved instrument will be forfeited to the District if Owner does not completely comply with its obligations under this Agreement within the time provided by the Agreement.

**11. Guarantee.**

- a. All improvements required under this Agreement will be guaranteed by the Owner for a period of one (1) year following the Completion Date. The guarantee will extend only to such replacement and/or repair as may be required during the guarantee period in excess of routine maintenance for ordinary wear and tear. Owner agrees at its sole expense to repair or replace any portion of the work found to be defective by the District, in the period of one year following the Completion Date; provided that in case of emergency, District may make any necessary repairs or replacements and Owner will promptly reimburse District for the cost thereof.
- b. A guarantee security, guaranteeing such replacement and/or repair in an amount of at least ten percent (10%) of the Cost Estimate will be posted prior to exoneration of any Improvement Security ("Guarantee Security"). The amount of the Guarantee Security in no way limits the Owner's guarantee as required by this section. The replacement and/or repair will be completed promptly following notification by the District of the need for such work.

**12. Risk of Loss.** Neither the District, nor any of its board members, officers or employees, will be liable or responsible to Owner and/or anyone else, for any accident, loss or damage, happening or occurrence to the improvements specified in this Agreement prior to the Completion Date. The entire risk of loss relative to said improvements will be with Owner during the period of construction thereof and until the Completion Date.

**13. Owner's Liability.** In the event that Owner fails to perform any obligation hereunder, Owner agrees to pay all costs and expenses incurred by District in securing performance of such obligations, including cost of suit and reasonable attorney's fees.

14. **No Agency.** Owner shall be solely responsible for undertaking and directing the construction work contemplated by this Agreement. District shall have no right to direct or control the details, manner or means by which contractor completes the construction work. District shall only inspect the System to ensure the improvements satisfy District's specifications. District's inspection rights shall not impose upon District any duty to identify problems or potential problems with the work or construction safety measures, it being understood that Owner and/or its contractors have sole control of the property utilized for the installation of the System. Owner shall rely solely on its employees, agents and contractors with respect to the quality and completeness of the work on the System and construction safety measures. Neither Owner nor any of Owner's agents or contractors are or shall be considered to be agents of District in connection with the performance of Owner's obligations under this Agreement.

15. **Assignment.** This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement will not be assigned by the Owner, without the prior written consent of District, which consent will not be unreasonably withheld or delayed. In connection with any such consent District may condition its consent upon the acceptability of the relevant experience and financial condition of the proposed assignee, the assignee's express assumption of all obligations of the Owner hereunder, and/or upon any other factor which District deems relevant in the circumstances. In any event, any such assignment will be in writing, will clearly identify the scope of the rights and/or obligations assigned, will not be effective until approved in writing.

16. **Indemnification.** Owner shall defend (by legal counsel acceptable to District), indemnify and hold harmless District, its officers, directors, employees, agents, and each of their respective successors and assigns, from and against any and all direct and indirect, known and unknown, obligations, liabilities, judgments, claims, demands, losses (including consequential losses), costs, expenses and fees (including reasonable attorneys' fees and costs of defense), of whatsoever kind or nature relating to or arising out of the construction, maintenance, operations or abandonment of the System by Owner or Owner's contractors or agents, Owner's right to reimbursement under this Agreement, or failure by Owner or Owner's contractors or agents to comply with applicable local, state and federal laws, including, without limitation, prevailing wage laws as set forth in California Labor Code sections 1720, et seq., and 1770, et seq., and Title 8, Section 16000, et seq., of the California Code of Regulations. District may, at its sole discretion, participate in said defense, but such participation shall not relieve Owner of its obligations under this Agreement, and Owner shall reimburse District for the reasonable legal fees incurred by District in such defense.

17. **Default.**

- a. If Owner refuses or fails to prosecute the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if Owner should be adjudged bankrupt, or if Owner should make a general assignment for the benefit of the Owner's creditors, or if a receiver should be appointed in the event of Owner's insolvency, or if Owner, or any of Owner's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, or if Owner shall fail to pay subcontractors, laborers, employees or materialmen for labor or materials

supplied to the project, District may serve written notice upon Owner and Owner's surety of breach of this Agreement, or of any portion thereof, and the default of Owner.

- b. In the event notice of Owner's breach is served pursuant to Section 17.a., Owner's surety will have the duty to take over and complete the work and the improvements herein specified. Notwithstanding the foregoing, if Owner's surety, within five (5) days after such notice of breach is served upon it, fails to give District written notice of its intention to take over the performance of the Agreement or does not commence performance thereof within twenty (20) days after notice to District of such intention, District may, by contract or by any other method District may deem advisable, perform the work and prosecute the same to completion for the account of, and at the sole expense of, Owner. In the event District elects to perform the work pursuant to this Section, Owner and Owner's surety will be liable to District for all costs or damages suffered by District. In such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, equipment and other property belonging to Owner as may be on the work site and necessary therefore. The rights of District provided in this section are in addition to and cumulative to any and all other rights of District as provided by law and any election by District to proceed as stated in this paragraph, and will not be construed as being in lieu of any other such rights provided by law.

**18. Conditional Will Serve Letter; Provision of Service.**

- a. Upon full execution of this Agreement, the District will issue a conditional will serve letter to Owner indicating that District has available capacity for wastewater collection and treatment services for the Real Property served by the System, and will provide those services to Owner if all terms and conditions for service set forth in this Agreement, and applicable local, state and federal law, have been fully satisfied, including, without limitation, the following:
  - (1) The System has been completed in full compliance with this Agreement; and,
  - (2) Owner has posted the Guarantee Security and has made all payments required to be made under this Agreement.
- b. Upon Owner's satisfaction of all terms and conditions for service set forth in this Agreement as well as applicable local, state and federal law, District will:
  - (1) provide wastewater collection and treatment services to the Real Property in accordance with District's rules and regulations and other applicable law; and,
  - (2) exonerate the letter of credit, bond or other approved security instrument provided by Owner pursuant to Section 10. District's provision of service as set forth herein is subject to and contingent upon Owner's payment of all applicable service charges and other fees as may be imposed by District in accordance with the requirements of law.

19. **Waiver of Reimbursement.** All costs for construction of the System shall be borne solely by Owner. Owner hereby waives any right to reimbursement of said costs, in whole or in part, by or through the District.

20. **Prevailing Wage Requirement.** Owner is aware that requirements of the California Labor Code sections 1720, et seq., and 1770, et seq., and of Title 8, Section 16000, et seq., of the California Code of Regulations (collectively, "Prevailing Wage Laws") may require that the prevailing rate of per diem wages be paid to workers employed to execute the work contemplated under this Agreement.

21. **Notice.** Unless otherwise provided, all notices herein required will be in writing and delivered in person or sent by U.S. mail, postage prepaid at the addresses set forth below. Any party may change the specified addresses by notice in writing to the other party.

General Manager  
Triunfo Sanitation District  
1001 Partridge Drive, Suite 150  
Ventura, California 93003-0704

Virender Jain  
338 Bell Canyon Road  
Bell Canyon, California 91307

Any party may change the above address by notice, in writing, to the other party and, thereafter, notices will be addressed and transmitted to the new address.

22. **No Waiver.** No failure or delay by either party in asserting any of its rights and remedies as to any default of the other party shall operate as a waiver of the default, of any subsequent or other default by the other party, or of any rights or remedies otherwise applicable. No such delay shall deprive either party of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement.

23. **No Inducement.** Each party acknowledges to the other that no one (including, without limitation, any party, or any agent of attorney of any party) has made any promise, representation, or warranty whatsoever, expressed or implied, written or oral, not contained herein concerning the subject matter hereof to induce it to execute this Agreement, and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation, or warranty not contained herein.

24. **Attorney's Fees.** In the event that any dispute between the parties arising under this Agreement results in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses (including attorney's fees) incurred in such action.

25. **Further Assurances.** The parties shall take such further actions and execute such further documents as shall be reasonable be necessary to effect the transactions contemplated under this Agreement.

26. **Severability.** If any section, subsection, clause, sentence, phrase, or provision of this Agreement is held invalid or unconstitutional by any court of competent jurisdiction, the invalidity thereof shall not affect the validity of the remaining portions of this Agreement.

27. **Construction.** The Parties have each carefully reviewed this Agreement, and have agreed to each term of the Agreement. No ambiguity shall be presumed to be construed against any Party.

28. **Captions.** The captions of the Sections of the Agreement are for convenience and reference only. They shall not be construed to define or limit the provisions to which they relate.

29. **Terms.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

30. **Incorporation of Recitals.** The foregoing recitals are incorporated herein as though fully set forth.

31. **California Law.** This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, venue for such litigation shall be in a court of competent jurisdiction in the County of Ventura.

32. **Successors In Interest.** This Agreement shall be binding upon and shall inure to the benefit of all agents, executors, administrators, personal representatives and other successors in interest of the parties herein.

33. **Authority.** Each person executing this Agreement warrants and represents to the other party that it has the authority to execute this Agreement, that it has read and fully understands this Agreement, and that it is entering into this Agreement freely and voluntarily.

34. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original.

35. **Effective Date.** This Agreement shall become effective upon the date of the last Party's execution.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

TRIUNFO SANITATION DISTRICT:

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

By: \_\_\_\_\_

Directors

Chair Board of

(Signatures Continue on Following Page)

APPROVED AS TO FORM:

ARNOLD, BLEUEL, LAROCHELLE, MATHEWS &  
ZIRBEL, LLP

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

By: \_\_\_\_\_  
JOHN M. MATHEWS  
Legal Counsel for DISTRICT

OWNER:

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

\_\_\_\_\_  
VIRENDER JAIN

OWNER:

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

\_\_\_\_\_  
NIDHI GULECHA

ATTEST:

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

By: \_\_\_\_\_  
JOSIE GUZMAN, Clerk of the Board

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EXHIBIT "A"

APN 850-0-043-155

Property located at 338 Bell Canyon Road, Bell Canyon, California and legally described as:

LOT 583, TRACT NO. 2008-5, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE(S) 66 TO 75, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT MINERALS, INCLUDING, BUT NOT LIMITED TO OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING UNDER A PLANE 500 FEET BELOW THE SURFACE OF SAID PROPERTY, WITHOUT, HOWEVER, THE RIGHT OF ENTRY TO THE SURFACE OF SAID PROPERTY TO ANY PLAN THEREOF LYING ABOVE SAID PLANE.

EXHIBIT "B"

(Schedule of District fees and costs will be inserted prior to owner execution.)