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1 **1.1** Owner has installed a 1,500 gallon holding tank, in lieu of a leach field, as part of the
2 Property's on-site septic system to the satisfaction of the Riverside County Department of
3 Environmental Health.

4 **1.2** Owner shall dispose of domestic wastes only into the holding tank.

5 **1.3** Owner shall abide by all conditions of approval of Zoning Case Number MP-003-989,
6 as imposed by the City Council on December 9, 1999. Any violations of these conditions of approval
7 shall also constitute a breach of this Agreement.

8 **1.4** Owner shall have the holding tank emptied on an as-needed basis by a liquid waste
9 hauler that possesses a valid liquid waste hauler's permit issued by the City of Riverside ("Qualifying
10 Liquid Waste Hauler").

11 **1.5** Owner shall provide City's Public Utilities Department, at the address set forth in
12 Section 4.4, with copies of original manifests showing proper disposal of the holding tank wastes by
13 the Qualifying Liquid Waste Hauler and copies of original receipts showing payments by Owner to
14 the Qualifying Liquid Waste Hauler.

15 **1.6** Owner agrees that City shall have no obligation at any time to assure the proper
16 emptying of the holding tank and disposals of wastes from the Property or liability associated with
17 such holding tank or waste disposal, and that except as expressly provided for herein, all costs
18 associated with such holding tank and waste disposal shall be borne by Owner.

19 **1.7** Owner agrees that the City will have no obligations to reimburse any additional costs
20 associated with any hazardous chemicals or other substances not acceptable to the waste treatment
21 plant.

22 **1.8** Owner shall connect to City sewer facilities and pay all then existing fees associated
23 with such facilities when City sewer facilities are constructed to within one hundred sixty (160) feet
24 of the Property.

23 **2. CITY'S OBLIGATIONS.**

24 **2.1** Within thirty days after Owner submits adequate documentation to City of holding tank
25 waste disposal costs in accordance with Section 1.5, City shall reimburse Owner for such costs.

26 **2.2** City's obligations to reimburse Owner shall terminate on termination of this Agreement
27 pursuant to Section 3.

28 **3. TERMINATION.** This Agreement shall terminate upon the earliest to occur of the following:

1 **3.1** The thirtieth day after City extends City's sewer service to within one hundred sixty
2 (160) feet of the Property; or

3 **3.2** The thirtieth day after City gives Owner written notice of Owner's material breach of
4 this Agreement, which breach Owner has failed to cure by such thirtieth day.

5 **4. MISCELLANEOUS TERMS.**

6 **4.1 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of
7 the successors, heirs and assigns of the parties.

8 **4.2 Assignment.** Prior to Owner's assignments or transfers of any part of the Agreement, Owner
9 shall obtain City's prior written consent. It shall not be unreasonable for City to withhold its consent
10 to any transfer or assignment made to a person or persons, including without limitation, any
11 corporation, partnership, association, trust, company or proprietorship, who is or are not the owners
12 of the whole estate of the Property.

13 **4.3 Indemnity.** Except as to the sole negligence or willful misconduct of the City, Owner agrees
14 to indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents,
15 and Council Members ("City Indemnified Parties") from and against any claim for damage, charge,
16 lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense
17 (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind
18 or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to,
19 or are a consequence of, or are attributable to, or are in any manner connected with the performance
20 of this Agreement, or anyone employed by or working under the Owner or for services rendered to
21 Owner in the performance of this Agreement, notwithstanding that the City may have benefited from
22 its work or services. This indemnification provision shall apply to any acts, omissions, negligence,
23 recklessness, or willful misconduct, whether active or passive, on the part of the Owner or anyone
24 employed or working under the Owner.

25 **4.4 Amendments.** This Agreement may be modified, amended or supplemented only by a
26 written document duly executed by all parties.

27 **4.5 Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose
28 of enforcing a right or rights provided by this Agreement shall be tried in a court of competent
jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions
of law providing for a change of venue in such proceedings to any other county.

1 **4.6 Notices.** Any written communication required or permitted to be given hereunder will be
2 deemed received upon personal delivery or forty-eight (48) hours after deposit in any United States
3 mail depository, first class postage prepaid, and addressed to the party for whom intended, as follows:

4 If to Owner: Robert Allen Shepherd

5 173 Fielder Ln.
6 Grants Pass, CA OR 97526

7 If to City: City of Riverside Public Utilities Department

8 3900 Main Street

9 Riverside, CA 92522

10 Attention: General Manager

11 Either party may change such address by giving notice to the other party as provided herein.

12 **4.7 Nondiscrimination.** During Owner's performance of this Agreement, Owner shall not
13 discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical
14 disability, mental disability, medical condition including the medical condition of Acquired Immune
15 Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information,
16 gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the
17 selection and retention of employees and subcontractors and the procurement of materials and
18 equipment, except as provided in Section 12940 of the California Government Code. Further, Owner
19 agrees to conform to the requirements of the Americans with Disabilities Act in the performance of
20 this Agreement.

21 **4.8 Time of the Essence.** Time is of the essence to each and every provision of this Agreement.

22 **4.9 Waiver.** Any waiver by either party of its rights under this Agreement, or with respect to
23 any default or other matters under this Agreement, shall not be deemed waivers to any subsequent
24 default or other matters in connection therewith. Any delay, short of the statutory period of limitation
25 in asserting or enforcing any right, shall not be deemed a waiver of such right.

26 **4.10 Severability.** Each paragraph and provision of this Agreement is severable from each other
27 paragraph and provision, and if any paragraph, provision or part thereof is declared invalid, the
28 remaining paragraph and provisions shall nevertheless remain in full force and effect.

29 **4.11 Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement
30 of the terms of the agreement between the parties pertaining to the subject matter of this Agreement,
31 and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither
32 party has been induced to enter into this Agreement by, and neither party is relying on, any
33 representation or warranty outside those expressly set forth in this Agreement.

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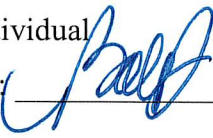
[SIGNATURES ON FOLLOWING PAGE.]

1 **IN WITNESS WHEREOF**, City and Owner has caused this Agreement to be duly executed on
2 the day and year first written above.

3
4 **CITY OF RIVERSIDE**, a California
5 charter city and municipal corporation

6 By: _____
7 Mike Futrell
8 City Manager

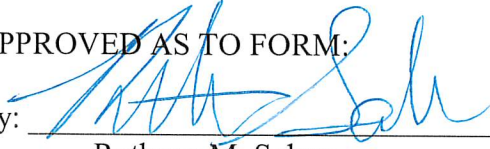
9 **ROBERT ALLEN SHEPHERD**, an
10 individual

11 By:  _____

12 **ATTEST:**

13 By: _____
14 Donesia Gause
15 City Clerk

16 **APPROVED AS TO FORM:**

17 By:  _____
18 Ruthann M. Salera
19 Senior Deputy City Attorney

20 \\rc-citylaw\cycom\WPDOCS\D019\P040\00800884.docx
21 CA: 99-2241.2 RMS/jv 03/19/2024