

INSTRUCTIONS TO COMPLETE

CONDITIONAL SEWER OR WATER SERVICE AGREEMENT

Please complete the following.

1. Complete the first page of the Conditional Sewer or Water Service Agreement (Agreement) with the owner'(s') name, mailing address, property address, and assessor parcel number. Enter the date and owner's names in the first paragraph. The legal description is required after the second paragraph. A copy of the Deed must be attached as the second page to verify the ownership and legal description.
2. Complete the owner acknowledgment on page 5 and have it notarized.

Return the Agreement to the Permit Center, ATTN: John Wotila, 345 North El Dorado Street, Stockton, California. City staff will record the executed Agreement at the office of the San Joaquin County Recorder. A recording fee payable to the San Joaquin County Recorder must be paid upon filing of the Agreement with the City. The recording fee is currently \$14.00 for the first page and \$3.00 for each additional page.

3. The Sewer or Water Connection Permit will be issued following submittal of a fully executed and notarized Agreement and payment of all applicable filing and recording fees at the City's Permit Center.

Should you have questions or require other assistance regarding this matter, please do not hesitate to contact the Municipal Utilities Department Permit Center representative at (209) 937-8436.

When recorded, return to:
City of Stockton
Municipal Utilities Department
Engineering Division
2500 Navy Drive
Stockton, CA 95206

MUNICIPAL UTILITIES DEPARTMENT
After Signing, Transmit a Copy to:

- ___ Owner of Record
- ___ Community Development Director
- ___ Public Works Director
- ___ City Clerk (Original)

OWNER NAME(S)
(as shown on deed)

MAILING ADDRESS

PROPERTY ADDRESS

**ASSESSOR PARCEL
NUMBER**

CITY OF STOCKTON

CONDITIONAL ANNEXATION AGREEMENT FOR WATER SERVICE

This Conditional Annexation Agreement for Water Service is entered into this ___ day of _____, 20___, by and between _____ hereinafter referred to as "OWNER" and the City of Stockton, hereinafter referred to as "CITY."

WHEREAS, OWNER is the owner of certain real property located within the unincorporated area of San Joaquin County; and

WHEREAS, OWNER has filed an application with the CITY for water service outside the corporate boundaries of the CITY; and

WHEREAS, as a condition for receiving CITY water service, CITY requires the annexation of the subject property if it is feasible to do so; and

WHEREAS, it is not in the best interest of the CITY to annex this property to the CITY at this time; and

WHEREAS, water service to this property is necessary in the interest of public health; and

WHEREAS, in cases where a property cannot be readily annexed, CITY requires the execution of a conditional annexation agreement for water service stipulating that OWNER consents to annexation in the future.

NOW, THEREFORE, the parties have agreed as follows:

1. CITY will allow OWNER to connect to the City water system upon securing the necessary permits and payment of fees and charges as established by the City Council for service outside the corporate boundaries of the City.

2. OWNER will pay CITY the established fees and charges, including the monthly water usage charges, applicable to the type of service requested, in accordance with City's Water Rate Fees and Regulations.

3. OWNER will notify CITY in writing when the subject property undergoes a transfer in ownership. Notification shall be made by depositing a written notice in the U. S. Mail, postage prepaid, addressed as follows: Director of Municipal Utilities, City of Stockton, 425 North El Dorado Street, Stockton, CA 95202.

4. OWNER, in consideration for receiving City water service, hereby consents to the annexation to the City of Stockton of the subject property, waives any right to protest the annexation and assigns to the CITY any right to vote on the annexation. Annexation shall occur when the CITY deems the annexation of the subject property feasible. At that time, OWNER agrees to pay CITY an amount to cover the subject property's proportionate share of the costs to conduct the annexation.

5. CITY may discontinue water service upon the giving of ninety (90) days' advance written notice of its intention to do so if OWNER fails to pay for the annexation or if annexation to the CITY of the subject property is not completed.

6. This agreement shall be binding upon, and inure to the benefit of, all heirs, assignees, or successors-in-interest of the above named parties as a covenant that runs with the land.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the date first written above.

CITY OF STOCKTON

By ASSISTANT DIRECTOR, COMMUNITY
DEVELOPMENT DEPARTMENT
MICHAEL McDOWELL

ACKNOWLEDGMENT

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 _____,

On _____, 20____ before me, _____
(insert name and title of the officer)

personally appeared _____
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 _____ (Seal)

OWNER(S)

ACKNOWLEDGMENT

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 _____,

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____ 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 _____ (Seal)