

Recording Requested By:
Public Utilities Department, City of Fresno
Attn: Doug Hecker
No Fee-Govt. Code Sec. 610

When Recorded Mail To:
City Clerk, City of Fresno
2600 Fresno Street
Fresno, CA 93721

APN # [APN]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Account # [Account Number]

AGREEMENT AND LIEN
Payment of Water Connection and Related Charges
FMC 6-507(d) and 6-305

THIS AGREEMENT is entered into by and between [Property Owner] (hereinafter "Owners" whether singular or plural) who are all the record owners of [Property Address] Fresno, California [zip code] (the "Property"), and the CITY OF FRESNO (hereinafter "City").

RECITALS:

WHEREAS, Owners desire that their real property located at [Property Address], in Fresno, California, the "Property," be connected to the City water system for the purpose of allowing property to receive service from such water system; and

WHEREAS, Owners' Property is as legally described in Appendix "A" attached hereto and incorporated herein by reference as if set forth herewith in full; and

WHEREAS, Owners are required to pay all applicable water connection charges for connecting to the City water system under Article 3 of Chapter 6 of the Fresno Municipal Code, as amended; and

WHEREAS, Owners seek to defer payment of water connection charges, public water service connection, private water service line installation, and/or well destruction charges, by entering into an agreement with the City to finance these charges over a period of not more than twenty years at a variable rate of interest, adjusted annually on July 1, each year, as provided for in Section 6-507(d) and 6-305(c)(1) of the Fresno Municipal Code, and the Master Fee Schedule as amended from time to time; and

WHEREAS, Owners hereby warrant that any and all parties having record title interest in the Property which may ripen into a fee have subordinated to this Agreement; and all such instruments of Subordination, if any, are attached hereto and made a part of this Agreement.

AGREEMENT:

NOW, THEREFORE, Owners, in consideration of all the foregoing and said water connection and allowed use of the water, agree as follows:

1. Owners shall pay public water service connection, private water service line installation, on site water system, and well destruction charges for Property as set forth in Appendix "A," which shall be paid in substantially equal monthly installments amortized over a period of not more than twenty years, at a variable rate of interest, adjusted annually on July 1, each year, which shall not be less than the rate the City would otherwise be able to receive by placing such amount in investment accounts as periodically established by the City Controller and adopted by the Council of the City of Fresno in the Master Fee Resolution. The amount to be financed shall not be greater than \$20,000 for any Property.

2. Owners reserve the right to accelerate and pay, at any time, the whole or any part of the full remaining balance of said charges due to City. In case of any default hereunder, the Controller of the City of Fresno may declare the entire remaining balance due.

3. The charges set forth in Appendix "A" and any balance thereof due, and any delinquencies thereof, including accumulated interest and service charges attaching thereto, shall be a lien upon Property, which lien shall be as described in, and shall be enforceable in any manner provided in law or equity including private foreclosure and sale of property as provided in Civil Code Section 2924, as amended.

4. This Agreement shall apply to all applicable public water connection charges, private water service line connection costs, on site water system, meter charge, and frontage charge. This Agreement shall also apply to well destruction, and transmission grid main charges for water mains, within the extended edges of Property.

5. If at any time Owners abandon any well on Owner's property, as defined by the Department of Water Resources Bulletins 74-81 and 74-90 (together, the "Water Well Standards"), Owners will destroy the well pursuant to the Water Well Standards. If Owners fail to destroy an abandoned well, City reserves the right to arrange, and invoice Owners for, such destruction.

6. This Agreement shall constitute a covenant running with the land, shall be in favor of and for the benefit of City and its property, shall be enforceable thereby, and shall be binding upon the successors and heirs of Owners.

7. In the event that there is a sale or transfer of property by Owners, Owners shall be required to pay the entire balance, including accumulated interest and service charges, on or before the date of the recording of such sale or transfer. If payment is not made, the City shall not release the lien upon the Property, and shall retain the option to pursue any and all legal remedies available to obtain payment.

8. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or

not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

Dated: This [Day] day of [Month], [Year]

[Property Owner]

[Property Owner]

[Property Owner]

CITY OF FRESNO
Department of Finance

By: _____
Michael Lima
City Controller

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.

[illegible]

On _____ before me, _____, Notary Public 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)

SUBORDINATION

The undersigned as holder of the beneficial interest in and under that certain Deed of Trust recorded on _____, in the office of the Fresno County Recorder as Document No. _____ of _____ which the _____ Deed of _____ Trust in _____ by _____ and _____ between: _____, as Trustor, _____, as Trustee, and _____, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereto to the foregoing AGREEMENT AND LIEN, Payment of Water Connection and Related Charges, FMC 6-507(d) and 6-305.

DATED: _____, 201__

BENEFICIARY

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

(Beneficiary to print/type document information, Name, Title and attach Notary Acknowledgment)