

RECORDING REQUESTED BY:

CITY OF CRESCENT CITY

WHEN RECORDED RETURN TO:

CITY OF CRESCENT CITY
ATTN: CITY CLERK
377 J STREET
CRESCENT CITY, CA 95531

TAX STATEMENTS: NO CHANGE

APN: [XXX-XXX-XXX-XXX]

*Exempt from Recording Fees Gov. Code §27383
Exempt from SB 2 Fee Gov. Code §27388.1(a)(2)(D)*

GRANTOR: [PROPERTY OWNER]

GRANTEE: CITY OF CRESCENT CITY

AMOUNT: \$ [total due]

PAYMENT AGREEMENT & LIEN FOR UTILITY CONNECTION FEES

This payment agreement & lien for utility connection fees (“Agreement”) is entered into by and between [PROPERTY OWNER NAME] (“Property Owner”) and the CITY OF CRESCENT CITY, a California municipal corporation (“City”). This Agreement will be effective upon its execution by City.

RECITALS

- A. Property Owner owns the parcel of real property commonly referred to as [street address], Crescent City, CA 95531, and identified as Del Norte County Assessor’s Parcel Number [XXX-XXX-XXX] (the “Property”), more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.
- B. The Property qualifies as a residential development under Gov. Code § 66007.
- C. Property Owner desires to obtain City sewer and/or water service for the Property and to defer payment of the utility connection fee(s) pursuant to Resolution No. 2024-99.
- D. Property Owner owes City the following connection fees: \$2,700 for water and \$9,682 for sewer (“Connection Fees”).
- E. The residential unit(s) on the Property will not be issued a certificate of occupancy until the connection fees are paid.

AGREEMENT

- 1. INCORPORATION OF RECITALS. The recitals contained in this Agreement are true and correct and incorporated herein as part of this Agreement.
- 2. TIME FOR PAYMENT. Property Owner acknowledges its obligation to pay the Connection Fees prior to CITY’s issuance of a certificate of occupancy for the residential development on the Property. If the residential development contains more than one dwelling unit, then the connection fees must be paid upon a pro rata basis for each dwelling unit as a condition of receiving a certificate of occupancy for that unit. Payment can be made at any time prior to issuance of the certificate of occupancy without penalty.

- 3. GRANT OF LIEN. As security for the payment of the Connection Fees, Property Owner grants a lien upon the Property (described in Exhibit A) in favor of City in the amount of the Connection Fees.
- 4. DUE ON SALE. The Connection Fees are due on sale of the Property. Property Owner is responsible to notify City of the opening of an escrow for the sale of the Property and to pay the Connection Fees from the proceeds of the sale. Failure to pay the Connection Fees during prior to closing escrow shall constitute a breach of this Agreement.
- 5. BREACH OF AGREEMENT. If Property Owner breaches this Agreement and does not pay the Connection Fees when due, then City may pursue any legal remedies available to it to recovery the amount owed for the Connection Fees.
- 6. BINDING ON SUCCESSORS. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.
- 7. ATTORNEY’S FEES. If a legal action is brought to enforce or interpret this Agreement, the prevailing party will be entitled to an award of cost and reasonable attorneys’ fees, including but not limited to the full cost to the prevailing party of publicly employed legal counsel. The prevailing party will also be entitled to a separate award of fees and costs incurred in post-judgment proceedings to enforce, interpret or collect on any judgment obtained.
- 8. NOTICES. Legally required notices shall be personally delivered or mailed to:

If to Property Owner:

[name]
 [address]
 [city, state, zip]

If to City:

City of Crescent City
 Attn: City Manager
 377 J Street
 Crescent City, CA 95531

- 9. AUTHORITY AND REPRESENTATION. The signatories hereto represent that they have the legal authority to bind their respective parties to this Agreement.

The parties have caused this Agreement to be executed as of the date last written below at Crescent City, California.

PROPERTY OWNER:

Dated: _____

 [NAME]

Dated: _____

 [NAME]

STATE OF CALIFORNIA COUNTY OF _____	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.
On _____ (date) 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 signatures(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. [seal]	
_____ Signature	

STATE OF CALIFORNIA COUNTY OF _____	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.
On _____ (date) 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 signatures(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. [seal]	
_____ Signature	

CITY OF CRESCENT CITY:

Dated: _____

- _____
- ERIC WIER, CITY MANAGER
 - [or]
 - LINDA LEAVER, FINANCE DIRECTOR

APPROVED AS TOR FORM:

MARTHA D. RICE, CITY ATTORNEY

STATE OF CALIFORNIA	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.
COUNTY OF DEL NORTE	
On _____ (date) 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 signatures(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.	[seal]
_____ Signature	

EXHIBIT A: LEGAL DESCRIPTION

[insert legal description from deed]