

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

MUNICIPAL UTILITIES DEPARTMENT

After signing Transmit 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 SEWER SERVICE AGREEMENT

This Conditional Sewer Service Agreement 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 sewer service outside the corporate boundaries of the CITY; and

WHEREAS, as a condition for receiving CITY sewer 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, sewer 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 sewer service agreement 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 sewer 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 sewer usage charges, applicable to the type of service requested, in accordance with City's Sewer 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 sewer 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 sewer 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.

