

After recording return to:



ANNEXATION AGREEMENT

This Agreement, dated as of the date of the last party signing, is entered into by and between the CITY OF _____ (herein referred to as the "CITY" and _____ (herein referred to as "OWNER") who is the owner of certain property (herein referred to as the "PROPERTY").

WHEREAS, the OWNER wishes to receive, or is already receiving, CITY water or sewer service to the PROPERTY; and

WHEREAS, the CITY has a practice of extending such service only to properties which are now within the City limits, or which will in the future be annexed to the CITY; and the CITY does not extend such service to properties which are not likely to be annexed in the future.

WHEREAS, the CITY is willing to provide such service to the PROPERTY, on the condition that the OWNER will not oppose the eventual annexation of the PROPERTY into the City of _____; and/or the formation of a special district with the authority to levee special assessments; and

WHEREAS, there are certain fees and assessments collected by the CITY, by the Humboldt County Local Agency Formation Commission ("LAFCo"), and by the State Board of Equalization ("BOARD") to cover the costs of processing applications for annexation and the costs of extending services.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I SUBJECT PROPERTY

1.01 Description of the Property. The PROPERTY located at _____ is described in the legal description (attached) as Exhibit "A", and is further depicted on the parcel map attached hereto as Exhibit "B" as Assessor Parcel Number _____.

ARTICLE II OWNER'S AGREEMENT

2.01 Waiver of right to protest. OWNER hereby waives the right to protest the annexation of the PROPERTY into the CITY, as provided in Section 57051 of the California Government Code. OWNER also waives the right to protest the formation of a special district formed in connection with the extension of services to the PROPERTY.

2.02 Payment of annexation fees. OWNER agrees to pay, in a timely manner, all fees costs and charges incidental to commencement of annexation of the PROPERTY into the CITY, including, without limitation, any and all fees, costs and charges of LAFCo, or the BOARD. In the event owner shall fail to pay any fee, cost or charge incurred by the CITY in connection with annexation of the PROPERTY, the CITY, at its sole election and in

addition to such remedies as it may have by law, may terminate water and/or sewer services unless and until all such fees, costs, and charges have been paid in full.

2.03 Payment of service connection fees. OWNER hereby agrees to pay any and all fees required for the connection to CITY water and/or sewer service in the manner prescribed by the CITY. OWNER understands and agrees that such service will be withheld or terminated by the CITY if the required connection fees are not paid.

2.04 Payment of sewer/water service. OWNER hereby agrees to pay for CITY water/sewer, subject to the rate schedule adopted by the _____ City Council for such service. OWNER understands and agrees to pay the rates as may be set, and from time to time amended, for such service to properties located outside of the City limits, until such time as the PROPERTY is annexed to the City, after which the rate for service inside the City will be charged.

2.05 Requirement to connect. It is expressly understood and agreed to by OWNER that, in the event that the PROPERTY is not connected to CITY sewer service. Such sewer service connection may result in substantial costs to the owner in the form of connection fees, construction costs, and other costs; all of which shall be the responsibility of the OWNER as herein set forth.

2.06 Forfeiture of fees. In the event that the CITY shall disconnect water and/or sewer service from the PROPERTY due to the OWNER's failure to comply with the terms of this agreement, all fees paid as of the date of this action shall be forfeited to the CITY.

2.07 Subsequent Consequent Conditions. In the event that Owner shall breach this agreement and file a protest pursuant to Government Code Section 57051, in spite of this agreement not to protest as set forth above, the CITY at its sole election and in addition to such other remedies it may have in law or equity, may disconnect water and/or sewer service from the PROPERTY.

**ARTICLE III
CITY'S AGREEMENT**

3.01 Service extension. CITY hereby agrees to extend water/sewer service to a point adjacent to the OWNER's PROPERTY as the CITY may elect, provided that such extension shall be in a manner which will allow the OWNER to connect structures located on the PROPERTY to such service.

**ARTICLE IV
MISCELLANEOUS**

4.01 Attorney's Fees. Should any litigation be commenced between the parties hereto concerning the PROPERTY, this Agreement, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

4.02 Entire Agreement. This Agreement constitutes the entire Agreement of the parties with the respect to the extension of services and annexation of the subject property. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties with respect to this subject matter. This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by the parties hereto.

4.03 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

4.04 Recordation. This Agreement shall be filed for recordation in the official records of Humboldt County and shall remain in full force and effect until removed by action of the City of _____.

4.05 Descriptive Headings. The descriptive headings herein are inserted for convenience and reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

4.06 Binding. This Agreement shall be binding upon and shall inure to the heirs, executors, administrators, successors and assigns of the parties hereto.

4.07 Exhibits. All exhibits attached hereto and referred to in this Agreement shall be deemed fully incorporated in this Agreement by each such reference.

4.08 Further Documents. Each party will, whenever and as often as it will be requested by the other party, execute, acknowledge and deliver or cause to be executed, acknowledge and delivered, such further instruments and documents as may be reasonably necessary to carry out the transaction contemplated by this Agreement.

4.09 Waiver of Performance. The obligations of the parties to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the obligations and conditions to be performed by the other party as set forth herein. A party may waive any or all of these conditions in writing, in whole or in part, without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver of its, his or her other rights or remedies, at law or in equity, should the other party be in default of any of the agreements, representations, warranties or covenants under this Agreement.

4.10 Interpretation. Each party has had the opportunity to be represented by counsel in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date of their signatures hereunder.

THE CITY:

Date:

ATTEST:

Date:

City Clerk

THE OWNER

Date: