

AGREEMENT NO. _____

**AGREEMENT TO PAY SEWER CONNECTION FEE
IN INSTALLMENTS AND NOTICE OF SPECIAL
ASSESSMENT LIEN**

THIS AGREEMENT is made and entered into on _____, 2022 by and between the **CITY OF BAKERSFIELD**, a Charter city and municipal corporation (“CITY”) herein, and **CRYSTAL M ROSEBOROUGH** (“PROPERTY OWNER”) herein.

RECITALS

WHEREAS, PROPERTY OWNER wishes to connect to the City sewer; and

WHEREAS, CITY agrees to allow PROPERTY OWNER to pay the sewer connection fee by installment and PROPERTY OWNER agrees that the sewer connection fee will be placed on the property tax rolls for collection and placed as a special assessment lien thereon,

NOW, THEREFORE, incorporating the foregoing recitals herein, the parties agree as follows:

1. LOCATION OF PROPERTY. PROPERTY OWNER owns a single-family residence located at 2012 LACEY ST, (ATN 023-211-31-00-5) within the city limits of the CITY.

2. SEWER CONNECTION FEE. The sewer connection fee payable to the CITY shall be in the amount of One Thousand Five Hundred Thirty Eight Dollars and Twelve Cents (\$1,538.12). PROPERTY OWNER hereby requests, and CITY agrees to allow PROPERTY OWNER to pay the sewer connection fee by installment as provided for herein. PROPERTY OWNER also agrees to indemnify, defend, and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, arising out of, connected with or in any way arising from, the terms and provisions of this Agreement.

3. ECONOMIC HARDSHIP. PROPERTY OWNER represents and the City hereby finds that to pay the cost of the sewer connection fee in one payment would produce an economic hardship on PROPERTY OWNER.

4. PAYMENT. PROPERTY OWNER agrees to pay the sewer connection fee in eight equal installments of \$192.26, each of which shall be placed on the

tax assessment rolls, the first payment to be due and payable on the next Kern County Assessors tax bill.

5. CONSENT FOR SPECIAL ASSESSMENT LIEN PLACEMENT ON PROPERTY.

PROPERTY OWNER further agrees and consent to the CITY placing a special assessment lien on the above property for the amount of the sewer connection fee which will remain until such time as PROPERTY OWNER pays off the total sewer connection fee.

6. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

7. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation, and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

8. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY:	CITY OF BAKERSFIELD City Hall 1600 Truxtun Avenue Bakersfield, California 93301
PROPERTY OWNER:	CRYSTAL M ROSEBOROUGH 2012 Lacey Street Bakersfield, California 93304

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

"PROPERTY OWNER"

By: _____
KAREN GOH, Mayor

By: 

CRYSTAL M ROSEBOROUGH

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
GREGG STRAKALUSE
Public Works Director

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
JOSHUA RUDNICK
Deputy City Attorney

By: _____
RANDY MCKEEGAN
Finance Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE §1189

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.

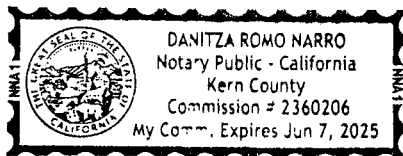
State of California)
County of Kern)

On February 25, 2022 before me, Danitza Romo Narro, Notary Public,

personally appeared Crystal Marie Roseborough 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 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.



Danitza Romo Narro
Danitza Romo Narro, Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

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 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____