

PETITION FOR SPECIAL ASSESSMENT PROCEEDINGS

TO THE CITY COUNCIL OF THE CITY OF CONCORD:

- 1) We, the undersigned, are the owners of land shown on the map attached as Exhibit A and made a part of this document.
- 2) We petition you to undertake special assessment proceedings for the following described public improvement project:

- 3) We Understand:
 - a. THAT the cost of the project will be charged to the land which benefits from the project, including our land;
 - b. THAT a report will be prepared on the project including plans and specifications, a detailed cost estimate, and a division of the costs among the benefited parcels of land, and that you will conduct a public hearing on the report;
 - c. THAT the cost of engineering, legal and other incidental and financing costs will be included in the project cost;
 - d. THAT each property owner may pay his assessment either in cash without interest or installments with interest over a period of years.
 - e. THAT if we sign this petition and do not file a written protest prior to the public hearing, it will be assumed at that time that we still favor the project.
 - f. THAT if this petition is signed by the owners of at least fifty-one percent (51%) of the land area proposed to be assessed, the City Council, at the close of the public hearing, may overrule a majority protest by a four-fifths vote of its members.
 - g. THAT protests to the proceedings will be counted solely upon the land area of the property proposed to be assessed.
- 4) The present best estimate of the total costs of the project to be financed by the proposed assessment district, including incidental and financing costs in connection herewith, is \$ ____.
- 5) We waive investigation proceedings and all other provisions of Division 4, Streets and Highways Code, as provided in Section 2804 of that code.

<i>Name and Address</i>	<i>Parcel Number of Property</i>	<i>Date</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

AND WHEN RECORDED MAIL TO

Name City Clerk
Street City of Concord
Address 1950 Parkside Drive, MS 03
City Concord, CA 94519-2578
State
Zip

SPACE ABOVE FOR RECORDER'S USE ONLY

DOCUMENT TITLE

**CONTRACT FOR SANITARY SEWER SERVICES FOR PREMISES
SITUATED OUTSIDE CITY (PURSUANT TO M.C. SEC. 5210)**

THIS AGREEMENT entered into on [month x,], between the CITY OF CONCORD, a general law city in Contra Costa County, California, hereinafter called "City", and [owner.s name(s)], hereinafter called "Owner", wherein they agree as follows:

- 1. Description.** Those premises of owner situated at (or described as consisting of):
[description]
shall be connected to the sanitary sewer system of the City by Owner at his own expense. Such connection shall be considered as having been effectively made on the [nth] day of [month,].
- 2. Connection.** Connection shall be made in the manner and form required by, and subject to the inspection and approval of the Director of Maintenance Services. In making such connection Owner grants to City the right to come in and upon subject premises to make such excavation as necessary to cut the line and to terminate service in the event of failure to perform hereunder.
- 3. Payment of Fees.** Owner has paid to City the fees required by Section 5202 of the Municipal Code and Section 5210, Subsection B, receipt of which by City is hereby acknowledged, and the pro-rata portion of the annual charge for the current fiscal year. Such annual charge for sewer service has been determined by the City Council to be the amount of \$[amount], which figure is subject to change for cause; successive annual charges shall be paid annually in accordance with Section 5203 of the Municipal Code.
- 4. Enforcement and Lien.** The premises herein described and the owner thereof shall be subject to all the provisions of Chapter 2 of Article V of the Municipal Code of the City of Concord. The City may enforce all rules and regulations, exact such enforcement measures and impose such penalties as are therein provided and in addition thereto delinquent charges shall constitute a lien upon the premises, all to the same force and effect as though the premises herein described were at all times herein mentioned and continuously hereafter within the City's corporate limits.

5. Covenants Run with Land. All of the covenants herein contained are expressly for the use and benefit of the premises to which they relate and as such shall be deemed to run with the land and to be binding upon the assigns of the City and upon the heirs, successors and assigns of the Owner.
6. Termination by City. This agreement shall terminate as to further charges upon the effective date of annexation of the premises to which it relates to the City, if such annexation occurs. It may also be terminated by the City at any time after thirty (30) days' prior written notice delivered by regular certified mail or delivered personally to the premises if charges provided to be paid are delinquent.
7. Termination by Owner. The Owner, if not delinquent in the payment of fees herein, may terminate this agreement by giving the City thirty (30) days' prior written notice of election to terminate.
8. Severance of Service. In the event sewer service is terminated hereunder for any cause, Owner shall pay to the City the reasonable cost of severing such service which cost is herein agreed to be \$[amount].
9. Recordation. This agreement, fully executed and acknowledged, shall be recorded by the City in the office of the County Recorder of Contra Costa County.
10. Severability. If any part or provision of this Agreement, or the application thereof, to any person or circumstances is held invalid, the remainder of this Agreement, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Agreement are severable.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

CITY OF CONCORD

OWNER

CITY MANAGER

"OWNER"

ATTEST:

DEPUTY CITY CLERK

"OWNER"
(Signature(s) must be acknowledged)

APPROVED AS TO FORM:

CITY ATTORNEY

When recorded mail to:

City of Concord
City Clerk
1950 Parkside Drive, MS/03
Concord, CA 94519-2578

SPACE ABOVE FOR RECORDER'S USE ONLY

CITY OF CONCORD
GRANT OF EASEMENT FOR SEWER PURPOSES

(I) (WE) _____

GRANT(S) TO CITY OF CONCORD, a general law city, in the County of Contra Costa, State of California, an easement in and upon the following described real property, situated in the County of Contra Costa, State of California, described as follows:

A permanent easement for the purpose of laying down and constructing sanitary sewer facilities at any time in and upon said premises and to keep and maintain the same for the convenience of the Grantee:

SEE EXHIBIT 'A' ATTACHED, LEGAL DESCRIPTION
SEE EXHIBIT 'B' ATTACHED, PLAT MAP

TO HAVE AND TO HOLD the said easement and right of way unto the second party and unto its successors and assigns forever.

IN WITNESS WHEREOF the first party(ies) has(have) executed this Grant of Easement this _____ day of _____, 19____.

State of California }
County of Contra Costa } ss.

On _____ before me, _____ personally
appeared _____

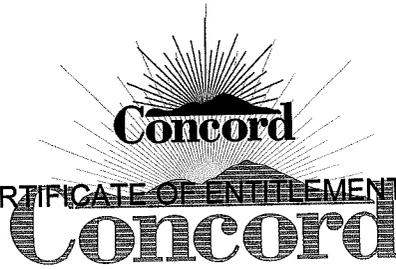
personally known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

CITY OF CONCORD
PERMIT CENTER
1950 Parkside Drive
Concord, California 94519-2578

Telephone: (925) 671-3454
Fax: (925) 671-3454



CITY COUNCIL
Susan A. Bonilla, Mayor
Mark A. Peterson, Vice Mayor
Helen M. Allen
Laura M. Hoffmeister
William D. Shinn
Mary Kae Lehman, City Clerk
Thomas Wentling, City Treasurer
Lydia E. Du Borg, City Manager

APPLICATION FOR CERTIFICATE OF ENTITLEMENT TO REIMBURSEMENT

Date _____

TO: Qamar Khan, Director of Public Works–Maintenance Services
Public Works–Maintenance Services Department
1950 Parkside Drive, MS/45
Concord, CA 94519-2578

Dear Sir:

The undersigned proposes to construct a sewer line according to City specifications to the following dimensions and along the following described route:

I hereby certify that all necessary rights-of-way have been obtained and the necessary dedications thereof to the City of Concord, California are attached hereto/have been furnished previously.

Certificate of Entitlement to Reimbursement as defined in Ordinance 523 is hereby requested.

Signature of applicant _____

Name _____

Address _____

Note: If applicant is other than an individual, its legal character should be designated and appropriate authorized signature and/or seals attached thereto.