

1995-6-14-3  
804-94-308  
Jff 8-1-94

# WATER CONNECTION AGREEMENT

THIS AGREEMENT dated August 1, 1994, by and between the CITY OF  
MERCED, "City", and ST. PAUL'S LUTHERAN CHURCH

"Owner", is based upon the following:

## RECITALS

- A. Owner is the owner of real property in the unincorporated area of the County of Merced, which property (is) (~~is not~~) contiguous to City.
- B. Owner desires and has heretofore in writing requested City to furnish water service to his real property.
- C. City is willing to furnish said water service upon the terms hereinafter set forth.

BASED UPON THE FOREGOING RECITALS AND UPON THE COVENANTS AND CONDITIONS STATED IN THIS DOCUMENT,

City agrees to furnish water service for the benefit of Owner's real property hereinafter described. The obligations of Owner stated in this agreement are covenants running with the land, and are intended by City and by Owner to be binding upon Owner and Owner's heirs, administrators, assignees and successors in interest in the land described herein.

1. Owner hereby covenants and binds himself and his successors in interest to annex said real property to City when the City Council determines that such annexation shall be made, and Owner hereby acknowledges that this writing is a request and a consent by him to so annex the said real property, and Owner for himself and his successors in interest further agrees not

to protest the annexation of said property either by itself or as part of a larger parcel of land and hereby specifically waives the provisions of all sections of law now existing or hereafter to be enacted permitting protests to be filed in annexation proceedings.

2. Owner agrees to pay to City a water facilities charge in such amount as is established by the City ordinance in effect at the time of connection to the water system.
3. Owner agrees to pay water service charges in such sum as from time-to-time may be established by the City Council.
4. Owner agrees to pay to City the sum of <sup>\$ 6,838.00</sup>~~\$ 9,321.00~~ as a deposit toward the water line extension charge which will be paid at time of approval of this agreement by City Council. At the option of City, in lieu of the water line extension charge, Owner agrees at his own expense to cause a water line, of such size as shall be determined by the City Engineer, to be constructed and installed according to City standards, at such location as shall be determined by the City Engineer as necessary or desirable to serve Owner's property and comply with City extension requirements.
5. Owner agrees to pay to City, at the time the application is made, such sum as is estimated to cover the cost, including but not limited to, costs of labor, materials, equipment and overhead needed in making the water connections and extending same to the property line.

6. If the City Council shall hereafter enact or adopt any other or additional charges, fees or other requirements related to water service, annexation or any other aspect of the subject matter of this agreement, Owner agrees to pay or perform the same in the same manner and to the same extent as any other person similarly situated.

7. Owner's intended use of said property is CONSTRUCT 8800 SQUARE  
FOOT CHURCH BUILDING FOR K-5 SCHOOL - FOR EMERGENCY FIRE  
(brief description of  
intended use for which service is required)

SERVICES ONLY -----

and said water service charge and water facilities charge are based on such use only, and water service for any other use shall require further approval by City, and if so approved, will be charged for in accordance with the charges then in effect. City may impose other or different conditions upon such approval, or may deny the same in City's sole discretion. The City Council has the right to delegate authority to one or more designated persons to amend this agreement as to the type of use or the number of connections which may be made. Until or unless such delegation of authority is affected by resolution or ordinance, amendment of this agreement requires the approval of the City Council.

8. Owner agrees to cause all future improvements and construction on said property to conform to the subdivision, zoning, housing, plumbing, electrical, building, fire, park dedication and other codes, ordinances and regulations of City, including payment of fees stipulated therein.

9. Owner agrees to cause the following changes and additions to be made, within the period specified, on structures and improvements existing or under construction at the time of execution of this agreement, subject to City inspection upon completion of construction: (None) ~~(As described in Exhibit ----- attached hereto and by reference made a part of this agreement).~~
10. Owner agrees to dedicate to public use, at no cost to City, any easements, streets, alleys or other public ways which the Planning Commission and/or the City Council find necessary and desirable for the future development of the property or for the protection and maintenance of utilities.
11. Owner agrees to the special conditions set forth in Exhibit NONE, attached hereto and by reference made a part of this agreement.
12. Owner by this writing consents to be taxed his proportionate share of City's general indebtedness existing at the time of annexation, as provided in Section 35411 of the Government Code.
13. In the event Owner's land, or any lot or parcel thereof, is to be sold or conveyed, Owner agrees to notify said purchaser or grantee of the terms and conditions of this agreement, however the binding effect of this agreement upon said purchaser or grantee shall not be lessened by the failure of Owner to give such notice.



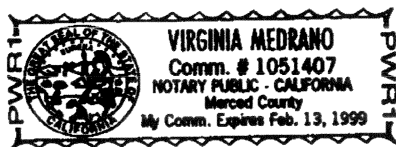
STATE OF CALIFORNIA }  
COUNTY OF Merced } ss.

On 6/6/95, before me, Virginia Medrano,  
personally appeared Paul W. Juenerman

\_\_\_\_\_, personally known to me  
(or 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 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 Virginia Medrano



(This area for official notarial seal)

Title of Document \_\_\_\_\_  
Date of Document \_\_\_\_\_ No. of Pages \_\_\_\_\_  
Other signatures not acknowledged \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Merced

On June 12 1995 before me, Mildred A. White, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared James G. Marshall,  
NAME(S) OF SIGNER(S)

☒ personally known to me - **OR** - ☐ 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 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.

Mildred A. White  
SIGNATURE OF NOTARY

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CONSENT CALENDAR

Council Member BERGMAN asked that the item regarding the appropriation for graffiti rewards be removed for separate consideration. Mayor BERNASCONI removed that item and proceeded with the remaining items on the Consent Calendar.

M/S DIAS-CORTEZ TO ADOPT A MOTION TO:

4. APPROVE WATER REQUEST #94-01 ST. PAUL'S LUTHERAN CHURCH FOR WATER SERVICES (2916 NORTH McKEE ROAD). (ADOPTION SHALL BE CONTINGENT UPON THE EXECUTION OF A WATER CONNECTION AGREEMENT.)

Roll call vote was as follows:

|          |                  |                                                     |
|----------|------------------|-----------------------------------------------------|
| AYES:    | COUNCIL MEMBERS: | CORTEZ, HASSETT, KNUDSEN, BERGMAN, DIAS, BERNASCONI |
| NOES:    | COUNCIL MEMBERS: | NONE                                                |
| ABSTAIN: | COUNCIL MEMBERS: | NONE                                                |
| ABSENT:  | COUNCIL MEMBERS: | GARCIA                                              |

# CITY OF MERCED

RECEIPT

9267

ENGINEERING DEPARTMENT

DATE 6-5-1945

RECEIVED FROM ST. PAUL LULIEGAN CITY PHONE 6001

ADDRESS 2916 MCKEE RD, M

DOLLARS (\$653.00)

FOR 2916 McKee Rd

| DESCRIPTION                | AMOUNT | PAID<br>BY | CASH<br>X | CHECK | OTHER |
|----------------------------|--------|------------|-----------|-------|-------|
| PERMITS & INSPECTIONS      |        |            |           |       |       |
| SEWER FACILITY CHARGE      |        |            |           |       |       |
| WATER SERVICE INSTALLATION |        |            |           |       |       |
| WATER FACILITY CHARGE      | 6" FH  |            |           |       |       |
| FIRE HYDRANT USE PERMIT    |        |            |           |       |       |
| SUBDIV. IMPROV. PLAN CHECK |        |            |           |       |       |
| PARK FEES                  |        |            |           |       |       |
| STREET TREES               |        |            |           |       |       |
| REFUSE                     |        |            |           |       |       |
| DEPOSIT (REFUNDABLE)       |        |            |           |       |       |
| NORTH OF BEAR CREEK        |        |            |           |       |       |

SET UP NEW ACCOUNT NUMBER

OTHER REMARKS

BY

*Paul Luliegan*