

RECORDING REQUESTED BY:

City of Merced, A California Charter
Municipal Corporation

WHEN RECORDED MAIL TO:

City of Merced
City Clerk's Office
678 West 18th Street
Merced, California 95340

(Above for Recorder's Use Only)

AGREEMENT AND LIEN AFFECTING REAL PROPERTY
Deferral of Water Connection Fees

THIS AGREEMENT AND LIEN AFFECTING REAL PROPERTY
("Agreement") is made and entered into this _____ day of _____, 2022, by and between Larry K. Wright, Trustee under Trust A of the Wright Family Trust Agreement dated November 1, 2006 and Larry K. Wright, Trustee under Trust B of the Wright Family Trust Agreement dated November 1, 2006 ("Grantor"), and the City of Merced, a California Charter Municipal Corporation ("Grantee").

WHEREAS, Grantor has applied to the City of Merced for a water connection on the property located at 67 S. Coffee Street, in the City of Merced, California, more fully described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and,

WHEREAS, Grantor agrees to pay the City a total payment of Nine Thousand Three Hundred Nine Dollars (\$9,309.00) for the water connection for the Property to the City's water system, which sum includes all facility impact fees, and frontage fees (collectively, the "Connection Fee"); and,

WHEREAS, Grantor requests the full Connection Fee be deferred; and,

WHEREAS, Grantor desires to postpone payment of the Connection Fee until the occurrence of any one of the following events: (i) sale or transfer of the Property; (ii) the filing of bankruptcy petition by Grantor; or, (iii) the death of Grantor; and,

WHEREAS, Grantee is willing to defer payment of the Connection Fee if Grantor agrees to make monthly repayments of the Connection Fee starting on October 1, 2022, if Grantor has not sold the Property to a third party and the Connection Fee has not been made in full on or before that date.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

1. The Recitals above are true and correct and constitute an enforceable provision of this Agreement.
2. Grantor acknowledges that it owes Grantee the sum of Nine Thousand Three Hundred Nine Dollars (\$9,309.00) for the Connection Fee, and the initial interest rate for the sum owed by Grantor to Grantee shall be 1.422% percent, which shall be adjusted annually based upon the previous year's average interest rate earned on Grantee's investments as of October 1, 2022 until all principal and interest are fully paid. Starting October 1, 2022 and on the first day of each month thereafter, Grantor agrees to make monthly payments to the City in the amount of Forty-Four Dollars and

Seventy-Five Cents (\$44.75), with the amount of the payments to adjust annually based upon the revised annual interest rates. To secure the payment, Grantor hereby grants a lien to Grantee in the property identified in Exhibit "A."

3. Acceleration upon Sale, Transfer, Bankruptcy, or Death. The amount deferred under this Agreement shall become due and immediately payable upon the occurrence of any one of the following events: (i) sale or transfer of the Property, including, without limitation, lease, exchange or other disposition of the Property or any interest therein whether voluntary or involuntary; (ii) the filing of bankruptcy petition by Grantor; or, (iii) the death of Grantor.

4. Grantor acknowledges and agrees that Grantee may, in addition to foreclosing on its lien and/or seek all available remedies in equity or at law, disconnect utilities to the property identified in Exhibit "A" if the amounts owed to Grantee under this Agreement are not paid when due as specified in this Agreement.

5. Grantor further agrees to comply with all requirements and provisions of the Merced Municipal Code.

6. Grantor acknowledges that Grantee is not obligated but is entering into this Agreement as an accommodation to Grantor.

7. This Agreement shall be governed by and construed and enforced under the Constitution and laws of the State of California. Venue for any legal actions involving this Agreement shall rest solely with the Superior Court in the County of Merced.

8. The waiver by any party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance or

law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law. Waiver shall not be deemed effective until and unless signed by the waiving party.

9. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

11. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

12. This Agreement constitutes the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations, prior discussions, and preliminary agreements or contemporaneous understandings, written or oral.

13. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

14. All parties to this Agreement declare that, prior to the execution of this Agreement, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Agreement

and making the decision to execute it. The parties each represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Agreement or their respective legal counsel with regard to the subject matter, basis or effect of this Agreement.

15. The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Agreement and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.

16. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

GRANTOR:

Larry K. Wright, Trustee under Trust
A of the Wright Family Trust
Agreement dated November 1, 2006



Larry K. Wright, Trustee

GRANTOR:

Larry K. Wright, Trustee under Trust
B of the Wright Family Trust
Agreement dated November 1, 2006

Larry K Wright
Larry K. Wright, Trustee

Larry K. Wright, Trustee

[Signature must be notarized]

**CITY OF MERCED, A California
Charter Municipal Corporation**

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  Date 7/27/22

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

ACKNOWLEDGMENT

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 Merced,

On August 3, 2022 before me, Taylor Gates, Notary Public
(insert name and title of the officer)

personally appeared Larry K. Wright
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 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.

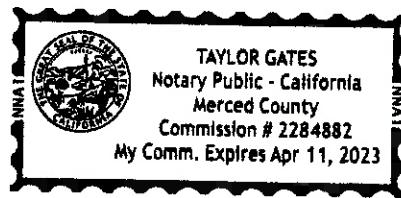
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Taylor Gates

(Seal)



ACKNOWLEDGMENT

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 Merced
County of Merced

On August 3, 2022 before me, Taylor Gates, Notary Public
(insert name and title of the officer)
personally appeared Lamy K. Wright
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 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.

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.

Signature Taylor Gates

(Seal)

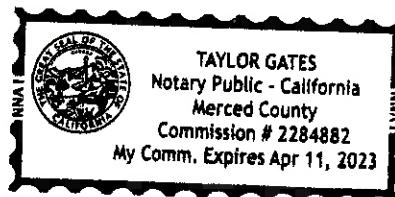


EXHIBIT A

LEGAL DESCRIPTION

Parcel 3, as shown on that certain Parcel Map filed for record February 28, 1974 in Vol. 24 of Parcel Maps, at page 11 and being a portion of lot 100, according to map entitled, "MAP OF MERCED COLONY" recorded February 3, 1910 in Vol. 4 of Official Plats, page 24, Merced County Records.

Assessor's Parcel No.: 061-261-013