

**AND WHEN RECORDED MAIL TO:**

CITY OF HOLTVILLE  
ATTN: SANDRA MANDUJANO  
121 WEST 5<sup>TH</sup> STREET  
HOLTVILLE, CA 92250

**THIS SPACE RESERVED FOR RECORDER ONLY  
GOV. CODE 27361.6**

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**AGREEMENT FOR SEWER SERVICE**

This agreement, made and entered into between the City of Holtville, a municipal corporation, hereinafter referred to as "City" and Rodney and Gracie Tabita hereinafter referred to as "consumer".

**WITNESSETH:**

WHEREAS, consumer is the owner of certain real property outside the city limits of the City of Holtville; and

WHEREAS, consumer is desirous of connecting to City's existing sewer lines for the purpose of discharging sewerage waste into City's sewerage system, and

WHEREAS, City is agreeable to permit consumer to hook up to consumer's real property, as more particularly described below, upon certain conditions.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein, City and consumer agree as follows:

1. City hereby grants to consumer permission to connect with existing sewer system of the City, the property of consumer in the County of Imperial, States of California, more particularly described as follows:

PARCEL NO. 045-440-041

2323 ORANGE AVE, HOLTVILLE CA 92250

LEGAL DESCRIPTION: LOT 2 MORFORDS SUB OF BLK 82 TSTE HOLTVILLE TR 88 15-15

2. Consumer agrees to be bound by all Ordinances, rules and regulations of the City pertaining to sewer service, and to pay such rates for said service as the City Council of the City may fix by Ordinance, resolution of motion duly adopted.

3. ~~The parties agree that City will not lay any additional sewer lines to enable consumer to connect with the existing sewer system of the City, and that consumer will, at his own expense, lay such sewer lines as may be required to extend existing sewer lines to the property of consumer. Consumer agrees that all material and labor for laying any such water lines shall be at the expense of consumer and that such lines must be properly constructed to City specifications~~

R.T.     GT  
Initials

R.T.  
Initials *gt*

~~in a good and workmanlike manner and meet the reasonable satisfactions of the building Public Works Director of the City.~~

4. ~~Consumer agrees to pay a connection fee as set forth by resolution of the City Council~~

5. This agreement authorizes sewer service for that portion of the above described property which is actually owned and in the possession of consumer, and in the event the whole or any portion of said property is sold, transferred, conveyed or occupied by any party and/or parties other than consumer, this agreement shall terminate as to the portion transferred and, said party and/or parties must apply to the city for a permit, pay the permit for sewer service. It is agreed that non-compliance with this paragraph by consumer, or any person holding under or through consumer or a grantee of consumer, will justify the City in immediately terminating consumer's sewer service.

Consumer agrees that the furnishing of sewer service by the City is subject to the provisions of City Ordinance No. 370, a copy of which is on file with the City Clerk of City and incorporated by reference herein to the same effect as if fully set out succeeding ordinances and amendments. The provisions regarding "permit for construction", "inspection", "approval", and "final connection by City" of said ordinance are specifically applicable to this agreement.

6. By the execution of this agreement consumer hereby gives his/her irrevocable consent to the annexation of the real property described herein to the City of Holtville, when at such time the City Council of City determines it would be in the best interest of City to annex said property.

7. The parties agree that this agreement shall be recorded in the official records of the Imperial County Recorder's property described above shall have notice of the re-application provisions contained in paragraph five (5) above.

In witness whereof, the parties hereto set their hand this 24<sup>th</sup> day of January 20 14

CITY OF HOLTVILLE

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF HOLTVILLE

By *David Prothro*  
Mayor/Mayor Pro Tem

*Clay Dwyer*  
City Clerk

*Dorothy Talbot*  
Consumer

*Grace White*  
Consumer

STATE OF CALIFORNIA )  
CITY OF HOLTVILLE (SS  
COUNTY OF IMPERIAL )

On the January 24, 2014 before me, Debra A. Baro Notary Public,  
personally appeared Rodney + Oracie Tabita personally known to me (or provided to  
me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instruments and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity (ies), and that by his/her/their signatures(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,

Debra A. Baro

Notary Public



(Seal)

STATE OF CALIFORNIA )  
CITY OF HOLTVILLE (SS  
COUNTY OF IMPERIAL )

On the \_\_\_\_\_ before me, \_\_\_\_\_ Notary Public,  
personally appeared \_\_\_\_\_ personally known to me (or provided to  
me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instruments and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity (ies), and that by his/her/their signatures(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,

\_\_\_\_\_  
Notary Public

(Seal)