

CITY OF YUBA CITY  
STAFF REPORT

**Date:** July 7, 2009  
**To:** Honorable Mayor & Members of the City Council  
**From:** Utilities Department  
**Presentation by:** William Lewis, Utilities Director

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**Summary**

**Subject:** Purchase and Sale Agreement for Property and Easement with David G. Singh, Trustee of the David G. Singh Revocable Trust for construction of water storage tank, pumping station and pipelines.

**Recommendation:** Authorize the City Manager to sign a Purchase and Sale Agreement for Acquisition of Property and Easement with David G. Singh, Trustee of the David G. Singh Revocable Trust for purchase of property and easement associated with AP# 22-030-057. [2468 Lincoln Road] and allow non-substantive changes as approved by the City Attorney.

**Fiscal Impact:** \$335,450 – Account No. 1070 Water Storage Tanks and Pumping Stations and one water service connection when available.

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**Background:**

May 19, 2009 Council approved a Mitigated Negative Declaration for Walton Waterline and Storage Tank Project. The Mitigated Negative Declaration evaluated impacts of a 30 inch water line from near Yuba City High School to near Lincoln and Sanborn and a 3.6 million gallon water storage tank. The tank and pump station are to be constructed southwest of the intersection of Lincoln and Sanborn Roads on property purchased through this Agreement.

Plans and specifications are nearly complete and will be brought forward for Council approval in August. The tank and pump station will occupy a three acre site. In addition a permanent easement is being purchased for installation of water pipe lines; a temporary easement is included for access to the site. Upon development of the property the temporary easement will be abandoned.

**Fiscal Impact:**

Funding for this project will be from a State Revolving Fund Loan and future development water impact fees. The final State Revolving Fund Loan is expected to be received in July and be brought forward to the Council in August. Reimbursement of the loan will be through a water surcharge approved by the current groundwater customers. Property acquisition of 2.98 acres will be at a cost of \$100,000 per acre, and 0.689 acres of permanent easement at \$50,000 per acre for a total of \$332,450. In addition a water service will be provided to 2545 Lincoln Road when the pipelines are extended to the west. A one time payment of \$3000 will be paid for connection of the service to the properties current well.


**Alternatives:**

Do not authorize the execution Purchase and Sale Agreement for Property and Easement with David G. Singh, Trustee of the David G. Singh Revocable Trust for construction of water storage tank, pumping station and pipelines and provide staff direction.

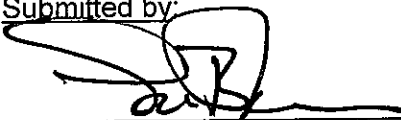
**Recommendation:**

Authorize the City Manager to sign a Purchase and Sale Agreement for Acquisition of Property and Easement with David G. Singh, Trustee of the David G. Singh Revocable Trust for purchase of property and easement associated with AP# 22-030-057. [2468 Lincoln Road] and allow non-substantive changes as approved by the City Attorney.




Prepared by:

  
\_\_\_\_\_  
William P. Lewis  
Utilities Director

Submitted by:

  
\_\_\_\_\_  
Steven R. Jepsen  
City Manager

Reviewed by:

Department Head	 _____
Finance	 _____
Public Works	 _____
City Attorney	_____

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of the City of Yuba City ("City") and David G. Singh, Trustee of the David G. Singh Revocable Trust Dated June 11, 2004, as to an undivided 85% interest; and Ralie Singh and Stella Singh, husband and wife, as joint tenants, as to an undivided 15% interest ("Seller").

### Recitals

A. Seller is the owner of certain real property consisting of approximately Seventy five acres located in Yuba City, California, designated as Assessor Parcel No.22-030-057, as described in Exhibit A and shown on Exhibit B attached hereto ("Seller's Property").

B. The City of Yuba City desires to purchase a portion of Seller's Property consisting of approximately three acres as described in Exhibit C and shown on Exhibit D attached hereto ("Property") for the purpose of constructing a water storage tank and pump station.

C. The City of Yuba City also desires to purchase a permanent easement for a right of way and utilities across Seller's Property as described in Exhibit C and shown on Exhibit D attached hereto ("Easement") for the purpose of servicing and maintaining the water storage tank and related facilities. The Property and Easement collectively may sometimes be referred to in this Agreement as the "Purchase Property"

### Agreement

NOW, THEREFORE, THE CITY AND SELLER HEREBY AGREE AS FOLLOWS:

1. Agreement to Sell and Purchase. Seller agrees to sell to the City, and the City agrees to purchase from Seller, the Property, and the Easement upon the terms and for the consideration set forth in this Agreement.
2. Purchase Price. The total purchase price for the Purchase Property (the "Purchase Price") is \$332,450 Three Hundred thirty two thousand four hundred fifty dollars. The Purchase Price shall be paid by cash or certified check upon the close of escrow.

3. Escrow.

3.01 General.

A. Opening. The purchase and sale of the Property shall be consummated by means of an escrow opened by the City at Placer Title Company, located at 1110 Civic Center Drive, Ste. 300, Yuba City, CA 95993 (the "Escrow Holder") under Escrow Number 1201-24847 ("Escrow"). The Effective Date shall be the date of signature of the second party to sign this Agreement (the "Effective Date"). The Effective Date shall be immediately communicated and a fully executed copy of this Agreement shall be delivered to the other party.

B. Instructions. The escrow instructions given to Escrow Holder shall be consistent with the terms of this Agreement. As between the parties, the terms of this Agreement shall prevail if there is any inconsistency, unless any instruction specifically states that it is intended to supersede a provision of this Agreement.

C. Close of Escrow. "Close of escrow," "close," or "closing" shall mean the date when the deed conveying the Purchase Property to the City is recorded in the official records of Sutter County, California. Escrow shall close on or before the date 45 days after the Effective Date (the "Closing Date").

D. Costs and Expenses. Seller shall pay the premium for a CLTA policy of title insurance. City shall pay the cost of any additional cost attributable to the title policy being an ALTA policy and any special endorsements to the title policy requested by City. Seller and City shall each pay one-half of all other costs associated with the escrow including, but not limited to, the cost and expense of preparing, executing, acknowledging and delivering the grant deed, transfer taxes, recording fees and document preparation costs of the Escrow Holder.

E. Prorations. Real property taxes imposed upon the Purchase Property by Sutter County or any governmental or special district, organization or body shall be prorated as of the Close of Escrow, on the basis of 30-day months.

3.02 Delivery of Documents and Funds.

A. By the Seller. Prior to and as a condition to Close of Escrow, Seller shall:

(1) Deposit with Escrow Holder the grant deeds for the Property and Easement, fully executed and notarized;

(2) Deposit with Escrow Holder a Transferor's Certificate of Nonforeign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, certifying that Seller is not a foreign person;

(3) Deposit with Escrow Holder California Form 590-RE, Withholding Exemption Certificate for Real Estate Sales; and

(4) Execute and deliver to Escrow Holder such other instructions and documents as may be required by Escrow Holder to close escrow in accordance with this Agreement.

B. By the City. Prior to and as a condition to Close of Escrow, the City shall:

(1) Deposit with Escrow Holder the Purchase Price and any other funds required from the City for prorations and closing costs; and

(2) Execute and deliver to Escrow Holder such other instructions, documents and funds as may be required by Escrow Holder to close escrow in accordance with this Agreement.

C. By Escrow Holder. When all other conditions for the Close of Escrow have been met, Escrow Holder shall promptly:

(1) Disburse to Seller the Purchase Price, after deducting therefrom all items chargeable to the account of Seller pursuant to this Agreement;

(2) Cause the grant deed to the City to be recorded in the official records of Sutter County; and

(3) Deliver to the City a CLTA owner's policy of title insurance (or ALTA policy if the City so requests), insuring title in the City subject only to exceptions consistent with the terms of this Agreement.

### 3.03 Additional Conditions to Close of Escrow.

A. General. The provisions of this Section 3.03 are conditions to the Close of Escrow and, unless otherwise provided expressly or by context, are covenants of the party responsible for causing the condition to be satisfied. If any of such conditions is not fulfilled by either the date stated, or, where no specific date is stated, five days before the Closing Date, then, except as otherwise provided in this Agreement, the party benefited by the condition shall have the right to cancel and terminate this Agreement and the escrow, in which event all rights and obligations of the City and Seller hereunder shall be terminated and be of no further force and effect and all funds and instruments deposited into escrow shall be returned to the party who deposited the same.

B. Title. Taxes shall be apportioned and cleared in the manner required by Sections 5081, et seq. of the California Revenue and Taxation Code; the date of

apportionment shall be the same as the time of Close of Escrow. Seller shall cause title to the Purchase Property to be conveyed to the City by grant deed, subject only to current taxes and other exceptions and all other matters disclosed by the Preliminary Report, as defined below, other than monetary liens. Escrow Holder must be ready and able to issue its CLTA policy of title insurance, or ALTA policy if the City so requests, insuring title in the City with liability in the amount of the Purchase Price. The policy shall list only the foregoing taxes and exceptions in addition to the printed exceptions common to the form of policy required by the City.

C. Approval of Exceptions to Title. Seller shall order from Escrow Holder and cause to be delivered to the City within five days after the Effective Date a copy of a Preliminary Report covering the Purchase Property (the "Preliminary Report") and legible copies of all documents referred to in the Preliminary Report. The City shall have fifteen (15) days within which to, approve or disapprove the exceptions listed in the Preliminary Report. Notice shall be given as provided in Section 5.01. Failure to give written notice of approval or disapproval to Seller of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens other than current taxes, bonds and assessments. If the City disapproves any exceptions, Seller shall have five days within which to agree to attempt to remove the exception. Notice shall be given as provided in Section 5.01. Failure to give written notice of such agreement to the City shall be deemed to be refusal, except that Seller shall automatically be deemed to agree to remove monetary liens other than current taxes, bonds and assessments. If Seller does not agree to attempt to remove any exceptions properly and timely disapproved by the City, this Agreement shall terminate without further liability to either party unless the City waives its objection within a second five-day period. If Seller shall agree to remove any exception objected to by the City, Seller shall then have until the Closing Date within which to attempt to remove such exception. If Seller is unable to remove any exception objected to by the City by the Closing Date, the City may elect to: (a) terminate this Agreement; or (b) waive the City's objection and close escrow.

D. The City's Due Diligence Conditions.

(1) The City's obligation to purchase is subject to the satisfaction on or before the date 30 calendar days after the Effective Date (the "Approval Date") of the following conditions which are for the City's benefit only:

(a) The City's approval of inspections, tests, surveys and other studies as the City may deem necessary. The City and the City's contractors and agents shall have reasonable access to the Purchase Property in order to conduct inspections, tests, surveys and other studies, including soils testing, to be conducted by or on behalf of the City, provided that the City shall repair any damage caused by such activities and shall indemnify and hold Seller harmless from and against any loss, damage or liability (including

attorneys' fees) resulting from the activities of the City on the Purchase Property.

(b) The City's approval of Seller's Documents, as defined in Section 3.03(E).

(2) The City shall give notice to Seller and Escrow Holder of the City's approval or disapproval of the conditions set forth above (the "City's Notice") on or before the Approval Date. A failure to deliver the City's Notice shall be deemed disapproval. On disapproval by the City or failure of any of the conditions set forth above, on or before the Approval Date, the City's obligations under this Agreement shall terminate with no further liability to Seller.

E. Seller's Documents. Within five days after the Effective Date, Seller shall deliver copies of the following documents ("Seller's Documents") to the City:

(1) Documents evidencing any easements or other similar rights affecting the Purchase Property not disclosed by the Preliminary Report;

(2) Copies of any leases or licenses affecting the Purchase Property;

(3) All existing soil and substrata studies, engineering plans and studies, environmental assessments and other similar plans, diagrams or studies with respect to the Purchase Property that are in the possession of Seller or Seller's contractors or consultants; and

(4) All contracts, warranties and other agreements affecting the ownership, development or use of the Purchase Property that are in Seller's possession.

4. Temporary Easement. Until such time the City has developed the Purchase Property and installed a road along the Easement, City shall be allowed access to the Property across Seller's Property on the temporary easement as described and shown Exhibit E attached hereto ("Temporary Easement"). Once City has installed a permanent paved road along the Easement, the Temporary Easement shall terminate.

5. Construction Contract Work. At the time of construction of the aforementioned water storage tank and pump station and related facilities, City's construction contractor shall remove as few trees as practicable to enable construction and shall cut and cap existing irrigation lines as needed for trenching.

6. Restoration of Seller's Remaining Property. At the time construction of City's facilities is complete, City's construction contractor shall restore any disturbed ground in the Temporary Construction Easement area to original grade and restore irrigation systems as needed. The pipeline trench shall be backfilled and compacted to meet City standards with aggregate base material and capped with one foot of native material flush with existing grade. City's construction contractor shall not replant any trees in the easement area, but Seller may, at his option, replant trees provided there is no conflict with the City's facilities or City's rights to use the easement area. Seller understands and agrees that City may enter upon Seller's remaining land as needed to perform restoration work. City to mark all buried infrastructure with above and below grade markings. Owner shall ensure that above grade markings are not damaged.

7. Water Service Connection. At the time a water line is extended along Lincoln Road in front of the property located at 2545 Lincoln Road, Yuba City, (Lincoln Road Property"), City will install a 1" water service, meter and meter box at the right of way line of the Lincoln Road Property at no cost to the property owner of the Lincoln Road Property, Ralie Singh and Stella Singh. City has no obligation to extend the water line along Lincoln Road in front of the Lincoln Road Property. The City waives any water service connection fees for the future water connection. At the close of escrow for the Purchase Property, City shall pay Ralie Singh and Stella Singh \$3,000 as full compensation for the property owner's cost to construct the connection from the meter to the residence on the Lincoln Road Property for the future water service.

8. Representations and Warranties by Seller.

8.01 Representations and Warranties in General. Seller acknowledges that the execution of this Agreement by the City is made in material reliance by the City on the following representations and warranties:

A. Execution and Delivery. The execution and delivery by Seller of, and Seller's performance under this Agreement, are within Seller's powers and have been duly authorized by all requisite actions. This Agreement constitutes the legal, valid, binding and enforceable obligation of Seller.

B. Breach of Other Agreements. Neither the execution of this Agreement nor the consummation of the transaction contemplated herein will constitute a breach under any contract or agreement to which Seller is a party or by which Seller is bound or affected which affects the Purchase Property or any part thereof.

C. No Other Parties. There are no parties other than Seller with any interest in the Purchase Property (marital, homestead or otherwise), and no other signatures are required to make this Agreement fully enforceable by the City.

D. Rights of Others. Seller represents and warrants that to the best of Seller's knowledge, but without independent investigation, there are no parties in possession of

any portion of the Purchase Property as tenants, tenants at sufferance, or trespassers, and no party has been granted any license, lease or other right relating to use or possession of the Purchase Property.

E. No Grant of Other Rights. Seller has not granted to any party, other than the City, any option, contract or other agreement with respect to a purchase or sale of the Purchase Property or any portion thereof or any interest therein.

F. No Bankruptcy or Litigation. Seller represents and warrants that to the best of Seller's knowledge, but without independent investigation, there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy, or under any applicable debtor relief laws, or any other litigation contemplated by, pending or threatened against Seller or the Purchase Property.

G. Seller Not Foreign Person. Seller is not a "foreign person" as such term is defined in Section 1445(1)(3) of the Internal Revenue Code of 1986, as amended.

H. Compliance with Laws. To the best of Seller's knowledge, but without independent investigation, the Purchase Property is in compliance in all material respects (both as to condition and use) with all applicable federal, state and local statutes, ordinances and codes, including, but not limited to, pollution, environmental protection and the rules and regulations of any governmental authority having jurisdiction over the Purchase Property. Seller is not aware of any outstanding violations of any of the foregoing.

I. Environmental Compliance. Seller represents and warrants that to the best of Seller's knowledge, but without independent investigation, there has been no disposal, discharge or release of Hazardous Materials on the Purchase Property. Except as disclosed in this Agreement, neither Seller nor, to the best of Seller's knowledge, any third party has used or installed any underground tank or used, generated, manufactured, produced, stored or disposed of on, under or about the Purchase Property or transported to or from the Purchase Property any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "Hazardous Materials"). To the best of Seller's knowledge and except as disclosed in this Agreement, there are no storage or treatment tanks, gas or oil wells, and there has been no disposal, discharge or release of any polychlorinated biphenyls, asbestos or other Hazardous Materials into or upon the Purchase Property, including, but not limited to, soils and ground or surface water in and around the Purchase Property. Seller is not aware of any present proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Toxic Substance Control) with respect to the presence of such Hazardous Materials on the Purchase Property or the migration thereof from or to other property.

8.02 Survival of Warranties. Seller agrees that each representation and warranty in Section 4.01 shall survive the Closing Date and shall not merge with the delivery to the City of the grant deed.

8.03 Notice of Changed Circumstances. If Seller becomes aware of any fact or circumstance which would render false or misleading a representation or warranty made by Seller, then Seller shall immediately give written notice of such fact or circumstance to the City, but such notice shall not relieve Seller of any liabilities or obligations with respect to any representation or warranty.

9. Miscellaneous.

9.01 Notices. Any notices or elections shall be made in writing and shall be deemed sufficiently given and served for all purposes: (a) upon delivery if given in person; (b) upon receipt if given by facsimile; (c) upon receipt if given by generally recognized overnight courier service; or (d) 72 hours after deposit with the United States Postal Service, certified mail or registered mail, return receipt requested, postage prepaid. Notices shall be given to the respective addresses/fax number set forth below, or to such other addresses/fax numbers as the parties may designate from time to time.

If to Seller: David G. Singh  
2468 Lincoln Road  
Yuba City, CA 95993

If to City: City Manager  
1201 Civic Center Blvd  
Yuba City, CA 95993  
FAX 530 822 7689

9.02 Broker's Commission. Neither the Seller nor the City shall be liable for any real estate commissions or brokerage fees which may arise from this Agreement. The Seller and City each represent that it has engaged no broker, agent or finder in connection with this transaction.

9.03 Interpretation. This Agreement has been executed in Yuba City, California. The captions of paragraphs used in this Agreement are for convenience only. The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Seller and the City.

9.04 Time of Essence. Time is of the essence of this Agreement and of the escrow provided for herein.

9.05 Resolution of Disputes. Except for an action for specific performance by either party, which shall be venued in Sutter County Superior Court, all disputes pertaining to the Agreement, or any of its terms or provisions, shall be resolved by

binding arbitration. The arbitrator shall be mutually agreed on by the parties. If there is no agreement, either party may petition the Superior Court of Sutter County to appoint an arbitrator from JAMS/Endispute of Sacramento, California. The person appointed shall be a retired Judge of the Superior Court or a retired Justice of the Court of Appeal or of the California Supreme Court. The parties shall share one-half (1/2) of the fees of the arbitrator; provided, however, that the arbitrator may award as costs to the prevailing party the entire arbitrator's fee.

9.06 Attorneys' Fees. If either Seller or the City shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the prevailing party shall be entitled to reasonable attorneys' fees which shall consist of the fees for services rendered by counsel, the fees for services of experts, and all other expenses incurred in connection with the action, including those expenses recoverable as allowable costs of suit under the applicable state or federal statute, and those attorneys' fees and costs incurred executing upon or appealing any judgment, as well as all other expenses incurred during the course of the action.

9.07 Integration. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter which are not fully expressed herein.

9.08 Additional Documents. From time to time prior to and after the Close of Escrow, each party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

9.09 Dependency and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party, and shall survive the Close of Escrow and delivery of the deed.

9.10 California Law. This Agreement shall be governed by the laws of the State of California.

9.11 Entry. During the term of this Agreement, the City and its designated agents and independent contractors shall have the right to enter onto the Purchase Property to conduct reasonable tests, studies, inquiries and appraisals with respect thereto. The City agrees to repair all damages it or its agents or independent contractors shall cause to the Purchase Property and further agrees to indemnify and hold Seller harmless of all costs, expenses, losses, attorneys' fees and liabilities (including, but not limited to, claims of mechanics' liens) incurred or sustained by Seller as a result of any acts of the City, its agents or independent contractors, pursuant to the

rights granted by this section.

9.12 Possession. Seller shall deliver exclusive possession of the Purchase Property to the City at Close of Escrow.

9.13 Reporting to Internal Revenue Service. The escrow instructions for this transaction shall obligate Escrow Holder to report this transaction to the Internal Revenue Service pursuant to Section 6045 of the Internal Revenue Code of 1986, as amended.

9.14 Calculation of Time Periods. If any date for performance under this Agreement falls on a Saturday, Sunday or bank holiday, then the date for performance shall be the next day which is not a Saturday, Sunday or bank holiday, and the next time period shall be calculated from and after the date of such actual performance.

9.15 Exhibits. All exhibits to which reference is made in this Agreement are incorporated in this Agreement by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. Reference to "this Agreement" includes matters incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Dated: \_\_\_\_\_

SELLER:

David G. Singh Revocable Trust Dated June 11, 2004

By: \_\_\_\_\_  
David G. Singh Trustee

\_\_\_\_\_  
Ralie Singh

\_\_\_\_\_  
Stella Singh

AND, also as to #7. Water Service Connection.

\_\_\_\_\_  
Ralie Singh

\_\_\_\_\_  
Stella Singh

Dated: \_\_\_\_\_

CITY:

By: \_\_\_\_\_

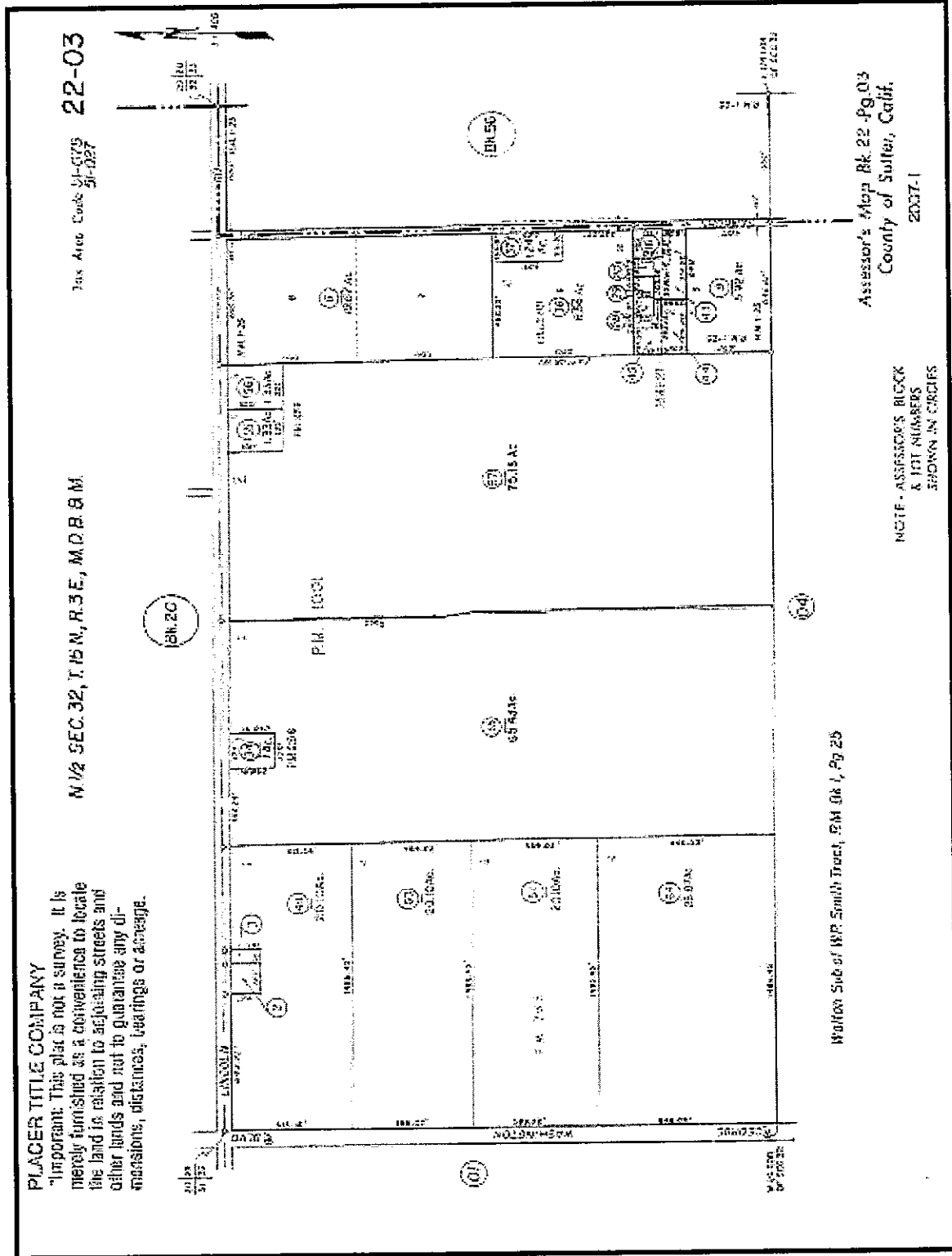
Its: \_\_\_\_\_

## **EXHIBIT A**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SUTTER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN ON PARCEL MAP NO. 1001, FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, ON NOVEMBER 16, 2001, IN BOOK 6 OF PARCEL MAPS, AT PAGE 81.

EXHIBIT B



### EXHIBIT C

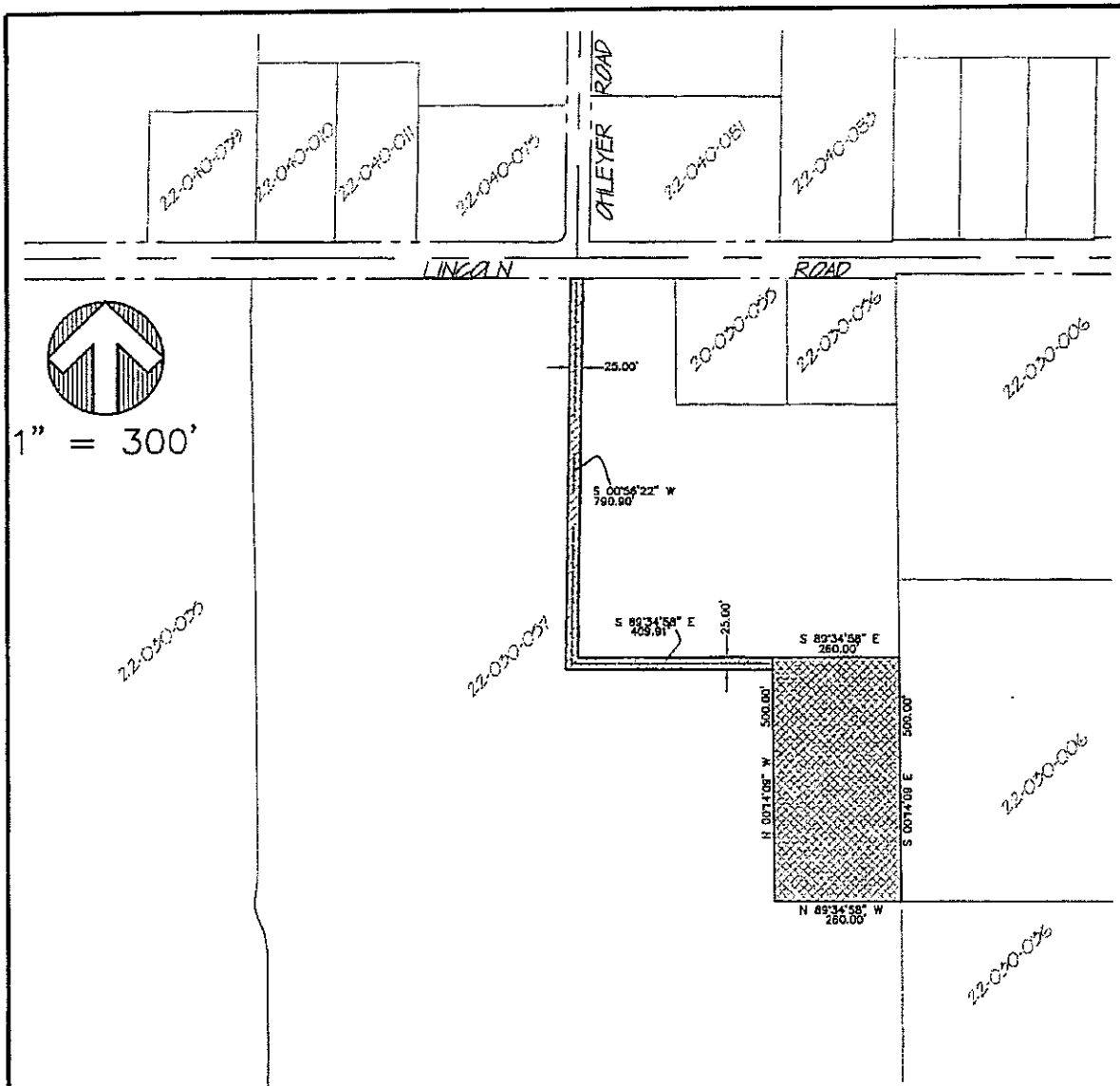
All that real property situate in Section 32, Township 15 North, Range 3 East, Mount Diablo, Base and Meridian in the County of Sutter, State of California, being a portion of Parcel 2 as shown on that certain map entitled "Parcel Map No. 1001" filed in the Office of the County Recorder of Sutter County, California on November 16, 2001 in Book 6 of Parcel Maps, page 81, more particularly described as follows:

Commencing at the northeast corner of said Parcel 2, said corner also being the northwest corner of Parcel 1 of Parcel Map No. 858 filed in the Office of the County Recorder of Sutter County, California on November 19, 1991 in Book 5 of Parcel Maps, page 68; thence South  $00^{\circ}15'20''$  East along the east property line of said Parcel 2 a distance of 300.08 feet to the southwest corner of Parcel 1 of said Parcel Map No. 858; thence South  $89^{\circ}34'58''$  East along a northerly property line of Parcel 2 of Parcel Map No. 1001, said line also being the southerly property line of Parcels 1 & 2 of Parcel Map No. 858, a distance of 450.00 feet to a point on the easterly property line of Parcel 2 of Parcel Map No. 1001; thence South  $00^{\circ}14'09''$  East along said easterly property line a distance of 520.34 feet to the True Point of Beginning, thence continuing South  $00^{\circ}14'09''$  East along said easterly property line a distance of 500.00 feet to a point on said easterly property line, said point also being the southwest corner of Lot 7 as shown on that certain map entitled "Map of Walton Subdivision of W. P. Smith Place" filed in the Office of the County Recorder of Sutter County, California on December 6, 1904, in Book 1 of Surveys, page 25; thence North  $89^{\circ}34'58''$  West, a distance of 260.00 feet; thence North  $00^{\circ}14'09''$  West and parallel to the aforementioned easterly property line a distance of 500.00 feet; thence South  $89^{\circ}34'58''$  East a distance of 260.00 feet to the True Point of Beginning.



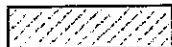
Together with a 25.00 foot roadway easement, for the benefit of the above described parcel, in, over, under and across the real property with rights for installing, constructing, operating, maintaining, repairing and removing as necessary public utilities, including transmission and/or distribution of electric power by overhead and/or underground wires or other facilities and appurtenances thereto. The centerline of easement is more particularly described as follows:

Commencing at the northeast corner of said Parcel 2 of Parcel Map 1001, said corner also being the northwest corner of Parcel 1 of Parcel Map No. 858; thence North  $89^{\circ}34'58''$  West along the northerly property line of said Parcel 2 a distance of 202.74 feet; thence leaving said northerly property line of said Parcel 2 South  $00^{\circ}56'22''$  West a distance of 42.00 feet to the True Point of Beginning; thence continuing South  $00^{\circ}56'22''$  West a distance of 790.90 feet; thence South  $89^{\circ}34'58''$  East a distance of 409.93 feet more or less to a point on the westerly line of the above described parcel and there terminating. The sidelines of the roadway easement line shall be lengthened or shortened to terminate at the boundary line of said above described parcel.

EXHIBIT D



land acquisition=2.98 acres pue=.689 acres

- LEGEND**
-  EXISTING RIGHT of WAY
  -  LAND TO BE PURCHASED BY CITY
  -  EASEMENT TO BE ACQUIRED BY CITY



acq singh on Lincoln.dwg

RESOLUTION No. _____	DOCUMENT NO. _____
<b>CITY of YUBA CITY</b>	
<b>SINGH</b>	
<b>ACQUISITION PLAT</b>	
22-030-057	
SUBMITTED BY: sal	DATE DRAWN: 1-6-09
APPROVED _____	DRAWN BY: sal
	CHECKED BY: staff
APPROVED _____	DWG. No. XXXX A

## EXHIBIT E

All that real property situate in Section 32, Township 15 North, Range 3 East, Mount Diablo, Base and Meridian in the County of Sutter, State of California, being a portion of Parcel 2 as shown on that certain map entitled "Parcel Map No. 1001" filed in the Office of the County Recorder of Sutter County, California on November 16, 2001 in Book 6 of Parcel Maps, page 81, more particularly described as follows:

Commencing at the northeast corner of said Parcel 2 of Parcel Map 1001, said corner also being the northwest corner of Parcel 1 of Parcel Map No. 858; thence North  $89^{\circ}34'58''$  West along the northerly property line of said Parcel 2 a distance of 202.74 feet; thence leaving said northerly property line of said Parcel 2 South  $00^{\circ}56'22''$  West a distance of 409.27 feet; thence South  $89^{\circ}34'58''$  East parallel with the northerly property line of said Parcel 2 a distance of 12.50 feet to the True Point of Beginning; thence continuing South  $89^{\circ}34'58''$  East parallel with the northerly property line of said Parcel 2 a distance of 91.86 feet; thence South  $00^{\circ}06'43''$  East a distance of 923.65 feet; thence South  $89^{\circ}34'58''$  East parallel with the northerly property line of said Parcel 2 a distance of 323.86 feet and there terminating.

EXHIBIT E

