

CITY OF YUBA CITY
STAFF REPORT

Date: October 6, 2020
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Interim City Manager

Summary

Subject: City Water Service Connection for 2468 Tierra Buena Road [APN #17-061-006] and 2620 True Road [APN #17-070-015] - The Sikh Temple, Gurdwara

Recommendation:

- A. Adopt a Resolution authorizing the City Manager to execute an Extraterritorial Water Service Agreement with the property owner of 2468 Tierra Buena Road and 2620 True Road for connection to City water service following approval as to legal form by the City Attorney, subject to material terms.
- B. Adopt a Resolution approving the execution of the True Road Reimbursement Agreement with The Sikh Temple, Gurdwara for the installation of a water line in True Road (between Hooper Road and Tierra Buena Road).

Fiscal Impact: No fiscal impact to the City. The costs for the construction of the main, along with all necessary appurtenances, including two fire hydrants, and the cost of the connection to the City water system have been paid by the owner. The owner will also be subject to monthly utility fees.

Purpose:

To provide a facility outside of the City Limits with City water service.

Background:

At the March 5, 2019 City Council meeting, policy was established to allow existing parcels within the Sphere of Influence, but outside the City limits, to connect to City water services if the owner enters into an Extraterritorial Water Service Agreement (Service Agreement).

For the last several years there have been informal communications with The Sikh Temple, Gurdwara (Temple), located at 2468 Tierra Buena Road, in regard to connecting to the City's water system. The property is located in Sutter County, but is within the City's Sphere of Influence. There is an existing well onsite servicing the Temple and a separate onsite well servicing an auxiliary building to the Temple, located at 2620 True Road. In recent years both wells have had trouble meeting the State's minimum drinking water standards for the amount of contaminants in their water system.

In January of this year, the Temple submitted improvement plans to the City showing the expansion of the City's water system. The Temple desires to have the Temple building and its auxiliary building connected to City water, but keep the existing wells active for landscape and irrigation needs.

The Temple has paid the fees for connection in its entirety and signed a Service Agreement. The agreement establishes guidelines for the connection to the City's water service such as any additional equipment needed for preventing a cross connection, fee schedule, etc.

The water line has the potential to benefit five properties located on both sides of True Road, directly adjacent to the water line.

Analysis:

The Service Agreement is the City's standard agreement for properties located outside of the City Limits in need of connecting to the City's sewer or water system. The Service Agreement mandates that in return for connection to City services, the property owner agrees to annex to the City at such time as the opportunity arises. The Service Agreement will be recorded against the property and will be binding upon the Owner and/or its grantees, transferees, lessees, successors and/or assigns, and/or any persons acquiring interest whatsoever in the property.

The proposed Reimbursement Agreement will allow the City to collect funds from properties benefiting from the water line and pass those funds on to the Temple. The Reimbursement Agreement is the City's standard 15-year agreement obligating the City to make reimbursement to the property owner contingent upon the City's ability to collect extension fees from the identified properties if and when they connect to the City water system.

Fiscal Impact:

No fiscal impact to the City. The costs for the construction of the main, along with all necessary appurtenances, including two fire hydrants, and the cost of the connection to the City water system have been paid by the owner. The owner will also be subject to monthly utility fees.

Alternatives:

Do not approve the execution of a Service Agreement for a water service connection. The Temple would have to find other solutions to meet the State's drinking water standards.

Do not approve the execution of a Reimbursement Agreement and direct staff to find alternative means to reimburse the Temple.

Recommendation:

- A. Adopt a Resolution authorizing the City Manager to execute an Extraterritorial Water Service Agreement with the property owner of 2468 Tierra Buena Road and 2620 True Road for connection to City water service following approval as to legal form by the City Attorney, subject to material terms.
- B. Adopt a Resolution approving the execution of the True Road Reimbursement Agreement with The Sikh Temple, Gurdwara for the installation of a water line in True Road (between Hooper Road and Tierra Buena Road).

Attachments:

1. Resolution authorizing Extraterritorial Service Agreement
 - A. Extraterritorial Service Agreement
 - i. Exhibit A – Legal Description
2. Resolution authorizing Reimbursement Agreement
 - A. Reimbursement Agreement
 - i. Exhibit B – map of parcels benefiting from connection to water line

Prepared by:

Submitted by:

/s/ Kevin Bradford

Kevin Bradford
Deputy Public Works Director – Engineering

/s/ Diana Langley

Diana Langley
Interim City Manager

Reviewed by:

Department Head

DL

Finance

SM

City Attorney

SLC by email

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING EXECUTION OF THE EXTRATERRITORIAL WATER SERVICE
AGREEMENT WITH SIKH TEMPLE, GURDWARA**

BE IT RESOLVED AND ORDERED by the City Council of the City of Yuba City as follows:

The City Council approves the Extraterritorial Water Service Agreement, attached hereto, with Sikh Temple, Gurdwara, Yuba City, and authorizes the City Manager to execute the same on behalf of the City of Yuba City.

The City Manager is authorized to make any non-material, technical, and clerical edits and corrections to the agreement subject to approval as to form by City Attorney.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 6th day of October, 2020.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Patricia Buckland, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachments:

Attachment A – Extraterritorial Water Service Agreement

ATTACHMENT A

Recording Requested by and
When Recorded Return to:

City Clerk
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993

NO FEE-Government Code §6103

(Space Above This Line for Recorder's Office Use Only)

EXTRATERRITORIAL WATER SERVICE AGREEMENT

This **EXTRATERRITORIAL WATER SERVICE AGREEMENT** ("Agreement") is made and entered into this _____ day of _____, 2020 (the "Commencement Date"), by and between **SIKH TEMPLE, GURDWARA YUBA CITY**, a California Corporation, ("Owner"), and the **CITY OF YUBA CITY**, a California Municipal Corporation ("City").

RECITALS

A. Owner represents it has acquired lawful title to property identified by Sutter County Assessor's Parcel Numbers 17-061-006 and 17-061-009 located at 2468 Tierra Buena Road, Sutter County, CA, and 17-010-015 located at 2620 True Road, Sutter County, CA (the "Property"), as more particularly described in **Exhibit "A."**

B. The Property is located outside of the incorporated boundaries of City within Sutter County, and neither Sutter County nor any other public agency currently provides water service to the Property. The Property is located within the City's sphere of influence, but outside the City's existing boundaries.

C. California Government Code § 56133(b) permits a City to provide new or extended services by agreement outside its jurisdictional boundaries but within its sphere of influence, and with written approval from Sutter Local Agency Formation Commission ("LAFCO"), which approval is a condition to the effectiveness of this Agreement.

D. The City and Owner both agree it is not necessary for the Property to be annexed into the City at this time.

E. City currently owns and operates a water distribution system which conveys potable water originating in its service area through the City's transmission system. This water distribution system includes a 10-inch waterline traveling north on Hooper Road from Butte House Road. In response to high levels of contaminants in the Owner's domestic well, the Owner will expand the City's water distribution system and install a new distribution line to

service the Property. The City's water distribution system, including the proposed new distribution line to service the Property, is collectively referred to herein as "Distribution System". The Owner's water service line is referred to herein as "New Water Service Lines."

F. Owner has agreed to make payments described herein with respect to the water service for the Property in accordance with the fees and rates set by the City for its users, and to comply with City's Municipal Code as may be amended from time to time, as more fully set forth herein.

G. This Agreement is intended to comply with LAFCO requirements for an extra-territorial water service agreement with City.

H. The City has approved the installation of a new distribution line to provide water supply to the Owner to accommodate the Owner's water demands at the Property, provided the Owner meets certain conditions as set forth below, and

I. The Parties desire to enter into such agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, agree as follows:

ARTICLE I. RIGHTS AND OBLIGATIONS

1. Recitals Incorporated. The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.

2. Term, Ownership, and Effectiveness of Agreement: This Agreement shall become effective when executed by both parties hereto. The Agreement shall continue in perpetuity or until such time as the Property is annexed into the corporate boundaries of City. At such time, the Owner shall have such rights, privileges, and duties, including fees and rates, as all other City citizens for the then current water service classification. The City and Owner agree that should the City ultimately annex the Property in the future into the City, the Owner will not contest annexation. Owner intends that this Agreement shall constitute its written consent to the annexation of the lands described herein and shall bind its heirs, successors, grantees and/or assigns, and all persons having or acquiring any interest subsequent hereto in said lands, and shall constitute by this Agreement a covenant running with the land and binding upon said successors, grantees and/or assigns that they in fact consent to the annexation of said lands to City and shall execute whatever documentation as may be necessary and do all things required of them to effectuate the annexation at such time as City deems annexation to be in its best interest.

3. Required System Facility Improvements. The Owner shall provide the following improvements to accomplish the provision of water service to the Property (which improvements shall be completed within 5 years). Prior to construction, the Owner shall obtain any necessary permits, including any encroachment permits, to complete the work. In addition, all applicable fees shall be paid prior to construction of the improvements.

- a. Distribution System. At Owner's sole cost and expense, the Owner shall furnish and install a 10-inch waterline originating at the intersection of Hooper Road and True Road traveling east on True Road to the Connection Point as approved by the City Engineer, approximately 1,050 lineal feet ("Distribution System"). Owner shall coordinate with City to have City connect the existing distribution system to the new Distribution System (a "hot tap") prior to the construction of the Distribution System by Owner. All Distribution System improvements shall comply with City Standards and the location of the Distribution System must be approved by the City Engineer prior to commencement of work. The Distribution System shall be inspected and approved by the City's Public Work Department prior to acceptance of the Distribution System by the City. The Distribution System improvements shall be dedicated to the City. The City agrees to take the dedication of the Distribution System and, upon acceptance, will bear all responsibility of repair and maintenance of said Distribution System.
- b. New Water Service Lines. The Owner, at its sole expense and without reimbursement from City, shall be required to install two water service lines ("New Water Service Lines") as necessary to connect to the City's Distribution System to the Connection Point. All New Water Service Line improvements between the Distribution System and the meter shall comply with City Standards. All New Water Service Line improvements downstream from the meter shall comply with Sutter County Building Department requirements. The New Water Service Lines between the Distribution System and meter shall be dedicated to the City. The City agrees to take the dedication of the New Water Service Lines and, upon acceptance, will bear all responsibility of repair and maintenance of said New Water Service Lines.
- c. Downstream Water Line. Owner, at its sole expense and without reimbursement from the City, shall be required to provide a downstream water line ("Downstream Water Line") as necessary to connect to the New Water Service Lines to the Property downstream from the Connection Point, as such term is defined in Section 3.d below. Owner shall represent, warrant, and covenant to the City that Owner completed all necessary construction/installation from the Property to the Connection Point after receiving all respective County of Sutter and City permits and that the New Water Service Lines were constructed in accordance with all respective laws.
- d. Location for Connection. The Connection Point is defined as the location where the New Water Service Lines from the City's Distribution System is connected to the Owner's Downstream Water Line. The Owner shall construct and connect the Downstream Water Line to the 2-inch meter provided by the City. The Connection Point shall be approved by the City Engineer and be located at the south side of the Property boundary adjacent to the County's right-of-way on True Road. This shall be the only connection point authorized to connect to the City's Distribution System for services to the Property.
- e. Metered Service Connection. The City will provide a 2 inch meter on the Owner's property at 2468 Tierra Buena Road and provide a 1 inch meter at 2630 True Road after all applicable fees are paid by Owner. The Owner will pay for

installation and repair of the meter, unless damaged by the City. The Owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of water lines or appurtenances thereto.

4. System Facilities, Operation, and Maintenance. The Owner shall be responsible for the operation, maintenance and repair of all components of the Downstream Water Line downstream from the meter. Any other water system installed by the Owner on the Property connected to a well or other source of water not from the City's Distribution System is not part of the New Water Service Line, and shall be private ("Private Water System"). It is the sole responsibility of the Owner to repair, maintain, and replace all Private Water System, and the City shall have no responsibility or liability for the Private Water System. The Owner shall obtain all necessary permits or other approvals necessary for constructing and connecting Owner's Private Water System.

5. Disconnecting of Existing On-Site Private Water System(s). The Owner shall disconnect all existing on-site Private Water System(s) on the Property per County standards, and any Private Water System(s) shall be fully separated from and not connected to the City's Distribution System and/or New Water Service Line effective as soon as the City installs the meter. A backflow regulator shall be installed at Owner's expense to ensure no future connections can contaminate the City's Distribution System. The Owner will be required to comply with City's Municipal Code as may be amended from time to time, including abandonment of onsite wells in compliance with State of California Well Standards, with sixty (60) days written notice. The Owner shall not apply any water obtained from onsite wells to the City's Distribution System.

6. No Representation Regarding Water Service, Pressure, Volume, or Quality For Any Private Water System. The Owner agrees that there is no guarantee, warranty, or other representation regarding water service, pressure, volume, or quality from the City or associated with water service from the City. This would include no guarantee, warranty or representation that the Owner or any other users on the Property will not have allergic or other reactions to the City's water. The City specifically disclaims any kind of representation, warranty, or guaranty, of any private water system.

7. City to Provide Water Services. Upon the Owner's full and complete performance of all of the Owner's obligations and responsibilities under this Agreement and completion of construction of the expansion of Distribution System and New Water Service Lines, the City agrees to provide the Property with water services from the City's Distribution System and Water Treatment Plant. The City's obligation to provide the Property with water services from the City's Distribution System is conditioned upon the City and the Owner obtaining the consent of all applicable governmental agencies. As a condition to providing water service, the City shall have the right of access to water meters, including any required irrigation meter(s), whether located on City-owned real property, New Water Service Lines, or the Property. The Owner shall promptly notify the City of any needed repairs of damaged water meter(s) and/or water meter box(es). The City shall respond to such notifications in a reasonable amount of time.

8. Obligations and Responsibilities of Owner to Pay for Municipal Utility Services Provided by City. Prior to the start of service, the Owner agrees to promptly pay to the City any and all statutory and/or customary connection and service fees, adopted by the City for users connecting to the City's water system, and other related items. In addition, the Owner agrees to

apply to the City for a municipal utility water account, maintain its water municipal utility water service account with the City in a current status, and comply with – and be subject to – City’s Municipal Code, as may be amended from time to time. The Owner acknowledges and agrees that if the water bill is not paid on, or before the 45th day after the bill was sent, service may be discontinued. A delinquency charge will be made and collected prior to renewing service following the discontinuance. Payments must be made prior to 8:30 a.m. on the scheduled discontinuance day. A payment drop box is available at the entrance of City Hall.

9. Inspection. City shall have the right to inspect and examine the Distribution System at any time, including during construction and operation of any portion of the New Water Service Lines, and have the right to access all water meters.

10. Indemnification of City: To the greatest extent allowed by law, the Owner shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents or volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by the City, the Owner or any other person, and from any and all claims, demands, liabilities, damages, and actions in law or equity (including attorney’s fees and litigation expenses incurred by the City or held to be the liability of the City, and including plaintiff’s attorneys’ fees if awarded), arising or alleged to have arisen directly or indirectly out of (a) the making of this Agreement; (b) the performance of this Agreement; (c) the performance of any or all work to be done in and upon the street rights-of-way, upon the Property or premises adjacent thereto pursuant to this Agreement; (d) arising or alleged to have arisen directly or indirectly in any way related to the design, construction, installation, maintenance and operation of the City’s Distribution System or New Water Service Lines by anyone occupying any portion of the Property, including, without limitation, any such claims, causes of action, damages, liabilities, fees, costs, expenses, and attorney fees arising from inadequate flow, blockage, backflow, water quality, etc. The Owner’s obligations under the preceding sentence shall apply regardless of whether the Owner or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, agents, or volunteers. This section shall survive termination or expiration of this Agreement.

11. Covenants Running with the Land. The Owner acknowledges and agrees all of Owner’s covenants, agreements, promises, representations, and warranties, as set forth in this Agreement, are covenants running with Owner’s Property as defined in the applicable provisions of Sections 1457 et seq. of the California Civil Code, shall be in favor of and for the benefit of the City and shall be enforceable by the City. The Owner’s covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with the Property and shall be binding on the Owner and the Owner’s successors, assigns, lessees and all parties and persons claiming under them. The Owner consents to this Agreement being recorded as covenant running with the Property.

12. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. Owner may not assign its rights and/or obligations under this Agreement without the prior written consent of City, which consent shall not be unreasonably

withheld. Any such consent by City shall not, in any way, relieve Owner of its obligations and responsibilities under this Agreement.

13. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth below, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof. All notices regarding any new or increased fee or rate increases affecting the applicable fees and rates in this Agreement, shall be provided in the same manner provided to all customers subject to the new or increased fees and charges.

For the City: City Manager
1201 Civic Center Blvd
Yuba City, CA 95993

For the Owner:

(By mail)
Sikh Temple, Gurdwara
P.O. Box 1353
Yuba City, CA, 95992

(Personal delivery)
Sikh Temple, Gurdwara
2468 Tierra Buena Road,
Sutter County, CA, 95993

14. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, both parties.

15. Compliance with the Law. In providing the services required under this Agreement, the Owner shall at all times comply with all applicable laws of the United States, the State of California, and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement. The Owner, not the City, is responsible for determining applicability of and compliance with all Local, State, and Federal laws including, without limitation, the California Labor Code, Public Contract Code, Public Resources Code, Health & Safety Code, Government Code, and the Yuba City Municipal Code. The City makes no representations regarding the applicability of any such laws to this Agreement, the project, or the parties' respective rights or obligations hereunder including,

without limitation, payment of prevailing wages, competitive bidding, subcontractor listing, or other matters. The City shall not be liable or responsible, in law or equity, to any person for the Owner's failure to comply with any such laws, whether the City knew or should have known of the need for the Owner to comply, or whether the City failed to notify the Owner of the need to comply.

16. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Public Health, Safety and Welfare. Nothing contained in this Agreement shall limit the City's authority to exercise its police powers, governmental authority, or take other appropriate actions to address issues of public health, safety, and welfare as deemed appropriate by the City in its sole determination and discretion.

18. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Sutter County, California.

19. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

20. Severability. The provisions of this Agreement are severable, provided either Party has given Notice as set forth in this Agreement. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

21. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

22. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees, costs and legal expenses.

23. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

24. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or

attachment hereto, which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement shall be null and void.

25. Time of Essence. Time is of the essence in the fulfillment by the parties hereto of their obligations under this Agreement.

26. Amendment, Etc. No amendment or waiver of any provisions of this Agreement, or consent to any departure from its terms, shall be effective unless the same shall be in writing and signed by the parties hereto.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity, except Owner (i) cannot seek money damages or pursue an action in law; and (ii) is instead limited to bringing a proceeding in the nature of specific performance, injunctive relief or mandamus, or any other action in equity to require good-faith compliance with this Agreement.

28. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

29. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Owner.

30. Third Party Approvals. The Parties acknowledge that there may be approvals from third parties (such as those involving public utilities, railroad right-of-way, etc.) that are required to allow the City to provide the Owner's Property with water services from the City's Distribution System. The approvals are conditions precedent to performance, and to the extent the Owner is unable to obtain them, the City shall seek said third-party approvals in good faith at Owner's sole cost and expense.

31. Execution in Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute an original hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on behalf of each representative Party as of the date written below.

CITY:

City of Yuba City,
a California Municipal Corporation

By: _____
Diana Langley,
Interim City Manager

Date: _____

ATTEST:

By: _____
Patricia Buckland, City Clerk

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin
City Attorney

OWNER:

Sikh Temple, Gurdwara, Yuba City,
a California Corporation

By: _____
Jaswant S. Bains, President

Date: _____

By: _____
Sarbjit S. Thiara, Secretary

Date: _____

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 Sutter)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 _____

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 Sutter)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 _____

2606

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME Sikh Temple, Gurdwara
 ADDRESS c/o Bakhtawar Singh Purewal
 1156 Ruth Avenue
 CITY & STATE Yuba City, Calif. 95991

Title Order No. _____ Escrow No. _____

2606

RECORDED AT THE REQUEST OF
 WESTERN TITLE GUARANTY CO.
 APR 10 1970
 at 10 min. past 11 o'clock
 # M. Vol. 751, page 246
 OFFICIAL RECORDS OF
 SUTTER COUNTY, CALIFORNIA
 GERALDINE HALL County Recorder
 by Shelley Hill
 Deputy Recorder
 Fee \$ 2.00

MAIL TAX STATEMENTS TO

NAME Sikh Temple, Gurdwara
 ADDRESS c/o Bakhtawara Singh Purewal
 1156 Ruth Avenue
 CITY & STATE Yuba City, Calif. 95991

Documentary Transfer Tax... computed on the value of the interest conveyed... without a deduction for encumbrances remaining on such interest at time of sale Western Title Guaranty Company Sutter County, California
 Signature of Declarant or Agent determining tax, Firm Name.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Individual Grant Deed

WESTERN TITLE FORM NO. 104

FOR VALUE RECEIVED, BAKHTAWAR SINGH PUREWAL and HARBHAJAN KAUR, his wife; UDHAM SINGH and PRITO KAUR, his wife, said PRITO KAUR, being also known as PRITO JAUR PUREWAL GRANT to SIKH TEMPLE, GURDWARA, YUBA CITY, a corporation

all that real property situate in the unincorporated area of the County of Sutter, State of California, described as follows:

Being a Portion of Lot 14 as shown on that certain Map entitled "Map of Subdivision No. 2 of the Elmer Tract" filed in the office of the County Recorder of Sutter County, California, on February 4, 1908 in Book 1 of Surveys, page 61, more particularly described as follows:
 Beginning at the Northeasterly corner of said Lot 14, thence Westerly along the Northerly line of said Lot 14 a distance of 361.5 feet; thence Southerly parallel with the Easterly line of said Lot 14; a distance of 361.5 feet; thence Easterly parallel with the Northerly line of said Lot 14, a distance of 361.5 feet to a point on the Easterly line of said Lot 14; thence Northerly along the said easterly line of said Lot 14, a distance of 361.5 feet to the point of beginning.

Dated April 9, 1970

Bakhtawar Singh Purewal
 Bakhtawar Singh Purewal
UDHAM SINGH
 Udham Singh

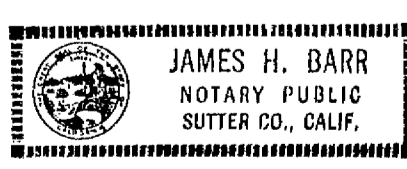
Harbhajan Kaur
 Prito Kaur
 Prito Kaur Maria

Prito Kaur being unable to write made her mark in my presence and I signed her name at her request in her presence
 Additional witness J. S. Basi witness

STATE OF CALIFORNIA } ss.
 County of Sutter
 On April 9, 1970, before me, the undersigned,
 a Notary Public, in and for said State, personally appeared Bakhtawar Singh Purewal, Harbhajan Kaur, Udham Singh & Prito Kaur
 known to me to be the persons whose names are
 subscribed to the within instrument, and acknowledged to me that they executed the same.

[Signature]
 Notary Public

FOR NOTARY SEAL OR STAMP



JAMES H. BARR
 NOTARY PUBLIC
 SUTTER CO., CALIF.

BOOK 751 PAGE 246
 MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

SUTTER COUNTY

RECORDING REQUESTED BY
Western Title Insurance Company
AND WHEN RECORDED MAIL TO
NAME Sikh Temple Gurdawara of Yuba City
ADDRESS P. O. Box 1353
Yuba City, CA 95991
CITY & STATE
Title Order No. _____ Escrow No. 43856

15746

RECORDED AT THE REQUEST OF
WESTERN TITLE INSURANCE CO.
Nov 30 1978
at 56 min. past 10 o'clock
A. M. Vol. 942 page 510
OFFICIAL RECORDS OF
SUTTER COUNTY, CALIFORNIA
LONNA B. SMITH County Recorder
By S. J. [Signature] Deputy Recorder
Fee \$ 3.00

15746
Indexed

MAIL TAX STATEMENTS TO
NAME SAME AS ABOVE
ADDRESS
CITY & STATE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Documentary transfer tax \$..... **TAX PAID**
 Computed on full value of property conveyed, or
 Computed on full value less liens and encumbrances
remaining thereon at time of sale.
Western Title Insurance Company. D.W.
Signature of declarant or agent determining tax—firm name

17-061-06
17-061-08 ptv

Individual Grant Deed

WESTERN TITLE FORM NO. 104

FOR VALUE RECEIVED, **BAKHTAWAR SINGH PUREWAL** and **HARBHAJAN KAUR**, husband and wife, and **UDHAM SINGH** and **PRITO KAUR**, husband and wife,

GRANT to **SIKH TEMPLE, GURDWARA, Yuba City, a corporation**

all that real property situate in the _____ unincorporated area of the

County of Sutter, State of California, described as follows:

Parcel 2 as shown on Parcel Map 463 filed in the office of the County Recorder of Sutter County California on October 6, 1978 in Book 3 of Parcel Maps, page 13.

Dated November 20, 19 78

Bakhtawar Singh PUREWAL
Bakhtawar Singh Purewal
UDHAM SINGH
Udham Singh

HARBHAJAN KAUR
Harbhajan Kaur
PRITO KAUR
Prito Kaur

STATE OF CALIFORNIA }
County of Sutter } ss.
On Nov. 29, 19 78, before me, the undersigned,

a Notary Public, in and for said State, personally appeared Bakhtawar Singh Purewal, Harbhajan Kaur, Prito Kaur, Udham Singh

known to me to be the person^s whose name^s are
subscribed to the within instrument, and acknowledged to me that
he Y executed the same.

Daniel R. Hewitt
Notary Public

FOR NOTARY SEAL OR STAMP



BOOK 942 PAGE 510 MAIL TAX STATEMENTS AS DIRECTED ABOVE

ATTACHMENT 2

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING EXECUTION OF THE TRUE ROAD WATERLINE REIMBURSEMENT
AGREEMENT WITH SIKH TEMPLE, GURDWARA**

BE IT RESOLVED AND ORDERED by the City Council of the City of Yuba City as follows:

The City Council approves the True Road Waterline Reimbursement Agreement, attached hereto, with Sikh Temple, Gurdwara, Yuba City, and authorizes the City Manager to execute the same on behalf of the City of Yuba City. The City Manager is authorized to make any non-material, technical, and clerical edits and corrections to the agreement subject to approval as to form by City Attorney.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 6th day of October, 2020.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Patricia Buckland, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachments:

Attachment A – Reimbursement Agreement

ATTACHMENT A

TRUE ROAD WATERLINE
REIMBURSEMENT AGREEMENT

This Agreement is made and entered into this ____ day of October, 2020, by and between the City of Yuba City, hereinafter called City, and Sikh Temple, Gurdwara, Yuba City hereinafter called Developer.

WITNESSETH:

WHEREAS, the Developer has constructed a 10-inch diameter water main and related appurtenances in and along True Road (“Improvements”); and

WHEREAS, said water line as shown on Drawing No. 5520-D, approved by the City Engineer and on file in the City Public Works Department, has been constructed by the Developer completely at Developer’s own expense; and

WHEREAS, the above-mentioned Improvements benefit certain other properties upon their connection to the Improvements; and

WHEREAS, a determination of the areas and locations of the properties that would benefit from these Improvements (“Benefited Properties”) has been made and is shown on the attached map and schedule (“Reimbursement Distribution Schedule”).

WHEREAS, City and Developer desire to enter into this Agreement in order to provide certain reimbursement to Developer from the Benefited Properties for the Improvements in the amounts as provided in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, it is mutually agreed as follows:

1. City shall collect fees from the Benefited Properties pursuant to the Reimbursement Distribution Schedule for reimbursement to the Developer pursuant to this Agreement.
2. All fees collected by the City for connection to the Improvements, to a maximum amount of \$154,279.92, will be mailed to the address of the Developer within thirty (30) days of collection. It is the responsibility of the Developer to notify the City Finance Department of any change of address.

3. It is understood and agreed by and between the parties hereto that City's obligation to make reimbursement to Developer is expressly contingent on the Benefited Properties seeking connection to the Improvements. Only in the event the Benefited Properties seek connection and pay their proportionate cost as reflected in the attached schedule shall there be an obligation or responsibility on City to make reimbursement and/or payment to Developer and then only to the extent of such payment. City is not liable for any reimbursement to Developer from any source of funds except as provided within this Agreement.
4. This Agreement will terminate and City shall not be held to this Agreement after fifteen (15) years from October _____, 2020.

In witness whereof, the parties to these presents have hereunto set their hands this year and date first above written.

City of Yuba City, a Municipal Corporation

By: _____
Diana Langley, Interim City Manager

Attest: _____
Patricia Buckland, City Clerk

Sikh Temple, Gurdwara Yuba City, a California Corporation

By: _____
Jaswant S. Bains, President

By: _____
Sarbjit S. Thiara, Secretary

Developer's Mailing Address:

Sikh Temple, Gurdwara, Yuba City
Attn: Jaswant S. Bains
P.O. Box 1353
Yuba City, CA 95902

REIMBURSEMENT DISTRIBUTION SCHEDULE

WATER MAIN REIMBURSEMENT DISTRIBUTION

ID	AP#	Address	True Road frontage subject to Agreement	Reimbursement Amount
1**	17-061-009	2468 Tierra Buena Road	688.36	\$50,911.11
2	17-061-014	n/a	361.7	\$26,751.33
3	17-070-011	2700 True Road	127	\$9,392.92
4	17-070-012	2333 Hooper Road	203	\$15,013.88
5**	17-070-014	n/a	425.16	\$31,444.83
6**	17-070-015	2620 True Road	280.77	\$20,765.75
			Total*:	\$154,279.82

*Total cost of Improvements as provided by Developer and accepted by City

**This property is not considered a Benefited Property. At the time of this Agreement, the Developer owns this property and has paid its extension fees through the construction of the Improvements. It was included in this calculation solely to determine the cost per lineal foot of property frontage that each parcel abutting the Improvements is responsible to pay.

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 Sutter)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 _____

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.

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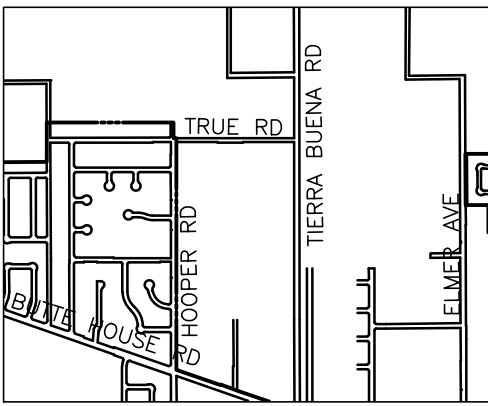
WITNESS my hand and official seal.

Signature _____



SCALE: 1" = 300'

TRUE ROAD WATERLINE REIMBURSEMENT AGREEMENT MAP



ID	APN
1.	17-061-009
2.	17-061-014
3.	17-070-011
4.	17-070-012
5.	17-070-014
6.	17-070-015

