

CITY OF YUBA CITY  
STAFF REPORT

**Date:** October 5, 2021  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Diana Langley, Public Works Director

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**Summary**

**Subject:** City Sewer Service Connection for 535 Sanborn Road [APN #20-040-048]

**Recommendation:** Adopt a Resolution authorizing the City Manager to execute an Extraterritorial Sewer Service Agreement with the property owner of 535 Sanborn Road for connection to City sewer following approval as to legal form by the City Attorney, subject to material terms.

**Fiscal Impact:** No fiscal impact to the City, and costs for connection will be paid by the owner. The sewer connection cost for the owner is estimated to be \$8,432.17 including fees for sewer service connection, building permit, encroachment permit, and West Yuba City Sewer Trunk Line fees. The owner will also be subject to monthly utility fees.

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**Purpose:**

To provide a parcel outside of the City Limits with City sewer 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 sewer services if the owner enters into an Extraterritorial Sewer Service Agreement (Service Agreement).

The property is located in Sutter County, but is within the City's Sphere of Influence, and is adjacent to the City Limits. In the last month the property owner of 535 Sanborn Road has shown interest in connecting to City sewer. He had been provided a preliminary quote outlining the connection costs. The owner is planning to construct a new residence on the parcel and therefore opted to connect to City sewer. The owner is willing to pay the fees for connection in its entirety and sign a Service Agreement. The Service Agreement establishes guidelines for connection to the City's sewer system such as any fees, terms of the agreement, etc.

On September 7, 2021, Council adopted Resolution No. 21-122 authorizing the City Manager to execute an Extraterritorial Water Service Agreement for this same parcel. The property owner has now elected to also connect to City sewer.

**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.

A 6-inch sewer collection line is located in Sanborn Road and would require approximately one day's work from the Owner's contractor to construct a sewer service line to the property. The owner has an existing sewer disposal site on the property which will be destroyed in accordance with Sutter County Environmental Health Department requirements.

**Fiscal Impact:**

No fiscal impact to the City, and costs for connection will be paid by the owner. The sewer connection cost for the owner is estimated to be \$8,432.17 including fees for sewer service connection, building permit, encroachment permit, and West Yuba City Sewer Trunk Line fees. The owner will also be subject to monthly utility fees.

**Alternatives:**

Do not approve the execution of a Service Agreement for a sewer service connection. The owner would need to find other solutions.

**Recommendation:**

Adopt a Resolution authorizing the City Manager to execute an Extraterritorial Sewer Service Agreement with the property owner of 535 Sanborn Road for connection to City sewer service following approval as to legal form by the City Attorney, subject to material terms.

**Attachments:**

1. Resolution authorizing Extraterritorial Service Agreement
  - A. Extraterritorial Service Agreement
    - i. Exhibit A – Legal Description

Prepared by:

*/s/ Kevin Bradford*  
Kevin Bradford  
Deputy Public Works Director – Engineering

Submitted by:

*/s/ Dave Vaughn*  
Dave Vaughn  
City Manager

Reviewed by:

Department Head

City Attorney

DL

SLC by email

# ATTACHMENT 1

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING EXECUTION OF THE EXTRATERRITORIAL SEWER SERVICE  
AGREEMENT WITH THE PROPERTY OWNER OF 535 SANBORN ROAD**

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

The City Council approves the Extraterritorial Sewer Service Agreement, attached hereto, with the property owner of 535 Sanborn Road, 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 5<sup>th</sup> day of October, 2021.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Marc Boomgaarden, Mayor

ATTEST:

\_\_\_\_\_  
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY:

\_\_\_\_\_  
Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

Attachments:

Exhibit A – Extraterritorial Water Service Agreement

Exhibit A

**EXTRATERRITORIAL SEWER SERVICE  
AGREEMENT**

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 SEWER SERVICE AGREEMENT

This **EXTRATERRITORIAL SEWER SERVICE AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Commencement Date"), by and between **PALWINDER S. LALLY AND SUKWINDER K. LALLY, TRUSTEES OF THE LALLY FAMILY TRUST, DATED OCTOBER 27, 2004**, ("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 20-040-048 located at 535 Sanborn 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 sewer 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, in anticipation of a later change of organization. Sutter Local Agency Formation Commission ("LAFCO"), approved new or extended services outside the City Limits in 2001 through LAFCO file No. 01-02 and LAFCO Resolution No. 2001-01.

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 sewer collection system which conveys wastewater originating in its service area through the City's collection system. This sewer collection system includes a 6 (six) inch collection main along Sanborn Road from Lincoln Road for collecting the wastewater from nearby homes within City boundaries. In response to a request by the Owner, City recently produced a quote of the costs for connecting to the City's sewer system

and the Owner would like to connect to the sewer collection system at the Owner's cost. The Owner's sewer service line is referred to herein as "New Sewer Service Line."

F. Owner has agreed to make payments described herein with respect to the sewer 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 sewer service agreement with City.

H. The City has identified options to provide sewer collection to the Owner to accommodate the Owner's sewer 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 sewer service classification. The City and the 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. Location for Connection to City Sewer Distribution System. Owner and City acknowledge the nearest City municipal sewer collection system to serve the Property will be at the Sewer Collection Main in Sanborn Road. Connection to City's Sewer Collection System by the Owner shall be made at the Sewer Collection Main. Owner shall construct, at the Owner's sole cost and expense, the Sewer Service Line from the City's existing Sewer Collection Main to, and then onto, the Owner's property.



4. New Sewer Service Line. Owner, at their sole expense and without reimbursement from the City, shall be required to install a sewer service line as necessary to connect from the City's Sewer Collection System to the Property. The Owner shall represent, warrant, and covenant to the City that the Owner completed all necessary construction/installation to the Property from the Sewer Collection Main after receiving all respective County of Sutter and City permits and that the New Sewer Service Line was constructed in accordance with all respective laws and standards.

5. System Facilities, Operation, and Maintenance. Owner shall be responsible for the operation, maintenance and repair of all components of the New Sewer Service Line. Under no circumstances shall the City be required to maintain, repair or replace the New Sewer Service Line. It shall be the sole responsibility of the Owner to repair, maintain, and replace the New Sewer Service Line, and City shall have no responsibility or liability for the New Sewer Service Line. The Owner shall obtain all necessary permits or other approvals necessary for constructing and connecting the New Sewer Service Line.

6. Exclusive use of New Sewer Service Line. The sewer service line is for the exclusive use of the Owner. After connection to the sewer service line, the Owner shall not permit the line to be used, either directly or indirectly, to provide sewer service to any other property regardless whether the property is owned by the Owner or a third party.

7. Disconnecting of Existing On-Site Private Sewer System. Owner shall disconnect from existing on-site Private Sewer System(s) on the Property per Sutter County Environmental Health requirements.

8. City to Provide Sewer Services. Upon the Owner's full and complete performance of all of the Owner's obligations and responsibilities under this Agreement and Owner's completion of construction of the City's expansion of a 4 inch sewer line from the Sewer Collection Main in Sanborn Road to the Property, the City agrees to provide the Property with sewer services from the City's Collection System and Wastewater Treatment Plant. The City's obligation to provide the Property with sewer services from the City's Collection System is conditioned upon the City and the Owner obtaining the consent of all applicable governmental agencies.

9. 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 sewer system and other related items. In addition, the Owner agrees to apply to the City for a municipal utility sewer account, maintain its municipal utility sewer 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 sewer bill is not paid on, or before the 45<sup>th</sup> 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.

10. Inspection. City shall have the right to inspect and examine the New Sewer Service Line from the property line to the City's Sewer Collection System at any time, including during construction.

11. 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 including, without limitation, any such claims, causes of action, damages, liabilities, fees, costs, expenses, and attorney fees arising from inadequate flow, blockage, 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.

12. Covenants Running with the Land. The Owner acknowledges and agrees all of the Owner's covenants, agreements, promises, representations, and warranties, as set forth in this Agreement, are covenants running with the 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.

13. 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. The 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 the Owner of its obligations and responsibilities under this Agreement.

14. 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)  
Palwinder S. Lally, Trustee and  
Sukwinder K. Lally, Trustee  
535 Sanborn Road  
Yuba City, CA 95993

(Personnel delivery)  
Palwinder S. Lally, Trustee or Sukwinder K. Lally, Trustee  
535 Sanborn Road  
Yuba City, CA 95993

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

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

27. 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.

28. 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 the 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.

29. 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.

30. 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.

31. 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 sewer service from the City's Sewer Collection 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 the Owner's sole cost and expense.

32. 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

**OWNER:**

The Lally Family Trust  
Dated October 27, 2004

By: \_\_\_\_\_  
Marc Boomgaarden, Mayor

By: \_\_\_\_\_  
Palwinder S. Lally, as  
Trustee for the Lally  
Family Trust, Dated  
October 27, 2004

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sukwinder K. Lally, as  
Trustee for the Lally  
Family Trust, Dated  
October 27, 2004

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Ciara Wakefield,  
Deputy City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Shannon L. Chaffin  
City Attorney

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 )

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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 \_\_\_\_\_



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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 \_\_\_\_\_



2019-0003899

**RECORDING REQUESTED BY:**  
First American Title Company

Recorded  
Official Records  
County of  
Sutter  
Donna M. Johnston  
Clerk Recorder

REC FEE 19.00  
TAX 460.90  
SURVEY MONUME 10.00  
HFE-DTT 0.00

**MAIL TAX STATEMENT  
AND WHEN RECORDED MAIL DOCUMENT TO:**  
Palwinder S. Lally and Sukhwinder K. Lally,  
Trustees of the Lally Family Trust  
1564 Country Side Drive  
Yuba City, CA 95993

10:15AM 04-Apr-2019 EM  
Page 1 of 2

Space Above This Line for Recorder's Use Only

A.P.N.: 20-040-048

File No.: 5102-5898495 (KG)

**GRANT DEED**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$460.90; CITY TRANSFER TAX \$;  
SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area;  City of , and

EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Jarnail S. Lally and Paramjit K. Lally as Trustees or their Successors in Trust, under of The Lally Family Trust, Dated June 19, 2008**

hereby GRANTS to **Palwinder S. Lally and Sukhwinder K. Lally, Trustees of the Lally Family Trust, Dated October 27, 2004**

the following described property in the Unincorporated Area of , County of **Sutter**, State of **California**:

**PARCEL 4, AS SHOWN ON PARCEL MAP NO. 141, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA ON OCTOBER 29, 1973 IN BOOK 1 OF MAPS, AT PAGE 141.**

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A.P.N.: 20-040-048

File No.: 5102-5898495 (KG)

Dated: March 27, 2019

Jarnail S. Lally and Paramjit K. Lally as Trustees  
or their Successors in Trust, under of The Lally  
Family Trust, Dated June 19, 2008

Jarnail S. Lally

Jarnail S. Lally, Trustee

Paramjit K. Lally

Paramjit K. Lally, Trustee

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 )SS

COUNTY OF Sutter )

On April 3 2019 before me, K Grossman, Notary Public, personally appeared

Jarnail S. Lally and Paramjit K Lally  
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.

*This area for official notarial seal.*

K Grossman  
Notary Signature

