

CITY OF YUBA CITY
STAFF REPORT

Date: September 17, 2019
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Benjamin Moody, Deputy Public Works Director – Engineering

Summary

Subject: City Water Service Connection for 2320 Lincoln Road (APN # 22-030-067)

Recommendation: Authorize the City Manager to execute an extraterritorial service agreement with the property owner of 2320 Lincoln Road for connection to City water service 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 1" water connection cost for the owner is estimated to be \$25,190 including fees for water service connection, extension, cellular meter, and service fees. The owner will also be subject to monthly utility fees.

Purpose:

To provide a Sutter County resident with City water service.

Background:

On July 29, 2019, the owners of 2320 Lincoln Road inquired with County and City staff regarding options to connect to the City's water service. One of the residents had adverse reactions to the water supplied by the well on site, and desired to connect to City water in hopes of avoiding these adverse effects. The owner desires to have the house connected to City water, but keep the existing well active for landscape and irrigation needs.

The property is located in Sutter County, but is within the City's Sphere of Influence. At the March 5, 2019 City Council meeting, policy was established to allow existing homes within the Sphere of Influence, but outside the City limits, to connect to City water services if the parcel is willing to enter into an extraterritorial service agreement.

City staff met with the residents of the property and discussed the process of connecting to the City's water service and provided a quote for the fees affiliated with connecting to City water. The owner is willing to pay the fees for connection in its entirety and sign an extraterritorial service agreement. The agreement will establish guidelines for the connection to the City's water service

such as any additional equipment needed for preventing a cross connection, fees schedule, terms of the agreement, etc.

Analysis:

A 16-inch transmission line is located on the north side of Lincoln Road and would require approximately one day's work from the City's Water Distribution Division to construct a water service line to the property. The owner has an existing well on the property and will need to install a backflow regulator to ensure there is no cross connection with the City's water distribution system. An extraterritorial service agreement will be required to ensure proper equipment is installed and establish procedures if the area is annexed in the future.

Fiscal Impact:

No fiscal impact to the City, and costs for connection will be paid by the owner. The 1" water connection cost for the owner is estimated to be \$25,190 including fees for water service connection, extension, cellular meter, and service fees. The owner will also be subject to monthly utility fees.

Alternatives:

Do not approve or modify the agreement for a water service connection. The owner would need to pursue other solutions to improve the well water.

Recommendation:

Authorize the City Manager to execute an extraterritorial service agreement with the property owner of 2320 Lincoln Road for connection to city water service, following approval as to legal form by the City Attorney, subject to material terms.

Attachments:

1. Draft Extraterritorial Service Agreement
 - a. Attachment A – Legal Description
 - b. Attachment B – Quote

Prepared by:

[/s/ William Jow](#)
William Jow
Assistant Engineer

Submitted by:

[/s/ Michael Rock](#)
Michael Rock
City Manager

Reviewed by:

Department Head

[DL](#)

Finance

[RB](#)

City Attorney

[SLC by email](#)

ATTACHMENT 1

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 September, 2019 (the "Commencement Date"), by and between **GEORGE AND GEETA PAGANY**, ("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 Number 22-030-067, located at 2320 Lincoln Road, Yuba City, 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, in anticipation of a later change of organization, and with written approval from Sutter Local Agency Formation Commission ("LAFCO"), which may have previously been provided by resolution.

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 and storage tank which conveys potable water originating in its service area through the City's transmission system. This water distribution system includes two 16 inch transmission mains along Lincoln Road, one for supplying water to the storage tanks, and one for distributing the water to nearby

homes and business within City boundaries. In response to a request by Owner, City recently produced a quote of the costs for connecting to the City's water system and the Owner would like to connect to water service at Owner's cost. The City's water distribution system is referred to herein as "Distribution System." The City's water service line is referred to herein as "City Water Service Line."

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 identified options to provide water supply to the Owner to accommodate the Owner's water demands at the Extraterritorial Property, provided the Owner meet certain conditions as set forth below.

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. Location for Connection to City Water Distribution System. Owner and City acknowledge the nearest City municipal water distribution system to serve the Property will be at the Connection Point. The Connection Point is defined as the downstream side of the water meter. Connection to City's Water Distribution System by Owner shall be made at this location.

City shall connect, at Owner's sole cost and expense, the service line from the City's existing Water Transmission Main on the north side of Lincoln Road downstream to the Connection Point.

4. Metered Service Connection. The City will install a meter on Owner's property. The Owner will pay for installation, maintenance and repair of the meter, unless damaged by the City. All costs and expenses incident to any connection to the Water Distribution System from private property are to be borne by the property owner or water user, who 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.

5. New Water Service Line. Owner, at their sole expense and without reimbursement from the City, shall be required to install a water line as necessary to connect to the City's Water Distribution System from the Property downstream from the meter. Owner shall represent, warrant, and covenant to the City that Owner completed all necessary construction/installation from the Property to the Connection Point ("New Water Service Line") after receiving all respective County of Sutter and City permits and that the New Water Service Line was constructed in accordance with all respective laws and standards. Both the County of Sutter and the City have signed off on all permits for the construction of the New Water Service Line.

6. System Facilities. Owners shall be responsible for the operation, maintenance and repair of all components of the New Water Service Line downstream from the meter. Under no circumstances shall the City be required to maintain, repair or replace the New Water Service Line unless and until the City, at its sole discretion and option, accepts dedication of the water system or any portion thereof in increments at some future date. Any other water system installed by Owner on the Property connected to a well or other source of water not from the City's Water Distribution System is not part of the New Water Service Line, and shall be private ("Private Water System"). It is the sole responsibility of Owner to repair, maintain, and replace all Private Water System, and City shall have no responsibility or liability for these Private Water System. Owner shall obtain all necessary permits or other approvals necessary for constructing and connecting Owner's Private Water System.

7. Disconnecting of Existing On-Site Private Water System(s). Owner shall disconnect all existing on-site Private Water System(s) on the Property per County standards, and any Private Water System shall be fully separated from and not connected to the City's Water Distribution System and New Water Service Line effective as soon as the City extends the service line from Lincoln Road to the Connection Point and installs the meter. A backflow regulator shall be installed at Owner's expense to ensure no future connections can contaminate the City's Water Distribution System. Owner will be required to comply with City's Municipal Code as may be amended from time to time. Owner shall not apply any water obtained from onsite wells to the City's Water System.

8. No Representation Regarding Water Service, Pressure, or Volume 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.

9. City to Provide Water Services. Upon Owner's full and complete performance of all of Owner's obligations and responsibilities under this Agreement and completion of construction of the City's expansion of a 1 inch water line from the existing termination at Lincoln Road to the Connection Point, City agrees to provide Owner's Property with water services from City's Water Distribution System and Water Treatment Plant. City's obligation to provide Owner's Property with water services from City's Water Distribution System is conditioned upon City and Owner obtaining the consent of all applicable governmental agencies. As a condition to providing water service, 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 Line, or the Property. Owner shall promptly notify the City of any repairs or replacement of damaged water meters. The City shall respond to such notifications in a reasonable amount of time.

10. Obligations and Responsibilities of Owner to Pay for Municipal Utility Services Provided by City. Owner agrees to promptly pay to 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 related items, as well as any cost of construction of a water line to the Connection Point. A detailed quote with current fees can be found in Exhibit "B" attached hereto and incorporated by reference. Owner agrees to apply to City for a municipal utility water account, maintain its water municipal utility water service account with City in a current status and comply with – and be subject to – City's Municipal Code, as subsequently updated or amended. 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.

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

12. Indemnification of City: To the greatest extent allowed by law, Owner shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and 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 City, 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 City or held to be the liability of the City, 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 City Water Distribution System or New Water Line 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. Owner' obligations under the preceding sentence shall apply regardless of whether 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 City or any of its officers, officials, employees, agents, or volunteers. This section shall survive termination or expiration of this Agreement.

13. Covenants Running with the Land. Owner acknowledges and agrees all of Owner' covenants, agreements, promises, representations, and warranties as set forth in this Agreement are covenants running with Owner' 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 City and shall be enforceable by City. Owner' covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with the Property and shall be binding on Owner and Owner' successors, assigns, lessees and all parties and persons claiming under them. Owner consents to this Agreement being recorded as covenant running with the Property.

14. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and shall insure to the benefit of the heirs, successors and assigns of the parties hereto.

15. 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 on the signature page of this Agreement, 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.

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

17. Compliance with the Law. In providing the services required under this Agreement, Owner shall at all times comply with all applicable laws of the United States, the State of California, and 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. Owner, not 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, and Government Code; and the Yuba City Municipal Code. 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. City shall not be liable or responsible, in law or equity, to any person for Owner' failure to comply with any such laws, whether City knew or should have known of the need for Owner to comply, or whether City failed to notify Owner of the need to comply.

18. 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.

19. Public Health, Safety and Welfare. Nothing contained in this Agreement shall limit 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 City in its sole determination and discretion.

20. 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.

21. 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.

22. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

23. 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.

24. 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.

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

26. 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.

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

28. 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.

29. 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, such as an action to provide Owner's Property with sewer services from City's Water Distribution System.

30. 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.

31. 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 City and Owner.

32. Third Party Approvals. The Parties acknowledge that there are approvals from third parties (such as those involving public utilities, railroad right-of-way, etc.) that are required to allow the City providing Owner's Property with water services from the City's Water Distribution System. The approvals are conditions precedent to performance, and the City shall seek said third-party approvals in good faith.

33. 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 at Fresno, California, the day and year first above written.

CITY:

CITY OF YUBA CITY,
a California municipal corporation

By: _____
Shon Harris, Mayor

ATTEST:

By: _____
Patricia Buckland, City Clerk

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin
City Attorney

******SIGNATURES CONTINUE ON NEXT PAGE ******

**“OWNER”:
GEORGE PAGANY**

By: _____
Signature Notarized

Address: 2320 Lincoln Road,
Yuba City, CA

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 _____

“OWNER”:
GEETA PAGANY

By: _____
Signature Notarized

Address: 2320 Lincoln Road,
Yuba City, CA

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 _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Exhibit A



2016-0002397

RECORDING REQUESTED BY

Placer Title Company
Escrow Number: P-135250-CC
Branch: 1201

Recorded	REC FEE	22.00
Official Records	TAX	110.00
County of Sutter		
Donna M. Johnston Clerk Recorder		
	MJ	
12:30PM 22-Feb-2016	Page 1 of 3	

AND WHEN RECORDED MAIL TO

1/3

George Pagany and Geeta Pagany
1249 Jodi Dr.
Yuba City, CA 95993

A.P.N.: 22-030-067

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$110.00 City Transfer Tax: \$0.00

(X) Unincorporated Area () City of Yuba City

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

* David G. Singh and Cheryl G. Singh, trustees of the *D & C Singh Revocable TRUST DATED May 13, 2008*
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged; **D & C SINGH REVOCABLE TRUST DATED MAY 13, 2008**

Hereby GRANT(S) to **George Pagany and Geeta Pagany, husband and wife, as joint tenants**

The land described herein is situated in the State of California, County of Sutter, unincorporated area, described as follows:

Lot 3, as shown on the map entitled, "Lincoln Road Villas", filed in the office of the County Recorder of Sutter County, California, on September 18, 2009, in Book 19 of Surveys, Page 179.

A.P.N.: 22-030-067

Dated: February 16, 2016

D & C SINGH REVOCABLE TRUST DATED MAY 13, 2008

BY: 
DAVID G. SINGH, TRUSTEE

BY: 
CHERYL G. SINGH, TRUSTEE

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

Exhibit A

2

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) ss.

On February 17, 2016 before me, Maco Offord
Notary Public personally appeared David G. Singh 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 Maco Offord



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 February 19, 2016 before me, Maco Offord, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Cheryl A Singh
Name(s) of Signer(s)

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/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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Deed Document Date: 2-16-16

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Corporate Officer - Title(s)
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

Signer's Name:

- Corporate Officer - Title(s)
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

EXHIBIT "B"
WATER CONNECTION QUOTE

Exhibit B

CITY OF YUBA CITY PUBLIC WORKS DEPARTMENT

Name: David Pagany			Date: 8/6/19	
Address: 2320 Lincoln Rd			Parcel #: 22-030-067	
Phone: (530) 923-1925			Cell:	Fax:
SEWER CONNECTION QUOTE				
Residential				
0	Each	\$ 7,278.55	\$ -	Connection
0	L.F.	\$ 70.35	\$ -	Extension
0	Each	\$ 212.41	\$ -	Bldg. Permit
0	Each	\$ 0.59	\$ -	Seismic Fee
0	Each	\$ 1.00	\$ -	Green Bldg Fee
0	Each	\$ 0.95	\$ -	GIS/Technology Fee
TOTAL DUE CITY			\$ -	
(Property owner is responsible from the house to the City main for the sewer lateral and work has to be done by a licensed contractor.)				
WATER CONNECTION QUOTE				
Residential				
1	Each	\$8,541.04	\$ 8,541.04	Connection - 1"
183	L.F.	\$63.22	\$ 11,569.26	Extension
1	Each	\$212.41	\$ 212.41	Bldg. Permit
1	Each	\$5,079.58	\$ 5,079.58	Service/Meter 1"
1	Each	\$0.50	\$ 0.50	Seismic Fee
1	Each	\$1.00	\$ 1.00	Green Bldg Fee
1.5	Each	\$0.95	\$ 1.43	GIS/Technology Fee
TOTAL DUE CITY			\$ 25,405.22	
(Property owner is responsible from the house to the property line.)				

If you have any questions, please call the Public Works Department at (530) 822-4626.