

# PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

*"Paradise Irrigation District (PID) is dedicated to the business of producing and delivering a safe, dependable supply of quality water in an efficient, cost effective manner with service that meets or exceeds the expectation of our customers."*

*Please consider how this agenda item relates to our mission.*

TO: Board of Directors

FROM: Neil Essila, Assistant Engineer

DATE: July 11, 2018

RE: Baines Future Pipeline Agreement

Grant and Kasey Baines have applied for water service to the property at 5208 Harmony Lane, APN 055-060-032. This property is not contiguous to a District water main. Paradise Irrigation District Policy and Procedures Manual section 6.6.1 states that applications for service for non-contiguous properties are subject to additional staff review and conditions.

In this case, the subject property adjoins other properties in the area that have potential for further development. When this area is developed a water main extension will likely be required. At this time, staff recommends that a temporary variance from the District's main line extension policy be offered to the Baines since their application for service is the only one being made currently. The attached Future Pipeline Agreement was created to secure the payment of a pro-rata share of the cost of the future main line extension from this property when the pipeline extension is constructed at some later date.

The following action is requested:

*"Approve the Baines Future Pipeline Agreement and authorize Kevin Phillips to execute the document."*

*WHEN RECORDED PLEASE RETURN TO:  
PARADISE IRRIGATION DISTRICT  
6332 CLARK ROAD  
PARADISE, CA 95969-4146*

(  
APN 055-060-032

Recorded for the Public Benefit under Government Code § 6103

#### AGREEMENT

THIS AGREEMENT made and entered into as of this 5th day of January, 2018, by and between PARADISE IRRIGATION DISTRICT, hereinafter referred to as "District", and Kasey Ann Baines and Grant Gregory Baines, husband and wife as joint tenants, hereinafter referred to as "Applicant."

#### RECITALS

This Agreement is made with reference to the following facts:

1. Applicant seeks domestic water service from District for property located at 5208 Harmony Lane within the District's boundaries, Town of Paradise, County of Butte, State of California, known and referred to as Butte County Assessor's Parcel APN 055-060-032, and more particularly and legally described in EXHIBIT "A" attached hereto and made a part hereof ("Property").
2. In order to serve Applicant's Property and future lots and/or developments within the general area (as shown on Exhibit "B" attached hereto and made a part of this Agreement) in an efficient and orderly manner, an extension of District's main line at property owner's expense is required under District's main line extension policy.
3. Applicant has requested a temporary variance from District's main line extension policy inasmuch as there is no present demand for new service in the general area, with the exception of Applicant's request, and Applicant is unable to finance 100% of District's main line extension at this time.

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated by the parties, the parties agree as follows:

1. District agrees to grant Applicant a temporary variance from District main line extension policy by allowing Applicant, at Applicant's sole cost, expense and responsibility, to construct a private service line from a point on District's existing main line (as shown on

Exhibit "B") in lieu of extending District's existing main line at this time. Construction of the service line and meter shall be in accordance with District's then-existing policies.

2. Applicant acknowledges and agrees that an extension of District's main line, including fire protection appurtenances and service lines, to serve Applicant's Property is required and that the private line is intended to be a temporary service as an accommodation to Applicant. Applicant hereby agrees, upon future demand being made for new services in the general area, and upon District notifying Applicant of the need to extend District's main line, that Applicant will immediately pay to District upon demand Applicant's pro rata share of the total cost (including engineering costs) of the main line extension as determined by District. No representations or promises are made as to when such future demand may occur and District retains sole and absolute discretion in determining when notice will be provided and when Applicant must contribute their cost share. The amount of Applicant's and others' pro rata shares will be determined by District, in consultation with its then-existing policy, at the time of construction of the extension. Applicant further agrees that the meter serving Applicant's Property shall be moved to a point on the extended main adjoining Applicant's Property, and to pay all costs associated with relocation of the meter.
3. In the event that the construction of a pipeline extension under this Agreement is triggered by development of property located wholly outside the Property, Applicant's pro rata share, regardless of the location of such new pipeline, shall not exceed half the then-existing total cost of a 6-inch diameter main line extension from the then-existing water main at Roe Road to the northerly boundary of Applicant's property, the distance between Point "1" and Point "2", as shown on Exhibit "B", being approximately 360 feet. The foregoing limitation shall not apply in the event that construction is triggered by development of Property, or some portion or subdivision thereof. In such case, the Applicant's share shall be determined by District, in its sole and absolute discretion, in consultation with its then-existing policy.
4. It is mutually agreed between the parties hereto that this Agreement shall be recorded and shall create a binding covenant running with the Property. This Agreement shall be binding on the heirs, successors, and assigns of the parties named herein. It is further agreed by Applicant that if Applicant, their heirs, successors or assigns, should refuse or fail to pay Applicant's pro rata share of the cost of the District's main line extension upon demand, the District, at its option, may take any available legal or equitable remedy available to it, including without limitation: (a) discontinuing water service to the Property, or subdivisions thereof; (b) placing delinquent amounts on the assessment roll to be collected through taxes as a lien upon Applicant's property; and/or (c) District may take such other action as it deems necessary to collect Applicant's pro rata share of the cost of the main line extension.
5. Except as expressly provided herein, the District's rules and regulations governing water service, as the same may be amended from time to time, shall apply and Applicant agrees to be bound by the same.

6. In the event litigation is initiated under this Agreement the prevailing party thereto shall be entitled to reasonable attorneys' fees and costs. Litigation and the right to reimbursement shall include, but not be limited to, actions undertaken by District to collect any delinquency by Appellant whether or not such action culminates in a filing in Superior Court.
7. This Agreement represents the parties' complete and final agreement and supersedes all informal understandings, oral agreements and representations not expressly included herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.


PARADISE IRRIGATION DISTRICT

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

BY \_\_\_\_\_  
Kevin Phillips, Interim District Manager

APPLICANT

Date: January 5, 2018

BY   
Kasey Ann Baines

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

BY \_\_\_\_\_  
Grant Gregory Baines

**APPLICANT'S SIGNATURES MUST BE NOTARIZED**

This certificate is attached to a Future Pipeline Agreement between Paradise Irrigation District and Kasey Ann Baines and Grant Gregory Baines dated January 5, 2018.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

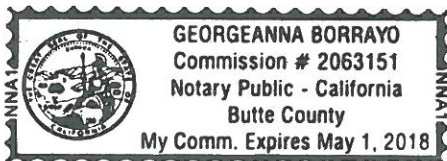
**CIVIL CODE § 1189**

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 Butte )

On January 5, 2018 before me, Georgeanna Borrayo, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Kasey Ann Baines  
*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/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 Georgeanna Borrayo  
*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** Future Pipeline

Title or Type of Document: Agreement, APN 055-060-032 Document Date: 01/05/2018

Number of Pages: 5 Signer(s) Other Than Named Above: Grant Gregory Baines and Kevin Phillips

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Kasey Ann Baines

☐ 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

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☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



## EXHIBIT A

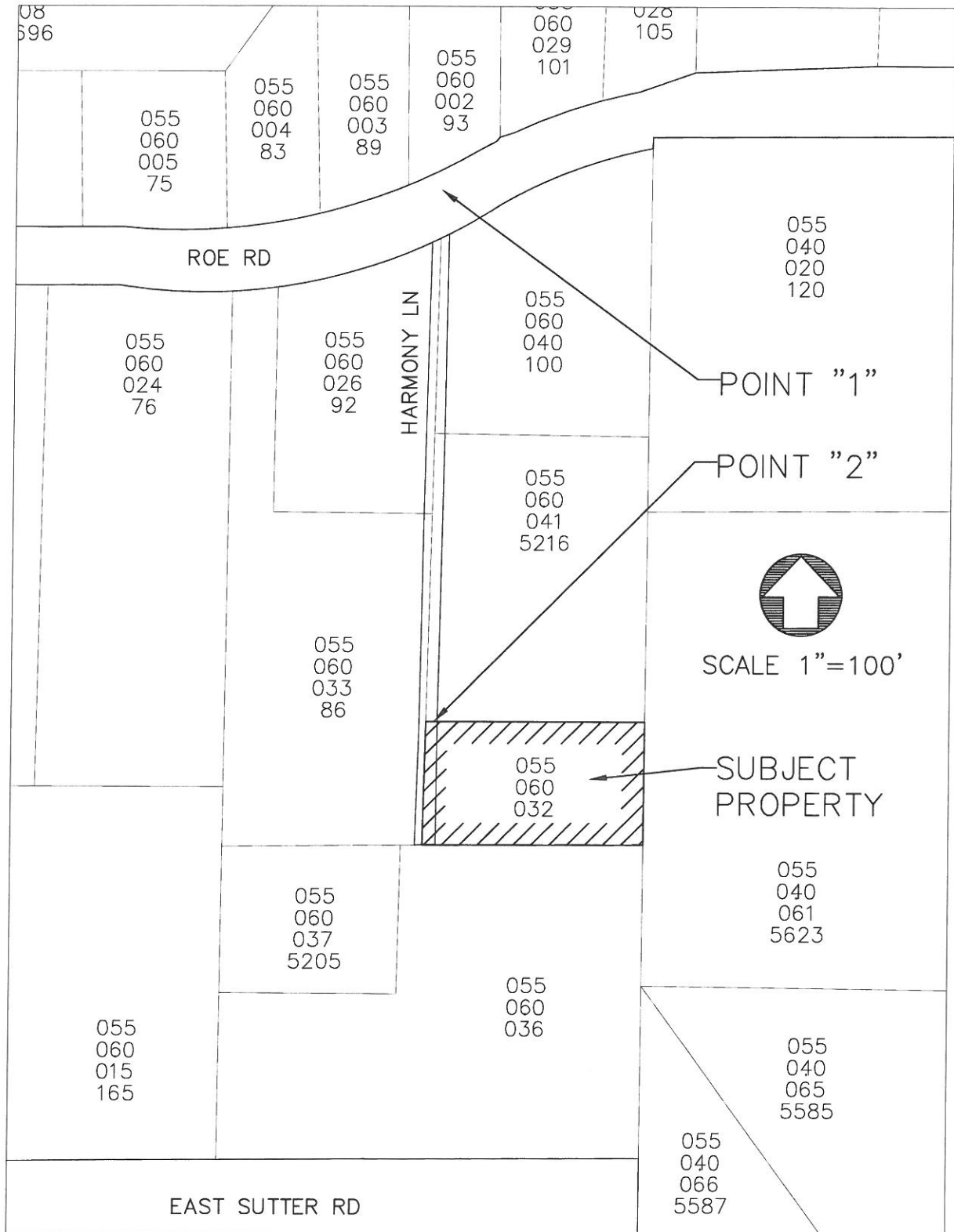
The land referred to herein is described as follows:

All that certain real property situate in the Town of Paradise, County of Butte, State of California, described as follows:

That portion of Lot 16, of Oakdale Farms Subdivision No. 2, according to map recorded April 24, 1924, in Book 9 at Page 33 of Maps, and described as follows:

Beginning at a point 1773.6 feet south of the northeast corner of the northwest quarter of Section 28, Township 22 North, Range 3 East, M.D.B. & M., on the east boundary of said northwest quarter of Section 28; said point also being the northeast corner of the property conveyed to C. Edgar Johnson, et. ux., in deed recorded June 17, 1953, in Book 676 of Official Records, at Page 426; thence west along the north boundary of said Johnson property 170 feet; thence north and parallel to the east boundary of said northwest quarter, 86.2 feet more or less; thence east 170 feet to a point in said east boundary; thence south along said east boundary 86.2 feet to the point of beginning.

EXHIBIT "B"



# CERTIFICATE OF NOTARY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I **CHARLES EDWARD BECKWITH**, Notary Public duly authorised admitted and sworn, residing and practising in the Shire of Mornington in the State of Victoria in the Commonwealth of Australia DO HEREBY CERTIFY that I was present on the 30th day of MAY Two thousand and EIGHTEEN and did see the person named in the annexed document duly sign the same and that the signature of GRANT GREGORY BAINES, subscribed thereto is of the proper handwriting of the said, and that the signature of "Charles Edward Beckwith" there unto subscribed as the attesting witness thereto is of the proper handwriting of myself.

IN FAITH AND TESTIMONY whereof )  
I the said Notary Public have hereunto )  
subscribed my name and affixed my seal )  
of Office this 30th day of )  
MAY Two )  
Thousand and EIGHTEEN )

  
Notary Public,  
Mornington, Victoria, Australia



**CHARLES EDWARD BECKWITH**  
16 Blamey Place, Mornington, 3931  
an Australian Legal Practitioner  
within the meaning of the  
Legal Profession Uniform Law (Victoria).  
**NOTARY PUBLIC**



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**6332 CLARK ROAD**  
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**CHARLES EDWARD BECKWITH**

30-05-18 46 Blamey Place, Mornington, 3931  
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PARADISE IRRIGATION DISTRICT

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

BY \_\_\_\_\_  
Kevin Phillips, Interim District Manager

APPLICANT

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

BY \_\_\_\_\_  
Kasey Ann Baines

Date: 30 MAY 2018

BY   
Grant Gregory Baines



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30-0518  
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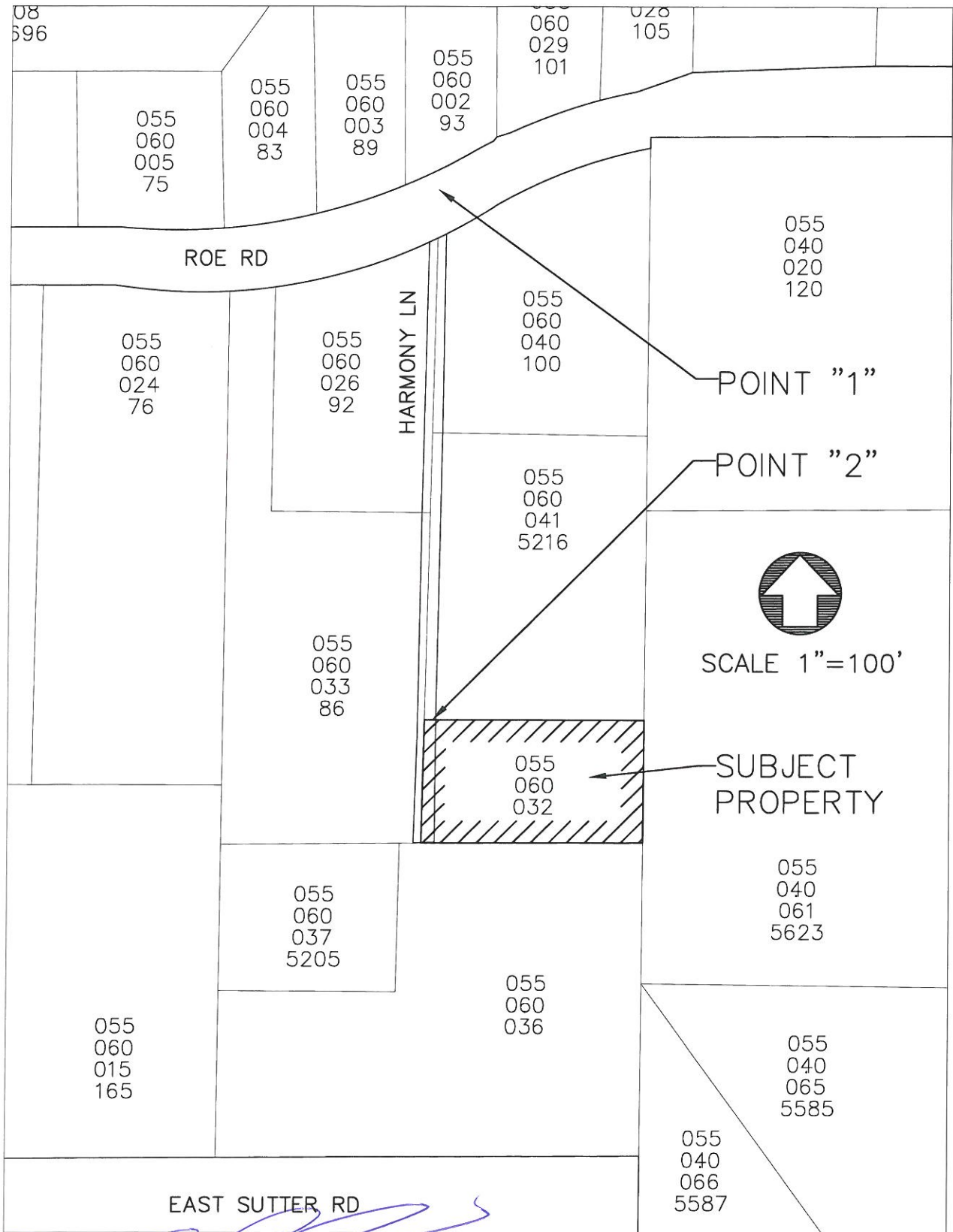


EXHIBIT "B"



30.08.18  
**CHARLES EDWARD BECKWITH**

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