
Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 05/12/23 Regular Board Meeting

Agenda Item #11

SUBJECT: Property Letter Agreement with City of Lincoln-Amended

There was not adequate time for City of Lincoln legal counsel to review the proposed agreement prior to posting the agenda packet. Attached you will find the new proposed agreement with track changes from their input and an additional typo corrected.

PROPERTY TRANSFER LETTER AGREEMENT

THIS PROPERTY TRANSFER LETTER AGREEMENT ("Agreement") is made as of the _____ day of May 2023 ("Effective Date"), by and between the City of Lincoln, ("City"), a city duly organized and existing under the constitution and laws of the State of California and the Lincoln-SMD1 Wastewater Authority ("LiSWA"), a joint powers authority duly organized and existing under the laws of the State of California. The City and LiSWA may be referred to herein as a "Party" or collectively "Parties."

RECITALS

WHEREAS, effective December 1, 2022, the Lincoln-SMD-1 Wastewater Authority ("LiSWA") was formed to take ownership and operational control of the City of Lincoln Wastewater Treatment Plant ("WWTP");

WHEREAS, in accordance with the LiSWA Joint Powers Authority Agreement dated November 30, 2022 ("JPA Agreement"), the real property where the WWTP is located was to be transferred to LiSWA except for facilities for the operation of the drinking water system;

WHEREAS, time is of the essence for LiSWA to own and operate the WWTP in order to secure insurance coverage, establish debt financing ability and other such functions to effectively own and operate the WWTP and related property; and

WHEREAS, the most efficient way to meet the timing needs of LiSWA for property transfers, while also preserving the City's interests in and the operation of its drinking water system is to reserve a blanket easement for such purposes and to make a fee title transfer at a later date.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

- Purpose and Intent of Agreement.** The purpose and intent of this Agreement is to memorialize the understanding between the LiSWA and City regarding the transfer of property from the City to LiSWA.
- Term and Termination.** This Agreement shall be effective as of the Effective Date. This Agreement shall terminate when fee title for the property in which the City's drinking water system operates and exists is returned is provided back to the City.
- Transfer of Property** The City shall transfer the property as provided in the JPA Agreement while reserving a blanket easement for the operation of the drinking water

system owned by the City. The parties acknowledge the purpose of this blanket easement is to provide the City full access to its water system for maintenance, repairs and operation without the need to request an encroachment permit or other form of permission from LiSWA. After appropriate surveying is completed and legal descriptions are developed, LiSWA will transfer the land determined for that purpose in fee title to the City. The parties acknowledge time is of the essence for the completion of this return transfer.

4. General Provisions

- a. Compliance with Other Agreements. Each Party shall comply with all other agreements, if any, made by the Parties in furtherance of this Agreement.
- b. Further Assurances. Each Party shall adopt, make, execute, and deliver any and all such further resolutions, instruments, and assurances as may be reasonably necessary or appropriate to carry out the purposes and intent of this Agreement.
- c. Amendment. This Agreement may be amended only by the written agreement of the Parties.
- d. Jurisdiction and Venue. This Agreement shall be deemed to have been executed within the State of California and shall be constructed and governed by the laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in the County of Placer in the State of California.
- e. No Third Party Beneficiaries. This Agreement not intended to and shall not be construed to create any right on the part of a third party to bring an action to enforce any of its terms.
- f. Entire Agreement. This Agreement constitute the entire agreement and understanding between the Parties relative to the subject matter hereof.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties have each caused their duly authorized officers to execute this Agreement effective as of the dates appearing next to their signatures below.

COUNTY OF PLACER LINCOLN SMD-1 WASTEWATER AUTHORITY

Approved: _____ Approved as to Form: _____
By: _____ By: _____
George Barber LiSWA Counsel
General Manager
Date: _____ Date: _____

Address for notices to
[County LiSWA](#):
Lincoln-SMD1 Wastewater
Authority
City Manager's Office
600 6th Street
Lincoln, CA 95648

CITY OF LINCOLN

Approved: _____ Approved as to Form: _____
By: _____ By: _____
Sean Scully ~~Kristine Mollenkopf~~ City Counsel
City Manager ~~City Attorney~~
Date: _____ Date: _____

Address for notices:
City of Lincoln
City Manager's Office
600 6th Street
Lincoln, CA 95648

Formatted: Condensed by 0.15 pt