



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
EDDIE VALERO
District Four
DENNIS TOWNSEND
District Five

AGENDA DATE: March 26, 2019

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010				

SUBJECT: Extra-Territorial Sewer and Water Service Agreements for the Andersen Village Specific Plan, Kingsburg

REQUEST(S):
That the Board of Supervisors:

1. Approve an Extra-Territorial Sewer Service Agreement, between Selma-Kingsburg Fowler County Sanitation District, the County of Tulare, Presidio JJR Summerlin 123, LLC, a Delaware Limited Liability Company and Steven Cecil Hash and Elizabeth McNalley Shafer, Trustees of the Hash/Shafer 2016 Revocable Trust for sewer services for the Andersen Village Subdivision (47.21 acres APN's 028-140-008, 012, 013, 022) located southeast of the City of Kingsburg; and
2. Authorize the Chairman of the Board to sign the Extra-Territorial Sewer Service Agreement; and
3. Approve of Extra-Territorial Water service provided by the City of Kingsburg, and consent to the Extra-Territorial Water Service Agreement.

SUMMARY:

The County of Tulare approved the Andersen Village Specific Plan on June 26, 2018. In fulfillment of the approval and per the Memorandum of Understanding by and between the City of Kingsburg and Tulare County, the County and owners, Steve Hash and San Joaquin Valley Homes, are requesting extraterritorial water and sewer services through extraterritorial service agreement (ESA). The City of Kingsburg, as a Water Agency, and the Selma Kingsburg Fowler Fresno County (SKF), a Sanitation District, will provide these services for the lands within the Andersen Specific Plan

SUBJECT: Extra-Territorial Sewer and Water Service Agreements for the Andersen Village Specific Plan, Kingsburg

DATE: March 26, 2019

Area / Andersen Tentative Map (47.21 Acres – APN’s 028-140-008, 012, 013, and 022). SKF is anticipating approval of this project on March 14, 2019. The subdivision is to be included within these agencies service areas through Local Agency Formation Commission (LAFCO) action, under the Cortese-Knox Act, anticipated on April 3, 2019.

The Specific Plan, Tentative Map, and Environmental Impact Report have made the water and sewer services provided by the City of Kingsburg and SKF a condition of the development. The County and City have a Memorandum of Understanding to provide these services and SKF has provided a will serve letter in anticipation of providing services to this project. The County is working with the City collaboratively to establish a Community Facilities District (CFD) to finance and pay for the improvement and maintenance of this infrastructure. This approval for the SKF ESA would also be in anticipation of SKF ultimately annexing this project area into their agency’s boundaries through Fresno LAFCO, which should occur within 6 months, but outside the construction periods requested.

Because SKF requires the County’s agreement to provide service within Tulare County, SKF requires that Tulare County be signatory to the contract. While the City of Kingsburg can rely on the MOU for the County’s agreement to their Extraterritorial Services within the County. Nonetheless, the resolution acknowledges the City water service within the County.

Similarly, the Extra-Territorial Water Service Agreement (Exhibit B) between the City of Kingsburg and San Joaquin Valley Homes requires the County’s consent before water may be provided. As a result, staff requests your board both acknowledge and consent to the Extra-Territorial Water Service Agreement.

FISCAL IMPACT/FINANCING:

No Net County Cost.

All costs associated with the formation of the Extra-Territorial services are covered by the project applicant.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County’s five-year strategic plan includes a Safety and Security initiative to provide for the safety and security of the public. The formation of this assessment district helps fulfill this initiative by ensuring and maintaining adequate storm drainage systems for the safety and protection of the public.

SUBJECT: Extra-Territorial Sewer and Water Service Agreements for the Andersen Village Specific Plan, Kingsburg

DATE: March 26, 2019

ADMINISTRATIVE SIGN-OFF:



Aaron Bock, MCRP, JD, LEED AP
Assistant Director, Economic Development and Planning



Michael Washam
Associate Director



Reed Schenke, P.E.
Director

cc: County Administrative Office

- Attachment A – SKF Extra-Territorial Sewer Service Agreement
- Attachment B – City of Kingsburg Extra-Territorial Water Service Agreement
- Attachment C – Memorandum of Understanding by and between City of Kingsburg and Tulare County
- Attachment D – Resolution approving the Project and MOU

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF EXTRA-TERRITORIAL) Resolution No. _____
SEWER AND WATER SERVICE) Agreement No. _____
AGREEMENTS FOR THE ANDERSEN)
VILLAGE SPECIFIC PLAN, KINGSBURG)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE BOARD OF
SUPERVISORS, AT AN OFFICIAL MEETING HELD March 26, 2019 BY THE
FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved an Extra-Territorial Sewer Service Agreement, between Selma-Kingsburg Fowler County Sanitation District, the County of Tulare, Presidio JJR Summerlin 123, LLC, a Delaware Limited Liability Company and Steven Cecil Hash and Elizabeth McNalley Shafer, Trustees of the Hash/Shafer 2016 Revocable Trust for sewer services for the Andersen Village Subdivision (47.21 acres APN's 028-140-008, 012, 013, 022) located southeast of the City of Kingsburg; and
2. Authorized the Chairman to sign the Extra-Territorial Sewer Service Agreement; and.
3. Approved of Extra-Territorial Water service provided by the City of Kingsburg, and consented to the Extra-Territorial Water Service Agreement.

Attachment “A”

SKF Extra-Territorial Sewer Service Agreement

Recording Requested By

County of Tulare

When Recorded Mail To:

County of Tulare

Resource Management Agency

5961 South Mooney Blvd.

Visalia, CA 93277-9394

(Space Above This Line for Recorder's Use)

EXTRA-TERRITORIAL SEWER SERVICE AGREEMENT

THIS EXTRA-TERRITORIAL SEWER SERVICE AGREEMENT ("Agreement") is made and entered into this 7th day of March, 2019, by and between Selma-Kingsburg- Fowler County Sanitation District ("DISTRICT"), the County of Tulare, ("County"), Presidio JJR Summerlin 123, LLC, a Delaware Limited Liability Company ("Owner"), and Steven Cecil Hash and Elizabeth McNalley Shafer, Trustees of the Hash/Shafer 2016 Revocable Trust dated March 24, 2016 ("Owner").

RECITALS

A. Owner owns certain real property located in Tulare County, California and comprising approximately 47.21+/- acres and having an Assessor's Parcel Number 028-140-012, 013, and 022, and commonly known as Andersen Village Tract Map, Kingsburg, California and more particularly described in Exhibit "A" which is attached hereto and made a part hereof ("Owner's Property"). Located upon Owner's Property is a residential housing tract. Owner's Property is located approximately 1,200 feet from DISTRICT's limit boundary.

B. DISTRICT has entered into an agreement with Tulare County to provide municipal services for the residential tract. Owner has requested that it receive DISTRICT service to Owner's Property. DISTRICT is willing to provide sewer service to Owner's Property so long as Owner installs all infrastructure needed to provide DISTRICT sewer service to the Owner's Property and Owner agrees to install said infrastructure in accordance with the DISTRICT'S construction standards, policies, rules and regulations and the provisions of this 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:

1. **Connection to DISTRICT System.** Owners jointly and severally represent and warrant to DISTRICT and County that:

Upon Owner's full and complete performance of all of its obligations and responsibilities under this Agreement, DISTRICT agrees to provide Owner's Property with sewerage from the DISTRICT's sewer system. DISTRICT's obligation to provide Owner's Property with sewer from the DISTRICT's system is conditioned upon the County agreeing with DISTRICT and the Owner in obtaining the consent of all applicable governmental agencies including, without limitation, approval of this Agreement by Tulare LAFCo and obtaining all consents from Tulare County, including, without limitation obtaining the necessary encroachment permits from Tulare County to install a sewer pipeline and related fixtures within Tulare County Right of Way into Owner's Property.

The DISTRICT does not guarantee that the extension of the sewer line to the Owners property will yield any specific volume of sewer or provide any specific sewer pressure under static or demand scenarios. The Owner assumes full responsibility to determine the adequacy of the sewer line extension for the purposes for which it is proposed and holds harmless, defends and indemnifies the DISTRICT for any damages that occur due to insufficient sewer flow or pressure from the DISTRICT's system.

2. **Construction and Installation of Sewer Service to Owners' Property.** Owner shall, at his sole cost and expense, construct and install the sewer pipeline and related infrastructure necessary to transport sewer from the DISTRICT's municipal sewer system to Owner's Property ("New Sewer System"). Owner shall construct and install the New Sewer System only in accordance with plans and specifications approved by the DISTRICT and only in the locations identified on Exhibit "B" which is attached hereto and made a part hereof. Owner shall complete construction and installation of the improvements on or before December, 31, 2019 ("Completion Date"). Should Owner fail to complete the construction and installation of the New Sewer System on or before the Completion Date, DISTRICT shall have the right, but not the obligation, to complete the construction and installation of the New Sewer System. Should DISTRICT elect to complete the construction and installation of the New Sewer System, Owner shall reimburse DISTRICT and all fees, costs and expenses incurred by DISTRICT to complete the construction and installation of the New Sewer System within ten (10) days of the date after invoice from DISTRICT.

Owner shall recognize the City of Kingsburg DISTRICT Engineer and Kingsburg Public Works Department as authorities in regard to design and construction inspection of the sewer infrastructure and shall construct the line to the DISTRICT's satisfaction, including correcting any and all deficiencies identified by DISTRICT staff. This shall not relieve the Owner for the obligations assumed under the provision of the required County Encroachment Permit.

3. **Maintenance and Repair of New Sewer System.** Until the New System is dedicated to DISTRICT, Owner shall, at its sole cost and expense, maintain, repair and replace the New Sewer System for a period of 12 months after the improvements are deemed complete by the DISTRICT Engineer. Owner's obligation to maintain, repair and replace the New Sewer System shall include, without limitation, any maintenance, repair, replacement or modification of the New Sewer System that may be required by the DISTRICT. Should Owner fail to maintain, repair and replace the New Sewer System as required by this Paragraph 3, DISTRICT shall

have the right, but not the obligation, to maintain, repair and replace the New Sewer System. Should the DISTRICT elect to maintain, repair and replace the New Sewer System, Owner shall reimburse DISTRICT and all fees, costs and expenses incurred by DISTRICT to maintain, repair and replace the New Sewer System within ten (10) days after the date of invoice from DISTRICT.

4. **Continuing Obligations and Responsibilities of Owners.** Owner agrees to pay to DISTRICT and the County any and all fees for service supplied by DISTRICT to Owner's Property. Owner agrees to maintain his DISTRICT account with DISTRICT in a current status. Owner acknowledges and agrees that should his sewer service account with the DISTRICT become 60 days delinquent, DISTRICT shall have the right, at the DISTRICT's sole option, to discontinue sewer service to Owner's Property.

5. **Consent to Annexation.** In further consideration of the DISTRICT's agreement to provide sewer from the DISTRICT's system to Owner's Property in accordance with the provisions of this Agreement, Owner agrees: (i) not to oppose or protest, in any way, the annexation of Owner's Property to the DISTRICT and to pay Owner's share of all applicable fees and charges DISTRICT or the County may require at the time of annexation of Owner's Property to the DISTRICT; and (ii) after annexation of Owner's Property into DISTRICT upon request by the County and at no cost to the County, dedicate to the DISTRICT the entire New Sewer System and any right of way along the frontage of Owner's Property where the DISTRICT's System is located and to the extent required by the applicable City / County street plans and improvement standards existing at the time of annexation of Owner's Property into the DISTRICT.

6. **Covenants Running with the Land.** Owner acknowledges and agrees that 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. Owner's covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with Owner's Property and shall be binding on Owner and Owner's successors and assigns and all parties and persons claiming under them.

7. **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 DISTRICT, which consent shall not be unreasonably withheld. Any such consent by the DISTRICT shall not, in any way, relieve Owner of its obligations and responsibilities under this Agreement.

8. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Fresno, State of California for any proceeding arising hereunder.

The parties hereto understand and agree that Owner's Property and the covenants, agreements, promises, representations and warranties of Owner which run with the land are unique and for that reason, among others, County will be irreparably harmed in the event that this Agreement and Owner's obligations under this Agreement are not specifically enforced and damages will be an inadequate remedy to DISTRICT. Accordingly, in the event of any breach or default of any term or condition of this Agreement by Owner, DISTRICT shall have, in addition to any other remedies or claim for damages for such breach or default, and in addition to and without prejudice to any other rights or remedies available at law or in equity, the right to demand and to receive specific performance of all of Owner's obligations and responsibilities under this Agreement.

9. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

10. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

11. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

12. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

"County"

THE County of Tulare
a State of California County

By: _____
Kuyler Crocker, Chairman
Board of Supervisors

"DISTRICT"

A State of California Sanitation District

By: _____
Ben Muñoz, Jr.
General Manager

"OWNER"

Presidio JJR Summerlin 123, LLC, a Delaware
Limited Liability Company
BY: JJR Management Services, Inc., a California
Corporation
Its: Operating Manager



Joseph A. Leal, President

"OWNER"

The Hash/Shafer 2016 Revocable Trust

Steven Cecil Hash, Trustee

Elizabeth McNalley Shafer, Trustee

EXHIBIT "A"

PARCEL A

A portion of Lot 3 of the Kingsburg Colony Lots (Tulare County) recorded in Volume 5 of Maps, at Page 312, of Tulare County Records, located in the Northeast quarter of Section 26, Township 16 South, Range 22 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows;

Beginning at the Southeast corner of said Lot 3, said point also being the East quarter corner of said Section 26;

Thence North 89°22'32" West, along the South line of said Lot 3, a distance of 1324.38 feet, to the Southwest corner of said Lot 3,

Thence North 00°29'01" East, along the West line of said Lot 3, a distance of 20.00 feet, to a line parallel with and 20.00 feet North of said South line;

Thence South 89°22'32" East, along said parallel line, 208.71 feet to a line parallel with and 208.71 feet East of said West line;

Thence North 00°29'01" East, along said parallel line 208.71 feet, to a line parallel with said South line;

Thence South 89°22'32" East, along said parallel line 11.31 feet;

Thence South 44°22'32" East, 29.29 feet, to a line parallel with and 208.00 feet North of said South line;

Thence South 89°22'32" East, along said parallel line 140.27 feet;

Thence South 67°26'54" East, 74.98 feet, to a line parallel with and 180.00 feet North of said South line;

Thence South 89°22'32" East, along said parallel line 874.00 feet, to the East line of said Lot 3 and the East line of said Northeast quarter;

Thence South 00°30'13 West, along said East lines, 180.00 feet to the Point of Beginning.

PARCEL B

That portion of Lot 4, in the unincorporated areas of Fresno and Tulare Counties, State of California according to the following maps: Kingsburg Colony Lots (Fresno County), recorded May 21, 1889, in Book 4, Page 33 of Maps, in the office of the County Recorder of Fresno County; Kingsburg Colony Lots (Tulare County), recorded March 18, 1918 in Book 8, Page 33 of Maps, in the office of the County recorder of Fresno County; and Plat of Kingsburg Colony Lots (Tulare County), recorded June 7, 1889, in Book 5, Page 31 of Maps, in the County Recorder of Tulare County, lying South of a line that begins at a point in the East line of Section 26, Township 16 South, Range 22 East, Mount Diablo Base and Meridian, distant 660.40 feet Southerly of the Northeast corner of Section 26 and bears Westerly 662.25 feet, more or less, to terminate at a point in the West line of said Lot 4, distant 660.16 feet Southerly of the North line of said Section 26.

TOGETHER WITH, that portion of Lots 3 and 17 of Kingsburg Colony Lots (Fresno County), recorded May 21, 1889, in Book 4, Page 33 of Maps, in the office of the County Recorder of Fresno County; Kingsburg Colony Lots (Tulare County), recorded March 18, 1918 in Book 8, Page 33 of Maps, in the office of the County recorder of Fresno County; and Plat of Kingsburg Colony Lots (Tulare County), recorded June 7,

1889, in Book 5, Page 31 of Maps, in the County Recorder of Tulare County of the Northeast quarter of Section 26, Township 16 South, Range 22 East, Mount Diablo Base and Meridian, in the Counties of Fresno and Tulare, State of California, described as follows;

Commencing at the Southeast corner of said Lot 3, said point also being the East quarter corner of said Section 26;

Thence North $00^{\circ}30'13''$ East, along the East line of said Lot 3, a distance of 180.00 feet to a line parallel with and 180.00 feet North of the South line of said Lot 3, and the TRUE POINT OF BEGINNING;

Thence North $89^{\circ}22'32''$ West, along said parallel line 339.00 feet, to a line parallel with and 339.00 feet West of the East line of said East line;

Thence North $00^{\circ}30'13''$ East, along said parallel line, 119.95 feet;

Thence South $89^{\circ}29'47''$ East, 2.50 feet, to a line parallel with and 336.50 feet West of the East line of said East line;

Thence North $00^{\circ}30'13''$ East, along said parallel line, 174.00 feet;

Thence South $89^{\circ}29'47''$ East, 2.00 feet, to a line parallel with and 334.50 feet West of the East line of said East line;

Thence North $00^{\circ}30'13''$ East, along said parallel line, 120.00 feet;

Thence South $89^{\circ}29'47''$ East, 38.00 feet, to a line parallel with and 296.50 feet West of the East line of said East line;

Thence North $00^{\circ}30'13''$ East, along said parallel line, 174.00 feet;

Thence North $89^{\circ}29'47''$ West, 535.53 feet;

Thence North $66^{\circ}44'40''$ West, 118.70 feet;

Thence North $00^{\circ}29'01''$ East, 198.61 feet;

Thence southeasterly 21.06 feet, along a non-tangent curve, concave to the Southwest, with a radius of 300.00 feet, a central angle of $04^{\circ}01'19''$, and a beginning radial which bears North $13^{\circ}18'16''$ East;

Thence North $17^{\circ}19'35''$ East, 54.00 feet;

Thence North $00^{\circ}29'01''$ East, 80.19 feet;

Thence North $89^{\circ}30'59''$ West, 342.30 feet, to the West line of said Lot 17 of Kingsburg Colony Lots (Fresno County);

Thence North $00^{\circ}29'01''$ East, along said West line, 183.19 feet, to the Northwest corner of said Lot 17;

Thence South $89^{\circ}26'14''$ East, along the North line of said Lot 17, a distance of 1324.84 feet, to the Northeast corner of said Lot 17;

Thence South $00^{\circ}30'13''$ West, along the East line of said Lots 3 and 17, a distance of 1141.35 feet, to the TRUE POINT OF BEGINNING;

PARCEL C

A portion of Lots 3 and 17 of Kingsburg Colony Lots (Fresno County), recorded May 21, 1889, in Book 4, Page 33 of Maps, in the office of the County Recorder of Fresno County; Kingsburg Colony Lots (Tulare County), recorded March 18, 1918 in Book 8, Page 33 of Maps, in the office of the County recorder of Fresno County; and Plat of Kingsburg Colony Lots (Tulare County), recorded June 7, 1889, in Book 5, Page 31 of Maps, in the County Recorder of Tulare County of the Northeast quarter of Section 26,

Township 16 South, Range 22 East, Mount Diablo Base and Meridian, in the Counties of Fresno and Tulare, State of California, described as follows;

Commencing at the Southeast corner of said Lot 3, said point also being the East quarter corner of said Section 26;

Thence North 00°30'13" East, along the East line of said Lot 3, a distance of 180.00 feet to a line parallel with and 180.00 feet North of the South line of said Lot 3;

Thence North 89°22'32" West, along said parallel line 339.00 feet, to a line parallel with and 339.00 feet West of the East line of said East line, and the TRUE POINT OF BEGINNING;

Thence North 00°30'13" East, along said parallel line, 119.95 feet;

Thence South 89°29'47" East, 2.50 feet, to a line parallel with and 336.50 feet West of the East line of said East line;

Thence North 00°30'13" East, along said parallel line, 174.00 feet;

Thence South 89°29'47" East, 2.00 feet, to a line parallel with and 334.50 feet West of the East line of said East line;

Thence North 00°30'13" East, along said parallel line, 120.00 feet;

Thence South 89°29'47" East, 38.00 feet, to a line parallel with and 296.50 feet West of the East line of said East line;

Thence North 00°30'13" East, along said parallel line, 174.00 feet;

Thence North 89°29'47" West, 535.53 feet;

Thence North 66°44'40" West, 118.70 feet;

Thence North 00°29'01" East, 198.61 feet;

Thence southeasterly 21.06 feet, along a non-tangent curve, concave to the Southwest, with a radius of 300.00 feet, a central angle of 04°01'19", and a beginning radial which bears North 13°18'16" East;

Thence North 17°19'35" East, 54.00 feet;

Thence North 00°29'01" East, 80.19 feet;

Thence North 89°30'59" West, 342.30 feet, to the West line of said Lot 17 of Kingsburg Colony Lots (Fresno County);

Thence South 00°29'01" West, along the West line of said Lot 17 and Lot 3, a distance of 908.02 feet, to a line parallel with the South line of said Lot 3;

Thence South 89°22'32" East, along said parallel line 220.02 feet;

Thence South 44°22'32" East, 29.29 feet, to a line parallel with and 208.00 feet North of said South line;

Thence South 89°22'32" East, along said parallel line 140.27 feet;

Thence South 67°26'54" East, 74.98 feet, to a line parallel with and 180.00 feet North of said South line;

Thence South 89°22'32" East, along said parallel line 535.00 feet, to the TRUE POINT OF BEGINNING;



ACKNOWLEDGMENT

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.

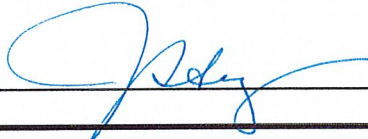
State of California
County of TULARE)

On MARCH 7, 2019 before me, J. STURGEON, NOTARY PUBLIC
(insert name and title of the officer)

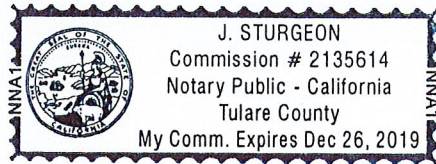
personally appeared JOSEPH A. LEAL,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 

(Seal)



Attachment “B”

City of Kingsburg Extra-Territorial Water Service Agreement

Recording Requested By

CITY OF KINGSBURG

When Recorded Mail To:

**City of Kingsburg
1401 Draper Street
Kingsburg, CA 93631**

(Space Above This Line for Recorder's Use)

EXTRA-TERRITORIAL WATER SERVICE AGREEMENT

THIS EXTRA-TERRITORIAL WATER SERVICE AGREEMENT ("Agreement") is made and entered into this ____ day of February, 2019, by and between THE CITY OF KINGSBURG, a Charter City and municipal corporation ("City"), and _____ ("Owner").

RECITALS

A. Owner owns certain real property located in Tulare County, California and comprising approximately 54+/- acres and having an Assessor's Parcel Number 028-140-007, 012, 013, 018, and 022 and commonly known as Tract Map , Kingsburg, California and more particularly described in Exhibit "A" which is attached hereto and made a part hereof ("Owner's Property"). Located upon Owner's Property is a residential housing tract. Owner's Property is located approximately 1,200 feet from City's city limit boundary.

B. City has entered into an agreement with Tulare County to provide municipal services for the residential tract. Owner has requested that it receive City water service to Owner's Property. City is willing to provide water service to Owner's Property so long as Owner installs all infrastructure needed to provide City water service to the Owner's Property and Owner agrees to install said infrastructure in accordance with the provisions of this 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:

1. **Connection to City's Municipal Water System.** Owners jointly and severally represent and warrant to City that:

Upon Owner's full and complete performance of all of Owner's obligations and responsibilities under this Agreement, City agrees to provide Owner's Property with water from the City's municipal water system. City's obligation to provide Owner's Property with water from the City's municipal water system is conditioned upon City and Owner obtaining the consent of

all applicable governmental agencies including, without limitation, approval of this Agreement by Tulare LAFCo and obtaining all consents from Tulare County including, without limitation obtaining the necessary encroachment permits from Tulare County to install a water pipeline and related fixtures within Tulare County Right of Way into Owner's Property.

The City does not guarantee that the extension of the waterline to the Owners property will yield any specific volume of water or provide any specific water pressure under static or demand scenarios. The Owner assumes full responsibility to determine the adequacy of the waterline extension for the purposes for which it is proposed and holds harmless and indemnifies the City for any damages that occur due to insufficient water flow or pressure from the City's system.

2. **Construction and Installation of Water Service to Owners' Property.** Owner shall, at his sole cost and expense, construct and install the water pipeline and related fixtures necessary to transport water from the City's municipal water system to Owner's Property ("New Water System"). Owner shall construct and install the New Water System only in accordance with plans and specifications approved by the City and only in the locations identified on Exhibit "B" which is attached hereto and made a part hereof. Owner shall complete construction and installation of the improvements on or before December, 31, 2019 ("Completion Date"). Should Owner fail to complete the construction and installation of the New Water System on or before the Completion Date, City shall have the right, but not the obligation, to complete the construction and installation of the New Water System. Should City elect to complete the construction and installation of the New Water System, Owner shall reimburse City and all fees, costs and expenses incurred by City to complete the construction and installation of the New Water System within ten (10) days of the date after invoice from City.

Owner shall recognize the Kingsburg City Engineer and Kingsburg Public Works Department as authorities in regards to design and construction inspection of the waterline and shall construct the line to the City's satisfaction, including correcting any and all deficiencies identified by City staff. This shall not relieve the Owner for the obligations assumed under the provision of the required County Encroachment Permit.

3. **Maintenance and Repair of New Water System.** Until the New Water System is dedicated to the City, Owner shall, at its sole cost and expense, maintain, repair and replace the New Water System for a period of 12 months after the improvements are deemed complete by the City Engineer. Owner's obligation to maintain, repair and replace the New Water System shall include, without limitation, any maintenance, repair, replacement or modification of the New Water System that may be required by the City. Should Owner fail to maintain, repair and replace the New Water System as required by this Paragraph 3, City shall have the right, but not the obligation, to maintain, repair and replace the New Water System. Should City elect to maintain, repair and replace the New Water System, Owner shall reimburse City and all fees, costs and expenses incurred by City to maintain, repair and replace the New Water System within ten (10) days after the date of invoice from City.

4. **Continuing Obligations and Responsibilities of Owners.** Owner agrees to pay to City any and all fees for water service supplied by City to Owner's Property. Owner

agrees to maintain his water service account with the City in a current status. Owner acknowledges and agrees that should his water service account with the City become 60 days delinquent, City shall have the right, at the City's sole option, to discontinue water service to Owner's Property.

5. **Consent to Annexation.** In further consideration of the City's agreement to provide water from the City's municipal water system to Owner's Property in accordance with the provisions of this Agreement, Owner agrees: (i) not to oppose or protest, in any way, the annexation of Owner's Property to the City and to pay Owner's share of all applicable fees and charges the City or any other governmental agency may require at the time of annexation of Owner's Property to the City; and (ii) after annexation of Owner's Property into the City upon request by the City and at no cost to the City, dedicate to the City the entire New Water System and any right of way along the frontage of Owner's Property where the New Water System is located and to the extent required by the applicable City street plans and improvement standards existing at the time of annexation of Owner's Property into the City.

6. **Covenants Running with the Land.** Owner acknowledges and agrees that 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. Owner's covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with Owner's Property and shall be binding on Owner and Owner's successors and assigns and all parties and persons claiming under them.

7. **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 the City shall not, in any way, relieve Owner of its obligations and responsibilities under this Agreement.

8. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Fresno, State of California for any proceeding arising hereunder.

The parties hereto understand and agree that Owner's Property and the covenants, agreements, promises, representations and warranties of Owner which run with the land are unique and for that reason, among others, City will be irreparably harmed in the event that this Agreement and Owner's obligations under this Agreement are not specifically enforced and damages will be an inadequate remedy to City. Accordingly, in the event of any breach or default of any term or condition of this Agreement by Owner, City shall have, in addition to any other remedies or claim for damages for such breach or default, and in addition to and without prejudice

to any other rights or remedies available at law or in equity, the right to demand and to receive specific performance of all of Owner's obligations and responsibilities under this Agreement.

9. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

10. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

11. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

12. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

"CITY"

THE CITY OF KINGSBURG,
a Charter City of the State of California

By: _____
Alexander Henderson, City Manager

"OWNER"

San Joaquin Valley Homes

STATE OF CALIFORNIA)
) ss.
COUNTY OF TULARE)

On _____, 2019, before me, _____, 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_____

(Seal)

Attachment “C”

Memorandum of Understanding by and between City of Kingsburg and
Tulare County

**Memorandum of Understanding and
Joint Planning and Development Agreement
By and Between the City of Kingsburg and the County of Tulare
Regarding the Development of the Hash Subdivision and Development Project,
and the Establishment of a Specific Plan for the Project Area**

Introduction

The City of Kingsburg ("City") and the County of Tulare ("County") identify a fifty (50) acre parcel of land at the northwest corner of Madsen/Road 16 and Kern/Avenue 396 ("Project Site") for residential development in their respective General Plans. The Project Site is within the Kingsburg Sphere of Influence and is designated for low density development on the City's Land Use Diagram and, is shown as being within the Kingsburg Urban Development Boundary ("UDB"). The Tulare County General Plan designates the Project Site as Mixed Use.

The Project Site is logically served by the same entities and in the same manner as properties in the City of Kingsburg to the extent practicable. According to the Tax Collector's/Auditor's property tax reports and LAFCo records, the Project Site is serviced by Kingsburg schools, is in the (Fresno) State Center Community College District, is in the Sphere of Influence for the Selma-Kingsburg-Fowler ("SKF") sanitation district, is in the Kingsburg Hospital District, as well as being in several other Kingsburg service areas. The City's water, police, fire and recreation facilities can logically service the project.

From a planning standpoint, the Project Site is within walking distance of Kingsburg's downtown area, and its development would provide added sales to that commercial district.

The City and County desire to establish the planning standards and zoning for the Project Site that are consistent with the City's development standards; to develop special circulation and street designs that are consistent with City standards and provide for complete streets; to establish a system of utilities that are consistent with the City's design standards, and in particular a water system master plan that is consistent with City standards, a sewer system that is consistent with SKF's design standards, and a storm drainage system that meets City and County design standards; to establish responsibilities for performing potentially overlapping governmental functions for Police, Fire and Emergency Services, Code Enforcement, Solid Waste, and Parks and Recreation; to establish basic planning and zoning design regulations for the Project site that are consistent with the City's Municipal Code, and to establish special design and development regulations consistent with those in the North Kingsburg Specific Plan a copy of which is attached hereto as Exhibit "A" and made a part hereof; to establish agreements on the establishment of infrastructure financing mechanisms, and mechanisms to provide revenues for infrastructure maintenance, and services, including such mechanisms as a tax sharing agreement and a Community Facilities District; and, to establish implementation and permit processes to ensure compliance with this agreement. The principal means to implement these agreements and regulations shall be a Specific Plan for the Project Site, adopted by the County ("Specific Plan"). The Specific Plan will establish special zoning categories and the development regulations for the Project Site. This MOU is organized in the same manner as the draft Specific Plan to allow for verification that the content of the Specific Plan implements the MOU and the intent of the parties. Where appropriate, references are made to the sections, exhibits, tables and figures in the Specific Plan that implement the statements and conditions herein.

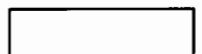
Introduction

The Specific Plan is to be based on the following objectives:

1. Zoning and lot development standards that are consistent with the Kingsburg Municipal Code, and the North Kingsburg Specific Plan. It is the intent that the Specific Plan document, when adopted by ordinance by the County, will establish standards for that portion of the Project Site in the County, which will be the same as that portion of the Project Site in the City.
2. Development of a residential area that blends with and transitions from the existing development pattern in southeast Kingsburg, to the Project Site's newer development pattern.
3. Development of a mix of residential land uses that will provide a variety of housing opportunities, including larger single family lots, standard single-family lots, and limited low-rise attached single family uses.
4. Improvement standards for roads and utilities that are consistent with the City of Kingsburg's adopted Improvement Standards. It is the intent that the Specific Plan, when adopted by ordinance by the County, will establish the same standards for that portion of the Project Site in the County areas, as the City portions of the Project Site.
5. Development of special improvement standards and regulations that will enhance the amenities for the Project Site, including bike paths, pedestrian connections, parks and other features consistent with the City of Kingsburg standards.
6. Development of an infrastructure financing and implementation mechanism that ensures that appropriate infrastructure is installed, and that capital needs for each jurisdiction are met, including the provision of needed public safety facilities.
7. Development of a fiscal framework that ensures that the City and County do not have a fiscal burden to support the Project. To achieve this, special agreements and financing mechanisms shall be established that will provide for adequate ongoing fiscal revenues to the City and the County, and that adequate provision is made for the maintenance of public infrastructure and private open space and improvements. This will require the development of a tax sharing agreement between the City and County, and establishment of infrastructure financing and maintenance mechanisms such as a Landscaping and Lighting District ("LLD") or a Community Facilities District ("CFD").
8. Design standards from the North Kingsburg Specific Plan shall be adapted for the Project site and included in the Specific Plan.

Specific Plan Goals and Objectives

The Specific Plan and other implementing actions are consistent with the policies and regulations in the Kingsburg General Plan and the Tulare County General Plan. The Project implements the following County and City General Plan policies:



City of Kingsburg

The City of Kingsburg General Plan has the following Goals and Policies to direct development in their City. As noted above, the project is within the City's urban development boundary, and the site is designated for lower density residential uses. The City General Plan Goals, as applied to this Specific Plan's Objectives above, indicate the Hash Subdivision and Development Project is in compliance with the City's General Plan. Specific goals and policies:

Policy 2 of Goal No. 4, Residential Areas: Multi-family projects shall include landscaped open space in addition to yard areas required by the zoning ordinance, to be developed for the common recreation use of tenants. Minimum facilities may be required for common recreation areas. Examples include tot lots for pre-school children, and passive recreation areas for lounging, sun bathing, barbecuing, quiet conversation and reading, including area to be shaded by trees and shade structures.

Policy 4 of Goal 4, Residential Areas: Multi-family site development and maintenance shall be in accordance with a comprehensive landscape development plan, including automatic irrigation.

General Plan Goal No. 6: Transportation/Circulation/Traffic – It is a goal of the General Plan to guide and provide for the development of an integrated system of transportation and internal circulation, and to provide access to other parts of Fresno County and the region. This goal is intended to benefit all citizens of Kingsburg.

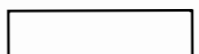
Policy 3 of Goal No. 2 states that: Residential expansion should reflect the considerable variety of housing types that comprise the residential market of the region. In addition to conventional single-family detached housing, there is a strong market for small lot detached and attached (townhouse) single-family purchase housing for entry level buyers as an alternative to multi-family rentals.

County of Tulare

The Tulare County General Plan ("TCGP") recognizes that the area outside the City to the southeast has an existing Urban Development Boundary ("UDB"), but no "Area Plan" has been adopted. The Specific Plan will establish the "Area Plan" for the Project site. The Kings River Plan ("KRP") is adjacent to the Project. The 1982 KRP will limit any potential development expansion eastward and has established natural resource, agricultural and other environmental conservation goals. Relevant County General Plan policies include the following.

PF-1.2 Location of Urban Development - The County shall ensure that urban development only takes place in the following areas:

1. Within incorporated cities and County Adopted City Urban Development Boundaries ("CACUDBs");
2. Within the UDBs of adjacent cities in other counties, unincorporated communities, planned community areas, and HDBs of hamlets;
3. Within foothill development corridors as determined by procedures set forth in Foothill Growth Management Plans;



4. Within areas set aside for urban use in the Mountain Framework Plan and the mountain sub-area plans; and
5. Within other areas suited for non-agricultural development, as determined by the procedures set forth in the in the Rural Valley Lands Plan.

PF-4.1 CACUABs for Cities - The County shall establish CACUABs which define the area where land uses are presumed to have an impact upon the adjacent incorporated city, and within which the cities' concerns may be given consideration as part of the land use review process. The lands within the UAB are the next logical area in which urban development may occur and the area within which UDBs may ultimately be expanded.

PF-4.13 City Design Standards - Where the Board of Supervisors finds that it is consistent with General Plan objectives to approve development within the UDBs of incorporated cities, the County may require the project to substantiate sufficient water supply and meet the County adopted city development standards of the city in question.

PF-4.14 Compatible Project Design - The County may ensure proposed development within CACUABs is compatible with future sewer and water systems, and circulation networks as shown in city plans.

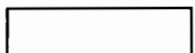
PF-4.15 Coordination with Cities on Development Proposals - The County shall ensure that urban development only take place in CACUDBs if one of the following has occurred:

1. The adjacent city does not consent to annex the property for development purposes (as evidenced through pre-zoning, development agreements, etc.); it shall be conclusively presumed that a city has not consented if it has not submitted an annexation proposal to LAFCo within six months from the date a request to annex is submitted to the city; or
2. Annexation is not possible under the provisions of State law, but it is determined by the County that development of the site does not constitute incompatible development.

PF-4.17 Cooperation with Individual Cities - The County may use the policies set forth under this goal (PF-4A) to work with individual cities to further manage development within that CACUDB or CACUAB to the extent that the financial needs of the County are met and the County's ability to provide facilities and County services used by all the residents in the County and cities is enhanced.

PF- 4.27 Impacts of Development within the County on City Facilities and County Facilities - The County may work with a city to consider the adoption, imposition and collection for payment to the City pursuant to agreement in Development Impact Fees within the CACUDB, as may be proposed by the City from time to time to offset the impacts of development in the County on city facilities. Reciprocally and under the same conditions, the city will consider the collection of Development Impact Fees within the City to offset the impacts of development within the city on County facilities.

LU-3.1 Residential Developments - The County shall encourage new major residential development to locate near existing infrastructure or employment centers, services, and recreation.



LU-3.8 Rural Residential Interface - The County shall minimize potential land use conflicts at the interface between urban development and existing developed rural-residential areas.

LU-7.10 Gateways/Entry-points - The County shall identify key entry points on the edges of the communities and support programs and projects that enhance gateways and transitional zones between communities to make each community more distinctive and inviting for residents and visitors.

LU-7.16 Water Conservation - The County shall encourage the inclusion of "extraordinary" water conservation and demand management measures for residential, commercial, and industrial indoor and outdoor water uses in all new urban development.

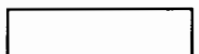
PFS-1.4 Standards of Approval - The County should not approve any development unless the following conditions are met:

1. The applicant can demonstrate all necessary infrastructure will be installed and adequately financed;
2. Infrastructure improvements are consistent with adopted County infrastructure plans and standards; and
3. Funding mechanisms are provided to maintain, operate, and upgrade the facilities throughout the life of the project.

Land Use and Zoning

Zoning for the subject properties shall be consistent with the City's R-1-7 standards for Low Density R-1-7 lots for single-family properties, and Municipal Code requirements for RM-3.0 Multifamily properties. The zoning plan for the project and the tentative subdivision map are shown on Figures 1 and 2, respectively. Single family development in the R-1-7 zone shall be consistent with the Section 17.28.050 of the Kingsburg Municipal Code (R-1-7 zone regulations). Development in the RM-3.0 portion of the project shall be consistent with Chapter 17.32 of the Kingsburg Municipal Code (RM-3.0 development regulations). Those City code sections shall be explicitly included in the final Specific Plan. Prior to the adoption of the Specific Plan by the County, an Agreement for Donation of Real Property dated April 18, 2018 ("Donation Agreement") for the donation of that portion of the Project Site identified as Phase 4 on Figure 2 and comprising of approximately 3.5 acres ("Recreation Land") must be executed by Steven Cecil Hash, Trustee of the Hash/Shafer 2016 Revocable Trust Dated March 24, 2016, Elizabeth Shafer, Trustee of the Hash/Shafer 2016 Revocable Trust Dated March 24, 2016 and the City of Kingsburg and deposited into escrow with Chicago Title Company in Kingsburg, California. A depiction of the Project Site with the Recreation Land identified is shown on Figure 3 at the Southwest corner of the Project Site.

The total buildout described in the EIR includes one hundred fifty (150) single family R-1-7 lots, and thirty-two (32) RM-3.0 units in Phases 1-3, and ten (10) single family R-1-7 lots and eight (8) RM-3.0 units in Phase 4. The buildout in Phase 4 is included per CEQA guidelines because of the zoning changes requested, but it is expected that this portion of the project would be used for additional recreational facilities under a separate agreement. The R-1-7 portions of the project will be consistent with the City's "R-1-7", 7,000 square foot lot, residential zoning standards. Consistent with City requirements, there will be a requirement that at least 20% of the R-1-7 lots be 10,000 square feet or larger. The 45.1-acre R-1-7 portion of the Project con-



tains a total of one hundred sixty (160) R-1-7 lots, with forty-four (44) of the lots ten thousand (10,000) SF or larger (27.5 percent), and one hundred sixteen (116) lots seven thousand (7,000) SF or larger. Average density for the R-1-7 portion of the Project is 3.5 dwelling units per gross acre. Average density of the various blocks and neighborhoods west of the Project between Sierra and 18th Avenue ranges from 3.1 to 3.5 units per gross acre. Only single story dwelling units shall be constructed along the west and south boundaries lines of the Project Site as identified on Exhibit "B" which is attached hereto and made a part hereof.

The RM-3.0 Multifamily zone (consistent with the County's "R-3" Multiple Family Zone standards) in the Project is intended to accommodate fourplexes, with common drives, private garages, and attached homes. This product type includes single story or low-rise buildings, with dwelling units that have amenities and sizes like smaller single-family units, but in an attached configuration. These units would be used as a landscaped "liner" along Kern Street and would avoid the need for a block wall or fencing along the frontage. All the units have yards and private entrances and alley-loaded garages. Design standards for these units are further described the Design Guidelines in Part Seven of the Specific Plan. There are forty (40) RM-3.0 units planned on 6.9 acres in the southwest portion of the project along the Kern Street frontage, which results in an average density in the zone district of 5.8 dwelling units per gross acre.

The City's standard zoning regulations for the R-1-7 and the RM-3.0 areas are to be supplemented by special development regulations in Part Seven of the Specific Plan.

Figure 1
Project Zoning Plan

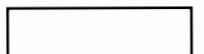
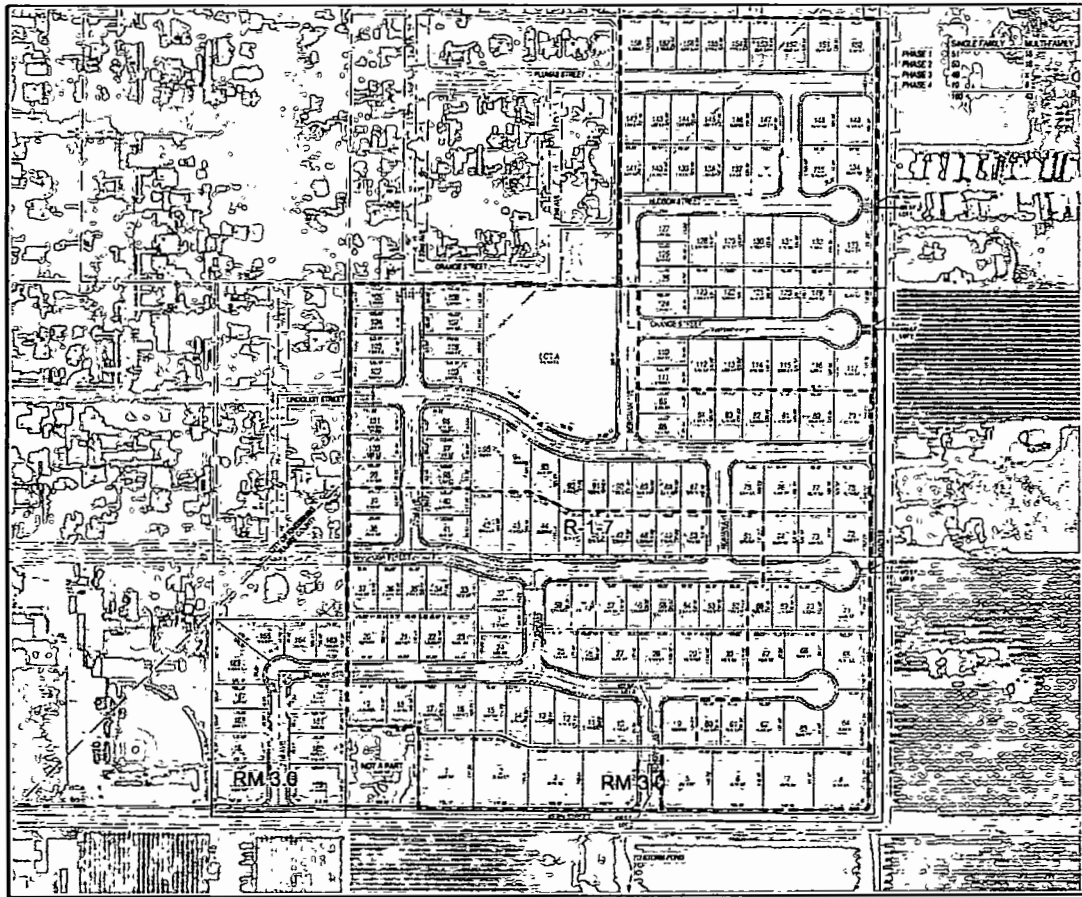
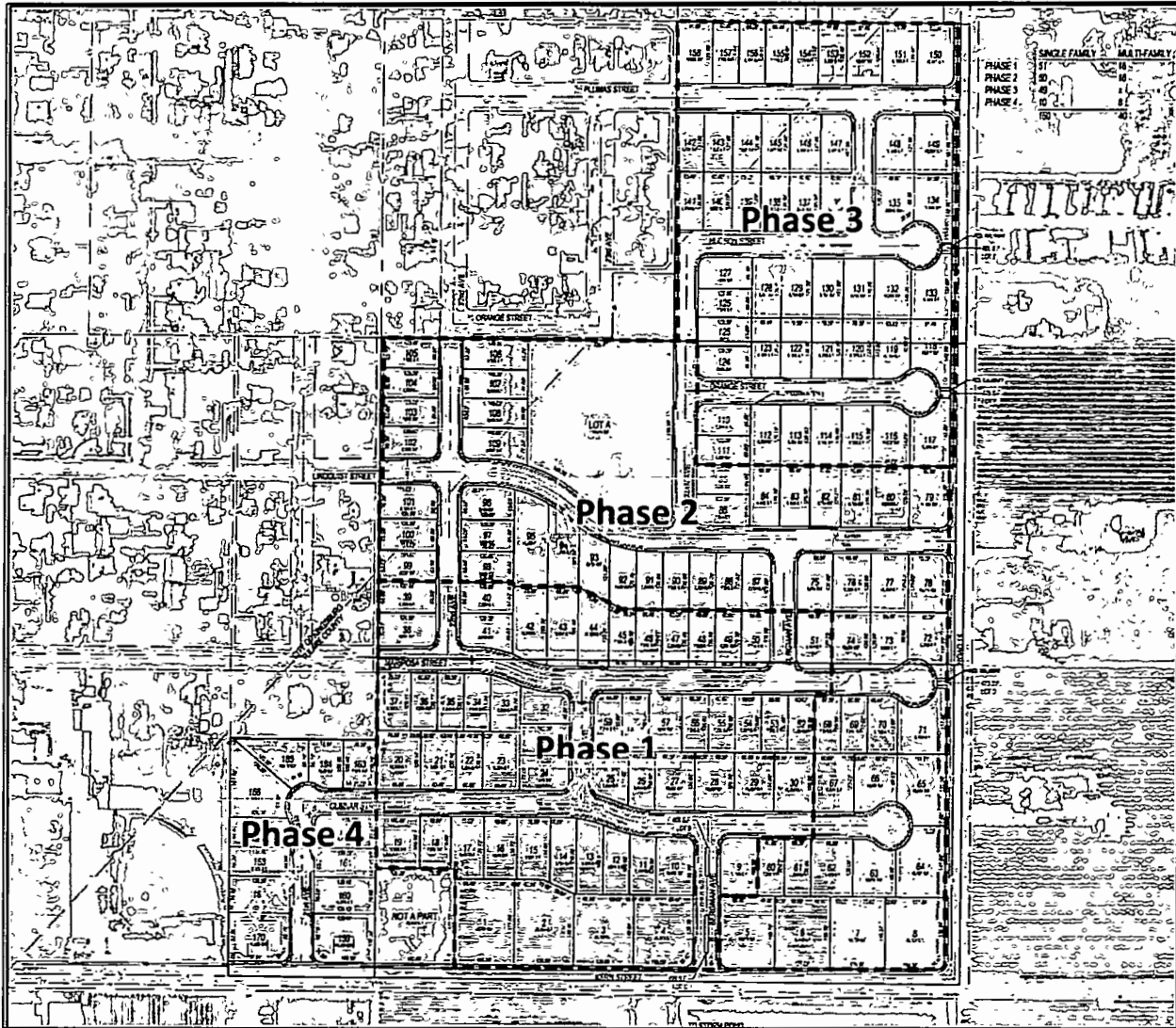
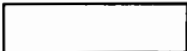


Figure 2
Vesting Tentative Map



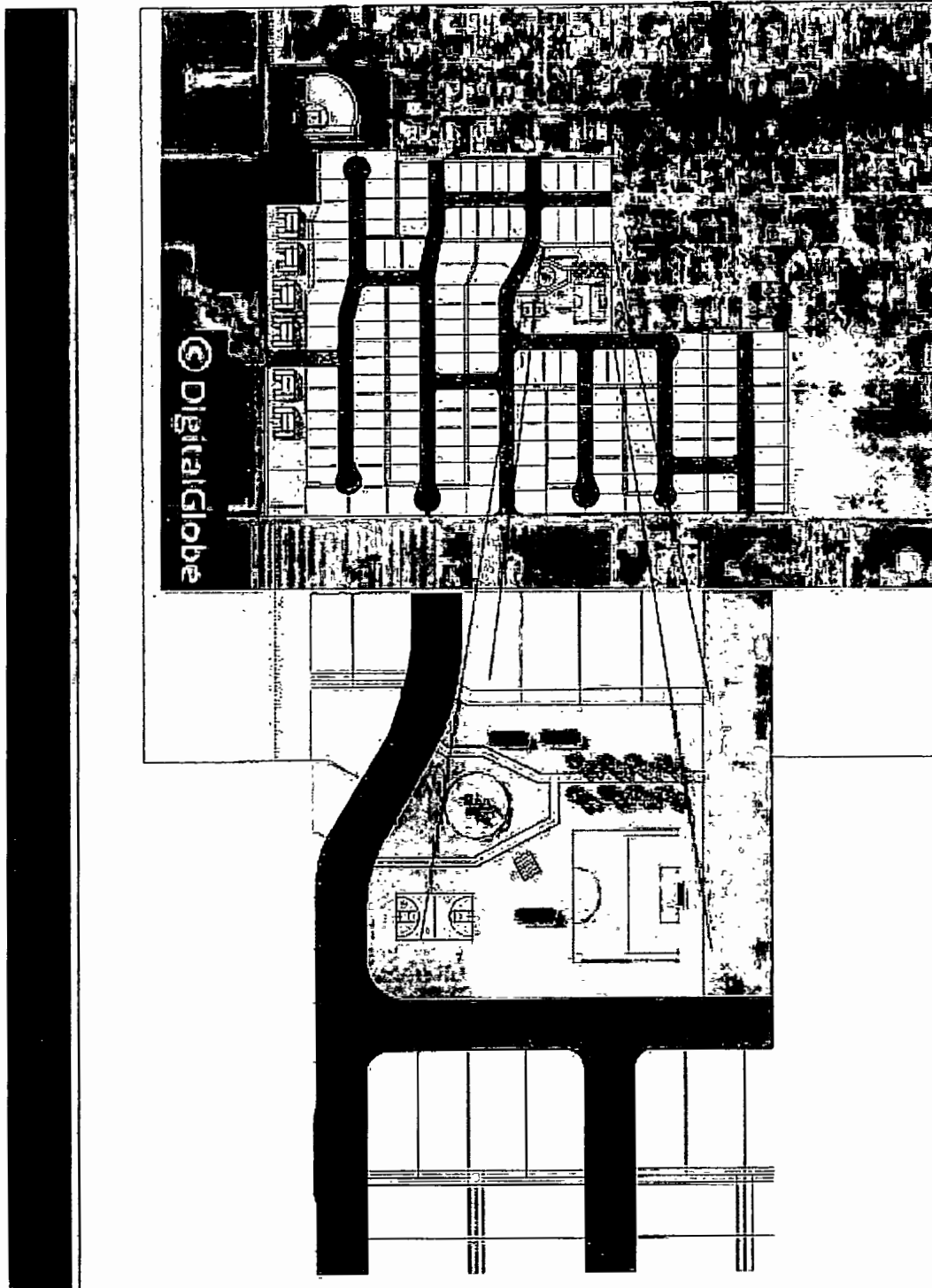
Circulation and Street Design

Street rights of way and adjacent landscaped areas and entries are the most visible and some of the most important elements of a neighborhood's character. Elements that are significant to accomplishing this intent are discussed below in greater detail, while other elements are discussed more generally to permit greater variety and flexibility. The Project will comply with City's and County's Complete Streets Program and Standards. Pedestrian paths are primarily developed as part of the roadway and trail systems of this community and reflect the interconnected nature of circulation and transportation systems as a whole. The sidewalks and pedestrian paths connect to the external city and county area to encourage active transportation modes and to establish safe routes to school. Enhanced pedestrian crossings and sidewalks are included in areas where high pedestrian demand occurs. A bike and pedestrian trail will be



completed around the perimeter of the project, and extended to the 18th Avenue/Kern and the Madsen/Sierra intersections. (See Table 4 for phasing of these and other improvements.)

**FIGURE 3
RECREATION LAND**



The Project will also include selective usage of landscaped residential street bulbouts and chokers (see Specific Plan Figure 4-14) to provide visual relief and traffic calming. Bulbouts for traffic calming are proposed at Mariposa Street/22nd Avenue, and at Lindquist/22nd Avenue.

Special street sections have been developed that are intended to provide for City standards in terms of street width and thickness, as well as the geometrics of the graded roadbed, side improvements and side slopes. Specific Plan Figures 4-4 through 4-14 shall be implemented to provide for an aesthetic treatment of the streets, priority for pedestrians and bikes, and adequate fire and emergency service access. Alleys will be utilized as shown in the tentative map.

The Project will provide for road maintenance through a tax sharing agreement and a Community Facilities District. The City will maintain all internal residential roadways, frontages, street trees, and external frontage improvements and roads. The developer is to establish a funding mechanism such as a Landscape and Lighting District or a Community Facilities District to fully fund these maintenance costs.

Utility Infrastructure

Utilities will be provided to the Project in the same manner as provided to the adjacent City areas. Subject to an extraterritorial service agreement through Tulare County LAFCo, the City of Kingsburg will provide water service to the project. Points of connection are in Madsen Road at the approximate Orange Street alignment, and to Mariposa to form a loop system. The Project is in the Selma Kingsburg Fowler Sanitation District's ("SKF") Sphere of Influence ("SOI") and the Project will be annexed to and serviced by SKF. Both SKF and the City have issued "will serve" letters subject to completion of design requirements. SKF has established design standards for the wastewater infrastructure that will apply to the Project. The County will adopt the City's Improvement Standards for the Project. Specific Plan Figures 5-1, 5-2 and 5-3 show the proposed water supply, sanitary sewer collection, and the storm drainage system, respectively, for the Project.

The Project will also pay for applicable impact fees as shown in Table 1, below.

**Table 1
Project Impact Fees**

Impact Fees	County Portion				City Portion		Total
	Single Family		Multifamily		Single Family		
	Impact Fee	Total	Impact Fee	Total	Impact Fee	Total	
Traffic and Circulation	\$ 1,517	\$ 210,898	\$ 499	\$ 19,947	\$ 1,517	\$ 31,862	\$ 262,706.67
Public Safety (Police and Fire)	\$ 2,044	\$ 284,081	\$ 1,635	\$ 65,400	\$ 2,044	\$ 42,919	\$ 392,400.00
General Government and Admin		\$ -		\$ -	\$ 2,774	\$ 58,249	\$ 58,248.75
Subdivision Parks and Recreation		\$ -		\$ -		\$ -	\$ -
Water	\$ 1,776	\$ 246,864	\$ 817	\$ 32,680	\$ 1,454	\$ 30,534	\$ 310,078.00
Storm Drainage		\$ -				\$ -	\$ -
	\$ 5,337	\$ 741,843	\$ 2,951	\$ 118,027	\$ 7,789	\$ 163,564	\$ 1,023,433

General Services

Many of the services and facilities will be provided directly by the Project itself through an assessment district or a Community Facilities District. The County will continue to be responsible for all building, planning, health and human services, and other municipal services (other



than those described below). There are several key facilities and services that the City of Kingsburg may provide including the following: 1) police; 2) fire; 3) general government and code enforcement; and, 4) water supply. Each of these is described below. Storm drainage will be provided onsite and maintained by the assessment district and no City or County fees will be necessary to construct or maintain these facilities.

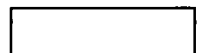
Police. The Tulare County Sheriff will continue to service the site, but in all practicality in a back-up capacity, with City police forces are assumed to be the first responders. The impact of the project is estimated to 0.75 full time equivalent police personnel. The project will provide its share of funding for City police services from a property tax sharing agreement with Tulare County and special assessments as part of the Community Facilities District. The Project proposes to pay the City's Police Facility Impact fee as shown in Table 1.

Fire. Tulare County will continue to service the site, but in a back-up capacity, with City Ambulance/Fire assumed to be the first responders. The City estimates that approximately 0.75 FTE will be needed to service the project. The project will provide this through a combination of fifty-five percent (55%) of the incremental property taxes from the County General portion of Tulare County property taxes, eighty-five percent (85%) of the incremental property taxes from the Tulare County Fire Fund, and special assessments as part of the Community Facilities District. The Project proposes to pay the City of Kingsburg's Fire Facility Impact fee as shown in Table 1.

City Hall and General Government. The City and the County have agreed that to the greatest extent practicable and legal, the City should provide, and be adequately compensated for, normal general government functions such as code enforcement, complaint management, and other such functions. The City estimates that it will take approximately 0.125 FTE to provide the services to be performed by the City in lieu of the County.

Solid Waste Collection. Solid waste management services are provided to the community under a franchise agreement between the City and a private waste management company. Such franchise service is expected to continue over the period of buildout of residential, development within the Project Site. Currently Mid Valley Disposal is the Private Waste Management Company for the City of Kingsburg, and the agreement would have to be updated to include the areas in the County. Penas' solid waste provides waste collection and hauling services in the Tulare County portion of the project. The County and the City have agreed to encourage the separate contractors to explore equitable ways to have one contractor services the area.

Parks and Recreation. The project will provide parks and open space at a level that meets or exceeds the County's and City's standards. These facilities will be maintained through a Community Facilities District. The project and the adjacent neighborhood will be served by a 2.5-acre neighborhood park located at Lindquist, Orange and 23rd Street. According to the City of Kingsburg General Plan (1990), neighborhood parks are to be provided at an overall standard of 2.7acres/1,000 population. According to this standard, the project creates a need for 1.5 acres of developed parkland. The project would provide an additional acre of park land, which would serve a population of three hundred seventy-five (375) persons outside of the Project boundaries. The park's location should facilitate access by existing residents of the neighborhood as well as Project residents. The park will include a "splash pad", practice soccer field or open sports fields, basketball courts, shade structures, a central tot lot with play structure, picnic tables and shelters and other features, as illustrated in Figure 6-1 of the Specific Plan. Parking for the park will be provided through twenty-five (25) on-street parking spaces around the perimeter of the park. Final design of the park would be determined as part of the Phase 2 subdi-



vision improvement plans. Funding for maintenance of the parks would come from the Community Facilities District.

Development Standards and Design Guidelines

Part Seven of the Specific Plan establishes special residential design standards similar to those in the North Kingsburg Specific Plan. These standards will be applied to the Vesting Tentative Map that is to be built out in 4 phases over the next three (3) to five (5) years. These development standards are based on the City and County zoning and development codes. In addition to the development standards in the Kingsburg Municipal Code that will apply to the project (Chapter 17.28-R for the R-1-7 portion, and Chapter 17.32 for the RM 3.0 portion), the Specific Plan sets special development and design guidelines for the project area.

Financing and Implementation

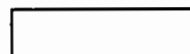
The Specific Plan will ensure conformance with City development standards and adequate financing for City operations, County operations and maintenance of infrastructure. The Specific Plan will be adopted by ordinance and will contain the following regulations; 1) Kingsburg's Public Improvements Engineering Standards; 2) Design and Development Standards comparable to the North Kingsburg Specific Plan as contained in Part Seven; 3) applicable portions of the Title 8 of the Kingsburg Municipal Code related to trash and rubbish, nuisances, weed and rubbish abatement; and, 4) Title 6 of the Kingsburg Municipal Code relating to the keeping of animals.

In addition, the Specific Plan provides a framework for the financial and administrative mechanisms necessary to implement the project, including a Tax Sharing Agreement, Memorandum of Understanding on the role of the City and the County in providing the various public services, and formation of a Community Facilities District, or similar mechanism to fund maintenance and services.

To implement and finance the Specific Plan, special financial mechanisms will be established to ensure that services and maintenance are adequately provided. Since the bulk of the Project is to remain in Tulare County, with services provided by the City of Kingsburg, special revenue generation and tax sharing mechanism shall be adopted to effectively provide these services. The two principal sources of financing include a property tax sharing agreement between the Tulare County and the City of Kingsburg, and a Community Facilities District to be formed over the entire project, with revenues collected by the County and transferred to the City for services and maintenance expenses described herein.

Tulare County Property Tax Sharing

The proposed financing plan requires some property tax sharing from Tulare County. This tax sharing proposal has been crafted after the "Master Tax Agreement" in Tulare County that currently guides annexations in Tulare County and its cities for tax sharing upon annexation. That agreement calls for the County to retain all of its existing revenues from the site (the "Base"), and to share in the increased property tax revenues resulting from development after annexation ("Increment"). Certain City services such as special property tax assessments for fire, police and roads are not allocated any Increment under the Master Tax Agreement if the annexing entity provides those services. The County will pay the City fifty-five percent (55%) of the County General property tax allocation for increment in the Project area, and approximately eighty-five percent (85%) of the increment allocated to the Fire Fund from the project. Under this



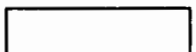
arrangement, Seventy-Nine Thousand Four Hundred Dollars (\$79,400.00) (first year of full buildout) of Phase 1 of incremental property taxes generated by the Project in Tulare County would be paid to the City of Kingsburg, with annual increases based on the annual increases in assessed valuation and as each phase of the Project is completed.

The tax sharing proposal by the County is based on the following assumptions:

1. Approximately eighty-five percent (85%) of the incremental property taxes to the Tulare County Fire Fund would be re-allocated to the City of Kingsburg to cover the estimated Kingsburg General Fund portion of the Fire/Ambulance operating costs. This would recognize that the City would be the closest responder and the County station would provide backup. It also recognizes that over seventy-five percent (75%) of the emergency services calls for service are medical related and the City's response time can best service this need. The actual amount of the shift in the Fire Fund could be based on a fixed amount each year per call for service, or based on the actual number of calls for service for the City and the County, similar to the agreement between the City of Exeter and the County of Tulare.
2. Fifty-five percent (55%) of the post-education revenue augmentation funds (ERAF) adjusted Tulare General County property tax increment would be allocated to the City of Kingsburg. This amount would recognize the reduced burden on the Tulare County Sheriff under the proposed service arrangement.
3. The County would retain all other intergovernmental allocations related to the Project Site based on population, road miles, etc. such as gas tax, VLF and others. Kingsburg would retain the sales taxes occurring in the City and all other intergovernmental allocations related to the City based upon population, road miles, etc. such as gas tax, VLF and others.

Community Facilities District

The ability of tax sharing to address all fiscal needs is limited since the County needs to retain adequate revenues to support its own services and obligations. The Project includes facilities that need to be maintained that are above and beyond the capacity of either the City or the County to address. Cities and counties routinely include special assessments to maintain streets, landscaping, parks, and to provide additional fiscal revenues where there is a need for "fiscal mitigation". Cities and counties have used landscaping and lighting districts to maintain subdivision improvements, and used Community Facilities Districts under the Mello Roos Act to fund maintenance where there is also a need to provide additional funding for services. Since there is a potential need to augment property taxes from Tulare County to make the City "whole" for the anticipated services, a Community Facilities District is the appropriate tool. Other assessment districts may maintain improvements but a CFD may also levy a special tax for services as well. The CFD would be established by the County but administered by the City, with annual pass-through to the City based on the special taxes levied. Table 2 shows the proposed CFD budget and allocations. Table 3 shows the overall financing plan and the CFD capital, maintenance and city pass through assessments. Under this plan an assessment would be established for maintenance of all project streets and landscaping improvements (in the City and in the County), and establish a service reimbursement to the City for Police and Fire services, provide for reimbursement of capital expenses, and provide for administration, contingency and reserves. Total proposed CFD revenues to the City for fire services, police services, and the maintenance of subdivision improvements would total Two Hundred Fifty-Two Thousand Five



Hundred Fifty-Five Dollars (\$252,555.00) per year in the initial years of development, with annual increases based on the increase in costs, and to be specified in the Rate and Method Plan to be adopted by as part of the CFD proceedings.

**Table 2
CFD Maintenance Budget and Allocation**

CFD Maintenance			
	County Portion	City Portion	Total
Subdivision Maintenance			Paid to the City
Public Streets	\$ 33,264	\$ 4,356	\$ 37,620
Street Lighting	\$ 6,653	\$ 871	\$ 7,524
Parks and Landscaping (onsite)	\$ 53,112	\$ 6,955	\$ 60,067
Storm Drainage (onsite)	\$ 8,842	\$ 1,158	\$ 10,000
Capital/Debt Service/Reserve	\$ -	\$ -	\$ -
Fire Services	\$ 22,756		\$ 22,756
Police	\$ 69,804		\$ 69,804
City Hall and General Government			\$ -
CFD Administration	\$ 19,443	\$ 1,334	\$ 20,777
CFD Contingency and Reserve @ 10%	\$ 10,187	\$ 1,334	\$ 11,521
General Contingency	\$ 12,219	\$ 267	\$ 12,486
Total	\$ 236,280	\$ 16,275	\$ 252,555
Per Year/Unit	\$ 1,305.42	\$ 775.01	\$ 1,329
Per Month/Unit	\$ 108.78	\$ 64.58	\$ 110.77
Supplemental Tax Rate	0.456%	0.228%	0.428%

**Table 3
City Revenue for Services and Expenses**

City Financials Revenue For Services and Expenses						
	Annual Cost	Revenue			Total City Revenue³	Net Revenue
		CFD	Other	Tulare County Tax Sharing¹		
Fire Services	\$ 48,913	\$ 22,756		\$ 26,157	\$ 48,913	\$ -
Police	\$ 93,750	\$ 69,804		\$ 23,946	\$ 93,750	\$ -
General Government and Support	\$ 29,167	\$ -		\$ 29,167	\$ 29,167	\$ -
CFD Direct Maintenance and Expense						
Subdivision Maintenance						
Public Streets	\$ 37,620	\$ 37,620			\$ 37,620	\$ -
Street Lighting	\$ 7,524	\$ 7,524			\$ 7,524	\$ -
Parks and Landscaping (onsite)	\$ 60,067	\$ 60,067			\$ 60,067	\$ -
Storm Drainage (onsite)	\$ 10,000	\$ 10,000			\$ 10,000	\$ -
Capital/Debt Service	\$ -					
CFD Administration	\$ 20,777	\$ 20,777			\$ 20,777	\$ -
CFD Contingency and Reserve @ 10%	\$ 11,521	\$ 11,521			\$ 11,521	\$ -
General Contingency	\$ 12,486	\$ 12,486			\$ 12,486	\$ -
Water Fund Net Revenue ²	\$ 52,133				\$ 84,839	\$ 32,706
City Property Taxes			\$ 10,286		\$ 10,286	\$ 10,286
Other City Revenue (sales tax, VLF, etc)			\$ 62,074		\$ 62,074	\$ 62,074
Total	\$ 383,958	\$ 252,555	\$ 72,360	\$ 79,270	\$ 489,024	\$ 105,066

With the CFD reimbursements, property tax shifts, and the indirect revenues from sales taxes, direct revenues from water operations and fees, and revenues from properties in the City, the total direct and indirect revenues to the City would be Four Hundred Eighty-Nine Thousand



Twenty-Four Dollars (\$489,024.00) per year, compared to the current property tax allocations of One Hundred Twenty-Six Dollars (\$126.00) per year. Total annual County revenue from full buildout of the Project is estimated to be Two Hundred Four Thousand Three Hundred Dollars (\$204,300.00) for County General, Fire and Library property tax sources, plus other County fiscal revenues from VLF, sales taxes, franchise fees, real property transfer tax gas tax, and other sources. Current County property tax revenue from the County portion of the project is One Thousand Nine Hundred Fifty Dollars (\$1,950.00) per year as shown in Table 8-2 (General County, Library and Fire Fund property taxes on Eight Hundred Thirty-Two Thousand Eight Hundred Dollars (\$832,800.00) base year assessed valuation). Based on these projections, both the City and County are projected to have a positive fiscal condition after buildout of the Project.

Enforcement and Implementation

The success of the Project will depend on continuing cooperation and understanding by and between the City and County during and after the buildout of the Project. There should be continuing communication between the two agencies to ensure that development regulations are implemented in City and County portions of the Project area, and that the responsibilities for providing governmental services is clear. The Specific Plan sets out the following requirements and protocols for Project development and administration.

Annexation/Service Agreements

Portions of the Project that are in Tulare County are in SKF's Sphere of Influence but are not in the district. On October 12th, 2017, the SKF Board of Directors provided authorization to issue a "will serve" letter for the Project to permit its annexation to the District. This will be through annexation proceedings through the Tulare County LAFCo. Annexation of the Tulare County portion of the Project to SKF will be during Phase 1 of the Project. The portions of the Project in Fresno County are already in SKF's district. The portion of the Project that is within Fresno County but not yet within the City limits at the time this Specific Plan is adopted will be annexed as part of Phase 3 of the Project by Fresno County LAFCo.

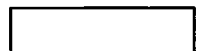
Zoning

This Specific Plan establishes the zoning and land development standards for the Project. Once adopted the Tulare County Board of Supervisors by Ordinance, the development regulations contained herein will supplant those in the Tulare County Zoning Ordinance.

Subdivisions

The precise location of streets and utilities and the precise boundaries of development sites will be determined as final subdivision maps are approved. The Project is proposed in four phases and each will involve a final subdivision map. A Vesting Tentative Subdivision map will be processed concurrently with this Specific Plan and the other related entitlements. The City of Kingsburg will process and approve a Vesting Tentative Map for the portion of the Project in Fresno County, and after the County's certification of the EIR for the Project. A Subdivision Agreement will be processed with each Final Map, and bonds will be provided to ensure faithful completion of the subdivision improvements.

Architectural and Design Review



To ensure consistency with the provisions of this Specific Plan, building permits and housing master plans will be subject to administrative review and approval. The Tulare County Resource Management Agency ("RMA") Director, or a designee, shall be responsible for ensuring compliance with the design regulations. To ensure concurrence by the City of Kingsburg, house master plans or "stock" plans shall be referred to the City for review and approval prior to approval by the County, and the County shall require revisions where necessary and appropriate to ensure compliance with the provisions of the Specific Plan and the City of Kingsburg requirements and conditions.

Building Permits

The County shall be responsible for plan-check, inspection, and occupancy release in the County portion of the Project and the City will be responsible for plan-check, inspection, and occupancy release in the City portion of the Project, unless the City and County establish an agreement otherwise.

Public Facilities Financing

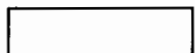
Part Eight of the Specific Plan summarizes the required financing mechanisms for the infrastructure improvements and services that will be required to serve the Project. The County shall require that City impact fees identified in Table 1 are paid prior to issuance of building permits.

Development within the Project area will be supported by public facilities located in the area, and by the extended systems that exist or will be developed. Facilities such as local streets and utility lines will be installed by Project developer(s) of the area and dedicated to the City or County as applicable.

Interpretations, Adjustments and Amendments

Implementation of the Specific Plan is expected to occur over several years. During that time, questions may arise which the Specific Plan does not completely answer. Also, there may be desires to develop some features differently from original proposals described in the Specific Plan. The Specific Plan should provide for specific processes and authorized agents to provide Specific Plan Interpretations, Adjustments, Minor Amendments and Major Amendments is described below.

Interpretations are judgments that apply the stated intent of this Specific Plan to specific situations. Interpretations generally are limited to details where the features of the Specific Plan may appear to provide different guidance from each other, or from other adopted City or County policies or the requirements of other agencies. Interpretations may be needed when considering a discretionary development application, such as a subdivision map, or a ministerial application, such as a building permit. The person or body with approval authority for the application makes the interpretation. In the case of ministerial development applications, this is the Tulare County RMA Director for the County for the portions of the Project located in the County, and the City Manager of the City of Kingsburg for portions of the Project located in the City. In making any such an interpretation, the applicable approving authority shall consult with any other affected City/County departments, and with the other approving authority (that is, the Tulare County RMA Director and the City Manager).



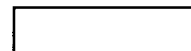
Adjustments are minor changes to precise features of the Specific Plan, where the resulting difference in development type or capacity is not significant and the change is clearly consistent with the intent of the Specific Plan. This may involve precise zoning boundaries to conform with legal property boundaries, street locations (although not including adjustments of street locations more than half a street width), the adjustment of utilities that are in substantial conformance with the utility master plan, or a modification of a lot or site development dimensional requirement (yard setback, height, etc.) of no more than ten percent (10%) of the required dimension. Minimum lot area (including minimum number or percentage of ten thousand (10,000) square foot lots in the R-1-7 zone) may be permitted as an adjustment, but only with the concurrence of the City approving authority. An adjustment may also include a reduction in the number of total lots by no more than ten percent (10%), or an increase in the number of lots by no more than five percent (5%). The RMA Director, or designee, shall be authorized to make such adjustments for the portions of the Project in the County, and the City Manager may make such adjustments for the portion of the Project in the City. In making any such adjustments, the applicable approving authority shall consult with any other affected City/County departments, and with the other approving authority (that is, the Tulare County RMA Director, or designee, and the City Manager) to ensure consistency.

Amendments are changes to features of the Specific Plan involving differences in development type or capacity (including public facilities). Amendments usually involve a question of consistency with the original intent of the Specific Plan, or with the General Plan. Amendments shall include any change that is not an interpretation or an adjustment. **Minor Amendments** and **Major Amendments** may be permitted to the Specific Plan. **Minor Amendments** shall include an increase in the number of total lots by more than five percent (5%) or a reduction in the number of total lots by not more than ten percent (10%). Minor amendments shall also include a change in the configuration but not location of the Project areas various zoning areas (R-1-7 and RM-3.0), if there is no change in the total number of lots. All Minor Amendments shall be approved by the Planning Commission for the City or County, as applicable. All other amendments shall be **Major Amendments** and shall require the approval by the Board of Supervisors and the City of Kingsburg City Council, and the Tulare County Planning Commission.

All actions to implement the Specific Plan (excluding financing mechanisms) are subject to environmental review, and an EIR has been prepared for the Project as described in Part Nine of the Specific Plan. For project and implementing actions that are consistent with the Specific Plan, for Adjustments, Interpretations and Minor Amendments, the environmental determination is expected to be that the project is "categorically exempt" due to its type or size, or that further environmental review is not needed because the Environmental Impact Report for the Specific Plan has adequately addressed all environmental issues. Further environmental review may be required for Major Amendments to the Specific Plan only if, (a) a previously unknown environmental resource or hazard is discovered on the site, or (b) local conditions have changed substantially since the certification of the Environmental Impact Report. In such cases the Lead Agency may prepare an Addendum or Supplement to the EIR, as appropriate, or a subsequent comprehensive or focused EIR.

Phasing

Development is expected to start in 2018 and to be completed within three (3) to five (5) years thereafter. The sequencing of development shall be in conformance with the phasing indicated on Figure 2. Key features and improvements, and their phasing is described in Table 4 below. Unless specified otherwise in Table 4, all other improvements will be installed that are within the applicable phase boundary.

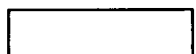


Conditioned Approval

The County has requested the City approve this MOU and consent to the Specific Plan (collectively "Initial Approval and Consent") before the approval of this MOU and adoption of the Specific Plan by the Tulare County Planning Commission and Tulare County Board of Supervisors. The Initial Approval and Consent is provided by the City on the condition that neither the County, the Tulare County Planning Commission, the Tulare County Board of Supervisors nor any other person, entity or agency (singularly "Tulare Party" and collectively "Tulare Parties") change, modify or revise (collectively "Revision") this MOU or the Specific Plan after the date of the Initial Approval and Consent. Should a Tulare Party propose any Revision to this MOU or the Specific Plan after the date of the Initial Approval and Consent, the proposed Revision shall be provided to the City of Kingsburg. Should the City approve the Revision, this MOU or the Specific Plan may be revised accordingly. Should the City object to the Revision, the Revision shall not be made to this MOU or the Specific Plan. Should the Tulare Parties elect to make the Revision to the MOU or the Specific Plan over the objection of the City, the Initial Approval and Consent and this MOU shall automatically become null and void and of no further force or effect. Also, should the Recreation Land not be donated to the City in accordance with the provisions of the Donation Agreement, this MOU shall automatically become null and void and of no further force or effect.

**Table 4
Infrastructure and Improvement Phasing**

Improvement	Phase			
	1	2	3	4
<u>Sewer</u>				
Connection to SKF Trunk Line	●			
Annexation to SKF District	●			
<u>Water</u>				
Connection to City Water Main in Madsen	●			
Connection to City Water Main in Mariposa	●			
Connection to City Water Main in 22 nd Avenue		●		
<u>Storm Drainage</u>				
Pond South of Kern (Initial 7.75 acre-feet of Capacity)	●			
Added 3.0 acre-feet of Pond Capacity		●		
Added 0.8 acre-feet of Pond Capacity				●
21 st Avenue and Kern Street Storm Drains				●
Bergman/Gunnar/23 rd Avenue 30" Trunk Line to Pond	●			
<u>Streets and Ped Improvement</u>				
Sidewalk/Ped and Bike Path Connections to 18 th /Kern	●			
Sidewalk/Ped and Bike Path Connection to Sierra/Madsen			●	
Kern Street Ped/Bike Trail	●			
Madsen Ped/Bike Trail South of Lindquist		●		
Madsen Ped/Bike Trail North of Lindquist			●	
<u>Neighborhood Park</u>				
CID Ditch Undergrounding				
South of Lindquist		●		
North of Lindquist			●	



The CITY and COUNTY, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 6/6/2018

CITY OF KINGSBURG
a Charter City
By [Signature]
ALEXANDER J. HENDERSON
City Manager

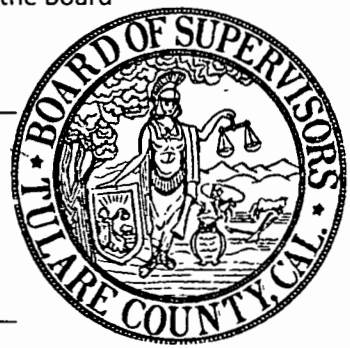
Date: 6/20/2018

COUNTY OF TULARE
By [Signature]
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

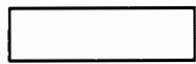
Date: 6/20/2018

By [Signature]
Deputy Clerk



Date: June 13, 2018

Approved as to Form
County Counsel
By [Signature]
Deputy
Matter # 2018815



Attachment “D”

Resolution approving the Project and MOU

3. Adopted the Planning Commission's recommendation to approve the EIR under CEQA Guideline Section 15094 as set forth in Planning Commission Resolution 9464. Determined that there is no substantial evidence that said Specific Plan, Zone Change Amendment, Tentative Subdivision Map and CFD will have a significant effect on the environment with mitigation; and the Final EIR reflects the independent judgment of the County and has been completed in compliance with the California Environmental Quality Act of 1970 pursuant to 14 California Code Regulations; and
4. Directed the Environmental Assessment Officer, or designee, of the Tulare Resource Management Agency to file a Notice of Determination with the Tulare County Clerk; and
5. Adopted the Planning Commission's recommendations and findings of approval for the Final EIR, Specific Plan No. SPA 16-001, Change of Zone No. PZC 16-004, Vesting Tentative Subdivision Map No. TSM 16-002, and Community Facilities District, the "Andersen Village (Hash Farms) Project", as set forth in the Planning Commission Resolutions 9464 through 9468; and
6. Authorized the Chairman to execute the Memorandum of Understanding between the City of Kingsburg and County of Tulare attached hereto as Exhibit "A" and to be included in Appendix A of Specific Plan No. SPA 16-001; and
7. Waived the final reading and adopted the amendment to Ordinance No. 352, the Tulare County Zoning Ordinance; and
8. Directed the Clerk of the Board to publish the adopted Ordinance and Amended Zoning Map.

RMA

HAR
06/26/2018