

**MEMORANDUM OF UNDERSTANDING FOR THE  
COMPLETION OF WATER SYSTEM IMPROVEMENTS  
AND TRANSFER OF WATER SYSTEMS BETWEEN THE COUNTY OF  
TULARE AND THE YETTEM-SEVILLE COMMUNITY SERVICES DISTRICT**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into between the County of Tulare (“County”) and the Yettem-Seville Community Services District (“CSD”) for the cooperative partnership of the County and CSD towards the completion of the Yettem & Seville Water System Improvement Project (the “Project”) including the submission and execution of a grant for the construction of the remaining phase of the Project and for the transfer of assets, revenues, and responsibilities from the County to the CSD for the operations and maintenance of the water systems in the communities of Yettem and Seville in Tulare County, California.

**WHEREAS**, the County is committed to improving the community water systems and maintaining safe, clean, affordable and accessible drinking water supply to the residents of County; and

**WHEREAS**, the County owns and operates a community water system in the Community of Yettem (the “Yettem Water System”) as a Zone of Benefit in County Service Area #1, formed under the County Service Area Law, Government Code Section 25210 et seq.; and

**WHEREAS**, the County operates a water system in the Community of Seville (the “Seville Water System”) (the Yettem Water System and Seville Water System shall collectively be referred to as the “Water Systems”) under a court order, “Order Granting Petition for Order Further Extending Appointment of Tulare County as Receiver of Seville Water Company” (the “Receivership Order”), issued by the Superior Court of the State of California, County of Tulare, a copy of which is attached hereto as Attachment A, extending County’s appointment as the receiver for the Seville Water Company through June 30, 2021 as may be extended; and

**WHEREAS**, the Receivership Order allows *inter alia* the County to apply and receive state and/or federal grants to upgrade, improve, or replace the Seville Water System; and

**WHEREAS**, the County is the lead agency on the Project, which was undertaken to improve the water systems and infrastructure in the communities of Yettem and Seville; and

**WHEREAS**, the Project was split into two construction phases and a governance component; and

**WHEREAS**, Phase 1 of the Project is to construct a replacement water distribution system, a storage tank, water meters, and appurtenances in the community of Seville; and

**WHEREAS**, the County entered into Construction Grant Agreement No. D17-02094 to fund the construction of Phase 1 (the “Phase 1 Grant Agreement”), a copy of which is attached hereto as Attachment B, with the State Water Resources Control Board (“Water Board”); and

**WHEREAS**, Phase 1 of the Project is currently under construction or was completed by the County’s duly selected contractor, Brough Construction, Inc., pursuant to Tulare County Agreement No. 28656; and

**WHEREAS**, Phase 2 of the Project is to construct a new well, lay an interconnection pipeline between the water systems in Yetem and Seville, and install water meters in the community of Yetem; and

**WHEREAS**, the design of Phase 2 has been substantially completed by Provost and Pritchard Consulting Group; and

**WHEREAS**, the County and CSD desire to obtain grant funding for the construction of Phase 2 of the Project (the “Phase 2 Construction”); and

**WHEREAS**, the County has begun a grant application with the Water Board as authorized by Resolution 2019-0992 from the Tulare County Board of Supervisors (the “Phase 2 Grant Application”); and

**WHEREAS**, the Water Board is requiring the County and CSD to enter into an agreement towards the completion of Phase 2 before a grant will be awarded; and

**WHEREAS**, the County, as part of the governance component of the Project, submitted an application to Tulare County Local Area Formation Commission (“LAFCo”) to create a single Community Services District under the Community Services District Law, Government Code Section 61000 encompassing the communities of Yetem and Seville through Resolution 2018-0208 from the Tulare County Board of Supervisors; and

**WHEREAS**, LAFCo adopted an order through LAFCo Resolution No. 18-005 on May 2, 2018 in Case 1535 to approve the formation of the CSD subject to various terms and conditions within the order (“Case 1535 Order”); and

**WHEREAS**, voters within the CSD’s proposed boundaries voted to approve Measure Y – Yetem-Seville Community Services District Formation on November 6, 2018, which confirmed the formation of the CSD under the Case 1535 Order; and

**WHEREAS**, LAFCo filed a Certificate of Completion for Case 1535 with the Tulare County Recorder on or about January 10, 2019, a copy of which is attached hereto as Attachment C, including the terms and conditions therefore and establishing the boundaries for thereof; and

**WHEREAS**, the County and CSD must enter into an agreement subject to review and approval by LAFCo for the transfer of assets between the County and the CSD to complete certain terms and conditions under the Case 1535 Order; and

**WHEREAS**, the County owns certain real property and infrastructure as part of the Yetem Water System (the “Yettem Facilities”); and

**WHEREAS**, the Yettem Facilities touch a variety of parcels as depicted in Attachment D, including two County-owned parcels (the “Yettem Well Sites”), several Public Utility Easements (the “Yettem Public Utility Easements”), three parcels under the jurisdiction and control of the Alta Irrigation District (the “Yettem AID Crossings”), an encroachment permit from the California Department of Transportation (the “Yettem

Caltrans Encroachment Permit”) and various encroachments into the County’s Right-of-Way; and

**WHEREAS**, the County owns certain real property and infrastructure as part of the Seville Water System or as part of the Phase 1 Project (the “Seville Facilities”) including the Seville Tank Site and Seville Well Site as depicted in Attachment E (the Yетtem Facilities and Seville Facilities will collectively be referred to as the “Facilities”); and

**WHEREAS**, the Seville Facilities encroach upon a parcel under the jurisdiction and control of the Alta Irrigation District (the “Seville AID Crossing”); and

**WHEREAS**, the County has acquired or may acquire additional real property and infrastructure as part of Phase 2 of the Project (the “Phase 2 Facilities”); and

**WHEREAS**, the CSD desires to assume the revenues, assets, and responsibilities associated with owning and/or managing the Yетtem Water System and the Seville Water System; and

**WHEREAS**, the County desires to transfer ownership and management of the Yетtem Waster System and Seville Water System, and all associated revenues, assets, and responsibilities, to the CSD to the extent that it is in the County’s power to do so; and

**WHEREAS**, the County and the CSD intend to enter into this MOU to complete the Project and transfer all revenues, assets, and responsibilities associated with the Water Systems to the CSD.

NOW, THEREFORE, IT IS AGREED:

- I. **PURPOSE:** The purpose of this MOU is for the County and the CSD to partner to accomplish the following tasks:
  - A. Effect the transfer of all revenues and assets associated with the Water Systems from the County to the CSD after the completion of Phase 1 of the Projects; and
  - B. Comply with or complete the outstanding terms and conditions of the Case 1535 Order including but not limited to the condition for the County to “assign its assets, liabilities and debts” to the CSD in accordance with Condition 8.D from the Case 1535 Order; and
  - C. Complete the Project, including defining the working relationship between the County and the CSD for Phase 2 of the Project as to the preparation and submission of a grant application and execution of a grant funding agreement.
- II. **TERM:** This MOU shall remain in effect for the useful life of the Facilities, unless the County and CSD agree, in writing, to a different term. A change to the term of this agreement may also be subject to review and approval by the Water Board. For the purpose of this MOU, “useful life” means the period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented. The useful life of any constructed portions of Phase 1 of the Project begins upon completion of construction of Phase 1 of the Project and the useful life of any constructed portions of Phase 2 of the Project begins upon

completion of construction of Phase 2 of the Project. The useful life of any constructed portions of Phase 1 or Phase 2 of the Project continues for at minimum fifty (50) years thereafter for pipelines and structures, and twenty (20) years for all other tangible assets.

III. **CONDITIONS PRECEDENT TO TRANSFER OF WATER SYSTEMS:** The following conditions must be satisfied prior to the County transferring the Water Systems to the CSD as described in Section IV of this MOU:

- A. County has approved and filed a Notice of Completion for Phase 1 of the Project; and
- B. This MOU has been reviewed and approved by LAFCo in accordance with the Case 1535 Order; and
- C. This MOU has been reviewed and approved by Water Board in accordance with Article XVI herein; and
- D. CSD has acquired the permits and licenses necessary to comply with this MOU, including those required by Sections IV.E, IV.I and VIII herein.

IV. **TRANSFER OF WATER SYSTEMS:** The CSD and County shall undertake the following actions to transfer the Water Systems from the County to the CSD after satisfaction of the conditions as described in Section III of this MOU:

- A. County shall transfer the Facilities, including the Yетtem Well Sites, the Seville Tank Site, and the Seville Well Site, to CSD by delivering signed and notarized grant deeds for same (the “Grant Deeds”) which shall be substantially similar to that which is attached hereto as Attachment F; and
- B. County shall assign to CSD those rights under the Yетtem Public Utility Easements that allow the operation and maintenance of a water utility by delivering to CSD an assignment of easement (the “Assignment of Easement”) which shall be substantially similar to that which is attached hereto as Attachment G; and
- C. CSD shall accept the Grant Deeds and the Assignment of Easement (collectively referred to as the “Transfer Documents”) and the CSD hereby authorizes the President of CSD’s Board to execute one or more certificates of acceptance for the Transfer Documents in compliance with Government Code Section 27281 for the Transfer Documents (the “Certificate of Acceptances”); and
- D. CSD authorizes the County to record the Transfer Documents and the Certificates of Acceptance on CSD’s behalf; and
- E. CSD shall obtain any necessary encroachment permits from the California Department of Transportation for the area of the Yетtem Caltrans Encroachment Permit; and
- F. CSD shall assume all revenues, assets, and responsibilities associated

with the Water Systems from the County, including receiving payments from customers in according to the current rate structure adopted by the County in Resolution 2019-0734 as attached hereto as Attachment H; and

- G. County shall provide CSD with a copy of the County's customer list and billing information at the time of the transfer; and
  - H. CSD shall assume all operations and maintenance of both the Yettem Water System and Seville Water System; and
  - I. As the Facilities encroach upon the County's Right-of-Way, CSD shall apply to County for an encroachment permit for the maintenance of the Facilities and renew same permit annually; and
  - J. CSD assumes all rights, obligations, and responsibilities under Tulare County Agreement No. 17311, attached hereto as Attachment I, which runs with the Yettem Well Sites and provides for the Yettem Facilities to encroach upon the Yettem AID Crossings; and
  - K. County hereby assigns its entire interest in the Seville AID Crossing to CSD and CSD consents and agrees to accept same in accordance with Article 15 of Tulare County Agreement No. 29331, a copy of which is attached hereto as Attachment J; and
  - L. County and CSD will jointly enforce any warranties for facilities constructed as part of Phase 1 of the Project to the maximum extent allowed under Tulare County Agreement No. 28656; and
  - M. County shall deliver one hard copy and one electronic copy of as-built plans to CSD, one hardcopy and one electronic copy of related engineering reports completed before and during Phase 1 construction, and one hardcopy and one electronic copy of any and all permitting documents necessary for the operations of the Seville Water System and the Yettem Water System, if any.
- V. **PHASE 1 GRANT AGREEMENT:** Notwithstanding anything to the contrary in this MOU, CSD shall assume and be held to the same goals, milestones, performance measurements, laws, regulations, rules, and requirements as entered into by County under the Phase 1 Grant Agreement.
- VI. **PROJECT CORRESPONDENCE:** County shall provide to the CSD copies of all correspondence and document submissions for the Project, including grant reimbursement claim forms, progress and final project reports, and amendments, with the Water Board or other funding and/or regulatory agency. CSD shall provide copies of all correspondence and document submissions for the Project to the County.
- VII. **PHASE 2 GRANT APPLICATION AND CONSTRUCTION:** CSD and County agree to the following terms regarding the grant application and construction of Phase 2 of the Project:
- A. CSD and County agree to work cooperatively to secure funding for the

- construction of Phase 2 of the Project; and
- B. CSD will assist the County with the preparation of the Phase 2 Grant Application, including providing information or documents required for this purpose; and
  - C. County shall be lead agency on the application and Construction Project; and
  - D. County and CSD to agree to work cooperatively to find alternative or additional funding sources if the Phase 2 Grant Application is denied or does not provide adequate funding; and
  - E. Upon submission of a successful grant application for the construction of Phase 2 of the Project, County and CSD agree to take the necessary steps to enter into and effectuate a grant funding agreement with the applicable funding agency; and
  - F. County staff shall manage and administer any grant for Phase 2 of the Project, which shall include keeping appropriate records, communicating with the funding agency or agencies, and processing all financial records including invoices and requests for reimbursement; and
  - G. County shall complete the design and construction of Phase 2 of the Project, which may include the hiring of consultants and/or contractors, public bidding of the construction project, and other tasks necessary to complete Phase 2; and
  - H. CSD and County shall coordinate for the construction of Phase 2 of the Project, including any portions thereof which touch or impact the Yette Water System and the Seville Water System, including the installation of water meters, the interconnection of the separate water systems, and the connection of the new well to the Yette Water System, which may require temporary shutdown of all or a portion or portions of the water systems; and
  - I. CSD authorizes the County to correspond and coordinate with DDW in the event a temporary shutdown of one or both of the Water Systems is required during the construction of Phase 2; and
  - J. County shall be responsible for distributing any public notices or other notifications that may be required as a result of the construction of Phase 2; and
  - K. CSD shall grant County or its contractor the right to enter CSD's real property as necessary for Phase 2 Construction; and
  - L. County shall provide CSD with reasonable notice of impacts to the CSD's real property and water systems; and
  - M. County shall complete the Phase 2 Construction using grant funds at no cost to the CSD; and

- N. County shall provide a project status update for Phase 2 to CSD at the regular meetings of CSD from time to time or as requested by CSD; and
- O. County shall copy CSD on Project-related correspondence and shall provide CSD with a reference copy of document submissions, including correspondence related to grant reimbursement claim forms, progress and final project reports, and amendments to Phase 2; and
- P. Upon completion of Phase 2 Construction, County shall take steps necessary to transfer the Phase 2 Facilities to CSD and CSD shall accept the Phase 2 Facilities; and
- Q. Upon completion of the Phase 2 Construction, County and CSD shall arrange for the transfer of the Phase 2 Facilities from the County to the CSD; and
- R. County and CSD shall act in good faith and work cooperatively to complete the design and construction of Phase 2 of the Project; and
- S. Upon completion of Phase 2 of the Project, County shall deliver one hard copy and one electronic copy of as-built plans to CSD and one hard copy and one electronic copy of related engineering reports completed before and during Phase 2 Construction not previously delivered.

- VIII. OPERATIONS AND MAINTENANCE: Upon delivery and acceptance of the Transfer Documents, CSD shall assume the management, operations, and maintenance of the Yettem Water System and the Seville Water System, including the Facilities if less than the whole of the system, continuously in an efficient and economical manner. CSD and County shall coordinate the delivery and acceptance of the Transfer Documents so as to minimize or eliminate any service interruption for the water systems, including CSD hiring or contracting with a suitably licensed water system operator and obtaining or being able to obtain in a timely manner any necessary permits from the Water Board or any other jurisdictional body.
- IX. RATES AND EXPENSES: CSD shall adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves. CSD shall follow all applicable laws and regulations in setting fees, including Article XIII C to the California Constitution, also known as Proposition 218.
- X. OPERATING COSTS: Upon delivery and acceptance of the Transfer Documents, CSD assumes all operations and maintenance costs of the facilities and structures; neither the County nor any funding agencies shall be liable for any cost of such maintenance, management or operation, except as agreed upon by separately executed and non-anticipated future agreements. The provisions of this section shall survive the term of this MOU.
- XI. REPORTS AND INSPECTIONS: CSD shall provide any funding agencies with

such periodic reports as they may require and permit periodic inspection of its operations by a representative of the any funding agencies.

- XII. OVERSIGHT: CSD and County agree that no authorization, oversight, input, or requirement other than the authority granted by this MOU and that which is required by law shall be necessary from County.
- XIII. FURTHER ASSURANCES: Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this MOU.
- XIV. ENTIRE AGREEMENT REPRESENTED: This MOU, and all attachments constitute a complete statement of the responsibilities and commitment of both parties.
- XV. AMENDMENTS: Amendments or modifications to the terms of this MOU must be made in writing and approved by all parties hereto, in order to maintain compliance with changes pursuant to federal or state laws, regulations, or policies affecting MOUs, rulings, pertinent regulations, or funding.
- XVI. FUNDING AGENCY APPROVAL: This MOU is subject to review and approval by the Water Board. This MOU and all of its provisions shall apply to and bind the successors and assigns of the CSD and County. No assignment or transfer of this MOU or any part thereof, rights hereunder, or interest herein by the District shall be valid unless and until it is approved by the Water Board and made subject to such reasonable terms and conditions as the Water Board may impose. The Water Board shall have standing and authority to enforce this MOU.
- XVII. SEWER SERVICE: Should the CSD activate its latent power to operate a sewer system, a separate MOU between the County and CSD shall be required to effectuate a transfer of wastewater systems in the communities of Yetteem and Seville.
- XVIII. FACILITIES TRANSFERRED “AS IS”: CSD agrees that it is accepting the Facilities, including the Yetteem Well Sites, the Seville Tank Site, and the Seville Well Site, and a portion of the Yetteem Public Utility Easements “AS IS, WHERE IS” without any representation or warranty by County except as expressly set forth herein. Except as expressly provided herein, County has not made and is not making any express or implied representations or warranties with respect to the Facilities, and except as otherwise expressly provided herein, CSD acknowledges that CSD accepts the Facilities without relying upon any such representation or warranty by County or by any other person.
- XIX. PROJECT ACCESS: The CSD shall ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, the President of the United States, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Obligation.

[remainder of page intentionally blank]



**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

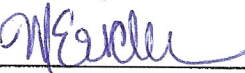
**COUNTY OF TULARE**

Date: \_\_\_\_\_ BY \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare


By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
County Counsel

By   
Deputy

Date 5/27/20 2019832

**YETTEM-SEVILLE COMMUNITY SERVICES DISTRICT**

Date: April 23, 2020 By   
President, Board of Directors

**CALIFORNIA STATE WATER RESOURCES CONTROL BOARD**  
Approved

By \_\_\_\_\_  
Deputy Director, Division of Financial Assistance

JUN 19 2019

STEPHANIE CAMERON, CLERK  
BY: Farm Ching

1 XAVIER BECERRA  
Attorney General of California  
2 TRACY L. WINSOR  
Supervising Deputy Attorney General  
3 DANIEL M. FUCHS  
Deputy Attorney General  
4 State Bar No. 179033  
1300 I Street, Suite 125  
5 P.O. Box 944255  
Sacramento, CA 94244-2550  
6 Telephone: (916) 210-7827  
Fax: (916) 327-2319  
7 E-mail: Daniel.Fuchs@doj.ca.gov  
*Attorneys for Petitioner California State Water  
8 Resources Control Board*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF TULARE

11  
12  
13 **IN THE MATTER OF**  
14 **PETITION OF STATE WATER**  
15 **RESOURCES CONTROL BOARD,**  
16 **Petitioner,**  
17 **FOR ORDER FURTHER EXTENDING**  
18 **APPOINTMENT OF TULARE COUNTY**  
**AS RECEIVER OF**  
19 **SEVILLE WATER COMPANY,**  
20 **Respondent.**

Case No. 09-233080

~~[Proposed]~~ **ORDER GRANTING  
PETITION FOR ORDER FURTHER  
EXTENDING APPOINTMENT OF  
TULARE COUNTY AS RECEIVER OF  
SEVILLE WATER COMPANY**

Date: June 17, 2019  
Time: 8:30 a.m.  
Dept: 1  
Judge: Hon. Melinda M. Reed

21  
22  
23 Petitioner California State Water Resources Control Board's (State Water Board) Petition  
24 for Order Further Extending Appointment of Tulare County as Receiver of Seville Water  
25 Company came regularly before this Court on June 18, 2019, Hon. Melinda M. Reed presiding.  
26 Petitioner State Water Board was represented by Deputy Attorney General Daniel M. Fuchs, who  
27 appeared telephonically. No individual or entity purporting to have an ownership interest in the  
28

1 Seville Water Company has made appearance in this matter.

2 Having considered the moving papers, supporting declaration, those matters of which the  
3 Court took judicial notice, the complete files and records in this action, and any matters which  
4 may have been raised at the oral proceedings on this motion, the Court finds there is good cause  
5 for a further extension of the receivership.

6 IT IS THEREFORE ORDERED AND ADJUDGED that the State Water Board's Petition  
7 for Order Further Extending Appointment of Tulare County as Receiver for the Seville Water  
8 Company is hereby GRANTED.

9 IT IS FURTHER ORDERED:

10 1. That Tulare County continue as appointed receiver of the Seville Water Company for  
11 an additional 24 months, until June 30, 2021;

12 2. That, in accordance with Health and Safety Code section 116665, no personal  
13 liability shall be born by the receiver for any good faith, reasonable effort to assume possession  
14 of, and to operate, the Seville Water Company in compliance with the Court's order, and no  
15 liability will be borne by the receiver associated with the past operation of the Seville Water  
16 Company;

17 3. That no bond need be posted by the receiver;

18 4. That the receiver shall be compensated at the rate of \$60 dollars per month, or at the  
19 current and existing rate, whichever is greater, for each existing residential connection to the  
20 Seville Water Company water system, and for non-residential connections, at a rate to be  
21 calculated based on the equivalent residential rate;

22 5. That the receiver shall establish a rate schedule and policy regarding termination of  
23 water service, and shall submit all rate changes to the State Water Board for review and approval  
24 before they are imposed on the customers of the Seville Water Company water system;

25 6. That the receiver may apply to the State Water Board for approval to recover  
26 extraordinary expenses it may incur in operating the Seville Water Company;

27 7. That the receiver is authorized to bill customers of the Seville Water Company  
28 retroactively to the last date(s) bills for service were sent to said customers. In addition, the

1 receiver is authorized, as provided for by Government Code section 54346.4, subdivision (a) to  
2 collect any unpaid water bills by adding the unpaid amount of the bill to the property owner's  
3 property tax assessments;

4 8. That the receiver is authorized to accept and administer any grants or loan funding  
5 that may be made available from the State of California or the Federal government for the  
6 purpose of upgrading the existing water system to comply with current water works standards and  
7 correct existing serious deficiencies of the physical system facilities;

8 9. That Tulare County may apply for, accept, and administer any grants or loan funding  
9 that may be made available from the State of California or the federal government to construct,  
10 own, and operate improvements and/or replacement facilities, including, but not limited to,  
11 construction, ownership, and operation of a complete replacement public drinking water system  
12 for the Seville community; and that such actions on the part of Tulare County be consistent with  
13 and not in conflict with its position as the appointed and duly acting receiver for the Seville Water  
14 Company's water system;

15 10. That the receiver shall have no liability arising from or associated with acts or  
16 activities concerning the operation of the Seville Water Company prior to appointment of the  
17 receiver; and

18 11. That the receivership shall be temporary in nature and will last until June 30, 2021,  
19 without further court order.  
20

21 **IT IS SO ORDERED**

22  
23 Dated:           **JUN 19 2019**          

  **MELINDA M. REED**  

Hon. Melinda M. Reed  
Judge of the Superior Court

24  
25  
26  
27 SA2015103614  
13755399.doc  
28

**DECLARATION OF SERVICE BY OVERNIGHT COURIER and U.S. MAIL**

Case Name: **In the Matter of Petition of State Water Resources Control Board v.  
For Order Further Extending Appointment of Tulare County as Receiver of  
Seville Water Company**

No.: **09-233080**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is: 1300 I Street, Suite 125, P.O. Box 944255, Sacramento, CA 94244-2550.

On May 24, 2019, I served the **[Proposed] ORDER GRANTING PETITION FOR ORDER FURTHER EXTENDING APPOINTMENT OF TULARE COUNTY AS RECEIVER OF SEVILLE WATER COMPANY** by placing a true copy thereof enclosed in a sealed envelope with the **Federal Express**, addressed as follows:

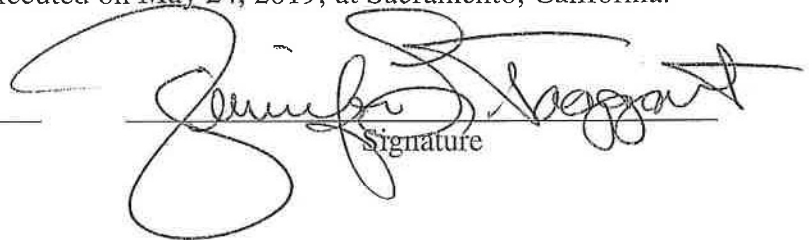
**See Attached List Sent Via Overnight Delivery**

On May 24, 2019, I served the attached **[Proposed] ORDER GRANTING PETITION FOR ORDER FURTHER EXTENDING APPOINTMENT OF TULARE COUNTY AS RECEIVER OF SEVILLE WATER COMPANY** by placing a true copy thereof enclosed in a sealed envelope in the internal mail collection system at the Office of the Attorney General at 1300 I Street, Suite 125, P.O. Box 944255, Sacramento, CA 94244-2550:

**See Attached List Sent Via U.S. Mail**

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on **May 24, 2019**, at Sacramento, California.

\_\_\_\_\_  
Jennifer L. Taggart  
Declarant

  
Signature

## SERVICE LIST

### Via Federal Express Overnight Delivery:

David Lane  
458 E. Shaw Avenue, Apt. 105  
Fresno, CA 93710  
[Service attempts made in previous  
motions, returned as undeliverable;  
Mr. Lane is deceased]

Community Water Center  
311 W. Murray Avenue  
Visalia, CA 93291

BH Trust No. 101  
c/o Virgil Bode  
4933 Melvin Drive  
Carmichael, CA 95608  
[Service attempts made in previous  
motions, returned as undeliverable;  
Mr. Bode is deceased]

Dirty Dirt, Inc.  
41368 Danzon Court  
Fremont, CA 94539

K&L Properties, LLC  
41368 Danzon Court  
Fremont, CA 94539

Rick Hagele  
Debbie Hagele  
321 S. Main Street, #519  
Sebastopol, CA 95472

### Via U.S. Mail:

Gregorio Frias  
P.O. Box 93670  
Yetter, CA 93670

Self Help Enterprises  
P.O. Box 6520  
Visalia, CA 93290

Courtesy Copies to:

Tulare County Counsel  
Marit Erickson  
2900 West Burrel Avenue  
Visalia, CA 93291-4583

Mike Bond, P.E.  
Assistant Director – Public Works  
County Surveyor  
Tulare County Resource  
Management Agency  
5961 S. Mooney Blvd.  
Visalia, CA 93277



---

## DRINKING WATER

---

COUNTY OF TULARE

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



CONSTRUCTION GRANT

REPLACE SEVILLE WATER DISTRIBUTION SYSTEM

PROJECT NO. 5400550-001C

AGREEMENT NO. D17-02094

AMOUNT: \$4,028,896.00

ELIGIBLE START DATE: MARCH 27, 2018  
COMPLETION OF CONSTRUCTION DATE: MAY 1, 2020  
FINAL DISBURSEMENT REQUEST DATE: NOVEMBER 1, 2020  
RECORDS RETENTION END DATE: MAY 1, 2056

---

---

THIS PAGE INTENTIONALLY LEFT BLANK



TABLE OF CONTENTS

ARTICLE I DEFINITIONS ..... 1

1.1 Definitions..... 1

1.2 Exhibits Incorporated..... 4

ARTICLE II REPRESENTATIONS, WARRANTIES, AND COMMITMENTS ..... 4

2.1 Application and General Recipient Commitments. .... 4

2.2 Authorization and Validity..... 4

2.3 No Violations. .... 4

2.4 No Litigation. .... 4

2.5 Solvency..... 4

2.6 Legal Status and Eligibility. .... 5

2.7 Financial Statements and Continuing Disclosure. .... 5

2.8 Completion of Project..... 5

2.9 Award of Construction Contracts. .... 5

2.10 Notice..... 5

2.11 Findings and Challenge..... 7

2.12 Project Access..... 7

2.13 Project Completion; Initiation of Operations. .... 7

2.14 Continuous Use of Project; Lease, Sale, Transfer Ownership, or Disposal of Project. .... 7

2.15 Project Reports..... 7

2.16 Reserved. .... 8

2.17 Records..... 8

2.18 Audit..... 9

ARTICLE III FINANCING PROVISIONS..... 9

3.1 Contingent Disbursement..... 9

3.2 Amounts Payable by the Recipient. .... 9

3.3 [Reserved.]..... 10

3.4 No Obligation of the State..... 10

3.5	Disbursement of Project Funds; Availability of Funds.....	10
3.6	Withholding of Disbursements and Material Violations.....	11
3.7	Rates, Fees and Charges. ....	12
3.8	Financial Management System and Standards. ....	12
3.9	Accounting and Auditing Standards. ....	12
3.10	Other Assistance. ....	12
ARTICLE IV MISCELLANEOUS PROVISIONS .....		12
4.1	Amendment and Integration.....	12
4.2	Assignability. ....	12
4.3	Bonding. ....	12
4.4	Competitive Bidding .....	13
4.5	Compliance with Law, Regulations, etc. ....	13
4.6	Conflict of Interest. ....	13
4.7	Damages for Breach Affecting Tax-Exempt Status or Federal Compliance.....	13
4.8	Disputes. ....	13
4.9	Governing Law. ....	14
4.10	Income Restrictions. ....	14
4.11	Indemnification and State Reviews. ....	14
4.12	Independent Actor. ....	15
4.13	Reserved. ....	15
4.14	Non-Discrimination Clause.....	15
4.15	No Third Party Rights. ....	15
4.16	Operation and Maintenance; Insurance. ....	16
4.17	Permits, Subcontracting, and Remedies. ....	16
4.18	Prevailing Wages.....	16
4.19	Public Funding. ....	17
4.20	Recipient's Responsibility for Work. ....	17
4.21	Related Litigation. ....	17

4.22 Rights in Data. .... 17

4.23 State Water Board Action; Costs and Attorney Fees. .... 17

4.24 Termination; Repayment; Interest. .... 17

4.25 Timeliness..... 18

4.26 Unenforceable Provision. .... 18

4.27 Useful Life..... 18

4.28 Venue. .... 18

4.29 Waiver and Rights of the State Water Board. .... 18

- EXHIBIT A - SCOPE OF WORK & INCORPORATED DOCUMENTS
- EXHIBIT A – FBA – FINAL BUDGET APPROVAL
- EXHIBIT B - FUNDING AMOUNT
- EXHIBIT C - RESERVED
- EXHIBIT D - SPECIAL CONDITIONS
- EXHIBIT E - RESERVED
- EXHIBIT F - RESERVED
- EXHIBIT G - RESERVED
- EXHIBIT H - COMPLIANCE WITH CROSS-CUTTING STATE AUTHORITIES

WHEREAS,

1. The State Water Board is authorized to provide financial assistance under this Agreement pursuant to the following:
  - Chapter 4.5 of Part 12 of Division 104 of the California Health and Safety Code (State Act)
  - Section 79724 of the Water Code (Prop 1)
2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with Prop 1, and establishes the terms and conditions of a financial assistance agreement.
3. The Recipient has applied to the State Water Board for financial assistance for the Project described in Exhibit A of this Agreement and the State Water Board has selected the application for financial assistance.
4. The State Water Board proposes to assist in funding the costs of the Project, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board, upon the terms and conditions set forth in this Agreement, all pursuant to Prop 1.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

Subject to the satisfaction of any conditions precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board.

Upon execution, the term of the Agreement shall begin on the Eligible Start Date and extend through the Records Retention End Date.

ARTICLE I DEFINITIONS

1.1 Definitions.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the Additional Payments described in Section 3.2(c) of this Agreement.

"Agreement" means this Grant, including all exhibits and attachments.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete.

"Days" means calendar days unless otherwise expressly indicated.

"Deputy Director" means the Deputy Director of the Division.

"District Office" means District Office of the Division of Drinking Water of the State Water Resources Control Board.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Division of Drinking Water" means the Division of Drinking Water of the State Water Board.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Event of Default" means the occurrence of any one or more of the following events:

- a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- b) Failure to operate the System or the Project without the Division's approval;
- c) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- d) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect; or the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; or the Recipient's entering into a general assignment for the benefit of creditors; or any action in furtherance of any of the foregoing;
- e) Initiation of resolutions or proceedings to terminate the Recipient's existence;
- f) A determination pursuant to Gov. Code § 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code.

"Final Disbursement Request Date" means the date after which date, no further Project Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees or equipment.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project).

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

"Policy" means the State Water Board's "Policy for Implementing the Drinking Water State Revolving Fund," as amended from time to time, and including the Intended Use Plan in effect as of the Eligible Start Date.

"Project" means the Project financed by this Agreement as described in Exhibit A, Exhibit A-FBA, and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, plus capitalized interest.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board pursuant to this Agreement.

"Recipient" means County of Tulare.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records pursuant to Section 2.17 of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board.

"System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the Recipient or the Seville Water Company, including the Project, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the water system that serves the community of Seville, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

“System Obligation” means any debt obligation payable from Revenues.

“Year” means calendar year unless otherwise expressly indicated.

## 1.2 Exhibits Incorporated.

All exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement.

## ARTICLE II REPRESENTATIONS, WARRANTIES, AND COMMITMENTS

The Recipient represents, warrants, and commits to the following as of the Eligible Start Date set forth on the first page hereof and continuing thereafter for the term of this Agreement.

### 2.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient shall comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for financial assistance.

### 2.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

### 2.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the first page hereof.

### 2.4 No Litigation.

There are no pending or, to Recipient’s knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the System, the Revenues, and/or the Project.

### 2.5 Solvency.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. As of the date set forth on the first page hereof, Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. Recipient is able to pay its debts as they become due.

2.6 Legal Status and Eligibility.

Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Recipient shall maintain its eligibility for funding under this Agreement.

2.7 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt.

2.8 Completion of Project.

The Recipient shall expeditiously proceed with and complete construction of the Project in substantial accordance with Exhibit A and Exhibit A-FBA.

2.9 Award of Construction Contracts.

- (a) The Recipient shall award the prime construction contract timely in order to meet the start of construction date specified in Exhibit A.
- (b) The Recipient shall promptly notify the Division in writing both of the award of the prime construction contract for the Project and of Initiation of Construction of the Project. The Recipient shall make all reasonable efforts to complete construction in substantial conformance with the terms of the contract by the Completion of Construction date established in Exhibit A.

2.10 Notice.

- (a) The Recipient shall notify the Division in writing to the Deputy Director of the Division within five (5) working days of the occurrence of any of the following events:
  - 1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
  - 2) Change in the status of the Recipient as the appointed receiver of the Seville Water Company as stated in the Order Granting Petition for Order Further Extending Appointment of Tulare County as Receiver of Seville Water Company, case No. 09-233080, Superior Court, County of Tulare;
  - 3) Change of ownership of the System or change of management or service contracts, if any, for operation of the System;
  - 4) Loss, theft, damage, or impairment to the Revenues or the System;
  - 5) Listed Events or Events of Default, except as set forth in subdivisions (b) or (c) of this section; or



- 6) Failure to observe or perform any covenant in this Agreement.
- (b) The Recipient shall notify the Division in writing within ten (10) working days of the following:
- 1) Material defaults on System Obligations;
  - 2) Unscheduled draws on debt service reserves held for System Obligations, other than this Obligation, if any, reflecting financial difficulties;
  - 3) Unscheduled draws on credit enhancements on System Obligations, if any, reflecting financial difficulties;
  - 4) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the System or the Recipient's continued existence, circulation of a petition to repeal, reduce, or otherwise challenge the Recipient's rates for services of the System, consideration of dissolution, or disincorporation, or any other event that could materially impair the Revenues;
  - 5) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
  - 6) Rating changes on outstanding System Obligations; or
  - 7) Enforcement actions by the Division of Drinking Water;
- (c) The Recipient shall notify the Division promptly of the following:
- (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for disbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
  - (2) Any substantial change in scope of the Project. The Recipient shall undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
  - (3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
  - (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more beyond the estimated date of Completion of Construction as specified in Exhibit A;
  - (5) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
  - (6) Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
  - (7) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division; or

(8) Completion of Construction of the Project, and actual Project Completion.

(d) [Reserved].

(e) The Recipient shall notify the Division within 24 hours of any discovery of any potential tribal cultural resource and/or archeological or historical resource. Notice shall be addressed to the Deputy Director of the Division and contact via phone at (916) 327-9978 or email to CleanWaterSRF@waterboards.ca.gov and/or DrinkingWaterSRF@waterboards.ca.gov. Should a potential tribal cultural resource and/or archeological or historical resource be discovered during construction, the Recipient shall ensure that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient shall implement appropriate actions as directed by the Division.

#### 2.11 Findings and Challenge

Upon consideration of a voter initiative to reduce Revenues, the Recipient shall make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in Section 3.7 of this Agreement. The Recipient shall make its findings available to the public and shall request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in Section 3.7 and its obligation to operate and maintain the Project for its useful life. The Recipient shall diligently pursue and bear any and all costs related to such challenge. The Recipient shall notify and regularly update the State Water Board regarding the status of any such challenge.

#### 2.12 Project Access.

The Recipient shall ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, the President of the United States, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Obligation. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated by Exhibit A and Exhibit A-FBA, and all reports, disbursement requests, and supporting documentation submitted hereunder.

#### 2.13 Project Completion; Initiation of Operations.

Upon Completion of Construction of the Project, the Recipient shall expeditiously initiate Project operations.

#### 2.14 Continuous Use of Project; Lease, Sale, Transfer Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the useful life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

#### 2.15 Project Reports.

- (a) Status Reports. The Recipient shall provide expeditiously status reports no less frequently than quarterly, starting with the execution of this Agreement. These reports must accompany any disbursement request and are a condition precedent to any disbursement. At a minimum the reports will contain the following information:
- (1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
  - (2) A description of compliance with environmental requirements;
  - (3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
  - (4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.
- (b) Project Completion Report. The Recipient shall submit a Project Completion Report to the Division with a copy to the appropriate District Office of the Division of Drinking Water on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must address the following:
- (1) Describe the Project,
  - (2) Describe the water quality problem the Project sought to address,
  - (3) Discuss the Project's likelihood of successfully addressing that water quality problem in the future, and
  - (4) Summarize compliance with environmental conditions, if applicable.

If the Recipient fails to submit a timely Project Completion Report, then the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

- (c) As Needed Reports. The Recipient shall provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

2.16 Reserved.

2.17 Records.

- (a) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient shall:
- (1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;
  - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;

- (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
  - (4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs;
  - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
  - (6) If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding.
- (b) The Recipient shall maintain separate books, records and other material relative to the Project. The Recipient shall also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Completion of Construction ("Records Retention Term End Date"). The Recipient shall require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient shall allow and shall require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

#### 2.18 Audit.

- (a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division
- (b) Audit disallowances will be returned to the State Water Board.

### ARTICLE III FINANCING PROVISIONS

#### 3.1 Contingent Disbursement.

The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

#### 3.2 Amounts Payable by the Recipient.

- (a) Repayments. Repayments are waived, as provided in Exhibit B.
- (b) Project Costs. The Recipient shall pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the

Project Costs in full, the Recipient shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

- (c) Additional Payments. The Recipient shall pay to the State Water Board the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

Additional Payments may be billed to the Recipient by the State Water Board from time to time, together with a statement executed by a duly authorized representative of the State Water Board, stating that the amounts billed pursuant to this section have been incurred by the State Water Board or its assignee for one or more of the above items and a copy of the invoice or statement for the amount so incurred or paid. Amounts so billed shall be paid by the Recipient within thirty (30) days after receipt of the bill by the Recipient.

3.3 [Reserved.]

3.4 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an amendment to the Recipient to reflect the reduced amount.

3.5 Disbursement of Project Funds; Availability of Funds.

- (a) Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:
- (1) Upon execution and delivery of this Agreement, the Recipient may request immediate disbursement of any eligible incurred planning and design allowance as specified in Exhibit B from the Project Funds through submission to the State Water Board of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed. The Recipient must submit a disbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late disbursement requests may not be honored.
  - (2) The Recipient may request disbursement of eligible construction and equipment costs consistent with budget amounts referenced in Exhibit B and Exhibit A-FBA. (Note that this Agreement will be amended to incorporate Exhibit A-FBA after final budget approval.)
  - (3) Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of status reports due under Section 2.15 above.

- (4) The Recipient shall not request disbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of disbursement request.
  - (5) Recipient shall spend Project Funds within 30 days of receipt. Any interest earned on Project Funds shall be reported to the State Water Board and may be required to be returned to the State Water Board or deducted from future disbursements.
  - (6) The Recipient shall not be entitled to interest earned on undisbursed funds.
  - (7) The Recipient shall not request a disbursement unless that Project Cost is allowable, reasonable, and allocable.
  - (8) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.
- (b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other agency. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

### 3.6 Withholding of Disbursements and Material Violations.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold the disbursement of all or any portion of the Project Funds upon the occurrence of any of the following events:

- a. The Recipient's failure to maintain reasonable progress on the Project;
- b. Placement on the ballot or passage of an initiative or referendum to repeal or reduce the Recipient's taxes, assessments, fees, or charges levied for operation of the System or repayment of debt service on System Obligations;
- c. Commencement of litigation or a judicial or administrative proceeding related to the System, Project, or Revenues that the State Water Board determines may impair the timely completion of the Project;
- d. Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- e. A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement,
- f. The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
- g. An Event of Default;

### 3.7 Rates, Fees and Charges.

The Recipient shall, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the use of the System during each Fiscal Year that are reasonable, fair, and nondiscriminatory and that will be at least sufficient to yield Revenues during each Fiscal Year in an amount sufficient to cover Operations and Maintenance Costs and to meet the covenants and requirements of the Recipient's outstanding System Obligations and the Recipient's obligations under this Agreement. The Recipient may from time to time make adjustments of such rates, fees, and charges as it deems necessary, but shall not reduce such rates, fees or charges then in effect unless the Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

### 3.8 Financial Management System and Standards.

The Recipient shall comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient shall be bound by, and to comply with, the provisions and requirements of the federal Single Audit Act of 1984, Office of Management and Budget (OMB) Circular No. A-133 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

### 3.9 Accounting and Auditing Standards.

The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient shall maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

### 3.10 Other Assistance.

If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient shall notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's local share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding shall be remitted to the State Water Board.

## ARTICLE IV MISCELLANEOUS PROVISIONS

### 4.1 Amendment and Integration.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

This Agreement constitutes the complete and final agreement between the parties. No prior oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

### 4.2 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

### 4.3 Bonding.

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

#### 4.4 Competitive Bidding

Recipient shall adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

#### 4.5 Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient shall:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the State Water Board's Policy;
- (c) Comply with and require compliance with the list of state laws attached as Exhibit H.

#### 4.6 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

#### 4.7 Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

#### 4.8 Disputes.

- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.



- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient shall continue with the responsibilities under this Agreement during any dispute.
- (d) This section 4.8 relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

#### 4.9 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

#### 4.10 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

#### 4.11 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. The Recipient shall also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and shall cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.

4.12 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

4.13 Reserved.

4.14 Non-Discrimination Clause.

- a) The Recipient shall comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.
- b) If Project Funds are used to acquire or improve real property, the Recipient shall include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- c) The Recipient shall comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- d) The Recipient's obligations under this section shall survive the term of this Agreement.

During the performance of this Agreement, Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- e) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.  
The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- f) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

4.15 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

#### 4.16 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and shall provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

#### 4.17 Permits, Subcontracting, and Remedies.

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction begins.

The Recipient shall not contract or allow subcontracting with excluded parties. The Recipient shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at [http://www.waterboards.ca.gov/water\\_issues/programs/enforcement/fwa/dbp.shtml](http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml).

#### 4.18 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

#### 4.19 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

#### 4.20 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

#### 4.21 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

#### 4.22 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

#### 4.23 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

#### 4.24 Termination; Repayment; Interest.

- (a) This Agreement may be terminated by written notice during construction of the Project, or thereafter at any time during the term of this Agreement, at the option of the State Water Board, upon an Event of Default.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Project Funds disbursed hereunder, accrued interest, penalty assessments, and Additional Payments. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all monies due have been received by the State Water Board.

(c) [Reserved].

4.25 Timeliness.

Time is of the essence in this Agreement.

4.26 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

4.27 Useful Life.

The Recipient warrants that the economic useful life of the Project, commencing at Project Completion, is at least equal to the term of this Agreement, as set forth in Exhibit B.

4.28 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

4.29 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

COUNTY OF TULARE:

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: M. Gaudin 11/14/18  
20161759 Deputy

By: J. Steven Worthley  
Name: J. Steven Worthley  
Title: Chairman of the Board

Date: Nov. 15, 2018

STATE WATER RESOURCES CONTROL BOARD:

By: Leslie Laudon  
Name: Leslie Laudon  
Title: Deputy Director  
Division of Financial Assistance

Date: 11/28/18

EXHIBIT A – SCOPE OF WORK

1. Eligible Start Date. The Eligible Start Date is March 27, 2018.
2. Start of Construction Date. The Recipient agrees to start construction no later than the estimated date of February 1, 2019.
3. Completion of Construction Date. The Completion of Construction date is hereby established as May 1, 2020. The Recipient shall deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date.
4. The Recipient agrees to ensure that its final Request for Disbursement is received by the Division no later than six months after Completion of Construction, unless prior approval has been granted by the Division. Otherwise, the undisbursed balance of this Agreement will be deobligated.
5. Records Retention End Date is May 1, 2056.
6. Incorporated by reference into this Agreement are the following documents:
  - (a) the Final Plans & Specifications, dated February 12, 2018 and; Addenda Nos. 1, 2, and 3 issued March 13, 2018; March 16, 2018; and March 19, 2018, respectively, which are the basis for the construction contract to be awarded by the Recipient to Brough Construction, Inc.
  - (b) the Drinking Water System Permit No. PT0005467;
7. Reporting. Status Reports due at least quarterly.
8. Project Objective.

The Project objective is to replace the existing water distribution system within the community of Seville. The existing distribution system serving the community of Seville is approximately 100 years old and far beyond its estimated useful life. Recent drought conditions have exacerbated the situation and the community continues to experience water outages. Seville's residents are on an indefinite boil water notice due to the depressurizing of the water system and potential introduction of bacteriological contamination via broken pipes. The long-term solution of the community consists of two phases. This Project, Phase 1, includes the replacement of Seville's distribution system, including the storage tank and other appurtenances. Phase 2 will consist of the infrastructure needed to consolidate into the neighboring Yettem Water System.

9. Scope of Work.

Approximately 14,540 feet of 8-inch pipe will be installed within the community, along with water supply meters, gate valves, and fire hydrants. The Project's scope includes a 211,000-gallon storage tank and a new Supervisory Control and Data Acquisition (SCADA) system.

10. Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain

## EXHIBIT A – SCOPE OF WORK

the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



“Funding for this Replace Seville Water Distribution System Project has been provided in full or in part by the Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Water Resources Control Board.

The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”



EXHIBIT A-FBA – FINAL BUDGET APPROVAL

Table 1: Approved Construction Bid Amount

CONTRACTOR	AMOUNT BID	APPROVED COSTS
Brough Construction, Inc.	\$3,208,508	\$3,208,508

1 - BUDGET

Table 2: Approved Final Project Budget

PROJECT COST TABLE	
TYPE OF WORK	APPROVED BUDGET (\$)
A. Construction	
Brough Construction, Inc.	3,208,508.00
Construction Subtotal	3,208,508.00
B. Pre-Purchased Material/Equipment	0.00
C. Land Purchase	41,411.00
D. Contingency	228,021.00
E. Allowances	
Planning	0.00
Design	0.00
Bid Documents and Project Advertisement	0.00
Construction Management	405,850.00
Administration	145,106.00
Value Engineering	0.00
Labor Compliance	0.00
Allowances Subtotal	550,956.00
TOTAL (Subtotal A+B+C+D+E)	\$4,028,896.00

Note: Adjustments may be made between line items on the final disbursement.

EXHIBIT A-FBA – FINAL BUDGET APPROVAL

2 - PROJECT ELIGIBILITY DETERMINATION

The eligibility determinations and conditions of approval identified below are based on the review of:

- Stamped and Signed Final Plan and Specifications (P and S) for the Project received 5/8/2018 (stamped by engineer 2/12/2018); and
- Addenda Nos. 1, 2, and 3 issued March 13, 2018; March 16, 2018; and March 19, 2018, respectively.

The eligibility determination for the bid items shown in the schedule of values provided by the Recipient are as follows:

Table 3: Eligibility Determination Agreement:

Bid Item	Description	Percent Eligibility
1	Mobilization, Insurance and Bonds	100% <sup>1,2</sup>
2	Prepare Implement Stormwater Pollution Prevention Plan	100%
3	Prepare and Implement Dust Control Plan	100%
4	Worker Protection	100%
5	Traffic Control	100%
6	Utility Potholing and New Water Service Locating	100%
7	Exclusionary Fencing	100%
8	Miscellaneous Facilities and Operations	100%
9	8" Polyvinyl Chloride (PVC), C-900, DR-18, Water Main	100%
10	6" PVC, C-900, DR-18 Water Main	100%
11	Install 18" Steel Casing	100%
12	8" Gate Valve	100%
13	6" Gate Valve	100%
14	1" Water Service and Meter	100%
15	1" Water Service	100%
16	2" Water Service	100%
17	2" Water Service, Meter and Reduced Pressure Backflow Preventer	100%
18	Fire Hydrant Assembly	100%
19	Air Valve Assembly	100%
20	Permanent Blow-Off Assembly	100%
21	Temporary Blow-Off Assembly	100%
22	Bacteriological Sampling Station	100%
23	Seville Well Site Improvements	100%
24	Water Distribution System Testing	100%
25	Temporary Trench Resurfacing (Main)	100% <sup>3</sup>
26	Type "A" Permanent Trench Resurfacing (Main)	100% <sup>3</sup>
27	Type "B" Permanent Trench Resurfacing (Main)	100% <sup>3</sup>
28	Abandon Existing Water System	100%
29	Trenchless Installation of 8" High-Density Polyethylene (HDPE) Water Main (at Alta Irrigation District Crossing)	100%
30	Trenchless Installation of 6" HDPE Water Main (at Alta Irrigation District Crossing)	100%
Add Alternate No. 1		
31	Mobilization, Insurance and Bonds	100% <sup>1,2</sup>
32	Clearing and Grubbing	100%

EXHIBIT A-FBA – FINAL BUDGET APPROVAL

Bid Item	Description	Percent Eligibility
33	Site Grading	100%
34	Chain Link Fence and Access Gates	100%
Add Alternate No. 2		
35	Mobilization, Insurance and Bonds	100%
36	Standby Portable Generator	100%
Add Alternate No. 3		
37	Mobilization, Insurance and Bonds	100%
38	Site Piping, Valves and Appurtenances	100%
39	211,000-Gallon Water Storage Tank	100%
40	High Service Pump Station	100%
41	Hydro-Pneumatic Tank	100%
42	Chlorination Equipment and Enclosure	100%
43	Class 2 Aggregate Base Surfacing	100%
44	Electrical, Controls and Lighting	100%
45	Startup and Testing	100%
46	Operations and Maintenance Manuals	100%
47	Record Drawings	100%

Bid items as shown in the schedule of values provided by the recipient.

Eligibility Determination Conditions of Approval

1. Necessary insurance directly related to the construction contract and extending throughout the period of the construction contract will be eligible for ~~DWSRF~~ financing. This includes builder risk insurance, public liability insurance, fire, and Project specific insurance.
2. Earthquake insurance and "Act of God" insurance are ineligible for funding.
3. Asphalt pavement, corresponding improvements, and excavation and refill materials due to trenching are limited to replacement of the trench width plus one foot on each side of the trench disturbed due to the construction work of the subject contract only. Full lane width paving or slurry seal is eligible only if required by ordinance or code.
4. The cost of local permits and licenses other than those issued by the Recipient are eligible for ~~DWSRF~~ financing.
5. The approved contingency may not be increased above the approved contingency shown in Table 2. Any unclaimed construction or allowance costs may also be used towards approved construction change orders. The change order approval may not: (1) increase the maximum amount of the financing agreement based on Table 2: Approved Construction Budget, (2) increase the term of the financing agreement, or (3) result in a substantial change in the Project scope.
6. Review of the P and S by the Division is conducted to determine eligibility and administrative compliance with the Policy. Issuance of the FBA does not relieve the Recipient and the design engineer of their legal liability for the adequacy of the design.

EXHIBIT A-FBA – FINAL BUDGET APPROVAL

3 – PROJECT COMPLETION

Project Completion Report

The project completion report shall contain the following:

1. A description of the final constructed project.
2. A description of the water quality or quantity problem the project sought to address.
3. A discussion of the project's likelihood of successfully addressing that water quality or quantity problem in the future, and
4. Summarize compliance with environmental conditions, if applicable.

Project Completion Reporting

1. The recipient must notify the appropriate Division of Drinking Water (DDW) District Office and the Division of Financial Assistance that its project was completed by submitting a Project Completion Report to the Division with a copy to the DDW District Office.
2. The Project Completion Report must be submitted on or before the due date established per Section XIV.B.2 of the ~~DWSRF~~ Policy.

EXHIBIT B – FUNDING AMOUNT

1. Estimated Reasonable Cost. The estimated reasonable cost of the total Project, including associated planning and design costs is four million twenty-eight thousand eight hundred ninety-six dollars and no cents (\$4,028,896.00).
2. Project Financing. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds in the amount of up to four million twenty-eight thousand eight hundred ninety-six dollars and no cents (\$4,028,896.00), all of which is anticipated to be a grant. The estimated amount of principal that will be due to the State Water Board under this Agreement is zero dollars and no cents (\$0.00).
3. Budget costs are contained in the Project Cost Table, which is part of Exhibit A-FBA.
4. The useful life of this Project is at least 30 years.

EXHIBIT C – RESERVED

EXHIBIT D – SPECIAL CONDITIONS

Recipient acknowledges and agrees to the following special conditions:

**Technical:**

1. If deemed necessary, the Recipient shall submit a water supply permit/permit amendment application to the Division of Drinking Water Tulare District Office prior to operation of the new distribution system and/or storage tank.
2. Recipient shall implement volumetric pricing and begin charging volumetric rates no later than one year following the project completion date.

**Environmental:**

1. Recipient shall implement the Action Items identified in the letter titled Response to Comments, Project Design Recommendations for Phase 1 of Seville and Yettem Water System Improvements Project, Tulare County, California, dated February 21, 2018.
2. If archaeological features or materials are unearthed during any phase of project activities, all work in the immediate vicinity of the find shall halt until Recipient has contacted the Division and the significance of the resource has been evaluated. Any mitigation measures that may be deemed necessary must have the approval of the Division, and shall be implemented, pursuant to the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, 48 CFR 44716, by a qualified archaeologist representing the Recipient prior to the resumption of construction activities.
3. If human remains are exposed by activity related to the Project, the Recipient must comply with California State Health and Safety Code, Section 7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to California Public Resources Code, Section 5097.98.

EXHIBIT E – RESERVED



EXHIBIT F – RESERVED

EXHIBIT G – RESERVED

## EXHIBIT H – COMPLIANCE WITH CROSS-CUTTING STATE AUTHORITIES

Recipient represents that complies with the following conditions precedent and shall continue to maintain compliance:

(a) Monthly Water Diversion Reporting

If Recipient is a water diverter, Recipient must maintain compliance with Water Code section 5103, subdivision (e)(2)(A) by submitting monthly diversion reports to the Division of Water Rights of the State Water Resources Control Board.

(b) Public Works Contractor Registration with Department Of Industrial Relations

To bid for public works contracts, Recipient and Recipient's subcontractors must register with the Department of Industrial Relations as required by Labor Code sections 1725.5 and 1771.1.

(c) Volumetric Pricing & Water Meters

If Recipient is an "urban water supplier" as defined by Water Code section 10617, Recipient must charge each customer for actual water volume measured by water meter according to the requirements of Water Code sections 526 and 527. Section 527 further requires that such suppliers not subject to section 526 install water meters on all municipal and industrial service connections within their service area by 2025.

(d) Urban Water Management Plan

If Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.

(e) Urban Water Demand Management

If Recipient is an "urban water supplier" as defined by Water Code section 10617, Recipient must comply with water conservation measures established by SBx7-7. (Water Code, Sec. 10608.56.)

(f) Delta Plan Consistency Findings

If Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, Recipient must submit certification of project consistency with the Delta Plan to the Delta Stewardship Council according to the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

(g) Agricultural Water Management Plan Consistency

If Recipient is an agricultural water supplier as defined by Water Code section 10608.12, Recipient must comply with Agricultural Water Management Planning requirements as mandated by Water Code section 10852.

(h) Charter City Project Labor Requirements

If Recipient is a charter city as defined in Labor Code section 1782, subdivision (d)(2), Recipient will comply with the requirements of Labor Code section 1782 and Public Contract Code section 2503 as discussed in the following subparts (1) and (2).

EXHIBIT H – COMPLIANCE WITH CROSS-CUTTING STATE AUTHORITIES

(1) Prevailing Wage

Recipient certifies that it is eligible for state funding assistance notwithstanding Labor Code section 1782.

Specifically Recipient certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with Labor Code's prevailing wage rate requirements, nor, within the prior two years (starting from January 1, 2015 or after) has the city awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782.

(2) Labor Agreements

Recipient certifies that no charter provision, initiative, or ordinance limits or constrains the city's authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that Recipient is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503.

Recording Requested  
by and Return to:

Tulare County LAFCO  
210 N Church St., Ste B  
Visalia, CA 93291  
(559)-623-0450

COPY of Document Recorded  
10-Jan-2019 2019-0001362  
Has not been compared with  
original  
TULARE COUNTY RECORDER

### CERTIFICATE OF COMPLETION

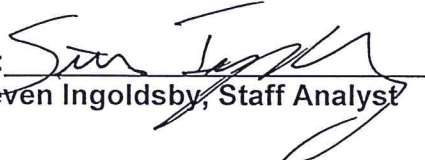
*Pursuant to Government Code §57200 - §57203, this Certificate of Completion is hereby issued by the Executive Officer of the Tulare County Local Agency Formation Commission, State of California.*

1. **Short Title:** LAFCO Case No. 1535, Yettem-Seville CSD Formation
2. **Case Number:** LAFCO Case #1535
3. **Type of Change:** Reorganization
4. **The name of each city or special district involved in this change and the type of change are as follows:**  
  
**City/Special District:** Yettem-Seville Community Services District (formation)
5. **The above listed special district is principally located in:** Tulare County
6. **The affected territory is inhabited**
7. **A description of the boundaries of the above-cited reorganization is shown on the map and legal description attached to the accompanying resolution 18-005 and by reference incorporated herein.**
8. **This reorganization has been approved subject to the following terms and conditions:**
  - A.) The formation of the Yettem-Seville CSD is contingent upon a successful Proposition 218 passage which provides adequate financing for the district by November 5, 2019. If the new water rates are passed prior to the election for the formation of the Yettem-Seville CSD, the CSD shall inherit those rates.
  - B.) The formation of the Yettem-Seville CSD is contingent upon a successful election. Following a successful election, a Certificate of Completion will be filed for the formation of the Yettem-Seville CSD.
  - C.) Following a successful election and the completion of the water system upgrades, Tulare County shall assign its assets, liabilities and debts pertaining to the water systems to the Yettem-Seville CSD. The member agency resolutions assigning the assets and liabilities must be provided to LAFCO.

- D.) The County must create a new parcel or amend an existing parcel such that the well site is located on its own parcel.
  - E.) The County must provide a map and legal description completed to the Board of Equalization (BOE) specifications for the approved boundary of the Yettem-Seville CSD prior to the recording of the Certificate of Completion.
  - F.) The County must provide the required filing fee for the Statement of Boundary Change that is to be submitted to the BOE if it is determined that a BOE filing is needed.
  - G.) The applicant shall provide a signed Indemnification Agreement per Tulare County LAFCO policy prior to the recording of the Certificate of Completion.
9. The resolution ordering this reorganization with election was adopted on May 2, 2018.
10. The effective date of the reorganization is December 4, 2018, the date of the final canvass of election.

I hereby certify that the above action is in compliance with Tulare County LAFCO Resolution Number 18-005 adopted on May 2, 2018 (see attached).

Benjamin Giuliani, Executive Officer  
Tulare County Local Agency Formation Commission

By:   
Steven Ingoldsby, Staff Analyst

Date: 1/9/2019

BEFORE THE LOCAL AGENCY FORMATION COMMISSION  
OF THE  
COUNTY OF TULARE, STATE OF CALIFORNIA

In the Matter of the Proposed Formation        )  
Of the Yettem-Seville Community Services        )                   RESOLUTION NO. 18-005  
District and SOI, LAFCO Case No. 1535        )

WHEREAS, application has been made to this Commission pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Sections 56000 et seq.) for approval of a proposal for the formation of the Yettem-Seville Community Services District as shown in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, this Commission has read and considered the Resolution of Application and application materials, the report of the County Surveyor, and the report, and recommendations of the Executive Officer, all of which documents and materials are incorporated by reference herein; and

WHEREAS, on May 2, 2018 this Commission heard, received, and considered testimony, comments, recommendations and reports from all persons present and desiring to be heard concerning this matter.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED as follows:

1. The information, material and facts set forth in the application, the report of the County Surveyor, and the report of the Executive Officer (including any

corrections) have been received and considered in accordance with Government Code Section 56668. Said documents contained in the record affecting this matter are incorporated by reference herein.

2. The Commission hereby finds that said formation of Yetttem-Seville CSD and SOI will not have a significant effect on the environment, and is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15320, "Changes in Organization of Local Agencies" and General Rule Exemption authorized by 14 California Code Regulations Section 15061, subdivision (b)(3).

3. The Commission has reviewed and considered, in accordance with Government Code Section 56668, the information, materials and facts presented by the following persons who appeared at the public hearing and commented on the proposal:

Lupe Valdez, property owner

Ross Miller, County of Tulare

4. All notices required by law have been given and all proceedings heretofore and now taken in this matter have been and now are in all respects as required by law.

5. Based upon the evidence and information on the record before it, the Commission makes the following findings of fact:

- a. The amended proposal is for the formation of a Community Services District consisting of approximately 299.2 acres of land.
- b. More than 12 registered voters reside in the affected territory and not all of the property owners have provided consent to formation.



- c. The formation of the Yettem-Seville CSD is subject to confirmation by election of registered voters within the approved boundaries if there is not a majority protest.

6. Based upon the evidence and information on the record before it and the findings of fact made above, the Commission makes the following determinations:

- a. The boundaries of the proposed reorganization are definite and certain and conform to lines of assessment.
- b. The formation of the Yettem-Seville CSD will provide a more efficient means of governance and provision of domestic water services to the communities of Yettem and Seville.
- c. For the Yettem-Seville CSD to be viable the assets and liabilities held by Tulare County must be transferred to the Yettem-Seville CSD.
- e. The Yettem-Seville CSD will be funded by water rates that are subject to a Proposition 218 passage.
- f. The amended proposal would make the proposed boundaries more in line with existing Hamlet Development Boundaries and Zones of Benefit. This modification of boundaries would have no effect on existing domestic water service or the environmental determination for this project.
- g. The provision of domestic water will initially be the lone active service of the Yettem-Seville CSD. The other services permitted to CSDs as listed in GC section 61100 will be latent powers. The activation of latent powers by the CSD would require additional Commission approval pursuant to GC sections 61106 and 56824.10.
- h. This proposal is in compliance with the policies and priorities of Section 56377 of the Cortese-Knox-Hertzberg Act.

7. The Commission hereby orders the conditional formation of the Yettem-Seville CSD subject to the confirmation of the registered voters within the approved

boundaries, as shown in Exhibit A, in accordance with Section 57077(a)(1) of the Government Code.

8. The Commission hereby requests that the Tulare County Board of Supervisors direct the Tulare County Registrar of Voters to conduct an election for the formation of the Yettem-Seville CSD and five board members for the CSD to be placed on the November 2018 general election ballot pursuant to Government Code sections 57000(e), 57132 and 61022(c).

- a. The proposed question to be submitted at election pursuant to GC section 57133 is the following: "Shall the order adopted on May 2, 2018 by the Local Agency Formation Commission of Tulare County ordering the formation of the Yettem-Seville Community Services District be confirmed subject to the terms and conditions specified in the order?"

9. The proposed reorganization of the territory described in Exhibit "A" attached hereto, is hereby approved, subject to the following conditions:

- a. The formation of the Yettem-Seville CSD is contingent upon a successful Proposition 218 passage which provides adequate financing for the district by November 5, 2019. If the new water rates are passed prior to the election for the formation of the Yettem-Seville CSD, the CSD shall inherit those rates.
- b. The formation of the Yettem-Seville CSD is contingent upon a successful election. Following a successful election, a Certificate of Completion will be filed for the formation of the Yettem-Seville CSD.
- c. Following a successful election and the completion of the water system upgrades, Tulare County shall assign its assets, liabilities and debts pertaining to the water systems to the Yettem-Seville

CSD. The member agency resolutions assigning the assets and liabilities must be provided to LAFCO.

- d. The County must create a new parcel or amend an existing parcel such that the new well site is located on its own parcel.
- e. The County must provide a map and legal description completed to the Board of Equalization (BOE) specifications for the approved boundary of the Yettem-Seville CSD prior to the recording of the Certificate of Completion.
- f. The County must provide the required filing fee for the Statement of Boundary Change that is to be submitted to the BOE if it is determined that a BOE filing is needed.
- g. The applicant shall provide a signed Indemnification Agreement per Tulare County LAFCO policy prior to the recording of the Certificate of Completion.

10. The following short form designation shall be used throughout these proceedings:

LAFCO Case No. 1535, Yettem-Seville CSD Formation

11. The Executive Officer is hereby authorized and directed to mail certified copies of this resolution as required by law.

12. The Executive Officer is hereby authorized and directed to sign the Notice of Exemption on behalf of the Commission and file said notice with the Tulare County Clerk pursuant to Section 21152 (a) of the Public Resources Code.

13. The Executive Officer is authorized to conduct a protest hearing subsequent to these proceedings and to report to the Commission the results of that hearing for action in accordance with Government Code Section 57000-57120.

The forgoing resolution was adopted upon motion of Commissioner Vander Poel, seconded by Commissioner Ennis, at a regular meeting held on this 2nd day of May 2018, by the following vote:


AYES: Allen, Hamilton, Mendoza, Vander Poel, Ennis (A)

NOES:

ABSTAIN:

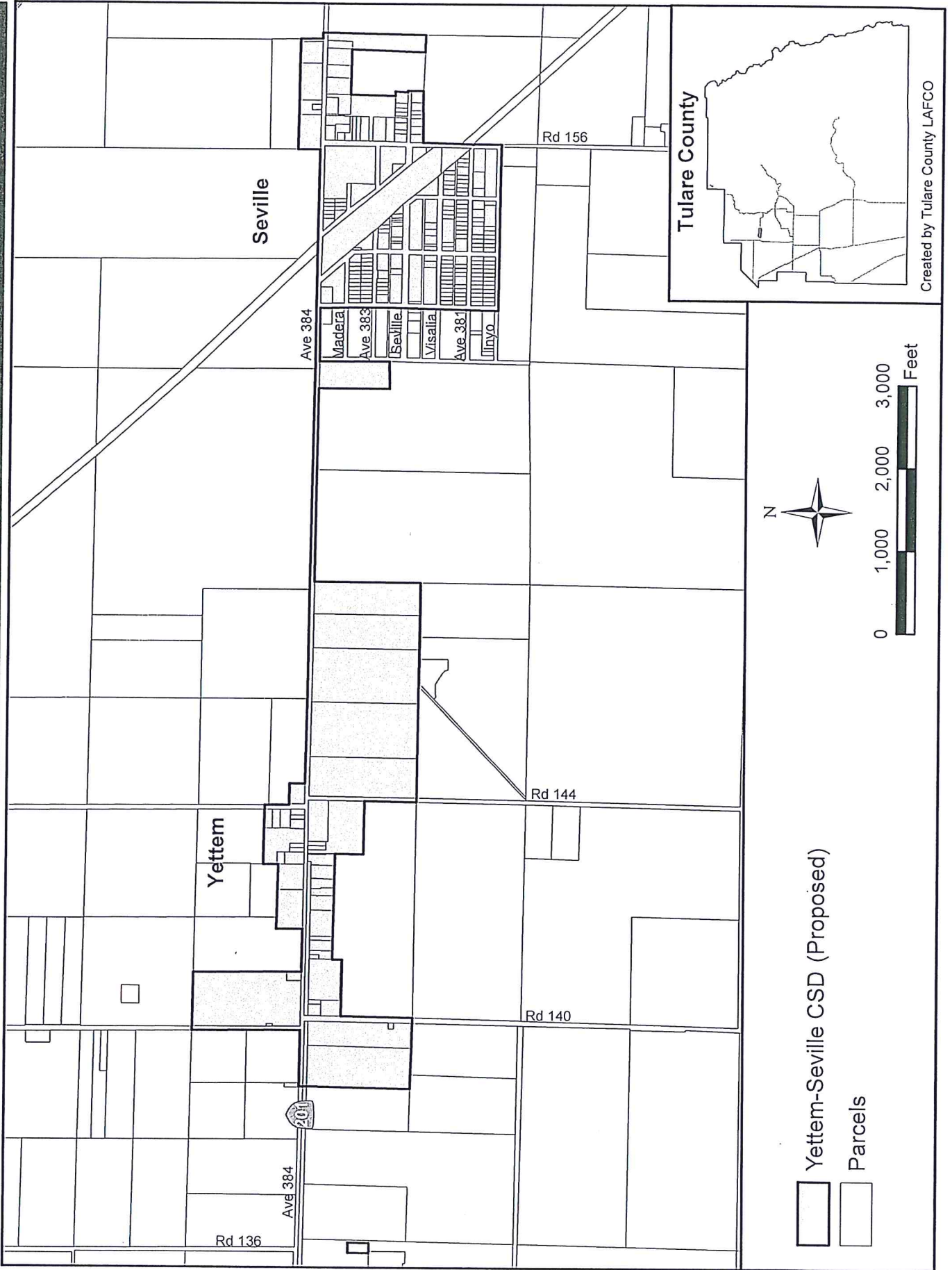
PRESENT:

ABSENT: Worthley, Jones (A), Mederos (A)

  
\_\_\_\_\_  
Ben Giuliani, Executive Officer

si

# Yettem-Seville Community Services District (Proposed)



BEFORE THE LOCAL AGENCY FORMATION COMMISSION  
OF THE  
COUNTY OF TULARE, STATE OF CALIFORNIA

In the Matter of the Protest Hearing for LAFCO )  
Case No. 1535 Yettem-Seville Community ) RESOLUTION NO. 18-006  
Services District )

WHEREAS, this action is being taken pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Sections 56000 et seq.); and,

WHEREAS, the Local Agency Formation Commission of County of Tulare adopted Resolution No. 18-005 on May 2, 2018, making determinations and approving the proposed reorganization described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the formation was determined to be inhabited, meaning that there are 12 or more registered voters residing in the territory of the district formation. Therefore, the protest rules set forth in Government Code Sections 57075(a) and 57078(b) shall apply; and

WHEREAS, a public hearing on this formation was called for and held by the Executive Officer of this Commission on June 4, 2018 at the time and place for which notice was given; and

WHEREAS, written protests were filed and not withdrawn by registered voters representing zero percent of the total number of registered voters within the formation area; and

WHEREAS, pursuant to Government Code section 61014(e)(2) if written protests have been filed and not withdrawn by less than a majority of the registered voters who reside within the affected territory, the Commission shall order the formation subject to the approval by the voters.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED as follows:

1. The change of organization referred to as LAFCO Case No. 1535 Yettem-Seville Community Services District Formation is hereby ordered subject to the approval by the voters.

The foregoing resolution was adopted upon motion of Commissioner Worthley and seconded by Commissioner Mendoza, at a regular meeting held on this 6th day of June, 2018, by the following vote:


AYES: Allen, Hamilton, Worthley, Mendoza, and Vander Poel

NOES:

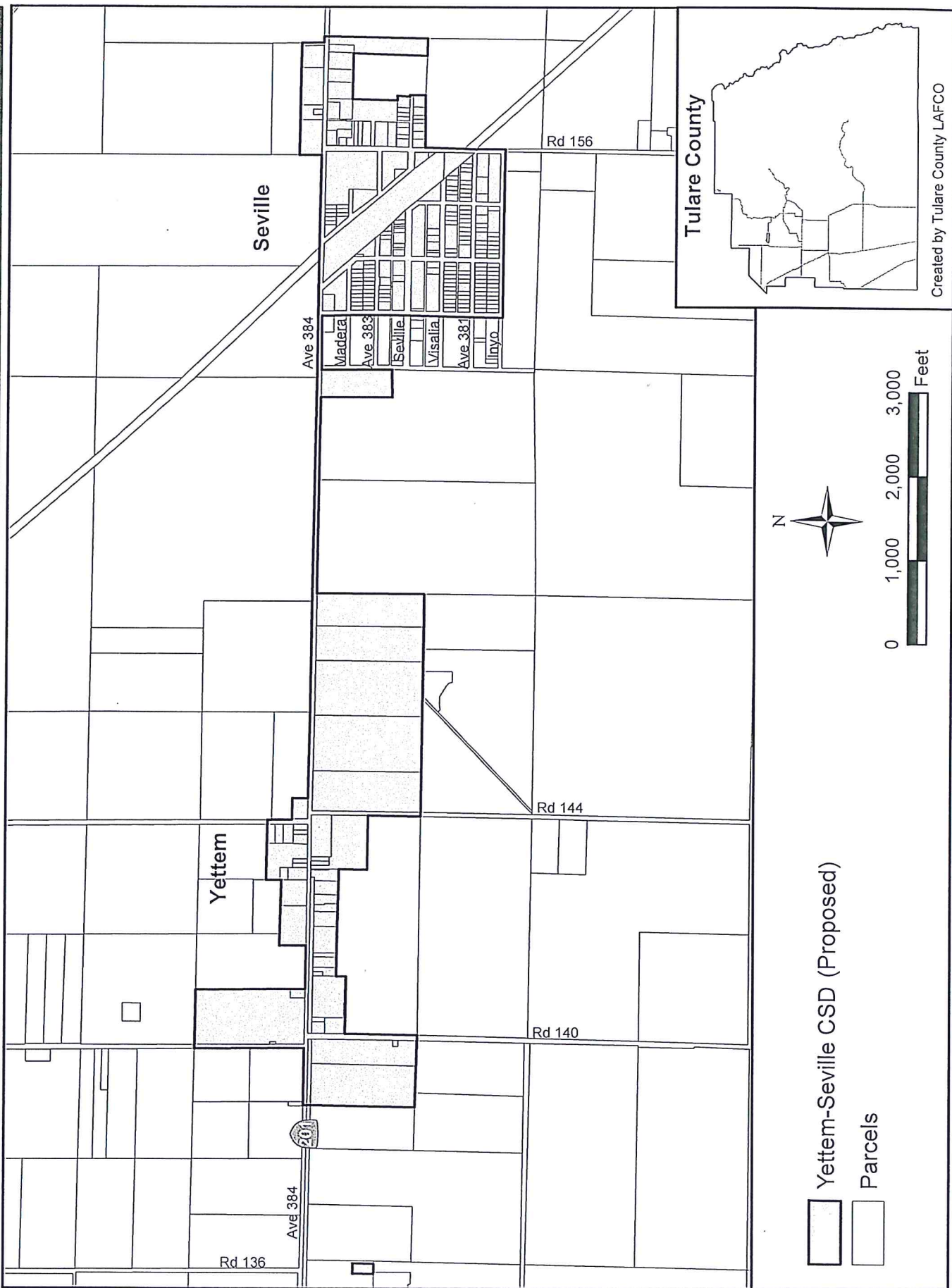
ABSTAIN:

PRESENT: Mederos (A)

ABSENT: Ennis (A), and Jones (A)

  
\_\_\_\_\_  
Benjamin Giuliani, Executive Officer

# Yettem-Seville Community Services District (Proposed)



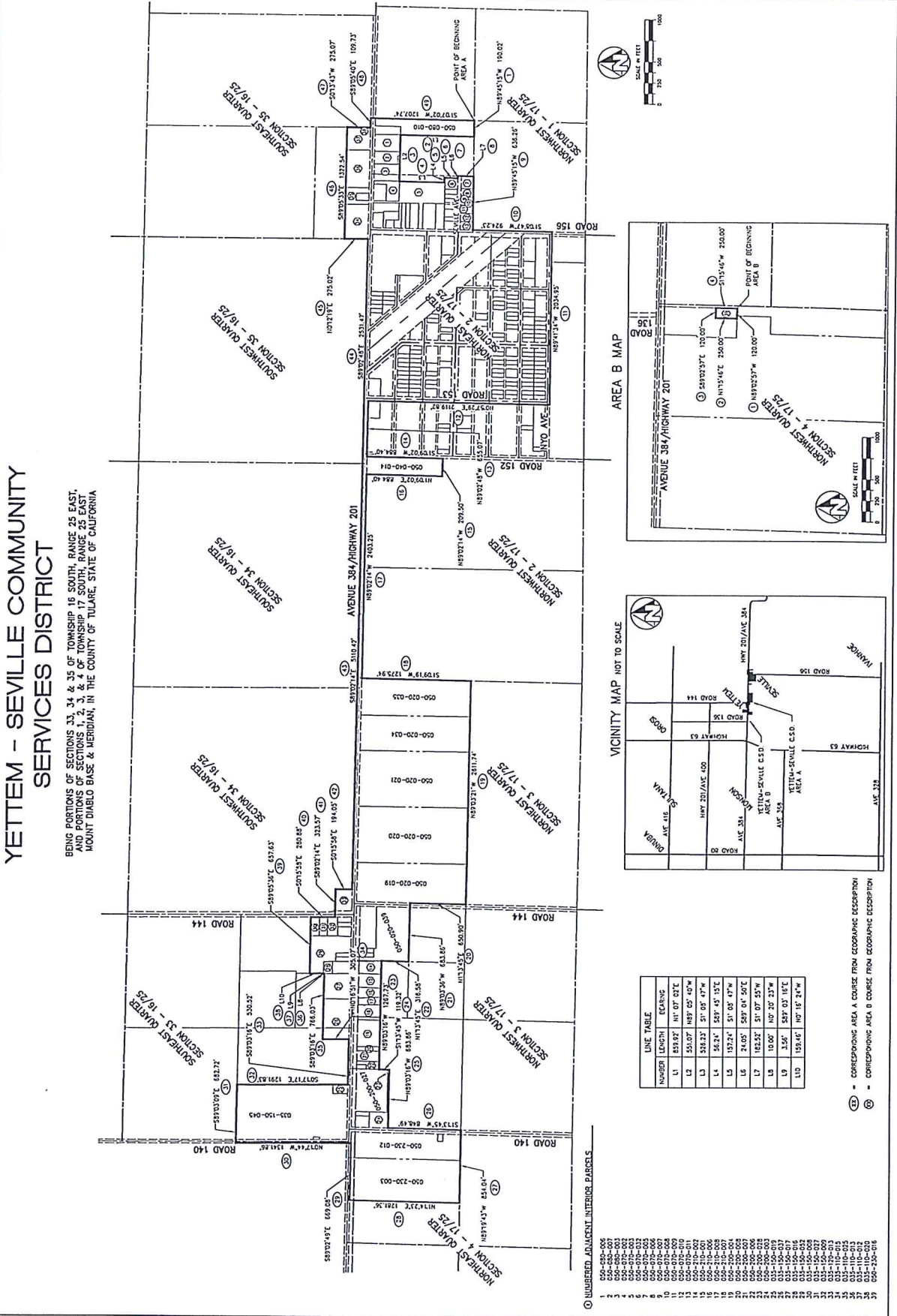


# YETTEM - SEVILLE COMMUNITY SERVICES DISTRICT

BEING PORTIONS OF SECTIONS 33, 34 & 35 OF TOWNSHIP 16 SOUTH, RANGE 25 EAST,  
AND PORTIONS OF SECTIONS 1, 2, 3, & 4 OF TOWNSHIP 17 SOUTH, RANGE 25 EAST,  
MOUNT DIABLO BASE & MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA

**PROVOST & ASSOCIATES**  
CONSULTING ENGINEERS  
1200 N. GARDEN AVENUE, SUITE 200  
TULARE, CALIFORNIA 93204  
TEL: 559-325-1234  
FAX: 559-325-1235  
DATE: 11/15/2012  
DRAWN BY: J. SMITH  
CHECKED BY: M. JONES  
SCALE: AS SHOWN

**YETTEM - SEVILLE COMMUNITY SERVICES DISTRICT**  
DISTRICT REPRESENTATION  
COUNTY OF TULARE, STATE OF CALIFORNIA



36 050-050-000  
35 050-050-001  
34 050-050-002  
33 050-050-003  
32 050-050-004  
31 050-050-005  
30 050-050-006  
29 050-050-007  
28 050-050-008  
27 050-050-009  
26 050-050-010  
25 050-050-011  
24 050-050-012  
23 050-050-013  
22 050-050-014  
21 050-050-015  
20 050-050-016  
19 050-050-017  
18 050-050-018  
17 050-050-019  
16 050-050-020  
15 050-050-021  
14 050-050-022  
13 050-050-023  
12 050-050-024  
11 050-050-025  
10 050-050-026  
9 050-050-027  
8 050-050-028  
7 050-050-029  
6 050-050-030  
5 050-050-031  
4 050-050-032  
3 050-050-033  
2 050-050-034  
1 050-050-035

**YETTEM - SEVILLE COMMUNITY SERVICES DISTRICT**  
**GEOGRAPHIC DESCRIPTION**

All that certain real property, situate in Sections 33, 34, and 35, Township 16 South, Range 25 East, and in Section 1, 2, 3, and 4, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as Areas A and B as follows:

**Area A:**

Beginning at the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, Township 17 South, Range 25 East, Mount Diablo Base and Meridian; thence

- 1) North 89°45'15" West, along the South line of said Northwest quarter of the Northwest quarter of Section 1, a distance of 190.02 feet to the Southwest corner of that parcel shown as Area 2 on the Record of Survey recorded in Volume 33 of Licensed Surveys at Page 44, Tulare County Records; thence
- 2) North 1°07'02" East, along the West line of said Area 2, a distance of 859.92 feet to the South line of the North 325.00 feet of said Northwest quarter of Section 1; thence
- 3) North 89°05'40" West, parallel with the North line of said Section 1, a distance of 551.07 feet to the East line of the West 580.86 feet of said Northwest quarter of Section 1; thence
- 4) South 1°08'47" West, parallel with the West line of said Section 1, a distance of 526.23 feet to the North line of the South 340.00 feet of said Northwest quarter of Section 1; thence
- 5) South 89°45'15" East, parallel with the South line of the Northwest quarter of the Northwest quarter of said Section 1, a distance of 56.24 feet; thence
- 6) South 1°08'47" West, parallel with the West line of said Section 1, a distance of 157.24 feet, more or less, to the North right of way line of Seville Avenue; thence
- 7) South 89°04'50" East, along said North right of way line, 24.05 feet to the East line of the West half of the Northwest quarter of the Northwest quarter of said Section 1; thence
- 8) South 1°07'55" West, along last said East line, 182.52 feet to the South line of the Northwest quarter of the Northwest quarter of said Section 1; thence
- 9) North 89°45'15" West, along the South line of the Northwest quarter of the Northwest quarter of said Section 1, a distance of 636.26 feet to the East right of way line of Road 156; thence
- 10) South 1°08'47" West, along said East right of way line, 924.23 feet to the Easterly prolongation of the South right of way line of Inyo Avenue; thence

- 11) North 89°41'34" West, along said prolongation and continuing along the South right of way line of Inyo Avenue, 2034.95 feet to the West right of way line of Road 153; thence
- 12) North 0°57'29" East, along the West right of way line of Road 153, a distance of 2119.82 feet to the South right of way line of State Highway 201; thence
- 13) North 89°02'48" West, along the South right of way line of State Highway 201, a distance of 655.07 feet to the West right of way line of Road 152; thence
- 14) South 1°09'02" West, along the West right of way line of Road 152, a distance of 884.40 feet to the South line of the North 909.40 feet of the East half of the Northwest quarter of Section 2, Township 17 South, Range 25 East, Mount Diablo Base and Meridian; thence
- 15) North 89°02'14" West, parallel with the North line of said Section 2, a distance of 209.50 feet to the West line of the East 239.50 feet of the East half of the Northwest quarter of said Section 2; thence
- 16) North 1°09'02" East, parallel with the East line of the Northwest quarter of said Section 2, a distance of 884.40 feet to the South right of way line of State Highway 201; thence
- 17) North 89°02'14" West, along said South right of way line, 2403.25 feet to the East line of the Northeast quarter of Section 3, Township 17 South, Range 25 East, Mount Diablo Base and Meridian; thence
- 18) South 1°09'19" West, along the East line of the Northeast quarter of said Section 3, a distance of 1275.94 feet to the South line of the North half of the Northeast quarter of said Section 3; thence
- 19) North 89°03'21" West, along the South line of the North half of the Northeast quarter of said Section 3, a distance of 2611.74 feet to the East right of way line of Road 144; thence
- 20) North 1°13'45" East, along the East right of way line of Road 144, a distance of 650.90 feet to the Easterly prolongation of the South line of the Northeast quarter of the Northeast quarter of the Northwest quarter of said Section 3; thence
- 21) North 89°03'36" West, along said prolongation and continuing along said South line, 683.86 feet to the Southwest corner of the Northeast quarter of the Northeast quarter of the Northwest quarter of said Section 3; thence
- 22) North 1°13'45" East, along the West line of the Northeast quarter of the Northeast quarter of the Northwest quarter of said Section 3, a distance of 316.58 feet to the South line of the North half of Lot 6 of Adam's Vineyard Tract, according to the map thereof recorded in Book 15 of Maps at Page 38, Tulare County Records; thence

- 23) North  $89^{\circ}03'16''$  West, along the South line of the North half of said Lot 6 and continuing along the South line of the North half of Lot 7 of said Adam's Vineyard Tract, a distance of 1267.73 feet to the East line of the West 709.70 feet of the Northwest quarter of said Section 3; thence
- 24) South  $1^{\circ}13'45''$  West, parallel with the West line of said Section 3, a distance of 119.32 feet to the South line of the North 453.70 feet of the Northwest quarter of said Section 3; thence
- 25) North  $89^{\circ}03'16''$  West, parallel with the North line of said Section 3, a distance of 683.86 feet to the East right of way line of Road 140; thence
- 26) South  $1^{\circ}13'45''$  West, along the East right of way line of Road 140, a distance of 848.49 feet to the Easterly prolongation of the South line of the Northeast quarter of the Northeast quarter of Section 4, Township 17 South, Range 25 East, Mount Diablo Base and Meridian; thence
- 27) North  $89^{\circ}19'43''$  West, along said prolongation and continuing along said South line, 854.04 feet to the West line of the East half of the East half of the West half of the Northeast quarter of the Northeast quarter of said Section 4; thence
- 28) North  $1^{\circ}14'23''$  East, along the West line of the East half of the East half of the West half of the Northeast quarter of the Northeast quarter of said Section 4, a distance of 1281.36 feet to the South right of way line of State Highway 201; thence
- 29) South  $89^{\circ}02'49''$  East, along the South right of way line of State Highway 201, a distance of 669.08 feet to the Southerly prolongation of the West right of way line of Road 140; thence
- 30) North  $0^{\circ}17'44''$  West, along said prolongation and continuing along said West right of way line, 1341.86 feet to the Westerly prolongation of the North line of the Southwest quarter of the Southeast quarter of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian; thence
- 31) South  $89^{\circ}03'09''$  East, along said prolongation and continuing along said North line, 682.72 feet to the East line of the West half of the Southwest quarter of the Southeast quarter of said Section 33; thence
- 32) South  $0^{\circ}17'17''$  East, along the East line of the West half of the Southwest quarter of the Southeast quarter of said Section 33, a distance of 1291.83 feet to the North right of way line of State Highway 201; thence
- 33) South  $89^{\circ}03'16''$  East, along the North right of way line of State Highway 201, a distance of 530.52 feet to the West line of the Yетtem School parcel; thence

- 34) North  $0^{\circ}16'51''$  West, along said West line, 305.07 feet to the North line of the South 330.00 feet of the Southeast quarter of said Section 33; thence
- 35) South  $89^{\circ}03'16''$  East, parallel with the South line of said Section 33, and along the South line of that parcel described in the Grant Deed recorded as Document 90-82592, Official Records of Tulare County, a distance of 766.03 feet; thence continuing along the boundary of said parcel the following three course:
  - 36) North  $0^{\circ}20'23''$  West, 10.00 feet; thence
  - 37) South  $89^{\circ}03'16''$  East, 3.56 feet; thence
  - 38) North  $0^{\circ}16'24''$  West, 159.46 feet to the Northwest corner of that parcel described in the Grant Deed recorded as Document 2014-0065804, Official Records of Tulare County; thence
- 39) South  $89^{\circ}05'36''$  East, along the North line of last said parcel, and the Easterly prolongation thereof, 657.63 feet to the West right of way line of Road 144; thence
- 40) South  $0^{\circ}15'58''$  East, along the West right of way line of Road 144, a distance of 280.88 feet to the Westerly prolongation of the North line of the South 219.00 feet of the Southwest quarter of Section 34, Township 16 South, Range 25 East, Mount Diablo Base and Meridian; thence
- 41) South  $89^{\circ}02'14''$  East, parallel with the South line of said Section 34, a distance of 323.57 feet to a point on the East line of the West 293.50 feet of the Southwest quarter of said Section 34; thence
- 42) South  $0^{\circ}15'58''$  East, parallel with the West line of the Southwest quarter of said Section 34, a distance of 194.05 feet to the North right of way line of State Highway 201; thence
- 43) South  $89^{\circ}02'14''$  East, along the North right of way line of State Highway 201, a distance of 5110.42 feet to the Northerly prolongation of the East line of the Northwest quarter of said Section 2; thence
- 44) South  $89^{\circ}02'48''$  East, continuing along the North right of way line of State Highway 201, a distance of 2531.47 feet to the West line of the Southeast quarter of Section 35, Township 16 South, Range 25 East, Mount Diablo Base and Meridian; thence
- 45) North  $0^{\circ}12'19''$  East, along the West line of the Southeast quarter of said Section 35, a distance of 275.02 feet to the North line of the South 300.00 feet of the Southwest quarter of the Southeast quarter of said Section 35; thence
- 46) South  $89^{\circ}05'33''$  East, parallel with the South line of the Southeast quarter of said Section 35, a distance of 1322.54 feet to the East line of the Southwest quarter of the Southeast quarter of said Section 35; thence

- 47) South 0°13'43" West, along the East line of the Southwest quarter of the Southeast quarter of said Section 35, a distance of 275.07 feet to the North right of way line of State Highway 201; thence
- 48) South 89°05'40" East, along the North right of way line of State Highway 201, a distance of 109.73 feet to the Northerly prolongation of the East line of the Northwest quarter of the Northwest quarter of said Section 1; thence
- 49) South 1°07'02" West, along said prolongation and continuing along said East line, 1207.74 feet to the POINT OF BEGINNING.

**Area B:**

Beginning at a point on the South line of Parcel 1 of Parcel Map No. 1415, as recorded in Book 15 of Parcel Maps at Page 16, Tulare County Records, said point lying 30.00 feet West of the Southeast corner of said Parcel 1; thence

North 89°02'57" West, along said South line, 120.00 feet; thence

North 1°15'46" East, parallel with the East line of said Parcel 1, a distance of 250.00 feet; thence

South 89°02'57" East, parallel with said South line, 120.00 feet; thence

South 1°15'46" West, parallel with said East line, 250.00 feet to the POINT OF BEGINNING.

Area A containing 310.76 acres.

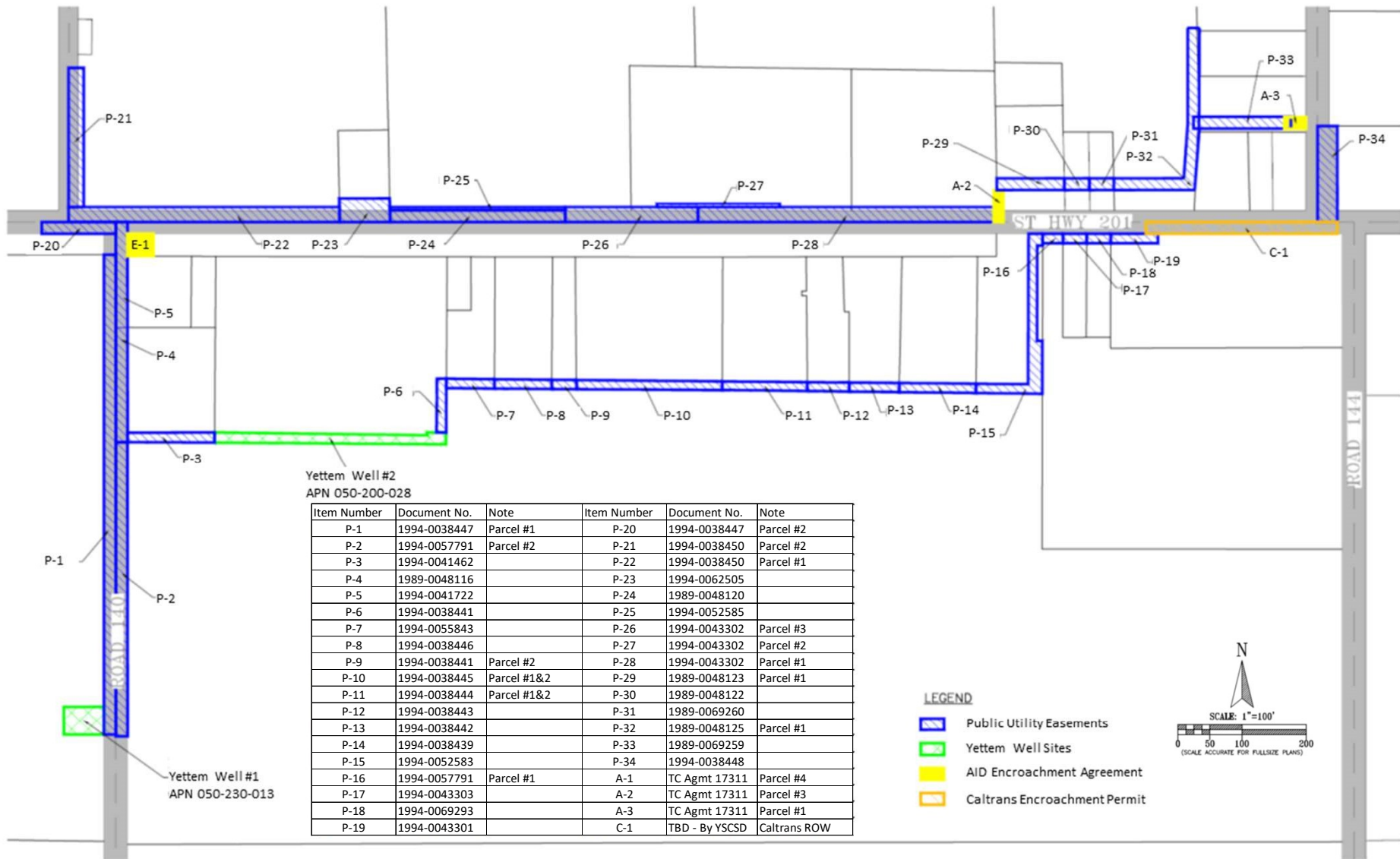
Area B containing 0.69 acres.

**Combined Area: 311.45 acres.**

**END OF DESCRIPTION**

*For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.*

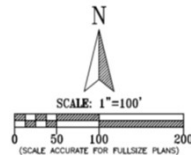




Item Number	Document No.	Note	Item Number	Document No.	Note
P-1	1994-0038447	Parcel #1	P-20	1994-0038447	Parcel #2
P-2	1994-0057791	Parcel #2	P-21	1994-0038450	Parcel #2
P-3	1994-0041462		P-22	1994-0038450	Parcel #1
P-4	1989-0048116		P-23	1994-0062505	
P-5	1994-0041722		P-24	1989-0048120	
P-6	1994-0038441		P-25	1994-0052585	
P-7	1994-0055843		P-26	1994-0043302	Parcel #3
P-8	1994-0038446		P-27	1994-0043302	Parcel #2
P-9	1994-0038441	Parcel #2	P-28	1994-0043302	Parcel #1
P-10	1994-0038445	Parcel #1&2	P-29	1989-0048123	Parcel #1
P-11	1994-0038444	Parcel #1&2	P-30	1989-0048122	
P-12	1994-0038443		P-31	1989-0069260	
P-13	1994-0038442		P-32	1989-0048125	Parcel #1
P-14	1994-0038439		P-33	1989-0069259	
P-15	1994-0052583		P-34	1994-0038448	
P-16	1994-0057791	Parcel #1	A-1	TC Agmt 17311	Parcel #4
P-17	1994-0043303		A-2	TC Agmt 17311	Parcel #3
P-18	1994-0069293		A-3	TC Agmt 17311	Parcel #1
P-19	1994-0043301		C-1	TBD - By YSCSD	Caltrans ROW

**LEGEND**



- Public Utility Easements
- Yettem Well Sites
- AID Encroachment Agreement
- Caltrans Encroachment Permit

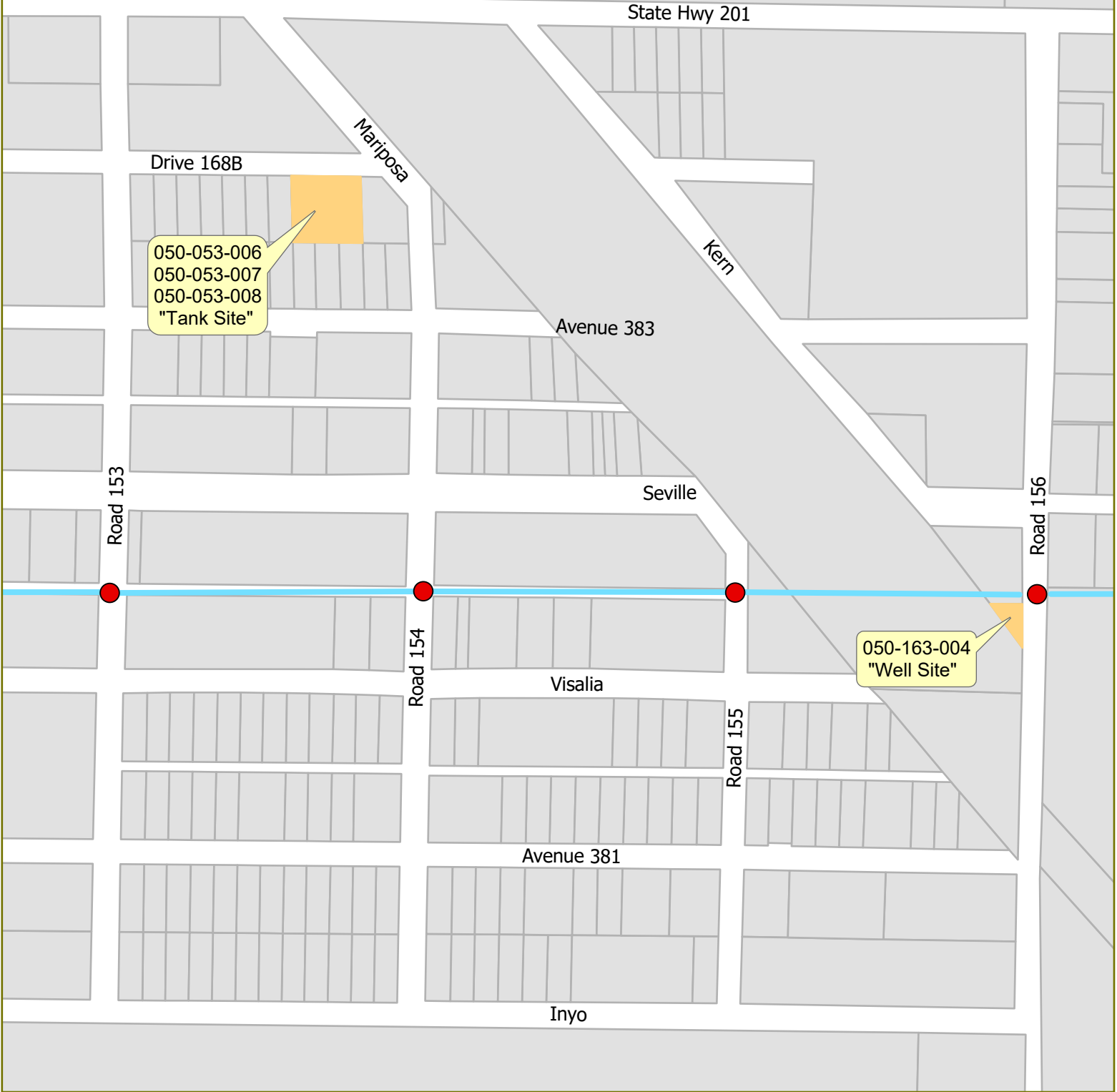


<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>No.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	No.	DATE	DESCRIPTION										<p>SCALE 1"=100'</p> <p>DIVISION    -</p> <p>JOB NO.     -</p> <p>DESIGNED   -</p> <p>DRAWN       -</p> <p>CHECKED    -</p> <p>FILE YETTEM_PARCELS.DWG</p> <p>DATE        -</p> <p>SHEET No.   -</p> <p style="text-align: center;">1</p> <p style="text-align: center;">OF</p>
No.	DATE	DESCRIPTION											
<p>COUNTY OF TULARE RESOURCE MANAGEMENT AGENCY 5861 SOUTH MOONEY BLVD. VISALIA, CA 93277 (559)824-7000 WWW.TULARECOUNTY.CA.GOV/RMA</p>													
<p>YETTEM EASEMENTS <b>YETTEM AND SEVILLE</b> TULARE COUNTY</p>													



# Legend

-  AID Encroachments
-  Sontag Ditch





Recording Requested by:  
County of Tulare,  
Resource Management Agency

**When recorded, mail to:**  
County of Tulare  
Clerk of the Board of Supervisors  
2800 Burrel Street  
Visalia, CA 93291

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

APN 050-163-004  
Road 156  
Seville Well Site

## GRANT DEED

IN ACCORDANCE WITH SECTION 25365 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF TULARE**, GRANTOR, does hereby GRANT to the YETTEM-SEVILLE COMMUNITY SERVICES DISTRICT, a special district established under the Community Services District Law, Government Code § 61000 et seq., GRANTEE, the following described real property situated in the County of Tulare, State of California described as follows:

Lot 4 of Block 16 of Seville Townsite per map recorded in Volume 15 of Maps at Page 4 in the Office of the Recorder of the County of Tulare.

Excepting therefrom the East 28 feet thereof.

Also excepting therefrom that portion of said block which is included within the North 20 feet of the South half of the Northeast quarter of Section 2, Township 17 South, Range 25 East, Mount Diablo Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, as granted by the Midway Land and Investment Company, a corporation, and N. Jiggerian to Alta Irrigation District, by deed dated August 13, 1910, recorded in Book 179 of Deeds at Page 181 in the Office of the Recorder of the County of Tulare.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

GRANTOR:

BY: \_\_\_\_\_  
Pete Vander Poel, Chairman  
Tulare County Board of Supervisors

STATE OF CALIFORNIA )  
COUNTY OF TULARE )

On \_\_\_\_\_, before me \_\_\_\_\_, a Notary  
Public, personally appeared PETE VANDER POEL

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 \_\_\_\_\_

Recording Requested by:  
County of Tulare,  
Resource Management Agency

When recorded, mail to:  
County of Tulare  
Clerk of the Board of Supervisors  
2800 Burrel Street  
Visalia, CA 93291

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

APNs 050-053-006, 007 & 008  
Seville Water Tank Site

## GRANT DEED

IN ACCORDANCE WITH SECTION 25365 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF TULARE**, GRANTOR, does hereby GRANT to the YETTEM-SEVILLE COMMUNITY SERVICES DISTRICT, a special district established under the Community Services District Law, Government Code § 61000 et seq., GRANTEE, the following described real property situated in the County of Tulare, State of California described as follows:

Lot 3, Lot 4, and Lot 5 of Block 5 of Seville Townsite per map recorded in Volume 15 of Maps at Page 4 in the Office of the Recorder of the County of Tulare.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

GRANTOR:

BY: \_\_\_\_\_  
Pete Vander Poel, Chairman  
Tulare County Board of Supervisors

STATE OF CALIFORNIA )  
COUNTY OF TULARE )

On \_\_\_\_\_, before me \_\_\_\_\_, a Notary Public, personally appeared PETE VANDER POEL

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 \_\_\_\_\_

Recording Requested by:  
County of Tulare,  
Resource Management Agency

When recorded, mail to:  
County of Tulare  
Clerk of the Board of Supervisors  
2800 Burrel Street  
Visalia, CA 93291

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

APN 050-230-013  
Road 140  
Yettem Well Site #1

## GRANT DEED

IN ACCORDANCE WITH SECTION 25365 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF TULARE**, GRANTOR, does hereby GRANT to the YETTEM-SEVILLE COMMUNITY SERVICES DISTRICT, a special district established under the Community Services District Law, Government Code § 61000 et seq., GRANTEE, the following described real property situated in the County of Tulare, State of California described as follows:

The West 85 feet of the East 115 feet of the South 60 feet of the North 1095 feet of the Northeast quarter of the Northeast quarter of Section 4, Township 17 South, Range 25 East, Mount Diablo Meridian, in the County of Tulare, State of California.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

GRANTOR:

BY: \_\_\_\_\_  
Pete Vander Poel, Chairman  
Tulare County Board of Supervisors

STATE OF CALIFORNIA )  
COUNTY OF TULARE )

On \_\_\_\_\_, before me \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_

Recording Requested by:  
County of Tulare,  
Resource Management Agency

**When recorded, mail to:**  
County of Tulare  
Clerk of the Board of Supervisors  
2800 Burrel Street  
Visalia, CA 93291

(This space for Recorders use only.)

---

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

APN 050-200-028  
Road 140  
Yettem Well Site #2

## GRANT DEED

IN ACCORDANCE WITH SECTION 25365 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF TULARE**, GRANTOR, does hereby GRANT to the YETTEM-SEVILLE COMMUNITY SERVICES DISTRICT, a special district established under the Community Services District Law, Government Code § 61000 et seq., GRANTEE, the following described real property situated in the County of Tulare, State of California described as follows:

That portion of the Northwest quarter of Section 3, Township 17 South, Range 25 East, Mount Diablo Meridian, in the County of Tulare, State of California, more particularly described as follows:

Commencing at a point on the North line of the said Northwest quarter, said point being 208.70 feet East of the Northwest corner of said Section 3;

Thence South parallel with the West line of said Section 3 a distance of 433.70 feet to the True Point of Beginning;

Thence East a distance of 461.00 feet;

Thence North along a line parallel with said West line a distance of 5.00 feet;

Thence East a distance of 40.00 feet;

Thence South parallel with said West line a distance of 25.00 feet;

Thence West a distance of 501.00 feet to a point which lies 208.70 feet East of said West line;

Thence North parallel with said West line a distance of 20.00 feet to the True Point of Beginning.

//  
//  
//  
//  
//

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

GRANTOR:

BY: \_\_\_\_\_  
Pete Vander Poel, Chairman  
Tulare County Board of Supervisors

STATE OF CALIFORNIA )  
COUNTY OF TULARE )

On \_\_\_\_\_, before me \_\_\_\_\_, a Notary  
Public, personally appeared \_\_\_\_\_

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_

Recording Requested by:  
County of Tulare,  
Resource Management Agency

When recorded, mail to:  
County of Tulare  
Clerk of the Board of Supervisors  
2800 Burrel Street  
Visalia, CA 93291

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

Community of Yettem  
Water System Easements

## ASSIGNMENT OF EASEMENT RIGHTS

THIS ASSIGNMENT OF EASEMENT RIGHTS (“Assignment”), dated this \_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), is by the COUNTY of TULARE (“Assignor”) to the YETTEM-SEVILLE COMMUNITY SERVICES DISTRICT, a special district formed under the laws of the State of California (“Assignee”).

### RECITALS

A. Assignor owns and operates a community water system in the Community of Yettem (the “Yettem Water System”) as a Zone of Benefit in County Service Area #1, formed under the County Service Area Law, Government Code Section 25210 et seq. Assignor acquired thirty-four (34) Utility Easements (the “Utility Easements”) which are used by the Yettem Water System as depicted in Exhibit A (therein described as the “Public Utility Easements”) and incorporated herein by reference. The legal descriptions of the easements are provided in Exhibits B-1 through B-28 and incorporated herein; and

B. Assignee is a Community Services District established under the Community Services District Law, Government Code Section 61000 et seq., to provide water service to the communities of Yettem and Seville. Assignee’s boundary fully encompasses the Yettem Water System boundary; and

C. Assignor and Assignee have determined that it is in the best interests of the public for the Assignor to assign and transfer to Assignee, non-exclusive interest, rights and obligations in and under the Easement for Utilities, for the purposes of water utility facilities.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment and Assumption of Easement Rights. Assignor hereby assigns, quitclaims, transfers and conveys to Assignee Assignor’s non-exclusive right, title and interest in, to and under each of the several Utility Easements, for the purpose of water utility lines, pipes, appurtenances and other facilities. The Assignee hereby assumes all of Assignor’s obligations and duties under each of the several Utility Easements, to the extent that the obligations and duties relate to water utility lines, pipes,

appurtenances and other facilities owned by Assignee and installed by Assignee and/or Assignor. Assignor retains all other rights under the Utility Easements.

2. Priority of Assignor Facilities. Assignor has other utilities, including sewer lines, located in the above described easement. In the event of an emergency repair to the Assignor's utility the Assignee shall respond within 2 hours and take responsibility for removal and replacement of its facilities. In the event the Assignor determines that there is a conflict or need for relocation or removal of Assignee's facilities, Assignee hereby agrees to promptly remove and/or relocate Assignee's facilities as directed by Assignor. Such removal and/or relocation shall occur as promptly as possible but in no event shall such work be commenced any later than one week following notice from Assignor. In the event that Assignee is unable or unwilling to promptly remove and/or relocate Assignee's facilities, Assignor may remove and/or relocate the facilities and charge the cost thereof to Assignee. Any demand to remove and/or relocate Assignee's facilities shall not be unreasonably issued.

3. Recording/Successors in Interest. This Assignment shall be recorded in the Tulare County Recorder's Office. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Assignment of Easement Rights as of the Effective Date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

GRANTOR:

BY: \_\_\_\_\_  
Pete Vander Poel, Chairman  
Tulare County Board of Supervisors

STATE OF CALIFORNIA )  
COUNTY OF TULARE )

On \_\_\_\_\_, before me \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_

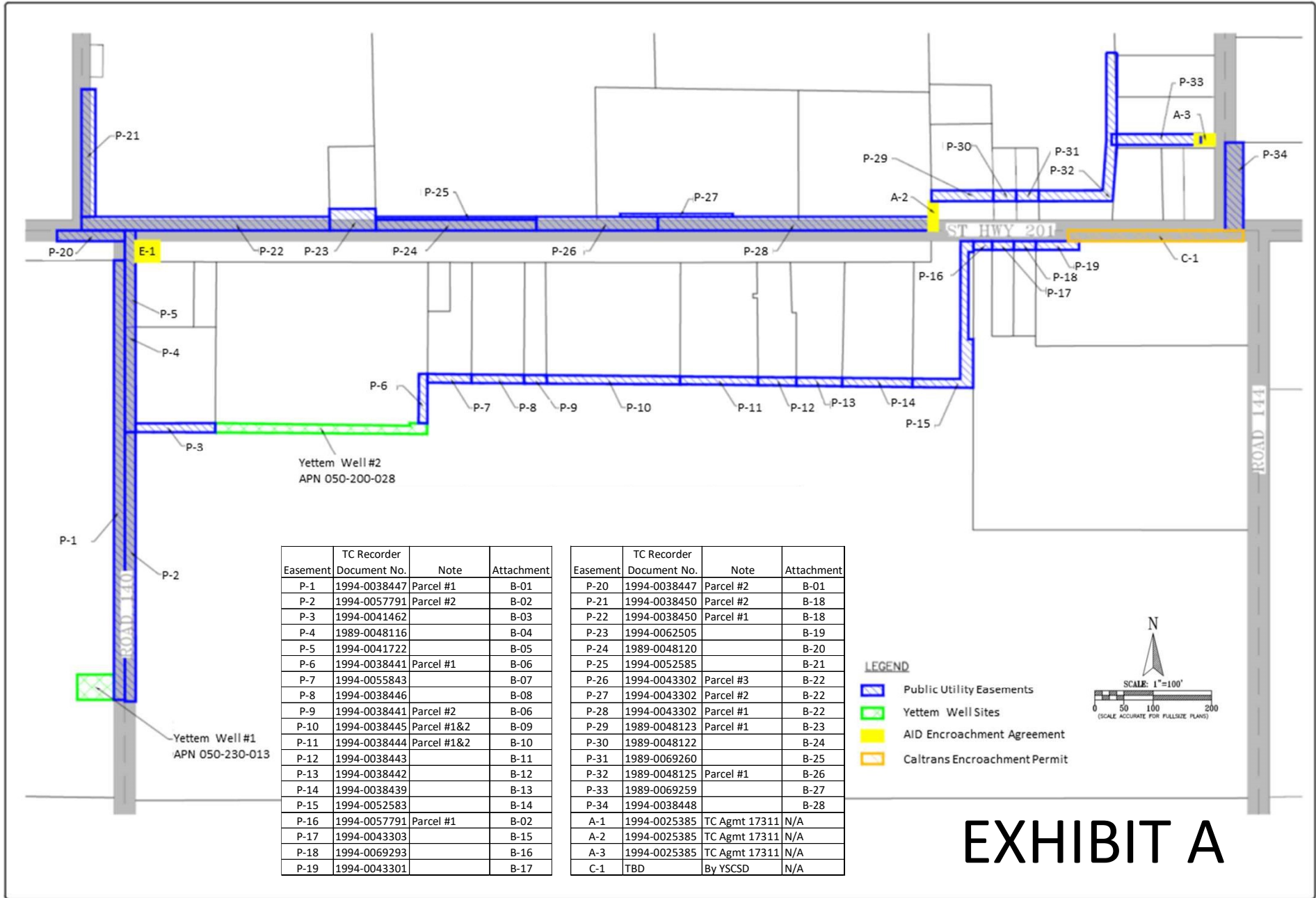
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_





Easement	TC Recorder Document No.	Note	Attachment
P-1	1994-0038447	Parcel #1	B-01
P-2	1994-0057791	Parcel #2	B-02
P-3	1994-0041462		B-03
P-4	1989-0048116		B-04
P-5	1994-0041722		B-05
P-6	1994-0038441	Parcel #1	B-06
P-7	1994-0055843		B-07
P-8	1994-0038446		B-08
P-9	1994-0038441	Parcel #2	B-06
P-10	1994-0038445	Parcel #1&2	B-09
P-11	1994-0038444	Parcel #1&2	B-10
P-12	1994-0038443		B-11
P-13	1994-0038442		B-12
P-14	1994-0038439		B-13
P-15	1994-0052583		B-14
P-16	1994-0057791	Parcel #1	B-02
P-17	1994-0043303		B-15
P-18	1994-0069293		B-16
P-19	1994-0043301		B-17

Easement	TC Recorder Document No.	Note	Attachment
P-20	1994-0038447	Parcel #2	B-01
P-21	1994-0038450	Parcel #2	B-18
P-22	1994-0038450	Parcel #1	B-18
P-23	1994-0062505		B-19
P-24	1989-0048120		B-20
P-25	1994-0052585		B-21
P-26	1994-0043302	Parcel #3	B-22
P-27	1994-0043302	Parcel #2	B-22
P-28	1994-0043302	Parcel #1	B-22
P-29	1989-0048123	Parcel #1	B-23
P-30	1989-0048122		B-24
P-31	1989-0069260		B-25
P-32	1989-0048125	Parcel #1	B-26
P-33	1989-0069259		B-27
P-34	1994-0038448		B-28
A-1	1994-0025385	TC Agmt 17311	N/A
A-2	1994-0025385	TC Agmt 17311	N/A
A-3	1994-0025385	TC Agmt 17311	N/A
C-1	TBD	By YSCSD	N/A

**LEGEND**

- Public Utility Easements
- YetteM Well Sites
- AID Encroachment Agreement
- Caltrans Encroachment Permit

N

SCALE: 1"=100'

0 50 100 200

(SCALE ACCURATE FOR FULLSIZE PLANS)

# EXHIBIT A

<p>REVISIONS</p> <table border="1"> <tr><th>NO.</th><th>DESCRIPTION</th><th>DATE</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	NO.	DESCRIPTION	DATE													<p>COUNTY OF TULARE RESOURCE MANAGEMENT AGENCY</p> <p>5861 SOUTH WOODBINE BLVD. VISALIA, CA 93277 (559)824-7000 WWW.TULARECOUNTY.CA.GOV/RMA</p> <p>YETTEM EASEMENTS <b>YETTEM AND SEVILLE</b> TULARE COUNTY</p>
NO.	DESCRIPTION	DATE														
<p>SCALE: 1"=100'</p> <p>DIVISION: -</p> <p>JOB NO.: -</p> <p>DESIGNED: -</p> <p>DRAWN: -</p> <p>CHECKED: -</p> <p>FILE: YETTEM_PARCELS.DWG</p> <p>DATE: -</p> <p>SHEET No.: -</p> <p>OF: -</p>																

# EXHIBIT B-1

3/16

RECORDING REQUESTED BY:  
CLERK, BOARD OF SUPERVISORS  
AND WHEN RECORDED MAIL TO:  
  
CLERK, BOARD OF SUPERVISORS

**94-038447** | Total .00  
Recorded  
Official Records  
County of  
Tulare  
Nadine Svoboda  
Recorder  
8:01am 20-May-94 | CS 3

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)  
12/93

When recorded return to Clerk of the Board of Supervisors, Tulare County Civic Center.

Resolution No.  
94-0615  
File No. 9390

(Space above for Recorders use:)

### GRANT OF EASEMENT

HARRY TELLALIAN

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

Parcel # 1

The East 30 feet of the South 1,025 feet of the North 1,095 feet of the Northeast quarter of the Northeast quarter of Section 4, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

Parcel # 2

The North 25 feet of the East 157 feet of the Northeast quarter of the Northeast quarter of Section 4, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

Dated this 29 day of March, 1994  
Witness: Edward S. Flory

Harry Tellalian

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS.  
On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.  
On Mar. 29 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward S. Flory

\_\_\_\_\_, known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same. WITNESS my hand and official seal.

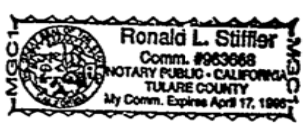
personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in Porterville, Ca. and that said witness was present and saw \_\_\_\_\_

Harry Tellalian

Signature \_\_\_\_\_

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto. WITNESS my hand and official seal.

Signature Ronald L. Stiffler



CERTIFICATE OF ACCEPTANCE, GOVT. CODE SEC. 27131

THIS IS TO CERTIFY that the County of Tulare grantee herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_

17<sup>th</sup> day of May 1924

By Leta Griss Blatner  
County Counsel, Authorized Agent.

# EXHIBIT B-2

9390 (3)  
N

RECORDING REQUESTED BY:



AND WHEN RECORDED MAIL TO:

*Clerk of the Bd. of Supervisors*

**94-057791**

Rec Fee .00  
Total .00

Recorded  
Official Records  
County of  
Tulare  
Nadine Svoboda  
Recorder  
8:01am 8-Aug-94

NM 3

THIS SPACE FOR RECORDER'S USE ONLY

*Grant of Easement*

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

12/93

When recorded return to Clerk of the Board of Supervisors, Tulare County Civic Center.

Resolution No.

940966

(Space above for Recorders use:)

GRANT OF EASEMENT

APN 050-020-28

ROBERT E. TRAVIOLI

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

Parcel # 1

That portion of Lot 5 of Adams Vineyard Tract, as per map recorded in Book 15, Page 38 of Maps, in the office of the Tulare County Recorder, described as follows:

The West 33.5 feet of the South 20 feet of the North 45 feet of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 3, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

Parcel # 2

Those portions of Lots 14 and 15 of Adams Vineyard Tract, as per map recorded in Book 15, Page 38 of Maps, in the office of the Tulare County Recorder, described as follows:

The West 25 feet of the South 641.30 feet of the North 1,095.00 feet of the Northwest quarter of the Northwest quarter of Section 3, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

Dated this 15 day of July, 1994

Robert E. Travioli

Witness:

Edward S. Flory

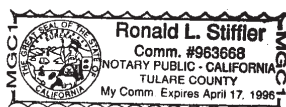
STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }SS.

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_, known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



STATE OF CALIFORNIA }  
COUNTY OF Tulare }SS.

On July 18, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward S. Flory

personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in \_\_\_\_\_ and that said witness was present and saw \_\_\_\_\_

Robert E. Travioli

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto.  
WITNESS my hand and official seal.

Signature Ronald L. Stiffler



# EXHIBIT B-3

Recording Requested By  
and Return To:

Recorded  
Official Records  
County of  
Tulare  
Nadine Svoboda  
Recorder

When recorded return to Clerk of the  
of Supervisors, Tulare County Civic Center.

Resolution No.

94-0634

File No. 9414

NB 2

CLERK, BOARD OF SUPERVISORS

(Space above for Recorders use:)

### GRANT OF EASEMENT

HARRY TELLALIAN

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

SEE ATTACHED EXHIBIT A

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to section 6103 of the Government Code.

**CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27281**

THIS IS TO CERTIFY that the County of Tulare grantee herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this  
25<sup>th</sup> day of May, 1994

Lita Grull Blatner  
County Counsel, Authorized Agent.

Dated this 26<sup>th</sup> day of April, 1994

Witness: Edward S. Flory

Harry Tellalian

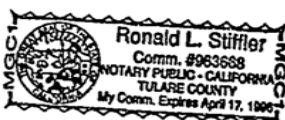
STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS.

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_, known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.

On Apr. 26, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward S. Flory

personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in

Porterville Ca.  
and that said witness was present and saw  
Harry Tellalian

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto.

WITNESS my hand and official seal.

Signature Ronald L. Stiffler

EXHIBIT A

The South 20 feet of that portion of the Northwest quarter of Section 3, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, described as follows:

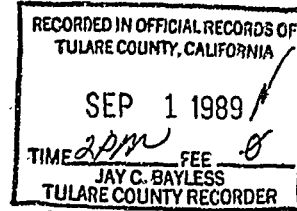
Beginning at a point on the West line of the said Northwest quarter, 208.7 feet South of the Northwest corner thereof; thence East parallel to the North line of the said Northwest quarter 208.7 feet; thence South parallel to the West line of the said Northwest quarter 245 feet; thence West parallel with the North line of the said Northwest quarter 208.7 feet, to the West line of the said Northwest quarter; thence North along the said West line, 245 feet to the point of beginning.

# EXHIBIT B-4

Recording Requested By  
and Return To

When recorded return to

Clerk of the Board of Supervisors  
2800 Surrell Ave.  
Tulare County Civic Center  
Visalia, Ca 93291



GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor, Harry Tellalian hereby grants to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, aboveground marker posts, risers and terminals, and other appurtenances, together with a right-of-way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California, described in Exhibit "A" attached hereto and incorporated herein.

The Grantors shall not cause, suffer or permit to be made any use of the Grantors' property which shall interfere with the use of said easement by the COUNTY OF TULARE. The Grantors shall not cause, suffer or permit to be constructed any new buildings, fences, structures, plantings or other improvements upon the easement, except with the prior written permission of the COUNTY OF TULARE.

Dated: 6/1/89, 1989.

x Harry Tellalian  
\_\_\_\_\_  
> \_\_\_\_\_  
\_\_\_\_\_

Signature Witnessed by:

Gordon L. Bergthold  
Gordon L. Bergthold

VOL 4878 PAGE 223

CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27281

THIS IS TO CERTIFY that the County of Tulare grantee herein, acting by and through its duly authorized agent for such purpose, the County Council of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_

31<sup>st</sup> day of August, 1989

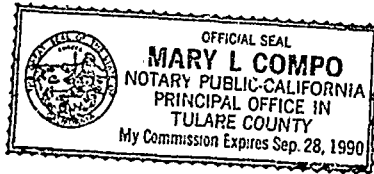
By Lita Orrell Blatner  
County Counsel, Authorized Agent.

STATE OF CALIFORNIA )  
                          ) ss  
COUNTY OF TULARE    )

On 8-18-, 1989, before me, the undersigned,  
a Notary Public in and for said County and State, personally  
appeared Gordon L. Bergthold, known to me to be the person whose  
name is subscribed to the within instrument, as a witness thereto,  
who being by me duly sworn, deposed and said:

That he resides at 1817 Manor Drive, Visalia, California  
and that he was present and saw Harry Tellalian  
\_\_\_\_\_ personally known to  
him to be the same person(s) described in, and whose name(s) is/are  
subscribed to the within annexed instrument, execute the same; and  
that affiant subscribed his name thereto as a witness to said  
execution.

WITNESS my hand and official seal.



Mary L. Compo  
Notary Public in and for said  
County and State

EXHIBIT "A"  
YETTEM COLLECTION SYSTEM

Road 140 - South

Harry Tellalian

Permanent:

The West 25.00 feet of that portion of the Northwest quarter of Section 3, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, described as follows:

Beginning at a point on the West line of said Northwest quarter, 208.7 feet South of the Northwest corner thereof; thence East parallel to the North line of said Northwest quarter, 208.7 feet; thence South parallel to the West line of said Northwest quarter, 245.0 feet; thence West parallel to the North line of said Northwest quarter, 208.7 feet, to the West line of said Northwest quarter; thence North along the West line of said Northwest quarter, 245.0 feet to the point of beginning.

APN 50-200-03



# EXHIBIT B-5

RECORDING REQUESTED BY:



AND WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS

94-041722

Total

.00

Recorded  
Official Records  
County of  
Tulare  
Nadine Svoboda  
Recorder  
8:01am 3-Jun-94

CS 2

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

12/93

Recording Requested By: *[Signature]*

When recorded return to Clerk of the Board of Supervisors, Tulare County Civic Center.

Resolution No.

94-0652

(Space above for Recorders use:)

CORPORATION **GRANT OF EASEMENT**

APN 050-200-09

Presbytery of the San Joaquin ~~Presbyterian Church of Yettem~~

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

The West 25 feet of the North 208.7 feet of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 3, Township 17 South, Range 25 East, Mount Diablo Base and Meridian.

CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27281

THIS IS TO CERTIFY that the County of Tulare grantee herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this

*12<sup>th</sup>* day of *June*, 19 *94*  
By *Peter Ornel [Signature]* County Counsel, Authorized Agent.

Presbytery of the San Joaquin  
~~Presbyterian Church of Yettem~~

Dated this 6TH day of MAY, 19 94

*Terry Holland*  
President

Witness: \_\_\_\_\_

*Paul R. Armstrong*  
Secretary

STATE OF CALIFORNIA } SS.  
COUNTY OF \_\_\_\_\_

STATE OF CALIFORNIA } SS.  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, per-

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, per-

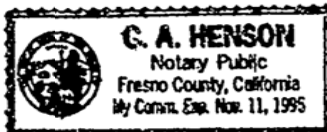
State of CALIFORNIA }

County of FRESNO }

On MAY 6, 1994 before me, THE UNDERSIGNED

personally appeared TERRY HOLLAND AND PAUL R. ARMSTRONG

personally known to me - OR -  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.



WITNESS my hand and official seal.

*[Signature]*  
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

- TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
  - ATTORNEY-IN-FACT
  - OTHER

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

# EXHIBIT B-6

4/21

RECORDING REQUESTED BY:  
CLERK, BOARD OF SUPERVISORS  
AND WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS

<b>94-038441</b>	Total	.00
Recorded		
Official Records		
County of		
Tulare		
Nadine Svoboda		
Recorder		
8:01am 20-May-94	CS	4

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)  
12/93

Resolution No.  
94-0622  
File No. 9390

When recorded return to Clerk of the Board  
of Supervisors, Tulare County Civic Center.

(Space above for Recorders use:)

### GRANT OF EASEMENT

Maria V. de Valero

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

SEE ATTACHED EXHIBIT A

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

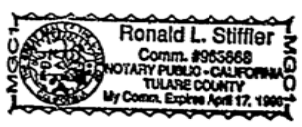
Dated this 4 day of April 1994 Maria V de Valero  
Witness: Edward S. Florcy

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS.  
On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.  
WITNESS my hand and official seal.

STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.  
On Apr. 22, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward S. Florcy  
\_\_\_\_\_  
personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in \_\_\_\_\_  
Porterville, Ca.  
and that said witness was present and saw \_\_\_\_\_  
Maria V. de Valero

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_



Signature Ronald L. Stiffler

CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27281  
THIS IS TO CERTIFY that the County of Tulare grantee herein, acting  
by and through its duly authorized agent for such purpose, the County  
Council of the County of Tulare, hereby accepts for public purpose the  
real property, or interest therein, conveyed by the within deed or grant,  
and consents to the recordation thereof; and that a general resolution  
conferring such authority upon said agent is recorded in the Official  
Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this  
17<sup>th</sup> day of May, 1924

Leta Pearl Blather  
County Counsel, Authorized Agent.

EXHIBIT A

Parcel # 1

That portion of Lot 7 of Adams Vineyard Tract, as per map recorded in Book 15, Page 38 of Maps, in the office of the Tulare County Recorder, and being that portion of the Northwest quarter of Section 3, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, described as follows:

Commencing at a Point on the North line of said Lot 7, said point being 50 feet East of the Northwest corner of the said Lot 7; thence South along a line parallel with the West line of the said Northwest quarter 301.75 feet to the True Point of Beginning; thence continuing South along said parallel line 126.95 feet; thence West 20 feet; thence North parallel with the said West line a distance of 126.95 feet; thence East 20 feet to the True Point of Beginning.

Parcel # 2

The South 20 feet of That portion of Lot 7 of Adams Vineyard Tract, as per map recorded in Book 15, Page 38 of Maps, in the office of the Tulare County Recorder, described as follows:

Beginning at a point on the North line of the said Lot 7, 272 feet of the Northwest corner thereof; thence South parallel with the East line of the said Lot 7, 321.75 feet; thence East 50 feet; thence North 321.75 feet to a point on the said North line of Lot 7; thence West along said North line 50 feet to the point of beginning.



# EXHIBIT B-7

3

94-055843

Rec Fee .00  
Total .00

Recorded  
Official Records  
County of  
Tulare  
Nadine Svoboda  
Recorder  
8:01am 29-Jul-94

DH 3

RECORDING REQUESTED BY: →  
AND WHEN RECORDED MAIL TO:  
CLERK, BOARD OF SUPERVISORS

THIS SPACE FOR RECORDER'S USE ONLY

*Easement*

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)  
12/93

When recorded return to Clerk of the Board  
of Supervisors, Tulare County Civic Center.

Resolution No. 94-0939

(Space above for Recorders use:)

Resolution No.

94-0939

### GRANT OF EASEMENT

WILLIAM SALJIAN AND LONA M. SALJIAN

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

The South 20.00 feet of that portion of Lot 7 Adams Vineyard Tract, as per Map recorded in Book 15, Page 38 of Maps in the office of the County Recorder of the County of Tulare, State of California, according to the Official Plat thereof, described as follows:

Beginning at a point in the North line of said Lot 7, 100 feet East of the Northwest corner thereof; thence South 180 feet; thence West 50 feet; thence South 141.75 feet to a point in the South line of the North half of said Lot 7; thence East along the South line to a point in the North line of said Lot 7, 100 feet; thence North 321.75 feet of beginning and thence West along the North line of said Lot 7, 50 feet to the point of beginning.

Dated this 8TH day of JULY, 1994

Witness:

*William Saljian*  
*Lona M. Saljian*

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_ } SS.

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

to be the person \_\_\_\_\_ whose name \_\_\_\_\_, known to me the within instrument and acknowledged that \_\_\_\_\_ executed the same.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_ } SS.

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

personally known to me to be the person whose name is subscribed to the within instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in \_\_\_\_\_ and that said witness was present and saw \_\_\_\_\_

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within instrument as party(ies) thereto.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_

STATE OF CALIFORNIA } S.S.  
COUNTY OF TULARE

CERTIFICATE OF ACKNOWLEDGEMENT  
Staple

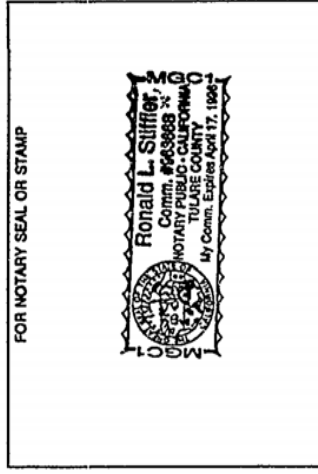
On JULY 8 1994 before me,  
RONALD L. STIFFER  
a Notary Public in and for said County and State, personally appeared  
WILLIAM SALLIAN AND LONA M. SALLIAN

personally known to me (or 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.

WITNESS my hand and official seal

Signature Ronald L. Stiffer

F 2482 (5-91)



CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27281  
THIS IS TO CERTIFY that the County of Tulare grantee herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purposes the real property, or interest therein, conveyed by the within instrument or grant and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Recorder of the County of Tulare in Book 1489, page 115.  
IN WITNESS WHEREOF, I have hereunto set my hand this 27<sup>th</sup> day of July, 1994  
Rita Orin  
County Counsel, Authorized Agent.  
By: \_\_\_\_\_

# EXHIBIT B-8

RECORDING REQUESTED BY:  
CLERK, BOARD OF SUPERVISORS

AND WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS

94-038446

Recorded  
Official Records  
County of  
Tulare  
Madine Svoboda  
Recorder  
8:01am 20-May-94

Total

.00

CS 3

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

12/93

When recorded return to Clerk of the Board of Supervisors, Tulare County Civic Center.

Resolution No.  
94-0616  
File No. 9390

(Space above for Recorders use:)

### GRANT OF EASEMENT

JOSEPHINE ZAYAS

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker pipes, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

The South 20.00 feet of that portion of Lot 7, of Adams Vineyard Tract, in the County of Tulare, State of California, as per Map recorded in Book 15, Page 38 of Maps, in the Office of the County Recorder of said County, described as follows;

Beginning at a point in the North line of said Lot 7, 150 feet East of the Northwest corner thereof, said point being the Northeast corner of a parcel of land described in a deed recorded in Book 257, Page 63 and Book 265, Page 484 of deeds; thence South along the East line thereof 321.75 feet to a point in the South line of the North half of Lot 7; thence East 122 feet, to the Southwest corner of a parcel of land conveyed to Mary Yeremian by deed recorded July 2, 1956 in Book 1933, Page 575 of official records; thence North 321.75 feet to a point in the North line of said Lot 7; thence West 122 feet to the Point of Beginning.

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

Dated this 19 day of April, 1994  
Witness: Edward S. Flory Josephine Zayas

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS.  
On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_  
Edward S. Flory

personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says that this witness resides in \_\_\_\_\_  
Porterville Ca.  
and that said witness was present and saw \_\_\_\_\_  
Josephine Zayas

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto.  
WITNESS my hand and official seal.



Signature Ronald L. Stiffler

**CERTIFICATE OF ACCEPTANCE, SOVT. CODE SEC. 2084**  
THIS IS TO CERTIFY that the County of Tulare grants herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose its real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this 17<sup>th</sup> day of May, 1924

By Leta Greil Blaine  
County Counsel, Authorized Agent.



# EXHIBIT B-9

3

RECORDING REQUESTED BY:

94-038445 | Total .00

CLERK, BOARD OF SUPERVISORS  
AND WHEN RECORDED MAIL TO:

Recorded  
Official Records  
County of  
Tulare  
Nadine Svoboda  
Recorder  
8:01am 20-May-94

CLERK, BOARD OF SUPERVISORS

CS 3

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)  
12/93

CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27281

THIS IS TO CERTIFY that the County of Tulare grantee herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_

17<sup>th</sup> day of May, 1994

Lita Orville Blotner  
County Counsel, Authorized Agent.

027 100-99

When recorded return to Clerk of the Board of Supervisors, Tulare County Civic Center.

Resolution No.

94-0617

File No. 9390

(Space above for Recorders use:)

### GRANT OF EASEMENT

JAMES F. WOODS, JR. AND PEGGY J. WOODS

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

Parcel #1

The South 20.00 feet of Parcel No. 4 of Corrective Parcel Map Number 935 in the County of Tulare, State of California, recorded in Book 10 of Parcel Maps at Page 36 in the office of the County Recorder of said County.

Parcel #2

Beginning at the Southeast corner of the said Parcel No. 4 of Corrective Parcel Map 935; thence East along the Easterly prolongation of the South line of the said Parcel No. 4 a distance of 20 feet; thence North 20 feet; thence West 20 feet to a point on the East line of the said Parcel No. 4; thence South along the said East line 20 feet to the point of Beginning.

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

Dated this 27th day of March, 1994

Witness:

*James F. Woods Jr.*  
*Edward S. Flory* *Peggy Woods*

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_, known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

STATE OF CALIFORNIA }  
COUNTY OF Tulare } ss.

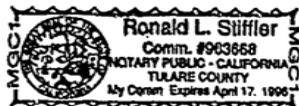
On Mar. 28, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward S. Flory

personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in

Porterville Ca.  
and that said witness was present and saw James F. Woods Jr. & Peggy Woods

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto.  
WITNESS my hand and official seal.

Signature Ronald L. Stiffler



# EXHIBIT B-10

3  
3A

RECORDING REQUESTED BY:  
CLERK, BOARD OF SUPERVISORS  
AND WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS

<b>94-038444</b>	Total	.00
Recorded		
Official Records		
County of		
Tulare		
Nadine Svoboda		
Recorder		
8:01am 20-May-94	CS	3

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)  
12/93

050-20-25

Resolution No.  
94-0618  
File No. 9390

When recorded return to Clerk of the Board  
of Supervisors, Tulare County Civic Center.

(Space above for Recorders use:)

### GRANT OF EASEMENT

JAMES F. WOODS, JR. AND PEGGY J. WOODS

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

PARCEL # 1

The South 20.00 feet of Parcel No. 3 of Corrective Parcel Map Number 935 in the County of Tulare, State of California, recorded in Book 10 of Parcel Maps at Page 36 in the Office of the County Recorder of said County.

PARCEL # 2

Beginning at the Southwest corner of the said Parcel No. 3 of Corrective Parcel Map 935; thence along the Westerly prolongation of the South line of the said Parcel No. 3 a distance of 20 feet; thence North 20 feet; thence East 20 feet to a point on the West line of the said Parcel No. 3; thence South along the said West line 20 feet to the point of beginning.

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to section 6103 of the Government Code.

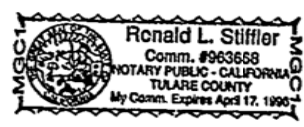
Dated this 27<sup>th</sup> day of March, 1994 James F. Woods Jr.  
Witness: Edward S. Floray Peggy Woods

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS.

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_, known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_



STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.

On Mar. 28, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward S. Floray

personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in \_\_\_\_\_ Porterville, Ca.  
and that said witness was present and saw \_\_\_\_\_

James F. Woods Jr. & Peggy J. Woods

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto.  
WITNESS my hand and official seal.

Signature Ronald L. Stiffler

CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27281

THIS IS TO CERTIFY that the County of Tulare grantee herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_

17<sup>th</sup> day of May, 1924

By Leta Brill Blatner  
County Counsel, Authorized Agent.



# EXHIBIT B-11

3

RECORDING REQUESTED BY:  
CLERK, BOARD OF SUPERVISORS

AND WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS

94-038443 Total .00

Recorded  
Official Records  
County of  
Tulare  
Nadine Svoboda  
Recorder  
8:01am 20-May-94

CS 3

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)  
12/93

Resolution No.  
94-0619  
File No. 9390

When recorded return to Clerk of the Board  
of Supervisors, Tulare County Civic Center.

(Space above for Recorders use:)

**GRANT OF EASEMENT**

ALFONSO R. GONZALEZ AND AMELIA GONZALEZ

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

The South 20.00 feet of Parcel No. 1 of Parcel Map No. 2941, in the County of Tulare, State of California, recorded in Book 30 of Parcel Maps at Page 42, in the office of the County Recorder of said County.

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6403 Gov't Code

Dated this 4 day of April, 1994 Alfonso R. Gonzalez  
Witness: Edward S. Flory Amelia Gonzalez

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS.  
On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.  
WITNESS my hand and official seal.

STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.  
On Apr. 25, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward S. Flory  
\_\_\_\_\_  
personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in Porterville, Ca.  
and that said witness was present and saw ALFONSO R. GONZALEZ  
and Amelia Gonzalez

Signature \_\_\_\_\_

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto.  
WITNESS my hand and official seal.

Signature Ronald L. Stiffer



CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27281

THIS IS TO CERTIFY that the County of Tulare grantee herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_

17<sup>th</sup> day of May, 1994

By Leta Oriskany Blather  
County Counsel, Authorized Agent.

# EXHIBIT B-12

3

RECORDING REQUESTED BY:  
~~CLERK, BOARD OF SUPERVISORS~~  
AND WHEN RECORDED MAIL TO:  
  
~~CLERK, BOARD OF SUPERVISORS~~

**94-038442** | Total .00  
Recorded |  
Official Records |  
County of |  
Tulare |  
Nadine Svoboda |  
Recorder |  
8:01am 20-May-94 | CS 3

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)  
12/93

When recorded return to Clerk of the Board of Supervisors, Tulare County Civic Center.

Resolution No.  
94-0620  
File No. 9390

(Space above for Recorders use:)

### GRANT OF EASEMENT

MANUEL ARELLANO AND HUBERTO ARELLANO

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

The South 20.00 feet of the remainder parcel of Parcel Map No. 2941 in the County of Tulare, State of California, as per map recorded in Book 30 of Parcel Maps at Page 42 in the office of the County Recorder of said County.

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

Dated this 27 day of March, 1994 Huberto Arellano  
Witness: Edward J. Flory Manuel Arellano

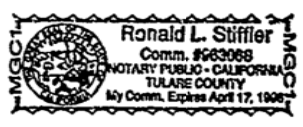
STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS.  
On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_

STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.  
On Mar. 28, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward J. Flory  
\_\_\_\_\_  
\_\_\_\_\_ personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in  
Porterville, Ca.  
and that said witness was present and saw \_\_\_\_\_

Manuel Arellano & Huberto Arellano  
personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto.  
WITNESS my hand and official seal.

Signature Ronald L. Stiffler



CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27281

THIS IS TO CERTIFY that the County of Tulare grants herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_

17<sup>th</sup> day of May, 1929

By John Ouel Blather  
County Counsel, Authorized Agent.



# EXHIBIT B-13

RECORDING REQUESTED BY:

CLERK, BOARD OF SUPERVISORS

AND WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS

94-038439

Recorded  
Official Records  
County of  
Tulare

Nadine Svoboda  
Recorder

8:01am 20-May-94

Total

.00

CS 3

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

12/93

057-200-12

When recorded return to Clerk of the Board of Supervisors, Tulare County Civic Center.

Resolution No.  
94-0621

File No. 9390

(Space above for Recorders use:)

**GRANT OF EASEMENT**

JOSE IGLISERIO GARCIA

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

The South 20.00 feet of Parcel No. 1 of Corrective Parcel Map Number 935 in the County of Tulare, State of California, recorded in Book 10 of Parcel Maps at Page 36 in the Office of the County Recorder of said County.

This document is executed and resorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

Dated this 4<sup>th</sup> day of April, 1994 Jose Igliserio Garcia  
Witness: Edward S. Flory

STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.  
On Apr 23 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward S. Flory

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS.  
On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says that this witness resides in Potterville, Ca. and that said witness was present and saw Jose Igliserio Garcia

\_\_\_\_\_ known to me \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same. WITNESS my hand and official seal.

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto. WITNESS my hand and official seal.

Signature \_\_\_\_\_



Signature Ronald L. Sliffler

527 9628

CERTIFICATE OF ACCEPTANCE, GOVT. CODE SEC. 27681  
THIS IS TO CERTIFY that the County of Tulare grantee herein, acting  
by and through its duly authorized agent for such purpose, the County  
Council of the County of Tulare, hereby accepts for public purpose the  
real property, or interest therein, conveyed by the within deed or grant,  
and consents to the recordation thereof; and that a general resolution  
conferring such authority upon said agent is recorded in the Official  
Records of the County of Tulare in Book 1489, page 115.  
IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_

19<sup>th</sup> day of May, 1924

By John Quinn Blanton  
County Council, Authorized Agent.

# EXHIBIT B-14

2

RECORDING REQUESTED BY:



AND WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS

94-052583

Recorded  
Official Records  
County of  
Tulare  
Nadine Svoboda  
Recorder  
8:01am 15-Jul-94

Rec Fee .00  
Total .00

CS 3

THIS SPACE FOR RECORDER'S USE ONLY

*Easement*

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

12/93

050-200-15

Resolution No.  
94-0895

File No. 9390

When recorded return to Clerk of the Board  
of Supervisors, Tulare County Civic Center.

(Space above for Recordors use:)

### GRANT OF EASEMENT

SEBASTIAN V. LUEVANOS

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

The South 20 feet and the East 30 feet of the East one acre of the North half of Lot 6, of Adams Vibeyard Tract, as per map recorded in Book 15, Page 38 of Maps, in the office of the Tulare County Recorder.

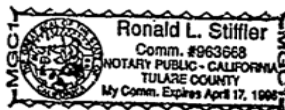
This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

Dated this 17 day of June, 1994 Sebastian V. Luevanos  
Witness: Edward S. Flory

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }SS.  
On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_, known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_



STATE OF CALIFORNIA }  
COUNTY OF Tulare }SS.  
On June 27, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward S. Flory

personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in Porterville, Ca. and that said witness was present and saw Sebastian V. Luevanos

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto.  
WITNESS my hand and official seal.

Signature Ronald L. Stiffler

591-5639

100

**CERTIFICATE OF ACCEPTANCE, GOVT. CODE SEC. 27231**

THIS IS TO CERTIFY that the County of Tulare grants herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_

July 17<sup>th</sup> day of July, 1994  
By Lita Ornel Blatner  
County Counsel, Authorized Agent.



# EXHIBIT B-15

RECORDING REQUESTED BY:  
CLERK BOARD OF SUPERVISORS  
AND WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS

94-043303

Total .00

Recorded  
Official Records  
County of  
Tulare  
Madine Svoboda  
Recorder  
8:01am 10-Jun-94

FR 3

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

12/93

Recording Requested By  
and Return To

CLERK, BOARD OF SUPERVISORS

When recorded return to Clerk of the Board  
of Supervisors, Tulare County Civic Center.

Resolution No.  
94-0690

File No. 9390

(Space above for Recorders use:)

**GRANT OF EASEMENT**

APN 050-200-15

JOSE ROBLES, BLANCA ROBLES AND ANTONIO ROBLES

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

The North 20 feet of that portion of the Northeast quarter of the Northwest quarter of Section 3, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, more particularly described as follows:

Commencing at a point 576.1 feet West and 12 feet South of the Northeast corner of the Northwest quarter of the said Section 3; thence South 13 feet to the true point of beginning; thence continuing South 20 feet; thence West 50 feet; thence North 20 feet; thence East 50 feet to the true Point of Beginning.

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

Dated this 26 day of April, 1994  
Witness: Ronald L. Stiffer

Blanca Robles  
Jose Robles  
Antonio Robles

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_ } SS.  
On \_\_\_\_\_ before me, the  
undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF Tulare } SS.  
On Apr. 29, 1994 before me, the  
undersigned, a Notary Public in and for said State, personally appeared Edward S. Flory

\_\_\_\_\_ , known to me  
to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to  
the within instrument and acknowledged that \_\_\_\_\_  
WITNESS my hand and official seal. \_\_\_\_\_ executed the same.

personally known to me to be the person whose name is  
subscribed to the within Instrument, as the subscribing  
Witness thereto, said subscribing Witness being by me duly  
sworn, deposes and says that this witness, residing in  
\_\_\_\_\_ ,  
and the said witness was present, and saw  
Blanca Robles, Jose Robles  
Robles & Antonio Robles

Signature \_\_\_\_\_

personally known to said witness to be the same person(s)  
described in and whose name(s) are subscribed to the within  
Instrument as party(ies) thereto.  
WITNESS my hand and official seal.



Signature Ronald L. Stiffer

528-6057

CERTIFICATE OF ACCEPTANCE. GOV'T. CODE SEC. 27281

THIS IS TO CERTIFY that the County of Tulare, acting herein, acting by and through its duly authorized agent for such purpose, the County Council of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant and consents to the incorporation thereof; and that a general resolution authorizing the acceptance of the within property is on file in the Official Records of the County of Tulare in Book 149, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

*Peter Paul H. [Signature]*  
Peter Paul H. [Signature], Authorized Agent.

By: \_\_\_\_\_

# EXHIBIT B-16

94-069293

Rec Fee .00  
Total .00

Recorded  
Official Records  
County of  
Tulare  
Madine Svoboda  
Recorder  
8:01am 23-Sep-94

Recording Requested By:

U

NM 2

When recorded return to Clerk of the Board  
of Supervisors, Tulare County Civic Center.

050-200-016

**GRANT OF EASEMENT**

Feliciano Vargas and Guadalupe Vargas, Husband and wife as Joint Tenants

**(GRANTOR-GRANTORS)**

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, do hereby give, grant, dedicate and convey unto the County of Tulare, an easement for public utilities purposes over the following described parcel of land situated in the said County of Tulare, State of California:

That portion of the Northeast quarter of the Northwest quarter of Section 3, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof, described as follows:

Commencing at a point 526.1 feet West and 25 feet South of the Northeast corner of the Northwest quarter of said Section 3; thence continuing South, 20.00 feet; thence West, 50.00 feet; thence North 20.00 feet, thence East, 50.00 feet to the point of beginning.

Dated this 25 day of August, 1994

Feliciano Vargas

Guadalupe Vargas

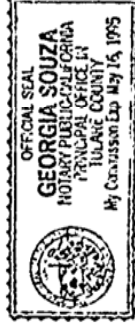
STATE OF CALIFORNIA )  
COUNTY OF TULARE ) SS.

On 25th day of August, 1994, before me GEORGIA SOUZA, a Notary Public in and for said County and State, personally appeared FELICIANO VARGAS AND GUADALUPE VARGAS

personally known to me (or 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.

WITNESS my hand and official seal.

Signature: Georgia Souza



**CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 77281**

THIS IS TO CERTIFY that the County of Tulare grants herein, acting by and through its duly authorized agent for such purpose, the County Council of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recognition thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this

21<sup>st</sup> day of September 1924

By Leta Orin Blaine  
County Counsel, authorized agent

# EXHIBIT B-17



20

**94-043301**

Total

.00

RECORDING REQUESTED BY:

~~CLERK BOARD OF SUPERVISORS~~

AND WHEN RECORDED MAIL TO:

~~CLERK, BOARD OF SUPERVISORS~~

Recorded  
Official Records  
County of  
Tulare  
Nadine Svoboda  
Recorder  
8:01am 10-Jun-94

FR 2

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

12/93

When recorded return to Clerk of the Board of Supervisors, Tulare County Civic Center.

Resolution No.  
94-0692  
File No. 9490

(Space above for Recorders use:)

**CORPORATION GRANT OF EASEMENT**

St. Mary Armenian Apostolic Church Incorporated

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

The South 20 feet of the North 45 feet of the West 100 feet of the East 526.1 feet of the Northeast quarter of the Northwest quarter of Section 3, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

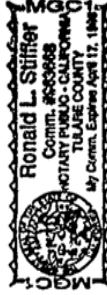
CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27281  
THIS IS TO CERTIFY that the County of Tulare grantee herein, acting by and through its duly authorized agent for such purpose, the County of Tulare, has accepted for public purpose the real property, or interest therein, conveyed by the within deed resolution and consents to the recordation thereof; and that a grantee in the Official Records of the County of Tulare in Book 1489, p. 29 113.  
IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of June 1994  
Ruth Orill Blalock Notary Public, Authorized Agent.

Dated this 23 day of May 1994  
Witness: Edward S. Flory

STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.  
On May 23, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_, known to me \_\_\_\_\_, subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same. WITNESS my hand and official seal.

Signature \_\_\_\_\_



St. Mary Armenian Apostolic Church, incorporated

Pete Teroukian President  
John A. Kafagian Secretary

STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.  
On May 23, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

personally known to me to be the person whose name is subscribed to the within instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That the witnesses residing at 101 Brville Ca. Pete Teroukian as President and John A. Kafagian as Secretary of St. Mary Armenian Apostolic Church Inc. personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within instrument as party(ies) thereto. WITNESS my hand and official seal.

Signature Ronald L. Stiffler

# EXHIBIT B-18

3/28

RECORDING REQUESTED BY:  
CLERK, BOARD OF SUPERVISORS  
AND WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS

94-038450

Total .00

Recorded  
Official Records  
County of  
Tulare  
Madine Svoboda  
Recorder  
8:01am 20-May-94

CS 3

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)  
12/93

When recorded return to Clerk of the Board of Supervisors, Tulare County Civic Center.

Resolution No. 94-0611

File No. 9390

(Space above for Recorders use:)

### GRANT OF EASEMENT

EDWARD E. TELLALIAN

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

**Parcel # 1**

The South 32 feet of the West half of the Southwest quarter of the Southeast quarter of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

Excepting therefrom the East 100 feet thereof.

**Parcel # 2**

The West 30 feet of the South 330 feet of the West half of the Southwest quarter of the Southeast quarter of Section 33, township 16 South, Range 25 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

Excepting therefrom the South 32 feet thereof.

This document is recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

Dated this 2 day of March, 1994

Edward E. Tellalian

Witness: Edward S. Flory

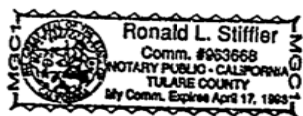
STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS.

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_, known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_

\_\_\_\_\_ executed the same.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_



STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.

On Mar 28, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

Edward S. Flory  
personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in

Porterville Ca.  
and that said witness was present and saw \_\_\_\_\_  
Edward E. Tellalian

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto.  
WITNESS my hand and official seal.

Signature Ronald L. Stiffler

CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 37681

THIS IS TO CERTIFY that the County of Tulare grants herein, acting by and through its duly authorized agent for such purpose, the County Council of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this

17<sup>th</sup> day of May 1944

Leta Orvil Blatner  
County Counsel, Authorized Agent.

# EXHIBIT B-19

9390 (3)

RECORDING REQUESTED BY:

CLERK BOARD OF SUPERVISORS  
AND WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS

94-062505

Recorded  
Official Records  
County of  
Tulare  
Nadine Svoboda  
Recorder  
8:01am 26-Aug-94

Rec Fee .00  
Total .00

JS 3

THIS SPACE FOR RECORDER'S USE ONLY

*Grant of Easement*

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

12/93



Recording Requested By  
and Return To:

When recorded return to Clerk of the Board  
of Supervisors, Tulare County Civic Center.

Resolution No.

94-1035  
File No. 9390

(Space above for Recorders use:)

GRANT OF EASEMENT

APN 035-150-19

ESTEBAN AR. ELLANO

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

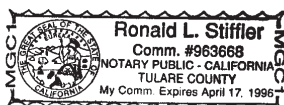
The South <sup>52</sup> feet of the East 100 feet of the East half of the West half of the Southwest quarter of the Southeast quarter of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

Dated this 4 day of August, 1994 Esteban Arellano  
Witness: Edward S. Flory

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS.  
On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_



STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.  
On August 8, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward S. Flory  
\_\_\_\_\_  
personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in  
Porterville, Ca.  
and that said witness was present and saw \_\_\_\_\_  
Esteban Arellano

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto.  
WITNESS my hand and official seal.

Signature Ronald L. Stiffler

FN 9390



# EXHIBIT B-20

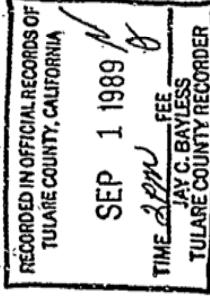
Recording Requested By  
and Return To

48120

VOL 4878 PAGE 238

When recorded return to

Clerk of the Board of Supervisors  
2800 Burrill Ave.  
Tulare County Civic Center  
Visalia, Ca 93291



GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor, Crosby Shapazian and Margaret A. Shapazian hereby grants to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, aboveground marker posts, risers and terminals, and other appurtenances, together with a right-of-way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California, described in Exhibit "A" attached hereto and incorporated herein.

The Grantors shall not cause, suffer or permit to be made any use of the Grantors' property which shall interfere with the use of said easement by the COUNTY OF TULARE. The Grantors shall not cause, suffer or permit to be constructed any new buildings, fences, structures, plantings or other improvements upon the easement, except with the prior written permission of the COUNTY OF TULARE.

Dated: 5-22, 1989.

X Crosby Shapazian

X Margaret Shapazian

Signature Witnessed by:

Gordon L. Berghold  
Gordon L. Berghold

VOL 4878 PAGE 239

CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27281  
THIS IS TO CERTIFY that the County of Tulare grantee herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general recalculation conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1487, page 115.  
IN WITNESS WHEREOF, I have hereunto set my hand this

31<sup>st</sup> day of August, 1929

By: Leta Orin Blanton  
County Counsel, Authorized Agent.

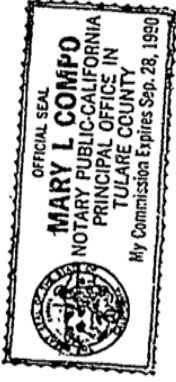
STATE OF CALIFORNIA )  
                          ) ss  
COUNTY OF TULARE   )

On 8-15-, 1989, before me, the undersigned,  
a Notary Public in and for said County and State, personally  
appeared Gordon L. Bergthold, known to me to be the person whose  
name is subscribed to the within instrument, as a witness thereto,  
who being by me duly sworn, deposed and said:

That he resides at 1817 Manor Drive, Visalia, California  
and that he was present and saw Crosby Shapazian and Margaret A. Shapazian  
\_\_\_\_\_ personally known to

him to be the same person(s) described in, and whose name(s) is/are  
subscribed to the within annexed instrument, execute the same; and  
that affiant subscribed his name thereto as a witness to said  
execution.

WITNESS my hand and official seal.



*Mary L. Compo*  
Notary Public in and for said  
County and State

YETTEM COLLECTION SYSTEM

Avenue 384

Crosby Shapazian and Margaret A. Shapazian

Permanent:

The South 25.00 feet of the East half of the Southwest quarter of the Southeast quarter of Section 33, in Township 16 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof;

EXCEPTING therefrom, the East 282.00 feet thereof.

APN 035-150#18

# EXHIBIT B-21

RECORDING REQUESTED BY:



94-052585

AND WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS

Recorded  
Official Records  
County of  
Tulare

Nadine Svoboda

Recorder

8:01am 15-Jul-94

Rec Fee .00  
Total .00

CS 3

THIS SPACE FOR RECORDER'S USE ONLY

*Easement*

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

12/93



When recorded return to Clerk of the Board of Supervisors, Tulare County Civic Center.

Resolution No. 94-0896

File No 9390

(Space above for Recorders use:)

### GRANT OF EASEMENT

CROSBY SHAPAZIAN AND MARGARET A. SHAPAZIAN

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

The South 32 feet of the East half of the Southwest quarter of the Southeast quarter of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING therefrom, the East 282 and the South 25 feet thereof.

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

Dated this 17 day of June, 1994

Witness: Edward S. Hoff

Crosby Shapazian  
Margaret Shapazian

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS.

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_ , known to me \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same. WITNESS my hand and official seal.

Signature \_\_\_\_\_

STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.

On June 27 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward S. Hoff

personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That his witness resides in Porterville, Ca. and that said witness was present and saw \_\_\_\_\_

Crosby Shapazian and Margaret Shapazian personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto. WITNESS my hand and official seal.

Signature Ronald L. Stiffler



CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27231

THIS IS TO CERTIFY that the County of Tulare grants herein, acting by and through its duly authorized agent for such purpose, the County Council of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recodation thereof; and that a general real. an conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this

13<sup>th</sup> day of July 1994

By Leta Guileo Blaine  
County Counsel, Authorized Agent.

# EXHIBIT B-22

RECORDING REQUESTED BY:

CLERK, BOARD OF SUPERVISORS

AND WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS

94-043302

Total

.00

Recorded  
Official Records  
County of  
Tulare  
Madine Svoboda  
Recorder  
8:01am 10-Jun-94

FR 3

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

12/93

When recorded, return to Clerk of the Board of Supervisors, Tulare County Civic Center.

Resolution No.  
94-0691

File No. 9390

(Space above for Recordors use.)

**GRANT OF EASEMENT**

APN 025-150-1716/27

**CUTLER-OROSI UNIFIED SCHOOL DISTRICT**

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

SEE ATTACHED EXHIBIT A

CERTIFICATE OF ACCEPTANCE, GOVT. CODE SEC. 27281

THIS IS TO CERTIFY that the County of Tulare accedes herein, acting by and through its duly authorized officers, to the grant made by the County of Tulare to the County of Tulare, hereby accepts for public purpose the easement, right of way or interest therein, conveyed by the within deed or grant and consents to the recordation thereof; and that a general resolution conveying such authority upon said grant is recorded in the Official Records of the County of Tulare in Book 1499, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of June, 1994

*[Signature]*  
 Notary Public, Authorized Agent.

Dated this 2ND day of MAY, 19 94

Witness: [Signature]  
**MILDRED DAVIS, BUSINESS MANAGER**  
**CUTLER-OROSI UNIFIED SCHOOL DISTRICT**

STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.  
On May 2nd, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Eddie Ikard

to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same. WITNESS my hand and official seal.

Signature Alicia C. Galvan



Cutler-Orosi Unified School District

BY [Signature]  
**EDDIE IKARD, SUPERINTENDENT**

STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.  
On May 2nd, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Mildred Davis

personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in Orosi California and that said witness was present and saw Eddie Ikard

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto. WITNESS my hand and official seal.

Signature Alicia C. Galvan

EXHIBIT A

Parcel #1

The South 32 feet of the West 634 feet 2 inches of the Southeast quarter of the Southeast quarter of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian.

The above described Parcel 1 is a portion of Lot 3 of Adams Vineyard Tract, as per map recorded in Book 15, Page 38 of Maps, in the Office of the Recorder of said County.

Parcel #2

The North 8.00 feet of the South 40.00 feet of the West 260.00 feet of the East 1400.00 feet of the Southeast quarter of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian.

Parcel #3

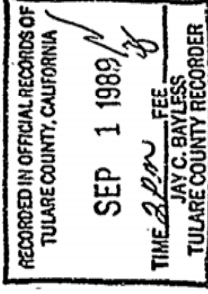
The South 32 feet of the East 282 feet of the Southwest quarter of the Southeast quarter of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian.

# EXHIBIT B-23

Recording Requested By  
and Return To

48123

When recorded return to  
Clerk of the Board of Supervisors  
2880 Burrell Ave,  
Tulare County Civic Center  
Visalia, Ca 93291



GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor, Thomas J. Tafoya hereby grants to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, aboveground marker posts, risers and terminals, and other appurtenances, together with a right-of-way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California, described in Exhibit "A" attached hereto and incorporated herein.

The Grantors shall not cause, suffer or permit to be made any use of the Grantors' property which shall interfere with the use of said easement by the COUNTY OF TULARE. The Grantors shall not cause, suffer or permit to be constructed any new buildings, fences, structures, plantings or other improvements upon the easement, except with the prior written permission of the COUNTY OF TULARE.

Dated: May 25, 1989.

Thomas J. Tafoya  
\_\_\_\_\_

Signature Witnessed by:

Gordon L. Bergthold  
Gordon L. Bergthold



VOL 4878 PAGE 251

CERTIFICATE OF ACCEPTANCE, GOVT. CODE SEC. 27281  
THIS IS TO CERTIFY that the County of Tulare, grantee herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property or interest therein, conveyed by the within deed or grant, and consents to the recordation hereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 110.

IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of August, 1984

By: Leta Orville Blatter  
County Counsel, Authorized Agent.

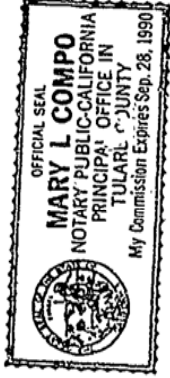
STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF TULARE )

On 8-15-, 1989, before me, the undersigned,  
a Notary Public in and for said County and State, personally  
appeared Gordon L. Bergthold, known to me to be the person whose  
name is subscribed to the within instrument, as a witness thereto,  
who being by me duly sworn, deposed and said:

That he resides at 1817 Manor Drive, Visalia, California  
and that he was present and saw Thomas J. Tafoya  
\_\_\_\_\_ personally known to

him to be the same person(s) described in, and whose name(s) is/are  
subscribed to the within annexed instrument, execute the same; and  
that affiant subscribed his name thereto as a witness to said  
execution.

WITNESS my hand and official seal.



Mary L. Compo  
Notary Public in and for said  
County and State

## EXHIBIT "A"

YETEM COLLECTION SYSTEMEasement BThomas J. Tafoya

Permanent:

Parcel No. 1

Commencing at a point on the South line of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, 549.00 feet West of the Southeast corner of said Section 33; thence North, 70.00 feet along a line parallel with the East line of said Section 33 to the True Point of Beginning; thence West, 142.29 feet along a line parallel with the South line of said Section 33 to a line that begins on the South line of said Section 33 at a point 634 feet 2 inches East of the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 33 and bears North parallel with the East line of said Section 33; thence North, 25.00 feet along a line parallel with the East line of said Section 33; thence East, 142.29 feet along a line parallel with the South line of said Section 33 to a line 549.00 feet West of and parallel with the East line of said Section 33; thence South, 25.00 feet along a line parallel with the East line of said Section 33 to the True Point of Beginning.

Parcel No. 2

Commencing at a point on the South line of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, 634 feet 2 inches East of the Southwest corner of the Southeast quarter of the Southeast quarter of the Section 33; thence North, 70.00 feet along a line parallel with the East line of said Section 33 to the True Point of Beginning; thence continuing North, 185.00 feet along a line parallel with said East line; thence East, 13.00 feet along a line parallel with the South line of said Section 33; thence South, 185.00 feet along a line parallel with the East line of said Section 33; thence West, 13.00 feet along a line parallel with the South line of said Section 33 to the True Point of Beginning.

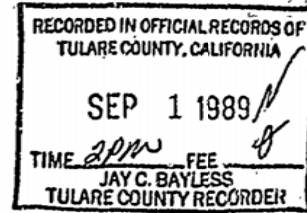
APN 035-150-15

# EXHIBIT B-24

Recording Requested By  
and Return Tax

When recorded return to

Clerk of the Board of Supervisors  
2800 Burrell Ave.  
Tulare County Civic Center  
Visalia, Ca 93291



GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor, Nasaria Marquez C/o Nasaria Marquez-Jimenez hereby grants to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, aboveground marker posts, risers and terminals, and other appurtenances, together with a right-of-way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California, described in Exhibit "A" attached hereto and incorporated herein.

The Grantors shall not cause, suffer or permit to be made any use of the Grantors' property which shall interfere with the use of said easement by the COUNTY OF TULARE. The Grantors shall not cause, suffer or permit to be constructed any new buildings, fences, structures, plantings or other improvements upon the easement, except with the prior written permission of the COUNTY OF TULARE.

Dated: 5-30-89, 1989.

Nasaria Marquez Jimenez \_\_\_\_\_

735 W. Record Dr. \_\_\_\_\_

Los Angeles Calif 90063 \_\_\_\_\_

Signature Witnessed by:

Gordon L. Berghold  
Gordon L. Berghold

VOL 4878 PAGE 247

CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27281

THIS IS TO CERTIFY that the County of Tulare grants herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_

31<sup>st</sup> day of August, 1989

By Lita Orill Blatur  
County Counsel, Authorized Agent.

STATE OF CALIFORNIA )  
                          ) ss  
COUNTY OF TULARE )

On 8.21-, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gordon L. Bergthold, known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposed and said:

That he resides at 1817 Manor Drive, Visalia, California and that he was present and saw Nasaria Marquez C/o Nasaria Marquez-Jimenez personally known to him to be the same person(s) described in, and whose name(s) is/are subscribed to the within annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.



Mary L. Compo  
Notary Public in and for said  
County and State

EXHIBIT "A"  
YETTEM COLLECTION SYSTEM

Easement B

Nasaria Marquez

Permanent:

Commencing 499.00 feet West of the Southeast corner of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, and on the South line of said Section 33; thence North 70.00 feet along a line parallel with the East line of said Section 33 to the True Point of Beginning; thence continuing North, 25.00 feet along a line parallel with said East line; thence West, 50.00 feet along a line parallel with the South line of said Section 33; thence South, 25.00 feet along a line parallel with said East line to a line that is 70.00 feet North of and parallel with the South line of said Section 33; thence East, 50.00 feet along a line that is 70.00 feet North of and parallel with the South line of said Section 33 to the True Point of Beginning.



# EXHIBIT B-25

69260

VOL 4916 PAGE 674

Recording Requested By,  
and Return To:

When recorded return to

Clerk of the Board of Supervisors  
2800 Burrell Ave,  
Tulare County Civic Center  
Visalia, Ca 93291

RECORDED IN OFFICIAL RECORDS OF TULARE COUNTY, CALIFORNIA	
DEC 5 1989	
TIME 2:00 PM	FEE 0
JAY C. BAYLESS TULARE COUNTY RECORDER	

GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor, Irene Rico hereby grants to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, aboveground marker posts, risers and terminals, and other appurtenances, together with a right-of-way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California, described in Exhibit "A" attached hereto and incorporated herein.

The Grantors shall not cause, suffer or permit to be made any use of the Grantors' property which shall interfere with the use of said easement by the COUNTY OF TULARE. The Grantors shall not cause, suffer or permit to be constructed any new buildings, fences, structures, plantings or other improvements upon the easement, except with the prior written permission of the COUNTY OF TULARE.

Dated: 6-1-89, 1989.

x Irene Rico \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

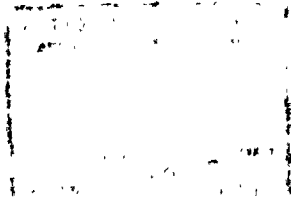
Signature Witnessed by:

Gordon L. Bergthold  
 Gordon L. Bergthold

REC-1115

1929

1929



VOL 4916 PAGE 675

CERTIFICATE OF ACCEPTANCE, GOVT. CODE SEC. 27281

THIS IS TO CERTIFY that the County of Tulare grantee herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_

31<sup>st</sup> day of August, 1929

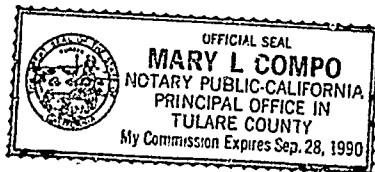
By Leta Orill Blatner  
County Counsel, Authorized Agent.

STATE OF CALIFORNIA )  
                                  ) SS  
COUNTY OF TULARE )

On 8-18, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gordon L. Bergthold, known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposed and said:

That he resides at 1817 Manor Drive, Visalia, California and that he was present and saw Irene Rico, \_\_\_\_\_ personally known to him to be the same person(s) described in, and whose name(s) is/are subscribed to the within annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.



Mary L. Compo  
Notary Public in and for said  
County and State

EXHIBIT "A"  
YETTEM COLLECTION SYSTEM

Easement B.

Irene Rico

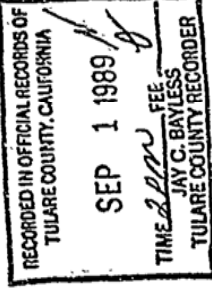
Permanent:

Commencing 449.00 feet West of the Southeast corner of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, and on the South line of said Section 33; thence North 70.00 feet along a line parallel with the East line of said Section 33 to the True Point of Beginning; thence continuing North, 25.00 feet along a line parallel with said East line; thence West, 50.00 feet along a line parallel with the South line of said Section 33; thence South, 25.00 feet along a line parallel with said East line to a line that is 70.00 feet North of and parallel with the South line of said Section 33; thence East, 50.00 feet along a line that is 70.00 feet North of and parallel with the South line of said Section 33 to the True Point of Beginning.

# EXHIBIT B-26

Recording Requested By  
and Return To:

When recorded return to  
Clerk of the Board of Supervisors  
2800 Barrill Ave.  
Tulare County Civic Center  
Visalia, Ca 93291



GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor, Carmen Tafoya and Anita Tafoya hereby grants to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, aboveground marker posts, risers and terminals, and other appurtenances, together with a right-of-way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California, described in Exhibit "A" attached hereto and incorporated herein.

The Grantors shall not cause, suffer or permit to be made any use of the Grantors' property which shall interfere with the use of said easement by the COUNTY OF TULARE. The Grantors shall not cause, suffer or permit to be constructed any new buildings, fences, structures, plantings or other improvements upon the easement, except with the prior written permission of the COUNTY OF TULARE.

Dated: 5-24, 1989.

X Carmen Tafoya  
X Anita Tafoya

Signature Witnessed by:  
Gordon L. Bergthold  
Gordon L. Bergthold

VOL 4878 PAGE 259

CERTIFICATE OF ACCEPTANCE, GOV'T. CODE SEC. 27281  
THIS IS TO CERTIFY that the County of Tulare grants herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to its recitation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this

31<sup>st</sup> day of August, 1989

By: Leta Orville Blalock  
County Counsel, Authorized Agent.



STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF TULARE )

On 8-15, 1989, before me, the undersigned,  
a Notary Public in and for said County and State, personally  
appeared Gordon L. Bergthold, known to me to be the person whose  
name is subscribed to the within instrument, as a witness thereto,  
who being by me duly sworn, deposed and said:

That he resides at 1817 Manor Drive, Visalia, California  
and that he was present and saw Carmen Tafoya and Anita Tafoya  
\_\_\_\_\_ personally known to

him to be the same person(s) described in, and whose name(s) is/are  
subscribed to the within annexed instrument, execute the same; and  
that affiant subscribed his name thereto as a witness to said  
execution.

WITNESS my hand and official seal.



Mary L. Compo  
Notary Public in and for said  
County and State

YETTEM COLLECTION SYSTEMEasement BCarmen Tafoya

Permanent

Parcel No. 1

Commencing 449.00 feet West of the Southeast corner of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian and on the South line of said Section 33; thence North, 82.50 feet parallel with the East line of Section 33 to the True Point of Beginning of the centerline of a strip of land 25.00 feet wide, the center line of which is described as follows: thence East, 159.69 feet along a line that is parallel with the South line of said Section 33; thence North 04°12'39" East, 125.84 feet; thence North 00°00'10" West, 206.82 feet, the sidelines of said strip to be shortened or lengthened to create a continuous strip.

Parcel No. 2

Commencing 449.00 feet West of the Southeast corner of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian and on the South line of said Section 33, thence North, 82.50 feet along a line parallel with the East line of said Section 33; thence East, 159.69 feet along a line parallel with the South line of said Section 33; thence North 04°12'39" East, 125.84 feet; thence North 00°00'10" West, 195.32 feet to the True Point of Beginning of the centerline of a strip of land 23.00 feet wide, the centerline of which is described as follows: thence West, 307.50 feet along a line parallel with the South line of said Section 33.

Parcel No. 3

Commencing 449.00 feet West of the Southeast corner of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian and on the South line of said Section 33, thence North, 82.50 feet along a line parallel with the East line of said Section 33; thence East, 159.69 feet along a line parallel with the South line of said Section 33; thence North 04°12'39" East, 125.84 feet; thence North 00°00'10" West, 195.32 feet; thence West, 155.00 feet along a line parallel with the South line of said Section 33 to the True Point of Beginning of the center line of a strip of land 25.00 feet wide, the center line of which is described as follows: thence South, 145.50 feet.

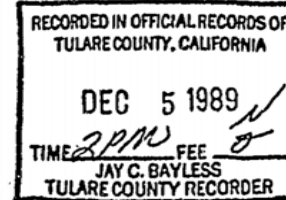
# EXHIBIT B-27

69259

Recording Requested By  
and Return To

When recorded return to

Clerk of the Board of Supervisors  
2800 Burrell Ave.  
Tulare County Civic Center  
Visalia, Ca 93291



GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor, John Acosta hereby grants to THE COUNTY OF TULARE, its successors and assigns, Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, aboveground marker posts, risers and terminals, and other appurtenances, together with a right-of-way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California, described in Exhibit "A" attached hereto and incorporated herein.

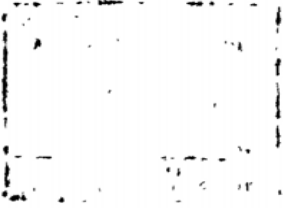
The Grantors shall not cause, suffer or permit to be made any use of the Grantors' property which shall interfere with the use of said easement by the COUNTY OF TULARE. The Grantors shall not cause, suffer or permit to be constructed any new buildings, fences, structures, plantings or other improvements upon the easement, except with the prior written permission of the COUNTY OF TULARE.

Dated: 6-19- 1989.

X [Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature Witnessed by:

[Signature]  
Gordon L. Bergthold



VOL 4916 PAGE 671

CERTIFICATE OF ACCEPTANCE, GOVT. CODE SEC. 27281.

THIS IS TO CERTIFY that the County of Tulare grantee herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this 31<sup>st</sup> day of August, 1989

Lita O'Neill Blalock  
County Counsel, Authorized Agent.

STATE OF CALIFORNIA )  
 ) ss  
 COUNTY OF TULARE )

On 8-15-89, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gordon L. Bergthold, known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposed and said:

That he resides at 1817 Manor Drive, Visalia, California and that he was present and saw John Acosta,  
 \_\_\_\_\_ personally known to him to be the same person(s) described in, and whose name(s) is/are subscribed to the within annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.



*Mary L. Compo*  
 Notary Public in and for said  
 County and State

Easement CJohn Acosta

## Permanent:

Commencing 449.00 feet West of the Southeast corner of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, and on the South line of said Section 33; thence North, 82.50 feet along a line parallel with the East line of said Section 33; thence East, 159.69 feet along a line parallel with the South line of said Section 33; thence North  $04^{\circ}12'39''$  East, 125.84 feet; thence North  $00^{\circ}00'10''$  West, 5.50 feet to the True Point of Beginning of the center line of a strip of land 25.00 feet wide, the center line of which is described as follows: thence East, 206.50 feet along a line parallel with the South line of said Section 33.

# EXHIBIT B-28



2  
RB

RECORDING REQUESTED BY:  
CLERK, BOARD OF SUPERVISORS  
AND WHEN RECORDED MAIL IS:

CLERK, BOARD OF SUPERVISORS

94-038448

Recorded  
Official Records  
County of  
Tulare  
Nadine Svoboda  
Recorder  
8:01am 20-May-94

Total .00

CS 2

THIS SPACE FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)  
12/93

When recorded return to Clerk of the Board of Supervisors, Tulare County Civic Center.

Resolution No. 94-0613

File No. 9390

(Space above for Recorders use:)

### GRANT OF EASEMENT

SAWATO JOHN HATAKEDA AND YOSHIKO HATAKEDA

(GRANTOR-GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE COUNTY OF TULARE, its successors and assigns. Grantee, the right from time to time to construct, place, inspect, maintain, replace and remove utility facilities consisting of underground conduits, pipes, manholes, drop inlets, service boxes, wires, cables, other electrical conductors, pump stations, aboveground marker posts, risers and terminals, and other appurtenances, together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Tulare, State of California.

The West 42 feet of the South 219 feet of the Southwest quarter of the Southwest quarter of Section 34, Township 16 South, Range 25 East, Mount Diablo Base and Meridian. according to the Official Plat thereof.

This document is executed and recorded solely for the benefit of the County of Tulare, without fee, pursuant to Section 6103 of the Government Code.

**CERTIFICATE OF ACCEPTANCE, GOV. CODE SEC. 27281**

THIS IS TO CERTIFY that the County of Tulare grants herein, acting by and through its duly authorized agent for such purpose, the County Counsel of the County of Tulare, hereby accepts for public purpose the real property, or interest therein, conveyed by the within deed or grant, and consents to the recordation thereof; and that a general resolution conferring such authority upon said agent is recorded in the Official Records of the County of Tulare in Book 1489, page 115.

IN WITNESS WHEREOF, I have hereunto set my hand this

17<sup>th</sup> day of May, 1994

By Lita Orly Blatner  
County Counsel, Authorized Agent.

Dated this 19 day of April, 1994 Sawato John Hatakeda

Witness: Edward S. Flory Yoshiko Hatakeda

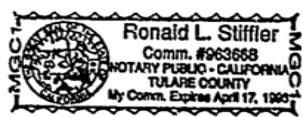
STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS.

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_, known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_

executed the same. WITNESS my hand and official seal.

Signature \_\_\_\_\_



STATE OF CALIFORNIA }  
COUNTY OF Tulare } SS.

On Apr. 25, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Edward S. Flory

personally known to me to be the person whose name is subscribed to the within Instrument, as the subscribing Witness thereto, said subscribing Witness being by me duly sworn, deposes and says: That this witness resides in Porterville, Ca.

and that said witness was present and saw Sawato John Hatakeda and Yoshiko Hatakeda

personally known to said witness to be the same person(s) described in and whose name(s) are subscribed to the within Instrument as party(ies) thereto.

WITNESS my hand and official seal.

Signature Ronald L. Stiffler

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

IN THE MATTER OF WATER SERVICE )  
FEE ADJUSTMENT FOR YETTEM WATER ) Resolution No. 2019-0734  
SYSTEM IN CSA #1 AND FOR THE )  
SEVILLE WATER SYSTEM UNDER )  
COURT-APPOINTED RECEIVERSHIP )

UPON MOTION OF SUPERVISOR VALERO, SECONDED BY SUPERVISOR VANDER POEL, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD AUGUST 20, 2019, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS CROCKER, VANDER POEL, SHUKLIAN, VALERO AND TOWNSEND  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE



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

BY: *Mercedo Lamas*  
Deputy Clerk

\*\*\*\*\*

1. Held a Public Hearing for the consideration of water service fee adjustments for the Yettem Zone of Benefit Water System in County Service Area #1 and the Seville Water System for which the County is the court-appointed receiver and determine the official number of written protests received on proposed water service fee adjustments as shown in Exhibit A effective September 1, 2019; and
2. Closed the Public Hearing and, as the number of valid protests was below 50% of the number of property owners, adopt the proposed service fee adjustments as shown in Exhibit A effective September 1, 2019.

## Exhibit A

The following rates shall take effect on September 1, 2019:

### Flat Rates

Flat Rate Increase in Future Years					
	FY 2019	FY 2020 2.5% Increase	FY 2021 2.5% Increase	FY 2022 2.5% Increase	FY 2023 2.5% Increase
Single Family Dwelling	\$ 75.05	\$ 76.90	\$ 78.85	\$ 80.80	\$ 82.80
School	\$ 79.40	\$ 81.40	\$ 83.45	\$ 85.50	\$ 87.65
Vacancy	\$ 10.65	\$ 10.90	\$ 11.15	\$ 11.45	\$ 11.75

The schedule of rate increases shall begin at the start of each Fiscal Year. Fiscal year begins on July 1<sup>st</sup> and ends June 30<sup>th</sup> each year.

Flat rates shall be in effect for all customers until such time as described below.

### Metered Rates

Base Fee Increase in Future Years					
	FY 2019	FY 2019 3.5% Increase	FY 2020 3.5% Increase	FY 2021 3.5% Increase	FY 2022 3.5% Increase
Single Family Dwelling	\$ 48.50	\$ 50.20	\$ 51.95	\$ 53.75	\$ 55.65
School	\$ 51.30	\$ 53.10	\$ 54.95	\$ 56.90	\$ 58.90
Commercial 2" Meter	\$ 145.50	\$ 150.60	\$ 155.85	\$ 161.30	\$ 166.95

The new Usage Fee is \$1.50 per 1,000 gallons. Usage Fee shall not change.

The schedule of rate increases shall begin at the start of each Fiscal Year. Fiscal year begins on July 1<sup>st</sup> and ends June 30<sup>th</sup> each year.

The metered rate shall be in effect for each customer starting one full calendar month after the completion of the installation of the meter for same customer.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:  
ALTA IRRIGATION DISTRICT  
P. O. BOX 715  
DINUBA, CA 93618

ENCROACHMENT AGREEMENT

This ENCROACHMENT AGREEMENT made this 29<sup>th</sup> day of March, 1994, by and between COUNTY OF TULARE (hereinafter referred to as "Grantee") and ALTA IRRIGATION DISTRICT, an irrigation district organized and operating under the laws of the State of California (hereinafter referred to as "Grantor") with respect to the following facts:

A. Grantor is the owner of certain real property in the County of Tulare, State of California, as more particularly shown in Exhibit "A" attached hereto and incorporated herein by this reference ("Grantor's Property").

B. Grantor's property contains ditches, canals, pipelines and other water conveyance facilities owned by Grantor known as the **BUTTON DITCH** (hereinafter referred to as "Grantor's Facilities").

C. Grantee desires to obtain from Grantor, and Grantor is willing to grant to Grantee, the right to encroach upon Grantor's Property as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties agree as follows:

1. Grant of Right to Encroach. Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee

the right to place and maintain within Grantor's Property, a **PVC PIPELINE** ("Pipeline"), not to exceed six inches (6") in diameter at the location described below.

2. **Location.** The Pipeline shall be located as described in Exhibits "B-1", "B-2" and "B-3" attached hereto and incorporated herein.

3. **Limitation.** The encroachment rights herein granted are subject to the right of Grantor to the full and beneficial use and enjoyment of Grantor's Facilities. The rights granted Grantee herein shall not in any way interfere with Grantor's use of Grantor's Facilities. Grantee shall have no right to encroach upon Grantor's Property other than as expressly granted by Grantor pursuant to this Agreement. Further, Grantee shall have no right to increase the extent of the encroachment granted herein without the express written authorization of Grantor.

4. **Indemnity; Insurance.** Grantee shall reimburse, indemnify and hold harmless Grantor from and against all damages, claims, liens, liabilities, costs and attorney's fees arising from or in connection with the rights granted herein, the placement of the Pipeline as permitted pursuant to this agreement, or its use, operation, maintenance or repair, including without limitation, all damage to property of Grantor, owners of land located within the boundaries of Grantor, and personal injury and property damage to third parties. Grantee agrees to keep and maintain sufficient self insurance reserves and liability insurance with reputable insurers which, in Grantor's sole discretion, will adequately insure the

obligations of Grantee under this paragraph. Upon demand of Grantor, Grantee shall, as a condition to the continued exercise of the rights granted hereunder, provide Grantor with a certificate of such insurance, which certificate shall provide that such insurance may not be cancelled except upon ten (10) days prior written notice to Grantor.

5. Term. The rights granted hereunder are permissive in character, and Grantor shall have the right to terminate the rights granted hereunder upon sixty (60) days notice in writing whenever, in the sole and exclusive judgment of Grantor, it is necessary to do so in order to protect the interest of Grantor or the public, or to protect and preserve the property or facilities of the Grantor. Upon any termination of this Agreement, Grantee shall promptly remove the Pipeline and all improvements from Grantor's Property, at Grantee's sole cost and expense.

6. Placement, Maintenance & Repair. The manner of placing and installing the Pipeline within Grantor's Property shall be subject to Grantor approval. The placement and installation of the Pipeline shall not be made until the manner of placement, the plans and specifications, and a description of materials to be used have been submitted in writing to Grantor and have been approved in writing by Grantor. The placement, installation, maintenance, repair and replacement of Pipeline shall be at the sole cost and expense of Grantee. Upon installation of the Pipeline, Grantee shall be required to keep and maintain said pipeline in a state of good and safe repair, at Grantee's sole cost

and expense. If Grantee fails to maintain and keep the Pipeline in a good and safe condition, Grantor may terminate Grantee's rights under this Agreement upon upon sixty (60) days notice in writing to Grantee. The above notwithstanding, Grantee shall have no right under this Agreement to enter Grantor's Property for any reasons, including the installation, placement, maintenance or repair of the Pipeline, without the prior consent of Grantor.

7. **Notice.** Any notice required to be given hereunder or any notice required to be given by law shall be in writing and may be given by personal delivery or by registered mail, postage prepaid.

8. **Exhibits.** All exhibits referred to are attached hereto and incorporated by this reference.

9. **Binding Effect.** Subject to the right of the Grantor to terminate this Agreement as set forth herein, this Agreement binds and benefits the respective heirs, successors and assigns of the parties.

10. **Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions of any provision of this Agreement unenforceable, invalid or illegal.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first above written.

**"GRANTOR"**

**ALTA IRRIGATION DISTRICT, a  
California Irrigation District**



BY Norman Waldner  
Norman Waldner, President

BY Janelle M. Cochran  
Janelle M. Cochran, Secretary

"GRANTEE"

APPROVED AS TO FORM:

BAKER, MANOCK & JENSEN

BY Douglas B. Jensen  
Douglas B. Jensen  
Attorneys for  
Grantor

COUNTY OF TULARE

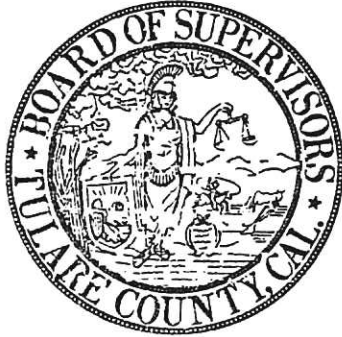
BY James E. Maples  
James E. Maples, Chairman Tulare County  
Board of Supervisors

BY Janice M. Farber  
Clerk, Tulare County Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

BY W. H. MacFarlane  
3/28/94





**ALL-PURPOSE ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_

personally appeared \_\_\_\_\_  
\_\_\_\_\_ personally known to me - OR - \_\_\_\_\_ 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

=====

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_ INDIVIDUAL(S)  
\_\_\_\_ CORPORATE OFFICERS

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
TITLE(S)

\_\_\_\_ PARTNER(S) \_\_\_\_ LIMITED  
\_\_\_\_ GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_ TRUSTEE(S)  
\_\_\_\_ GUARDIAN/CONSERVATOR  
\_\_\_\_ OTHER: \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

(Name of person(s) or entity(ies))

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAME ABOVE

\_\_\_\_\_  
\_\_\_\_\_

LEGEND

- ZONE OF BENEFIT BOUNDARY
- - - PROPOSED WATER LINE
- ◻ POTENTIAL WELL SITE
- ◻ EXISTING PRODUCTION/TREATMENT FACILITY
- PROPOSED FIRE HYDRANT
- ⊗ PROPOSED TANK SITE

1" = 400'

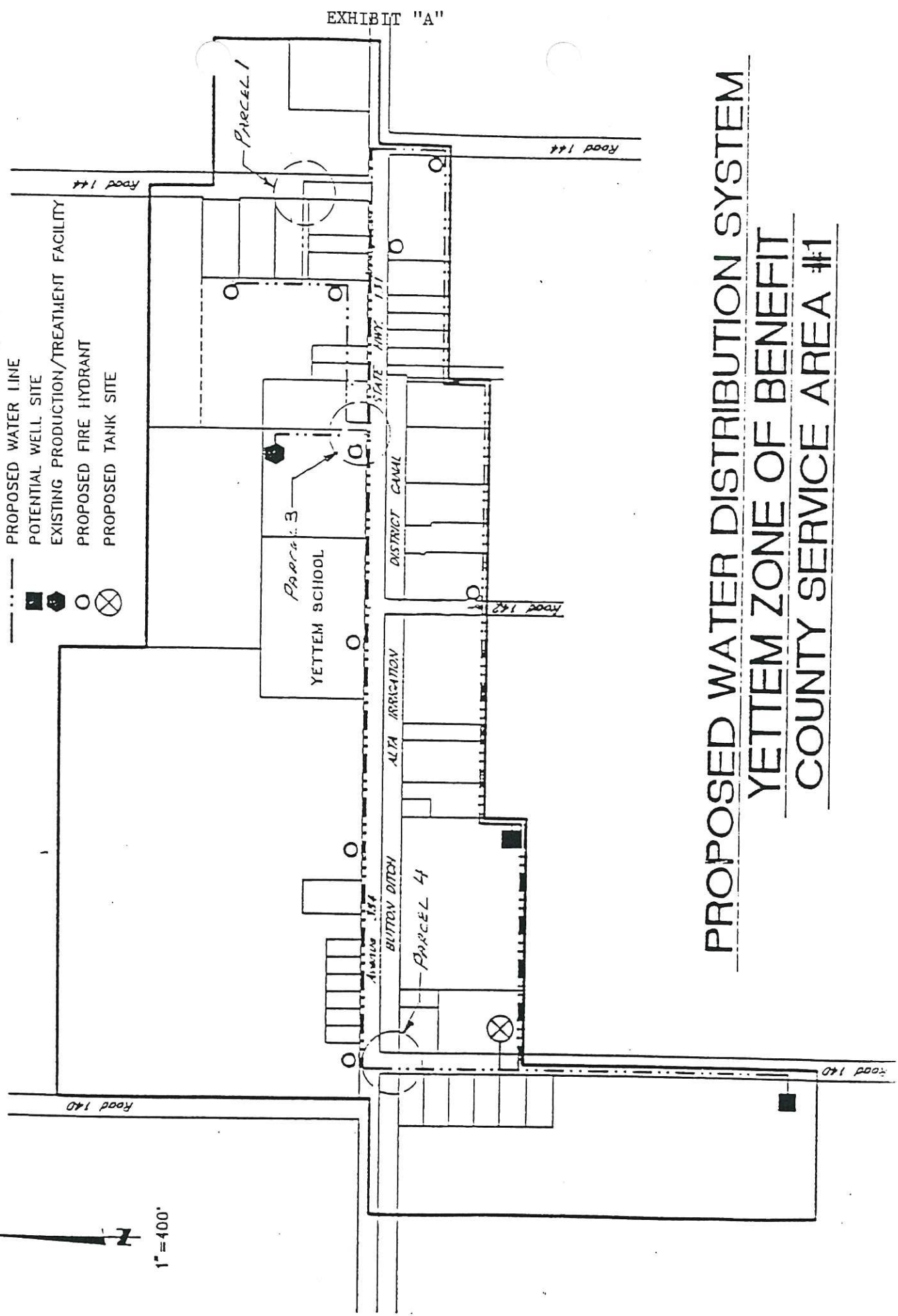


EXHIBIT "A"

PROPOSED WATER DISTRIBUTION SYSTEM  
 YETTEM ZONE OF BENEFIT  
 COUNTY SERVICE AREA #1

EXHIBIT "B-1"

YETTEM WATER SYSTEM

Alta Irrigation District

PARCEL NO. 1 - Approximately 25 feet West of Road 144 and 200 feet North of Avenue 384.

That portion of the Southeast quarter of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, described as follows:

Beginning at the Southeast corner of said Section 33; thence West, 25.00 feet along the South line of said Southeast quarter; thence North 200.00 feet along the East line of a parcel of land conveyed to the Alta Irrigation District by deed recorded January 25, 1892 in Book 53, Page 200 of Deeds, to the True Point of Beginning; thence continuing North, 25.00 feet along said East line; thence West, 45.00 feet to the West line of said parcel of land conveyed to Alta Irrigation District; thence South, 25.00 feet along said West line; thence East, 45.00 feet parallel with the South line of said Southeast quarter to the East line of said parcel of land conveyed to Alta Irrigation District and to the True Point of Beginning.

**EXHIBIT "B-2"**

**YETTEM WATER SYSTEM**

**Alta Irrigation District**

PARCEL NO. 3 - At Button Ditch crossing of Avenue 384 on the north side.

That portion of the Southeast quarter of Section 33, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, described as follows:

Beginning at a point 634 feet 2 inches East of the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 33; thence East, 13.00 feet along the South line of said Section 33; thence North, 70.00 feet parallel with the East line of said Section 33; thence West, 20.00 feet parallel with the South line of said Section 33; thence South, 70.00 feet parallel with the East line of said Section 33 to the South line of said Section 33; thence East, 7.00 feet along said South line to the point of beginning.

EXHIBIT "B-3"

YETTEM WATER SYSTEM

Alta Irrigation District

PARCEL NO. 4 - Approximately 25 feet South of Avenue 384 at Road 140.

Those portions of the Northwest quarter of Section 3 and the Northeast quarter of Section 4, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northwest corner of said Section 3; thence East 25.00 feet along the North line of said Section 3; thence South, 25.00 feet parallel with the West line of said Section 3 to the North line of a parcel of land conveyed to Alta Irrigation District by deed recorded January 25, 1892 in Book 53, Page 200 of Deeds and the True Point of Beginning; thence continuing South, 45.00 feet parallel with West line of said Section 3 to the South line of said parcel of land conveyed to Alta Irrigation District; thence East, 55.00 feet along said South line; thence North, 45.00 feet parallel with the West line of said Section 3 to the North line of said parcel of land conveyed to Alta Irrigation District; thence West, 55.00 feet along said North line to the True Point of Beginning.



2019-0059937

13  
m  
0.00

Recorded  
Official Records  
County of  
Tulare  
ROLAND P. HILL  
Clerk Recorder

REC FEE

0.00

RECORDING REQUESTED BY  
ALTA IRRIGATION DISTRICT

AND WHEN RECORDED RETURN TO:  
ALTA IRRIGATION DISTRICT  
289 NORTH L STREET  
DINUBA, CALIFORNIA 93618

FREE

08:15AM 16-Oct-2019

MO  
Page 1 of 13

—NO FEE—

Benefit of Alta Irrigation District  
Pursuant to Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT (this "Agreement") is made and entered into this 2 day of October, 2019 (the "Effective Date"), by and between ALTA IRRIGATION DISTRICT, a California irrigation district (the "District") and THE COUNTY OF TULARE, a political subdivision of the State of California (the "County"). The District and County are sometimes collectively referred to in this Agreement as the "Parties" or singularly as a "Party" or by their individual names.

**RECITALS**

A. WHEREAS, the District has prior rights and was formed on August 14, 1888 for the purpose of delivering surface water from the Kings River to landowners in the Counties of Fresno, Kings, and Tulare; and

B. WHEREAS, the District is a California Irrigation District organized and existing under and by virtue of the Irrigation District Law, Division 11 of the California Water Code; and

C. WHEREAS, the District must have full access to and control over its facilities and the operation thereof, so the District may have to take possession and control of any improvements in the District's right-of-way to prevent damage to those facilities or impairment of the operations thereof; and

D. WHEREAS, the District holds an easement and right-of-way for ditches, canals, pipelines, and other water conveyance facilities known as the Sontag Ditch ("District Property"); and

E. WHEREAS, the County desires to obtain from the District, and District is willing to grant to County the right to encroach underground upon the District Property as set forth herein; and

F. WHEREAS, the County anticipates that the Yettem-Seville Community Services District may assume all interest in the Encroachment; and



G. WHEREAS, the Parties agree this Agreement will bind any future successors of the Encroach, which the Parties believe to be the Yettem-Seville Community Service District, or any entity which acquires interest in the Encroachment.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties hereby agree as follows:

1. **Right to Encroach.** For consideration, and subject to the terms and conditions of this Agreement, the District hereby grants to the County the right to place and maintain four (4) subterranean water pipeline crossings ("Encroachment").
2. **Encroachment.** The authorized Encroachment (near the intersection of Seville Avenue and Roads 153, 154, 155, and 156 in the community of Seville) is limited to about fifty (50) linear feet, at each crossing, of high density polyethylene conduit with a nominal diameter of about six (6) inches for the crossings at Roads 153, 154, and 155 and nominal diameter of about eight (8) inches at Road 156, installed at a depth such that there is a minimum vertical separation of three (3) feet between the exterior walls of the Encroachment and District facility, and crossing at approximately ninety (90) degrees to the centerline of District facility. Encroachment will maintain that depth, associated with the vertical separation requirement, for the full width of the District's Property; no grade breaks. Exhibit "A" is a tabular summary of key parameters associated with the Agreement. Improvements not authorized under this Agreement include, but are not limited to, the following: signage, poles, pull boxes, guy wires, or any other improvements altering District operations or maintenance activity.
3. **Location.** The location where the Encroachment is permitted on District Property is described in Exhibit "B" and shown on Exhibit "C", attached hereto and incorporated herein by these references. Exhibit "C" contains plan and profiles views i) delineating horizontal and vertical separation between Encroachments and District facility, ii) labeling flow line elevations for Encroachment and District facility, iii) identifying Encroachment and District facility(ies), and iv) showing limits of District Property.
4. **Cost and Fee.** County acknowledges and agrees to pay, in full as part of the execution of this Agreement, an encroachment fee of Four Hundred Dollars and No Cents (\$400.00) per crossing. Encroachment fee will accompany two (2) signed originals of this Agreement. If payment is not provided with the signed originals, then execution of this Agreements will be delayed.
5. **Limitations; Obligations.**
  - (a) The exercise by County of its rights pursuant to the Agreement is subject to the right of District to the full and beneficial use and enjoyment of the District Property. County shall not in any way interfere with or disrupt District's use of the District Property.

(b) Prior to placement of the Encroachments, County, at its sole cost and expense, shall obtain all necessary permits, licenses, authorizations, approvals or other governmental dispensations required to proceed with County's activities pursuant to this Agreement.

(c) County shall ensure that all activities performed on District Property with respect to the Encroachments are performed (i) in conformance with all applicable federal and State laws and regulations, and (ii) in a good and workmanlike manner.

(d) County shall promptly pay all claims, especially those secured by a mechanic's or materialman's lien against the District Property or any interest therein, for labor or materials furnished or alleged to have been furnished to or for County at or for use on the Encroachments thereto.

6. **Placement, Maintenance and Repair.** County shall not enter the District Property for any reason, including the installation, placement, maintenance, or repair of the Encroachment, without the prior written consent of the District. Furthermore, County shall not install or place the Encroachment until the manner of placement, the plans and specifications for such placement, and the description of materials to be used have been submitted in writing to the District and have been approved in writing by the District. The placement, installation, maintenance, repair, and replacement of the Encroachment shall be at the sole cost and expense of the County. In no event shall the District be responsible for any damage to such Encroachment, whether caused by District maintenance and cleaning operations, or otherwise. County further agrees at all times to keep the Encroachment in a state of good and safe repair, at County's sole cost and expense. Moreover, County shall be responsible for all costs and expenses associated with replacing, restoring, or relocating the Encroachment if District, at the sole discretion of District, repairs, replaces, updates, or maintains District facilities or the District Property.

Notwithstanding anything else to the contrary in this Agreement, District shall at all times have the right (but not the obligation) to stop the use of the Encroachment if District determines it to be in an unsafe condition. Upon such cessation and at County's sole cost and expense, County shall take actions determined by the District to be necessary to bring the Encroachment into a good and safe condition. If within a reasonable time County fails to take such necessary actions to bring the Encroachments into a good and safe condition, then District may terminate County's rights under this Agreement by providing notice to the County of such termination.

7. **Inspection.** County agrees to notify the District's Superintendent at least two (2) business days before Work commences within the District's Property. At the County's sole cost and expense, the District may inspect the Work to ensure that the Project, as built, conforms to the Plans and Specifications. Such inspections may extend to all phases of the Work, including, but not limited to, the preparation of materials to be used. Failure of the District to detect any deviation from the Plan and Specifications, deficient materials or workmanship or any other defects in the Work shall not (i) release the County or Contractor from any obligation to correct such defects or from any liability resulting therefrom, or (ii) impose any liability on the District.

8. **Rights Not Exclusive.** The rights granted herein by the District are not exclusive and shall not in any way interfere with District's use of the District Property. The District reserves the right to the full and beneficial use and enjoyment of the District Property for any and all District purposes. To maintain District facilities, District shall have the right to use any Encroachments placed, maintained, or constructed. County shall construct, operate, or maintain the Encroachments in a manner that does not diminish or restrict the ability of the District to use District Property for any District purpose and County shall have no right to encroach upon the District Property other than as expressly granted by the District pursuant to this Agreement. County shall have no right to increase the extent of the encroachment into the District Property as granted within this Agreement, without the express written authorization of the District.

9. **Term.** The term of this Agreement shall be ten (10) years, commencing on the Effective Date of this Agreement and ending on the tenth (10<sup>th</sup>) anniversary thereof. After the initial ten (10) years, the term of this Agreement is automatically extended for additional one (1)-year terms, unless at least thirty (30) days prior to the end of the previous term either Party gives written notice of termination. Notwithstanding any other provision in this Agreement to the contrary, it is understood and agreed by both Parties that the rights granted hereunder are permissive in character, and that the District shall have the right to terminate the right to encroach granted hereunder in the sole and exclusive judgment of the District whenever the District determines it is necessary to do so to protect the interests of the District or the public, or to protect and preserve the property or facilities of the District. Notwithstanding the above, District may terminate this Agreement upon the termination of use or abandonment of the Encroachments. Abandonment shall occur upon the non-use of the Encroachments for one (1) year. Upon any termination of this Agreement, County shall promptly stop the use of and remove said Encroachments from the District Property, at County's sole cost and expense.

10. **Indemnity; Liability Insurance.** County agrees to indemnify, defend, and hold the District and its directors, officers, employees, agents and consultants, harmless from and against any and all claims, demands, losses, obligations, damages, liabilities, causes of action, costs, and expenses (including without limitation, reasonable attorneys', paralegals, and other professionals fees and costs) arising out of or in connection with any rights granted herein, the placement of the Encroachments as permitted by this Agreement, or its use, operation, maintenance, or repair, including, without limitation, all damage to property of the County or District, District Utilities, and personal injury and property damage to third parties.

The Parties acknowledge that the County is self-insured. The Parties further understand that the County's general contractor has procured and shall maintain for the duration of the project, Commercial General Liability (CGL) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Encroachments, condition of the District Property, and any improvements thereon. Coverage shall be at least as broad as Insurance Services Office (ISO) Form CG 0001 covering on an "occurrence" basis, with limits no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The District and its directors, officers, employees, agents and consultants, are to

be covered as additional insured's on the CGL. Upon demand, at the sole discretion of the District, and as a condition to the continued exercise of the rights granted hereunder, County may be required to provide the District with a certificate of such general contractor's insurance naming the District and its directors, officer, employees, agents and consultants. The insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice (10 days for non-payment) has been provided to the District.

11. **Notices.** All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission and shall be deemed sufficiently given if served in a manner specified in this Section 11. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

To District: Alta Irrigation District  
289 North L Street  
Dinuba, California 93618  
Telephone: (559) 591-0800  
Facsimile: (559) 591-5190

To County: County of Tulare  
Resource Management Agency  
5961 S. Mooney Blvd. Visalia, CA 93277  
Telephone: (559) 624-7000  
Facsimile: (559) 730-2653

Either Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

12. **Entire Agreement.** This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

13. **Amendments.** No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized by representatives of both Parties.

14. **Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assignees of the respective Parties. The Parties acknowledge that the County intends to assign its interests in the Encroachment to the Yettem-Seville Community Services District, or whatever entity that acquires the interest in the Encroachment, and that such assignment is subject to this Agreement.

15. **Assignment.** County may assign any or all of its rights and obligations under this Agreement. The County shall remain directly liable to the District for the performance of any and all provisions of this Agreement or any agreement relating hereto, until it assigns its entire interest in the Encroachment, subject to this Agreement, to the Yettem-Seville Community Services District, or whatever entity that acquires the County's entire interest in the Encroachment.

16. **Governing Law.** This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California (without giving effect to any choice of law principles).

17. **Severability.** If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

18. **Headings.** The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**“County”**

COUNTY OF TULARE,  
a political subdivision of the State of California

By *Kuyler Crocker*  
Kuyler Crocker, Chairman  
County of Tulare Board of Supervisors

**“District”**

ALTA IRRIGATION DISTRICT,  
a California irrigation district

By *Jack Brandt*  
Jack Brandt, President

By *Chad B. Wegley*  
Chad B. Wegley, Secretary

ATTEST

*Jason T. Britt*  
County Administration Officer/Clerk of the Board

By *Mercedez*  
Deputy Clerk

Approved as to Form  
County Counsel

By *[Signature]*  
Deputy 2019578 9/30/19

Date \_\_\_\_\_



## 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.

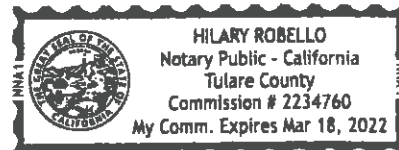
State of California  
County of Tulare

On October 2, 2019 before me, Hilary Robello, Notary Public  
(insert name and title of the officer)

personally appeared Kuyler Crocker  
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

Hilary Robello

(Seal)

# 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 October 10, 2019 before me, Luis Miguel Rios, Notary Public  
(insert name and title of the officer)

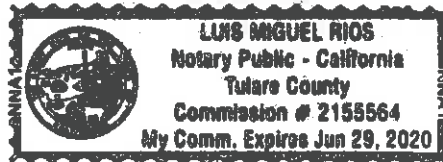
personally appeared Jack Brandt & Chad B. Wegley,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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





**EXHIBIT "A"**

Encroachment Owner	County of Tulare
Type of Encroachment	HDPE
Purpose of Encroachment	Water Line
Ditch Crossing	Sontag
Diameter / Size	6 inches (Rds 153, 154, 155) 8 inches (Rd 156)
Year Installed	2019
Minimum Vertical Separation	3 feet
Latitude @ Entrance (Sontag, Rd. 156) Longitude @ Entrance (Sontag, Rd. 156)	36.482752° -119.223296°
Latitude @ Exit (Sontag, Rd. 156) Longitude @ Exit (Sontag, Rd. 156)	36.482617° -119.223297°
Latitude @ Entrance (Sontag, Rd. 155) Longitude @ Entrance (Sontag, Rd. 155)	36.482759° -119.225421°
Latitude @ Exit (Sontag, Rd. 155) Longitude @ Exit (Sontag, Rd. 155)	36.482623° -119.225422°
Latitude @ Entrance (Sontag, Rd. 154) Longitude @ Entrance (Sontag, Rd. 154)	36.482743° -119.227677°
Latitude @ Exit (Sontag, Rd. 154) Longitude @ Exit (Sontag, Rd. 154)	36.482613° -119.227675°
Latitude @ Entrance (Sontag, Rd. 153) Longitude @ Entrance (Sontag, Rd. 153)	36.482758° -119.229934°
Latitude @ Exit (Sontag, Rd. 153) Longitude @ Exit (Sontag, Rd. 153)	36.482618° -119.229935°

**EXHIBIT "B"**

Real property in the County of Tulare, State of California, described as follows:

Sontag Ditch (Road 156 and Seville Avenue)

## EXHIBIT "C"

Plan and Profiles Views of Encroachments (not part of recording; see project folder at Alta Irrigation District, 289 North "L" Street, Dinuba CA. 93618).

CERTIFICATE OF ACCEPTANCE

In accordance with the provision of Section 27281 of the California Government Code of the State of California, this will certify that the interest in real property conveyed by the attached instrument dated **October 2, 2019**, Alta Irrigation District did authorize the signature of the **Encroachment Agreement** at a regular meeting of Alta Irrigation District held on **September 13, 2018**, by Jack Brandt, President and Chad B. Wegley, Secretary of Alta Irrigation District.

Alta Irrigation District hereby consents to the recordation of the attached instrument by and through its undersigned duly authorized officer.

Dated: October 10, 2019

By: 

Chad B. Wegley  
Secretary to the Board/General  
Manager