

## REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: June 19, 2019

Agenda Number: B-9

### SUBJECT:

Consideration of a Resolution Approving Annexation of Love's Country Stores of California, Love's Hospitality of CA, The Tint Shop (Jose Flores and Francisco Flores), Madera County Public Health and Department of Social Services (Madera H&HS LLC), Boston Motor's Inc. (Arturo Mejia and Micaela A Meijia), Starbucks Drive-Thru & Outdoor Patio (First Priority Funding, LLC), Nassar Parcel Map 19-P-01 (Palepino, LLC), Crown Tozer Subdivision (Joseph Crown Construction and Development Inc.), Burger King (Pasquale Desantis and Carmela Desantis), East Almond (Mukker) Medcial Office (Jalebi,LLC), and CVI Group Subdivision into Zone of Benefit 51; Confirming the Diagram and Assessment for City Wide Landscape and Lighting Assessment District (LMD) Zone of Benefit 51 for Fiscal Year (FY) 2019/2020; and Authorizing the Mayor to Execute the Covenant on Behalf of the City

### RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution providing for the annexation of properties into LMD Zone of Benefit 51.

### SUMMARY:

The developments and/or mapping of Love's Country Stores of California, Love's Hospitality of CA, The Tint Shop (Jose Flores and Francisco Flores), Madera County Public Health and Department of Social Services (Madera H&HS LLC), Boston Motor's Inc. (Arturo Mejia and Micaela A Meijia), Starbucks Drive-Thru & Outdoor Patio (First Priority Funding, LLC), Nassar Parcel Map 19-P-01 (Palepino, LLC), Crown Tozer Subdivision (Joseph Crown Construction and Development Inc.), Burger King (Pasquale Desantis and Carmela Desantis), East Almond (Mukker) Medcial Office (Jalebi,LLC), and CVI Group Subdivision were approved by the City of Madera Planning Commission or the Development Review Committee. A requirement of the project

development's was annexation of the parcels into the existing City's LMD Zone of Benefit 51 for perpetual maintenance of landscaping.

The covenants for Zone of Benefit 51 consent to an annual change in the range of the assessment in the amount of the Engineering News-Record Construction Cost (ENRCC) Index plus two percent.

#### **DISCUSSION:**

In June of 1991, the City formed the City-Wide Landscape Assessment District or Districts which allowed for individual LMDs to be formed for the purposes of levying assessments against new development for the maintenance of landscaped areas including median islands, certain park strips, frontage road islands, and certain landscaped out-lots. Ultimately, the creation of LMDs led to a greater ability to provide projects that met with the City's goals of more attractive development. In recent years, the City has taken efforts to halt or slow the growth of zones through annexation of new developments into existing zones where such annexation was logical.

LMD Zone 51 is responsible for maintenance of landscape areas throughout the City along Country Club Drive, Pine Street, Pecan Avenue, Westberry Boulevard and the Riverwalk Subdivision. The annexations proposed with this resolution include landscaping in Avenue 17 and Sharon Boulevard for the new Love's Travel Stop, and Tozer Street for Madera County Health and Department of Social Services & the Crown Tozer Subdivision.

City staff requests Council to consider and approve the covenants attached herein which have been signed and notarized by the respective property owners, and approve the covenants attached herein which have not yet been signed by their respective owners but are anticipated to be signed, notarized, and delivered to City staff.

#### **FINANCIAL IMPACT:**

The individual parcels will be responsible for participating in the cost of maintaining existing and proposed landscaping additions to Zone 51. There are no financial impacts to the General Fund unless future costs exceed that which cannot be recovered through adjustments allowed through the individual covenants and are also later rejected by parcel owners through a Proposition 218 hearing.

#### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The inclusion of the parcels into LMD Zone of Benefit 51 is consistent with:

**Strategy 126** - Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets.



**Action 134.1** - Consider establishment of design/landscape standards for neighborhoods and business construction - Current landscape design standards have been enforced which aid in the establishment of Well-Planned Neighborhoods and Housing.

**ALTERNATIVES:**

If Council does not accept the annexation of the parcels into the existing LMD zone, maintenance of the landscape areas would only occur if another possible zone were identified or if the City of Madera assumed such responsibility and associated costs.

**ATTACHMENTS:**

1. Resolution of Confirmation of the Diagram and Assessments for Zone of Benefit 51
2. Landscape Maintenance District Covenants
3. Assessment Diagrams
4. LMD Zone Location Map

**ATTACHMENT 1**  
RESOLUTION

RESOLUTION NO. 19-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF LOVE'S COUNTRY STORES OF CALIFORNIA, LOVE'S HOSPITALITY OF CA, THE TINT SHOP (JOSE FLORES AND FRANCISCO FLORES), MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES (MADERA H&HS LLC), BOSTON MOTOR'S INC. (ARTURO MEJIA AND MICAELA A MEIJIA), STARBUCKS DRIVE-THRU & OUTDOOR PATIO (FIRST PRIORITY FUNDING, LLC), NASSAR PARCEL MAP 19-P-01 (PALEPINO, LLC), CROWN TOZER SUBDIVISION (JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT INC.), BURGER KING (PASQUALE DESANTIS AND CARMELA DESANTIS), EAST ALMOND (MUKKER) MEDICAL OFFICE (JALEBI, LLC), AND CVI GROUP SUBDIVISION INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT (LMD) ZONE OF BENEFIT 51 FOR FISCAL YEAR (FY) 2019/2020; AND AUTHORIZING THE MAYOR TO EXECUTE THE COVENANT ON BEHALF OF THE CITY

**WHEREAS**, Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act" provided for the formation of individual districts; and

**WHEREAS**, the recommended assessments for Fiscal Year (FY) 2019/2020 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

**WHEREAS**, all of the owners of property proposed to be annexed to the Zone of Benefit 51 of said District consisting of Love's Country Stores of California, Love's Hospitality of CA, The Tint Shop, Madera County Public Health and Department of Social Services, Boston Motor's Inc., Starbucks Drive-Thru & Outdoor Patio, Nassar Parcel Map 19-P-01, Crown Tozer Subdivision, Burger King, East Almond (Mukker) Medical Office, and CVI Group Subdivision, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said

annexation and such annexation may be ordered without notice and hearing or filing of Engineer's Report, or both;

**WHEREAS**, the property owners have agreed that the annual assessment is proportional to, and no greater than, the special benefit conferred on the property by being annexed into the Landscape Maintenance District; and

**WHEREAS**, the property owner has consented to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost (ENRCC) Index (Los Angeles), plus two percent (2%). The property owner agreed that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the ENRCC Index since the most recent change in the assessment plus two percent per year;

**WHEREAS**, the property owner further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs, provided such assessment is consistent with the terms of this covenant.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY**, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. That the public interest and convenience require that certain properties described in Exhibit "A" attached hereto and by reference incorporated herein be annexed



to City Landscape Maintenance District as Zone of Benefit 51 for the maintenance and servicing of landscaping facilities.

3. The Mayor is authorized to execute the covenants on behalf of the City.
4. The City Council hereby confirms the diagram and annual assessments as set forth in the agreement "COVENANT LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 51" for the certain properties described in Exhibit "A" attached hereto and by reference incorporated herein, as the same may be modified, and levies the assessments for FY 2019/2020.
5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.
6. This resolution is effective immediately upon adoption.

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# **EXHIBIT "A"**

## **Legal Description**

**LOVE'S COUNTRY STORES OF CALIFORNIA**

**APN: 013-240-003**

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Parcels 1, 3 and 4 as shown on Parcel Map No. 16-P-01, according to the map recorded November 18, 2016 in Book 63, Pages 35, 36 and 37 of Parcel Maps, Madera County Records.

## **EXHIBIT "A"**

### **Legal Description**

**LOVE'S HOSPITALITY OF CA**

**APN: 013-240-003**

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**Parcel 2 of Parcel Map No. 16-P-01, according to the map recorded November 18, 2016 in Book 63, Pages 35, 36 and 37 of Parcel Maps, Madera County Records.**

EXHIBIT "A"  
Legal Description

THE TINT SHOP

For APN/Parcel ID(s): 012-013-018-000

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 25 TO 28, IN BLOCK 3 OF PARK ADDITION, ACCORDING TO THE MAP ENTITLED "PARK ADDITION TO THE CITY OF MADERA, CAL." FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF FRESNO COUNTY, CALIFORNIA, ON APRIL 27, 1893 AND RECORDED AS NO. 28.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL that certain real property, being a portion of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records, and situate in the Southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, being more particularly described as follows:

**BEGINNING** at the West quarter corner of said Section 20, said corner being marked with a 2" diameter brass disc, said Point of Beginning being also the Northwest corner of said Lot 24;  
thence along the East-West centerline of said Section 20, being also the North line of said Lot 24, North 89°45'50" East 576.34 feet to a point from which the Northeast corner of said Lot 24 bears North 89°45'50" East 100.17 feet;  
thence leaving said East-West centerline, being also the North line of said Lot 24 and proceeding South 00°14'10" East 341.50 feet to a point which is 101.89 feet distant at right angles from the East line of said Lot 24;  
thence parallel with and 341.50 feet distant at right angles from said East-West centerline South 89°45'50" West 574.67 feet to a point on the West line of said Southwest quarter, being also a point on the West line of said Lot 24;  
thence along said West line of the Southwest quarter and Lot 24, North 00°30'57" West 341.50 feet to the Point of Beginning.

Containing 196,536 square feet (4.51 acres), more or less.

SUBJECT TO all easements, road dedications and/or rights-of-way of record.

  
Rien Groenewoud, P.L.S. 6946



11/14/17

MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES

MADERA H&HS 1 LLC

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

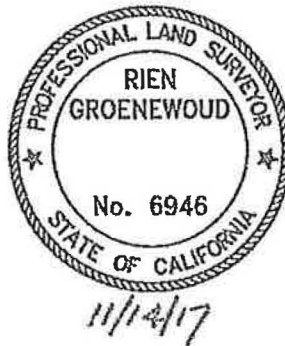
ALL that certain real property, being a portion of Lots 23 and 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records, and situate in the Southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, being more particularly described as follows:

**BEGINNING** at a point on the East-West centerline of said Section 20, being also a point on the North line of said Lot 24, from which the Northwest corner of said Lot 24, being also the West quarter corner of said Section 20, bears South 89°45'50" West 576.34 feet, said Point of Beginning bears also South 89°45'50" West 100.17 feet from the most Northerly common corner of said Lots 23 and 24;  
thence along said East-West centerline and said North line of Lot 24 and the North line of said Lot 23, North 89°45'50" East 522.50 feet to a point which is South 89°45'50" West 224.19 feet from the Northeast corner of said Lot 23;  
thence leaving last said East-West centerline and North line of Lot 23 and proceeding South 00°14'10" East 298.00 feet to a point which is 225.73 feet distant at right angles from the East line of said Lot 23;  
thence parallel with and 298.00 feet distant at right angles from said East-West centerline South 89°45'50" West 149.00 feet to a point which is 374.73 feet distant at right angle from said East line;  
thence South 00°14'10" East 43.50 feet to a point which is 374.95 feet distant at right angles from said East line;  
thence parallel with and 341.50 feet distant at right angles from said East-West centerline South 89°45'50" West 373.50 feet to a point which is 101.89 feet distant at right angles from the common line of said Lots 23 and 24;  
thence North 00°14'10" West 341.50 feet to the Point of Beginning.

Containing 171,952 square feet (3.95 acres), more or less.

SUBJECT TO all easements, road dedications and/or rights-of-way of record.

  
Rien Groenewoud, P.L.S. 6946



MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES

MADERA H&HS 2 LLC

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL that certain real property, being a portion of Lots 23 and 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records, and situate in the Southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, being more particularly described as follows:

**BEGINNING** at a point on the West line of said Southwest quarter, being also a point on the West line of said Lot 24, from which the West quarter corner of said Section 20, said corner being marked with a 2" diameter brass disc, being also the Northwest corner of said Lot 24, bears North 00°30'57" West 341.50 feet;  
thence parallel with the East-West centerline of said Section 20, North 89°45'50" East 683.17 feet to a point which is 6.61 feet distant at right angles from the common line between said Lots 23 and 24;  
thence South 00°14'10" East 141.00 feet to a point which is 5.90 feet distant at right angles from said common line;  
thence parallel with and 482.50 feet distant at right angles from said East-West centerline South 89°45'50" West 285.00 feet to a point which is 279.10 feet distant at right angles from said common line;  
thence South 00°14'10" East 146.25 feet to a point which is 279.84 feet distant at right angles from said common line;  
thence parallel with and 628.75 feet distant at right angles from said East-West centerline South 89°45'50" West 396.77 feet to a point on said West line of the Southwest quarter and Lot 24;  
thence along last said West line North 00°30'57" West 287.25 feet to the Point of Beginning.

Containing 154,359 square feet (3.54 acres), more or less.

SUBJECT TO all easements, road dedications and/or rights-of-way of record.

  
Rien Groenewoud, P.L.S. 6946



MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES

MADERA H&HS 3 LLC

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL that certain real property, being a portion of Lots 23 and 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records, and situate in the Southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, being more particularly described as follows:

**BEGINNING** at a point which is 6.61 feet distant at right angles from the common line between said Lots 23 & 24, and from said Point of Beginning the West quarter corner of said Section 20, said corner being marked with a 2" diameter brass disc and being also the Northwest corner of said Lot 24, bears North 63°43'57" West 765.26 feet;  
thence parallel with and 341.50 feet distant at right angles from the East-West centerline of said Section 20, North 89°45'50" East 265.00 feet to a point which is 374.95 feet distant at right angles from the East line of said Lot 23;  
thence North 00°14'10" West 43.50 feet to a point which is 374.73 feet distant at right angles from said East line;  
thence parallel with and 298.00 feet distant at right angles from said East-West centerline North 89°45'50" East 149.00 feet to a point which is 225.73 feet distant at right angles from said East line;  
thence South 00°14'10" East 317.75 feet to a point which is 227.38 feet distant at right angles from said East line;  
thence parallel with and 615.75 feet distant at right angles from said East-West centerline South 89°45'50" West 396.50 feet to a point which is 22.73 feet distant at right angles from said common line;  
thence South 00°14'10" East 13.00 feet to a point which is 22.66 feet distant at right angle from said common line;  
thence parallel with and 628.75 feet distant at right angles from said East-West centerline South 89°45'50" West 302.50 feet to a point which is 279.84 feet distant at right angles from said common line;  
thence North 00°14'10" West 146.25 feet to a point which is 279.10 feet distant at right angles from said common line;  
thence parallel with and 482.50 feet distant at right angles from said East-West centerline North 89°45'50" East 285.00 feet to a point which is 5.90 feet distant at right angles from said common line;  
thence North 00°14'10" West 141.00 feet to the Point of Beginning.

Containing 161,930 square feet (3.72 acres), more or less.

SUBJECT TO all easements, road dedications and/or rights-of-way of record.



Rien Groenewoud, P.L.S. 6946



10/27/17

MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES

MADERA H&HS 4 LLC



**EXHIBIT "A"**  
Legal Description

BOSTON MOTOR'S INC.

For APN/Parcel ID(s): 007-123-003, 007-123-004, 007-123-005 and 007-123-006

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Lot 9 in Block 45 of Hughes Addition to the Town, now City of Madera, according to the map entitled, "Map of Lankershim Colony and Addition to the Town of Madera &c", filed for record in the office of the County Recorder of the County of Madera, California, on February 5, 1889 in Book 4 of Maps, at page 31.

APN: 007-123-003

Parcel Two:

Lots 10 and 11 in Block 45 of Hughes Addition to the Town, now City of Madera, according to the map entitled, "Map of Lankershim Colony and Addition to the Town of madera &c", filed for record in the office of the County Recorder of the County of Madera, California, on February 5, 1889 in Book 4 of Maps, at page 31.

APN: 007-123-004

Parcel Three:

Lots 12 and 13 in Block 45 of Hughes Addition to the Town, now City of Madera, according to the map entitled, "Map of Lankershim Colony and Addition to the Town of madera &c", filed for record in the office of the County Recorder of the County of Madera, California, on February 5, 1889 in Book 4 of Maps, at page 31.

APN: 007-123-005

Parcel Four:

Lots 14 and 15 in Block 45 of Hughes Addition to the Town, now City of Madera, according to the map entitled, "Map of Lankershim Colony and Addition to the Town of madera &c", filed for record in the office of the County Recorder of the County of Madera, California, on February 5, 1889 in Book 4 of Maps, at page 31.

APN: 007-123-006

# EXHIBIT "A"

## Legal Description

### STARBUCKS DRIVE-THRU & OUTDOOR PATIO

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BEING A PORTION OF BLOCKS 17 1/2 AND 18 AND ADJOINING VACATED AND ABANDONED ALLEYWAYS AND STREETS OF HUGHES ADDITION TO THE TOWN, (NOW CITY) OF MADERA, RECORDED FEBRUARY 5, 1889 IN BOOK 4 PAGE 31 OF MAPS, FRESNO COUNTY RECORDS, SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT ON THE NORTHEASTERLY LINE OF SAID BLOCK 18, FROM WHICH THE MOST NORTHERLY NORTHEAST CORNER OF BLOCK 19 OF SAID HUGHES ADDITION, LIES NORTHERLY, A DISTANCE OF 630.00 FEET; THENCE AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE, SOUTH 50°07'00" WEST, A DISTANCE OF 182.00 FEET TO **THE POINT OF BEGINNING**;

THENCE CONTINUING, SOUTH 50°07'00" WEST, A DISTANCE OF 145.00 FEET; THENCE PERPENDICULAR TO THE NORTHERLY LINE OF SAID OLIVE AVENUE, SOUTH 00°00'27" EAST, A DISTANCE OF 55.42 FEET TO THE NORTHERLY LINE OF OLIVE AVENUE;

THENCE NORTH 89°59'33" EAST, A DISTANCE OF 235.24 FEET, ALONG THE NORTHERLY LINE OF OLIVE AVENUE TO A POINT THAT SAID NORTHERLY LINE INTERSECTS WITH A LINE RUNNING THROUGH THE POINT OF BEGINNING OF THIS DESCRIPTION AND IS PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK 18;

THENCE ALONG SAID PARALLEL LINE, NORTH 39°53'00" WEST, A DISTANCE OF 193.35 FEET TO **THE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.47 ACRES, MORE OR LESS.

**EXHIBIT "A"**  
Legal Description

**NASSAR MEDICAL PARCEL MAP**

For APN/Parcel ID(s): 012-390-012-000

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL B OF PARCEL MAP NO. 08-P-08 FILED FOR RECORD JULY 2, 2009 IN BOOK 59 OF MAPS AT PAGES 38 AND 39, MADERA COUNTY RECORDS.

## **EXHIBIT "A"**

Legal Description

### **CROWN TOZER SUBDIVISION**

**For APN/Parcel ID(s): 008-180-001, 008-180-002, 008-180-003 and 008-180-004**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCELS 1, 2, 3 AND 4 OF PARCEL MAP 1073, ACCORDING TO THE MAP THEREOF RECORDED AUGUST 5, 1977 IN BOOK 23 OF MAPS, AT PAGES 92 AND 93, MADERA COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE COUNTY OF MADERA IN DEED RECORDED MARCH 9, 1977 IN BOOK 1316 OF OFFICIAL RECORDS, PAGE 636, MADERA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF ANY KIND OR CHARACTER, IN, ON, OR THEREUNDER, AS RESERVED IN DEED(S) OF RECORD.



## **EXHIBIT "A"**

### **Legal Description**

**BURGER KING**

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Parcel 1 of Parcel Map No. 18-P-03, according to the map thereof recorded May 3, 2019 in Book 65, Pages 42 and 43 of Parcel Maps, Madera County Records.

## EXHIBIT "A" LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Madera, City of Madera, described as follows:

**Parcel 1:**

Parcel "F", as shown on, "Parcel Map No. 08-P-05", in the City of Madera, County of Madera, State of California, filed for record on January 23, 2009 in Book 58, Pages 138 and 139 of Parcel Maps, in the Office of the County Recorder of said County.

**Parcel 2:**

Those certain reciprocal non-exclusive easements for pedestrian and vehicular ingress and egress and other matters as contained in "Declaration of Reciprocal Easements, Covenants and Restrictions", recorded 1/23/2009, as Instrument No. 2009-002163, Official Records.

A.P.N. 012-390-021

**EAST ALMOND (MUKKER) MEDICAL OFFICE**

**EXHIBIT "A"**  
LEGAL DESCRIPTION

CVI SUBDIVISION

APN:004-170-008

ALL THAT PORTION OF LOT 117, ACCORDING TO THE MAP ENTITLED, "MILLER & LUX SUBDIVISION OF LANDS AT MADERA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, STATE OF CALIFORNIA AND RECORDED ON FEBRUARY 2, 1895 IN VOL. 1 OF MAPS, AT PAGES 10 AND 11 BEING THE S 1/2 OF LOT 117, MORE PARTICULARLY DESCRIBED AS LYING SOUTHERLY OF A LINE DRAWN PARALLEL WITH AND PERPENDICULARLY DISTANT 233.345 FEET SOUTHERLY FROM THE NORTHERLY BOUNDARY LINE OF SAID LOT 117.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND, AS SHOWN IN PARTIAL RECONVEYANCE RECORDED 01/10/2014 INSTRUMENT NO. 2014000820, OF OFFICIAL RECORDS COUNTY OF MADERA, STATE OF CA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOT 117 OF "PART TWO OF MILLER & LUX'S SUBDIVISION OF LANDS AT MADERA, FRESNO. CO., CAL.," IN SECTION 12 AND 13, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DAIBLO BASE AND MERIDIAN, ACCORDING TO THE MAP THEREOF FILED AND RERECORDED IN VOLUME 1 OF MAPS AT PAGE 11, MADERA COUNTY RECORDS, THE LAND BEING SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 0° 01' 14" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST CORNER, A DISTANCE OF 109.42 FEET, TO A POINT ON THE EASTERLY PROLONGATION OF THE NORTH LINE OF THE SOUTH HALF OF SAID LOT 117; THENCE NORTH 89° 44' 06" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 70.00 FEET; THENCE SOUTH 0° 1' 14" WEST, ALONG A LINE PARALLEL WITH AND 70.00 FEET WEST OF SAID EAST LINE, A DISTANCE OF 109.42 FEET, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0° 0' 00" WEST, ALONG A LINE PARALLEL WITH AND 70.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 123.94 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 117; THENCE SOUTH 89° 44' 18" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 70.00 FEET, TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 0° 00' 00" EAST, ALONG LAST SAID EAST LINE, A DISTANCE OF 123.94 FEET, TO THE POINT OF BEGINNING.

APN:004-170-007

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTH HALF OF LOT 117, OF MILLER AND LUX SUBDIVISION OF LANDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 117, SAID POINT ALSO BEING THE INTERSECTION OF THE CENTERLINE OF ADELL STREET AND NORTH LAKE STREET; THENCE WEST ALONG SAID NORTH LINE AND THE CENTERLINE OF ADELL, A DISTANCE OF 197 FEET TO A POINT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND GRANTED TO TOBERT L. JONES, ET UX., IN DEED DATED SEPTEMBER 7, 1961, AND RECORDED SEPTEMBER 8, 1961, IN BOOK 807 OF OFFICIAL RECORDS, AT PAGE 153, MADERA COUNTY RECORDS, THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL 233.33 FEET TO THE SOUTHEAST CORNER THEREOF; SAID POINT ALSO BEING ON THE SOUTH LINES OF THE NORTH HALF OF LOT 117; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 117, 197 FEET TO A POINT IN THE CENTER LINE OF NORTH LAKE STREET, THENCE NORTH ALONG SAID CENTERLINE 233.33 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST, IN ALL OIL, GAS AND MINERAL RIGHTS IN AND UNDER SAID LAND, AS EXCEPTED IN THE DEED FROM HELEN B. ARNOLD, ETAL., RECORDED MAY 12, 1945, IN BOOK 362 OF OFFICIAL RECORDS, AT PAGE 120, MADERA COUNTY RECORDS.

**ATTACHMENT 2**  
LANDSCAPE MAINTENANCE DISTRICT COVENANTS

RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, Love's Country Stores of California**, hereinafter referred to as "Covenantor", is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A"; and

**WHEREAS**, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS**, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS**, Covenantor is required by the City as a condition of Tentative Parcel Map 2015-01, Conditional Use Permit 2015-09 to 17, Site Plan Review 2015-18 & Variance 2015-02 approval to annex to the City's Landscape Maintenance District; and

**WHEREAS**, the Planning Commission of the City of Madera conditionally approved the Tentative Parcel Map 2015-01, Conditional Use Permit 2015-09 to 17, Site Plan Review 2015-18 & Variance 2015-02 for said commercial parcels; and

**WHEREAS**, said resolution requires that maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

**NOW, THEREFORE**, it is agreed:

1. In consideration of the foregoing and the approval of the Tentative Parcel Map 2015-01, Conditional Use Permit 2015-09 to 17, Site Plan Review 2015-18 & Variance 2015-02 for the commercial parcels, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed:

APN: 013-240-004	\$130.66
APN: 013-240-006	\$930.30
APN: 013-240-007	\$514.87

The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a

covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

///



**WITNESS** the execution of this covenant including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**COVENANTOR:**

By: \_\_\_\_\_  
Greg Love, President  
Love's Country Stores of California

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

By: \_\_\_\_\_  
Douglas J. Stussi, Vice President-CFO  
Love's Country Stores of California

**ATTEST:**

By: \_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer

## **EXHIBIT "A"**

### Legal Description

LOVE'S COUNTRY STORES OF CALIFORNIA

APN: 013-240-003

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Parcels 1, 3 and 4 as shown on Parcel Map No. 16-P-01, according to the map recorded November 18, 2016 in Book 63, Pages 35, 36 and 37 of Parcel Maps, Madera County Records.

RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, Love's Hospitality of CA, LLC**, hereinafter referred to as "Covenantor", is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A"; and

**WHEREAS**, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS**, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS**, Covenantor is required by the City as a condition of Tentative Parcel Map 2015-01, Conditional Use Permit 2015-09 to 17, Site Plan Review 2015-18 & Variance 2015-02 approval to annex to the City's Landscape Maintenance District; and

**WHEREAS**, the Planning Commission of the City of Madera conditionally approved the Tentative Parcel Map 2015-01, Conditional Use Permit 2015-09 to 17, Site Plan Review 2015-18 & Variance 2015-02 for said commercial parcels; and

**WHEREAS**, said resolution requires that maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

**NOW, THEREFORE**, it is agreed:

1. In consideration of the foregoing and the approval of the Tentative Parcel Map 2015-01, Conditional Use Permit 2015-09 to 17, Site Plan Review 2015-18 & Variance 2015-02 for the commercial parcels, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed:

APN: 013-240-005    \$169.51

The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape

Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

*///*

**WITNESS** the execution of this covenant including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer

**COVENANTOR:**

By: \_\_\_\_\_  
Gregory M. Love  
Love's Hospitality of CA, LLC

By: \_\_\_\_\_  
Frank C. Love, IV  
Love's Hospitality of CA, LLC

By: \_\_\_\_\_  
Douglas J. Stussi  
Love's Hospitality of CA, LLC

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

## **EXHIBIT "A"**

### Legal Description

LOVE'S HOSPITALITY OF CA

APN: 013-240-003

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Parcel 2 of Parcel Map No. 16-P-01, according to the map recorded November 18, 2016 in Book 63, Pages 35, 36 and 37 of Parcel Maps, Madera County Records.



RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, Jose Flores and Francisco Flores** hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A”; and

**WHEREAS,** the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS,** all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS,** Covenantor is required by the City as a condition of Conditional Use Permit 2017-23 & Site Plan Review 2017-40 approval to annex to the City’s Landscape Maintenance District; and

**WHEREAS,** the Planning Commission of the City of Madera conditionally approved the Conditional Use Permit 2017-23 & Site Plan Review 2017-40 for said commercial parcel; and

**WHEREAS**, said resolution requires that maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

**NOW, THEREFORE**, it is agreed:

1. In consideration of the foregoing and the approval of the Conditional Use Permit 2017-23 & Site Plan Review 2017-40 for the commercial parcel, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$25. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News

Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written

determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

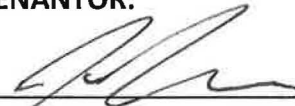
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**WITNESS** the execution of this covenant consisting of 6 pages including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor


**COVENANTOR:**

By:   
Jose Flores

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**COVENANTOR:**

By:   
Francisco Flores

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

EXHIBIT "A"  
Legal Description

THE TINT SHOP

For APN/Parcel ID(s): 012-013-018-000

---

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 25 TO 28, IN BLOCK 3 OF PARK ADDITION, ACCORDING TO THE MAP ENTITLED "PARK ADDITION TO THE CITY OF MADERA, CAL." FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF FRESNO COUNTY, CALIFORNIA, ON APRIL 27, 1893 AND RECORDED AS NO. 28.

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of MADERA

On 05/28/2019 before me, CLAUDIA MENDOZA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared FRANCISCO FLORES AND JOSE FLORES  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Claudia Mendoza  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, Madera H&HS 1 LLC, a California Limited Liability Company,** hereinafter referred to as "Covenantor", is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A"; and

**WHEREAS,** the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS,** all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS,** Covenantor is required by the City as a condition of Agreement for Outside City Limits Water and Sewer Connections for County Office Complex approval to annex to the City's Landscape Maintenance District; and

**WHEREAS,** the City of Madera approved the Agreement for Outside City Limits Water and Sewer Connections for County Office Complex for said parcel; and

**WHEREAS,** said resolution requires that maintenance of the landscaping associated



with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

**NOW, THEREFORE**, it is agreed:

1. In consideration of the foregoing and the approval of the Agreement for Outside City Limits Water and Sewer Connections for County Office Complex for the parcel, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$247.90. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The

Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's

continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

///

**WITNESS** the execution of this covenant including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**COVENANTOR:**

By: \_\_\_\_\_  
John McCann  
Madera H&HS 1 LLC, a California Limited  
Liability Company

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

**ATTEST:**

By: \_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL that certain real property, being a portion of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records, and situate in the Southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, being more particularly described as follows:

**BEGINNING** at the West quarter corner of said Section 20, said corner being marked with a 2" diameter brass disc, said Point of Beginning being also the Northwest corner of said Lot 24;  
thence along the East-West centerline of said Section 20, being also the North line of said Lot 24, North 89°45'50" East 576.34 feet to a point from which the Northeast corner of said Lot 24 bears North 89°45'50" East 100.17 feet;  
thence leaving said East-West centerline, being also the North line of said Lot 24 and proceeding South 00°14'10" East 341.50 feet to a point which is 101.89 feet distant at right angles from the East line of said Lot 24;  
thence parallel with and 341.50 feet distant at right angles from said East-West centerline South 89°45'50" West 574.67 feet to a point on the West line of said Southwest quarter, being also a point on the West line of said Lot 24;  
thence along said West line of the Southwest quarter and Lot 24, North 00°30'57" West 341.50 feet to the Point of Beginning.

Containing 196,536 square feet (4.51 acres), more or less.

SUBJECT TO all easements, road dedications and/or rights-of-way of record.

  
Rien Groenewoud, P.L.S. 6946



11/14/17

MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES

MADERA H&HS 1 LLC

RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, Madera H&HS 2 LLC, a California Limited Liability Company,** hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A”; and

**WHEREAS,** the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS,** all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS,** Covenantor is required by the City as a condition of Agreement for Outside City Limits Water and Sewer Connections for County Office Complex approval to annex to the City’s Landscape Maintenance District; and

**WHEREAS,** the City of Madera approved the Agreement for Outside City Limits Water and Sewer Connections for County Office Complex for said parcel; and

**WHEREAS,** said resolution requires that maintenance of the landscaping associated

with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

**NOW, THEREFORE**, it is agreed:

1. In consideration of the foregoing and the approval of the Agreement for Outside City Limits Water and Sewer Connections for County Office Complex for the parcel, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$234.48. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The

Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's



continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

*///*

**WITNESS** the execution of this covenant including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**COVENANTOR:**

By: \_\_\_\_\_  
John McCann  
Madera H&HS 2 LLC, a California Limited  
Liability Company

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

**ATTEST:**

By: \_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

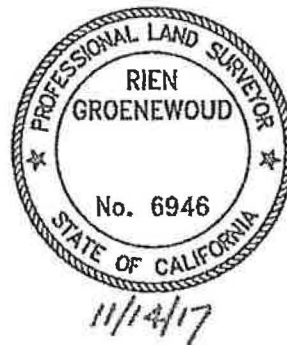
ALL that certain real property, being a portion of Lots 23 and 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records, and situate in the Southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, being more particularly described as follows:

**BEGINNING** at a point on the East-West centerline of said Section 20, being also a point on the North line of said Lot 24, from which the Northwest corner of said Lot 24, being also the West quarter corner of said Section 20, bears South 89°45'50" West 576.34 feet, said Point of Beginning bears also South 89°45'50" West 100.17 feet from the most Northerly common corner of said Lots 23 and 24;  
thence along said East-West centerline and said North line of Lot 24 and the North line of said Lot 23, North 89°45'50" East 522.50 feet to a point which is South 89°45'50" West 224.19 feet from the Northeast corner of said Lot 23;  
thence leaving last said East-West centerline and North line of Lot 23 and proceeding South 00°14'10" East 298.00 feet to a point which is 225.73 feet distant at right angles from the East line of said Lot 23;  
thence parallel with and 298.00 feet distant at right angles from said East-West centerline South 89°45'50" West 149.00 feet to a point which is 374.73 feet distant at right angle from said East line;  
thence South 00°14'10" East 43.50 feet to a point which is 374.95 feet distant at right angles from said East line;  
thence parallel with and 341.50 feet distant at right angles from said East-West centerline South 89°45'50" West 373.50 feet to a point which is 101.89 feet distant at right angles from the common line of said Lots 23 and 24;  
thence North 00°14'10" West 341.50 feet to the Point of Beginning.

Containing 171,952 square feet (3.95 acres), more or less.

SUBJECT TO all easements, road dedications and/or rights-of-way of record.

  
Rien Groenewoud, P.L.S. 6946



**MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES**

**MADERA H&HS 2 LLC**

RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

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Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, Madera H&HS 3 LLC, a California Limited Liability Company,** hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A”; and

**WHEREAS,** the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS,** all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS,** Covenantor is required by the City as a condition of Agreement for Outside City Limits Water and Sewer Connections for County Office Complex approval to annex to the City’s Landscape Maintenance District; and

**WHEREAS,** the City of Madera approved the Agreement for Outside City Limits Water and Sewer Connections for County Office Complex for said parcel; and

**WHEREAS,** said resolution requires that maintenance of the landscaping associated

with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

**NOW, THEREFORE,** it is agreed:

1. In consideration of the foregoing and the approval of the Agreement for Outside City Limits Water and Sewer Connections for County Office Complex for the parcel, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$224.60. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The

Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's

continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

*///*

**WITNESS** the execution of this covenant including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**COVENANTOR:**

By: \_\_\_\_\_  
John McCann  
Madera H&HS 3 LLC, a California Limited  
Liability Company

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

**ATTEST:**

By: \_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL that certain real property, being a portion of Lots 23 and 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records, and situate in the Southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, being more particularly described as follows:

**BEGINNING** at a point on the West line of said Southwest quarter, being also a point on the West line of said Lot 24, from which the West quarter corner of said Section 20, said corner being marked with a 2" diameter brass disc, being also the Northwest corner of said Lot 24, bears North 00°30'57" West 341.50 feet; thence parallel with the East-West centerline of said Section 20, North 89°45'50" East 683.17 feet to a point which is 6.61 feet distant at right angles from the common line between said Lots 23 and 24; thence South 00°14'10" East 141.00 feet to a point which is 5.90 feet distant at right angles from said common line; thence parallel with and 482.50 feet distant at right angles from said East-West centerline South 89°45'50" West 285.00 feet to a point which is 279.10 feet distant at right angles from said common line; thence South 00°14'10" East 146.25 feet to a point which is 279.84 feet distant at right angles from said common line; thence parallel with and 628.75 feet distant at right angles from said East-West centerline South 89°45'50" West 396.77 feet to a point on said West line of the Southwest quarter and Lot 24; thence along last said West line North 00°30'57" West 287.25 feet to the Point of Beginning.

Containing 154,359 square feet (3.54 acres), more or less.

SUBJECT TO all easements, road dedications and/or rights-of-way of record.

  
Rien Groenewoud, P.L.S. 6946



11/14/17

MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES

MADERA H&HS 3 LLC

RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

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Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, Madera H&HS 4 LLC, a California Limited Liability Company,** hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A”; and

**WHEREAS,** the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS,** all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS,** Covenantor is required by the City as a condition of Agreement for Outside City Limits Water and Sewer Connections for County Office Complex approval to annex to the City’s Landscape Maintenance District; and

**WHEREAS,** the City of Madera approved the Agreement for Outside City Limits Water and Sewer Connections for County Office Complex for said parcel; and

**WHEREAS,** said resolution requires that maintenance of the landscaping associated

with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

**NOW, THEREFORE,** it is agreed:

1. In consideration of the foregoing and the approval of the Agreement for Outside City Limits Water and Sewer Connections for County Office Complex for the parcel, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$262.72. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The

Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's

continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

*///*

**WITNESS** the execution of this covenant including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**COVENANTOR:**

By: \_\_\_\_\_  
John McCann  
Madera H&HS 4 LLC, a California Limited  
Liability Company

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

**ATTEST:**

By: \_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer


**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL that certain real property, being a portion of Lots 23 and 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records, and situate in the Southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, being more particularly described as follows:

**BEGINNING** at a point which is 6.61 feet distant at right angles from the common line between said Lots 23 & 24, and from said Point of Beginning the West quarter corner of said Section 20, said corner being marked with a 2" diameter brass disc and being also the Northwest corner of said Lot 24, bears North 63°43'57" West 765.26 feet;  
thence parallel with and 341.50 feet distant at right angles from the East-West centerline of said Section 20, North 89°45'50" East 265.00 feet to a point which is 374.95 feet distant at right angles from the East line of said Lot 23;  
thence North 00°14'10" West 43.50 feet to a point which is 374.73 feet distant at right angles from said East line;  
thence parallel with and 298.00 feet distant at right angles from said East-West centerline North 89°45'50" East 149.00 feet to a point which is 225.73 feet distant at right angles from said East line;  
thence South 00°14'10" East 317.75 feet to a point which is 227.38 feet distant at right angles from said East line;  
thence parallel with and 615.75 feet distant at right angles from said East-West centerline South 89°45'50" West 396.50 feet to a point which is 22.73 feet distant at right angles from said common line;  
thence South 00°14'10" East 13.00 feet to a point which is 22.66 feet distant at right angle from said common line;  
thence parallel with and 628.75 feet distant at right angles from said East-West centerline South 89°45'50" West 302.50 feet to a point which is 279.84 feet distant at right angles from said common line;  
thence North 00°14'10" West 146.25 feet to a point which is 279.10 feet distant at right angles from said common line;  
thence parallel with and 482.50 feet distant at right angles from said East-West centerline North 89°45'50" East 285.00 feet to a point which is 5.90 feet distant at right angles from said common line;  
thence North 00°14'10" West 141.00 feet to the Point of Beginning.

Containing 161,930 square feet (3.72 acres), more or less.

SUBJECT TO all easements, road dedications and/or rights-of-way of record.

  
Rien Groenewoud, P.L.S. 6946



10/27/17

MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES

MADERA H&HS 4 LLC

RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, Arturo Mejia and Micaela A Mejia**, hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A”; and

**WHEREAS**, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS**, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS**, Covenantor is required by the City as a condition of Rezone 2017-06, Conditional Use Permit 2017-36 & Site Plan Review 2017-53 approval to annex to the City’s Landscape Maintenance District; and

**WHEREAS**, the Planning Commission of the City of Madera conditionally approved the Rezone 2017-06, Conditional Use Permit 2017-36 & Site Plan Review 2017-53 for said commercial parcels; and



**WHEREAS**, said resolution requires that maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

**NOW, THEREFORE**, it is agreed:

1. In consideration of the foregoing and the approval of the Rezone 2017-06, Conditional Use Permit 2017-36 & Site Plan Review 2017-53 for the commercial parcels, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed:

APN: 007-123-003	\$9.72
APN: 007-123-004	\$8.10
APN: 007-123-005	\$8.10
APN: 007-123-006	\$8.10

The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a

covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: 6-10-19

///

**WITNESS** the execution of this covenant including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**COVENANTOR:**

By: Arturo Mejia  
Arturo Mejia

By: Micaela Mejia  
Micaela A Mejia

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

**ATTEST:**

By: \_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer

**EXHIBIT "A"**  
Legal Description

**BOSTON MOTOR'S INC.**

**For APN/Parcel ID(s): 007-123-003, 007-123-004, 007-123-005 and 007-123-006**

---

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Lot 9 in Block 45 of Hughes Addition to the Town, now City of Madera, according to the map entitled, "Map of Lankershim Colony and Addition to the Town of Madera &c", filed for record in the office of the County Recorder of the County of Madera, California, on February 5, 1889 in Book 4 of Maps, at page 31.

APN: 007-123-003

Parcel Two:

Lots 10 and 11 in Block 45 of Hughes Addition to the Town, now City of Madera, according to the map entitled, "Map of Lankershim Colony and Addition to the Town of madera &c", filed for record in the office of the County Recorder of the County of Madera, California, on February 5, 1889 in Book 4 of Maps, at page 31.

APN: 007-123-004

Parcel Three:

Lots 12 and 13 in Block 45 of Hughes Addition to the Town, now City of Madera, according to the map entitled, "Map of Lankershim Colony and Addition to the Town of madera &c", filed for record in the office of the County Recorder of the County of Madera, California, on February 5, 1889 in Book 4 of Maps, at page 31.

APN: 007-123-005

Parcel Four:

Lots 14 and 15 in Block 45 of Hughes Addition to the Town, now City of Madera, according to the map entitled, "Map of Lankershim Colony and Addition to the Town of madera &c", filed for record in the office of the County Recorder of the County of Madera, California, on February 5, 1889 in Book 4 of Maps, at page 31.

APN: 007-123-006

# All-purpose Acknowledgment California only

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.

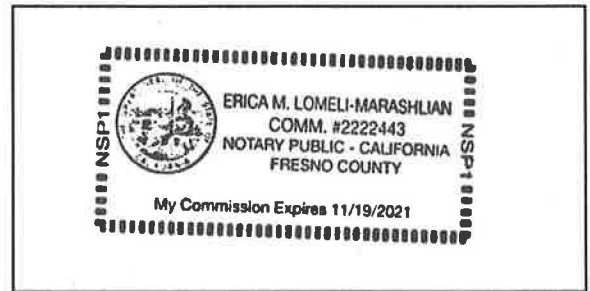
State of California

County of FRESNO

On 06/10/2019 before me, ERICA M. LOMELI-MARASHLIAN, notary public (here insert name and title of the officer),

personally appeared ARTURO JAVIER MEJIA

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.



Notary Seal

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 *Erica M. Lomeli-Marashlian*

**For Bank Purposes Only**

Description of Attached Document

Type or Title of Document Covenant Landscape Maintenance District zone of Benefit 51

Document Date 6/10/2019 Number of Pages 6

Signer(s) Other Than Named Above MICHELLE ALVAREZ MEJIA



FO01-000DSG5350CA-01

# All-purpose Acknowledgment California only

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.

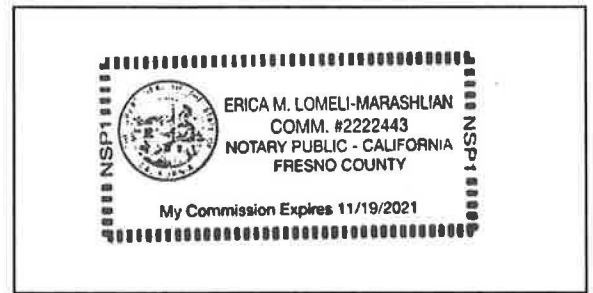
State of California

County of FRESNO

On 6/10/2019 before me, ERICA M. LOMELI-MARASHLIAN, Notary public (here insert name and title of the officer),

personally appeared Micaela Alvarez Mejia

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.



Notary Seal

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 *Erica M. Lomeli-Marashlian*

**For Bank Purposes Only**

Description of Attached Document

Type or Title of Document Covenant landscape Maintenance District Zone of Benefit 51

Document Date 6/10/2019 Number of Pages 6

Signer(s) Other Than Named Above Arturo Javier Mejia



FO01-000DSG5350CA-01

RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, First Priority Funding, LLC**, hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A”; and

**WHEREAS**, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS**, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS**, Covenantor is required by the City as a condition of Conditional Use Permit 2018-22 & 23 & Site Plan Review 2018-37 approval to annex to the City’s Landscape Maintenance District; and

**WHEREAS**, the Planning Commission of the City of Madera conditionally approved the Conditional Use Permit 2018-22 & 23 & Site Plan Review 2018-37 for said commercial parcel; and



**WHEREAS**, said resolution requires that maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

**NOW, THEREFORE**, it is agreed:

1. In consideration of the foregoing and the approval of the Conditional Use Permit 2018-22 & 23 & Site Plan Review 2018-37 for the commercial parcel, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$33.20. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the

Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written

determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

*///*

**WITNESS** the execution of this covenant including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**COVENANTOR:**

By: \_\_\_\_\_  
Shawn Bidsal  
First Priority Funding, LLC

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

***NOTARY ACKNOWLEDGEMENT  
REQUIRED***

**ATTEST:**

By: \_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer

## EXHIBIT "A"

### Legal Description

#### STARBUCKS DRIVE-THRU & OUTDOOR PATIO

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BEING A PORTION OF BLOCKS 17 1/2 AND 18 AND ADJOINING VACATED AND ABANDONED ALLEYWAYS AND STREETS OF HUGHES ADDITION TO THE TOWN, (NOW CITY) OF MADERA, RECORDED FEBRUARY 5, 1889 IN BOOK 4 PAGE 31 OF MAPS, FRESNO COUNTY RECORDS, SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT ON THE NORTHEASTERLY LINE OF SAID BLOCK 18, FROM WHICH THE MOST NORTHERLY NORTHEAST CORNER OF BLOCK 19 OF SAID HUGHES ADDITION, LIES NORTHERLY, A DISTANCE OF 630.00 FEET; THENCE AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE, SOUTH 50°07'00" WEST, A DISTANCE OF 182.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING, SOUTH 50°07'00" WEST, A DISTANCE OF 145.00 FEET; THENCE PERPENDICULAR TO THE NORTHERLY LINE OF SAID OLIVE AVENUE, SOUTH 00°00'27" EAST, A DISTANCE OF 55.42 FEET TO THE NORTHERLY LINE OF OLIVE AVENUE;

THENCE NORTH 89°59'33" EAST, A DISTANCE OF 235.24 FEET, ALONG THE NORTHERLY LINE OF OLIVE AVENUE TO A POINT THAT SAID NORTHERLY LINE INTERSECTS WITH A LINE RUNNING THROUGH THE POINT OF BEGINNING OF THIS DESCRIPTION AND IS PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK 18;

THENCE ALONG SAID PARALLEL LINE, NORTH 39°53'00" WEST, A DISTANCE OF 193.35 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.47 ACRES, MORE OR LESS.

RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, Palepino, LLC, a Limited Liability Company,** hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A”; and

**WHEREAS,** the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS,** all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS,** Covenantor is required by the City as a condition of Tentative Parcel Map 2019-01 approval to annex to the City’s Landscape Maintenance District; and

**WHEREAS,** the Development Review Committee of the City of Madera conditionally approved the Tentative Parcel Map 2019-01 for said parcels; and

**WHEREAS,** said resolution requires that maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City’s Landscape Maintenance

District.

**NOW, THEREFORE**, it is agreed:

1. In consideration of the foregoing and the approval of the Tentative Parcel Map 2019-01 for the parcels, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed:

Parcel 1	\$64.57
Parcel 2	\$60.30

The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of

the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.



11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

///

**WITNESS** the execution of this covenant including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**COVENANTOR:**

By: Phm  
Peter T. Nassar, M.D.  
Palepino, LLC, a Limited Liability  
Company

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

By: \_\_\_\_\_  
Arlin M. Venturina  
Palepino, LLC, a Limited Liability  
Company

**ATTEST:**

By: \_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer

**EXHIBIT "A"**  
Legal Description

**NASSAR MEDICAL PARCEL MAP**

For APN/Parcel ID(s): 012-390-012-000

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL B OF PARCEL MAP NO. 08-P-08 FILED FOR RECORD JULY 2, 2009 IN BOOK 59 OF MAPS AT PAGES 38 AND 39, MADERA COUNTY RECORDS.

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

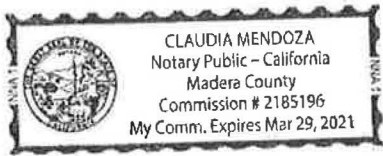
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of MADERA }

On 6/10/2019 before me, CLAUDIA MENDOZA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared PETER T. NASSAR  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Claudia Mendoza  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

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

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer is Representing: \_\_\_\_\_

RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, Joseph Crown Construction and Development Inc.,** hereinafter referred to as "Covenantor", is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A"; and

**WHEREAS,** the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS,** all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS,** Covenantor is required by the City as a condition of Tentative Subdivision Map 2019-02 and Rezone 2019-01 approval to annex to the City's Landscape Maintenance District; and

**WHEREAS,** the Planning Commission of the City of Madera conditionally approved the Tentative Subdivision Map 2019-02 and Rezone 2019-01 for said residential parcels; and

**WHEREAS**, said resolution requires that maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

**NOW, THEREFORE**, it is agreed:

1. In consideration of the foregoing and the approval of the Tentative Subdivision Map 2019-02 and Rezone 2019-01 for the residential parcels, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$13.18 per each of the 134 lots. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment

in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written

determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

///



**WITNESS** the execution of this covenant including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**COVENANTOR:**

By: \_\_\_\_\_  
Joseph Donald Crown  
Joseph Crown Construction and  
Development Inc.



**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

**ATTEST:**

By: \_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer

## **EXHIBIT "A"**

Legal Description

### **CROWN TOZER SUBDIVISION**

**For APN/Parcel ID(s): 008-180-001, 008-180-002, 008-180-003 and 008-180-004**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCELS 1, 2, 3 AND 4 OF PARCEL MAP 1073, ACCORDING TO THE MAP THEREOF RECORDED AUGUST 5, 1977 IN BOOK 23 OF MAPS, AT PAGES 92 AND 93, MADERA COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE COUNTY OF MADERA IN DEED RECORDED MARCH 9, 1977 IN BOOK 1316 OF OFFICIAL RECORDS, PAGE 636, MADERA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF ANY KIND OR CHARACTER, IN, ON, OR THEREUNDER, AS RESERVED IN DEED(S) OF RECORD.

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 Fresno \_\_\_\_\_

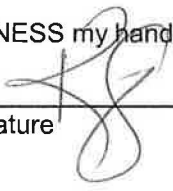
On June 7, 2019 \_\_\_\_\_ before me, K. Smith \_\_\_\_\_, Notary Public,  
(here insert name and title of the officer)

personally appeared Joseph Donald Crown \_\_\_\_\_, 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.

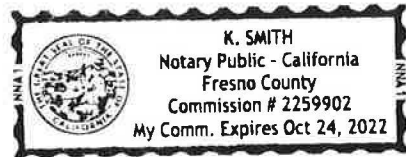
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)



RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, Pasquale Desantis and Carmela Desantis**, hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A”; and

**WHEREAS**, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS**, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS**, Covenantor is required by the City as a condition of Conditional Use Permit 2018-05 & Site Plan Review 2018-07 approval to annex to the City’s Landscape Maintenance District; and

**WHEREAS**, the Planning Commission of the City of Madera conditionally approved the Conditional Use Permit 2018-05 & Site Plan Review 2018-07 for said commercial parcel; and

**WHEREAS**, said resolution requires that maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

**NOW, THEREFORE**, it is agreed:

1. In consideration of the foregoing and the approval of the Conditional Use Permit 2018-05 & Site Plan Review 2018-07 for the commercial parcel, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$52.27. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the

Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written

determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

*///*

**WITNESS** the execution of this covenant including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**COVENANTOR:**

By: \_\_\_\_\_  
Pasquale Desantis

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

By: \_\_\_\_\_  
Carmela Desantis

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

**ATTEST:**

By: \_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer



# **EXHIBIT "A"**

## **Legal Description**

**BURGER KING**

---

Parcel 1 of Parcel Map No. 18-P-03, according to the map thereof recorded May 3, 2019 in Book 65, Pages 42 and 43 of Parcel Maps, Madera County Records.

RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, Jalebi, LLC**, hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A”; and

**WHEREAS**, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS**, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS**, Covenantor is required by the City as a condition of Site Plan Review 2019-06 approval to annex to the City’s Landscape Maintenance District; and

**WHEREAS**, the City of Madera conditionally approved the Site Plan Review 2019-06 for said parcel; and

**WHEREAS**, said resolution requires that maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City’s Landscape Maintenance

District.

**NOW, THEREFORE**, it is agreed:

1. In consideration of the foregoing and the approval of the Site Plan Review 2019-06 for the parcel, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$75.57. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the

ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable

and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

*///*

**WITNESS** the execution of this covenant including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer

**COVENANTOR:**

By: \_\_\_\_\_  
Onkar Mukker  
Jalebi, LLC

By: \_\_\_\_\_  
Jagpreet Mukker  
Jalebi, LLC

By: \_\_\_\_\_  
Jessica Jimenez  
Jalebi, LLC

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

## EXHIBIT "A" LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Madera, City of Madera, described as follows:

Parcel 1:

Parcel "F", as shown on, "Parcel Map No. 08-P-05", in the City of Madera, County of Madera, State of California, filed for record on January 23, 2009 in Book 58, Pages 138 and 139 of Parcel Maps, in the Office of the County Recorder of said County.

Parcel 2:

Those certain reciprocal non-exclusive easements for pedestrian and vehicular ingress and egress and other matters as contained in "Declaration of Reciprocal Easements, Covenants and Restrictions", recorded 1/23/2009, as Instrument No. 2009-002163, Official Records.

A.P.N. 012-390-021

**EAST ALMOND (MUKKER) MEDICAL OFFICE**

RECORDING REQUESTED BY:  
City of Madera  
WHEN RECORDED RETURN TO:  
City of Madera  
205 W. 4th Street  
Madera, CA 93637  
Attention: City Clerk

---

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**COVENANT  
LANDSCAPE MAINTENANCE DISTRICT  
ZONE OF BENEFIT 51**

**WHEREAS, CVI Group, LLC**, hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A”; and

**WHEREAS**, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

**WHEREAS**, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

**WHEREAS**, Covenantor is required by the City as a condition of Tentative Subdivision Map 2017-02 approval to annex to the City’s Landscape Maintenance District; and

**WHEREAS**, the Planning Commission of the City of Madera conditionally approved the Tentative Subdivision Map 2017-02 for said residential parcels; and

**WHEREAS**, said resolution requires that maintenance of the landscaping associated



with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

**NOW, THEREFORE,** it is agreed:

1. In consideration of the foregoing and the approval of the Tentative Subdivision Map 2017-02 for the residential parcels, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$12.52 per each of the 19 lots. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is

implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: \_\_\_\_\_

///

**WITNESS** the execution of this covenant including Exhibit A the day and year first above written.

**CITY OF MADERA:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

**COVENANTOR:**

By: \_\_\_\_\_  
Edward Gallegos  
CVI Group, LLC

**ATTEST:**

By: \_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

**APPROVED:**

By: \_\_\_\_\_  
Keith B. Helmuth,  
City Engineer

**EXHIBIT "A"**  
LEGAL DESCRIPTION

CVI SUBDIVISION

APN:004-170-008

ALL THAT PORTION OF LOT 117, ACCORDING TO THE MAP ENTITLED, "MILLER & LUX SUBDIVISION OF LANDS AT MADERA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, STATE OF CALIFORNIA AND RECORDED ON FEBRUARY 2, 1895 IN VOL. 1 OF MAPS, AT PAGES 10 AND 11 BEING THE S 1/2 OF LOT 117, MORE PARTICULARLY DESCRIBED AS LYING SOUTHERLY OF A LINE DRAWN PARALLEL WITH AND PERPENDICULARLY DISTANT 233.345 FEET SOUTHERLY FROM THE NORTHERLY BOUNDARY LINE OF SAID LOT 117.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND, AS SHOWN IN PARTIAL RECONVEYANCE RECORDED 01/10/2014 INSTRUMENT NO. 2014000820, OF OFFICIAL RECORDS COUNTY OF MADERA, STATE OF CA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOT 117 OF "PART TWO OF MILLER & LUX'S SUBDIVISION OF LANDS AT MADERA, FRESNO. CO., CAL.," IN SECTION 12 AND 13, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DAIBLO BASE AND MERIDIAN, ACCORDING TO THE MAP THEREOF FILED AND RERECORDED IN VOLUME 1 OF MAPS AT PAGE 11, MADERA COUNTY RECORDS, THE LAND BEING SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 0° 01' 14" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST CORNER, A DISTANCE OF 109.42 FEET, TO A POINT ON THE EASTERLY PROLONGATION OF THE NORTH LINE OF THE SOUTH HALF OF SAID LOT 117; THENCE NORTH 89° 44' 06" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 70.00 FEET; THENCE SOUTH 0° 1' 14" WEST, ALONG A LINE PARALLEL WITH AND 70.00 FEET WEST OF SAID EAST LINE, A DISTANCE OF 109.42 FEET, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0° 0' 00" WEST, ALONG A LINE PARALLEL WITH AND 70.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 123.94 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 117; THENCE SOUTH 89° 44' 18" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 70.00 FEET, TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 0° 00' 00" EAST, ALONG LAST SAID EAST LINE, A DISTANCE OF 123.94 FEET, TO THE POINT OF BEGINNING.

APN:004-170-007

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

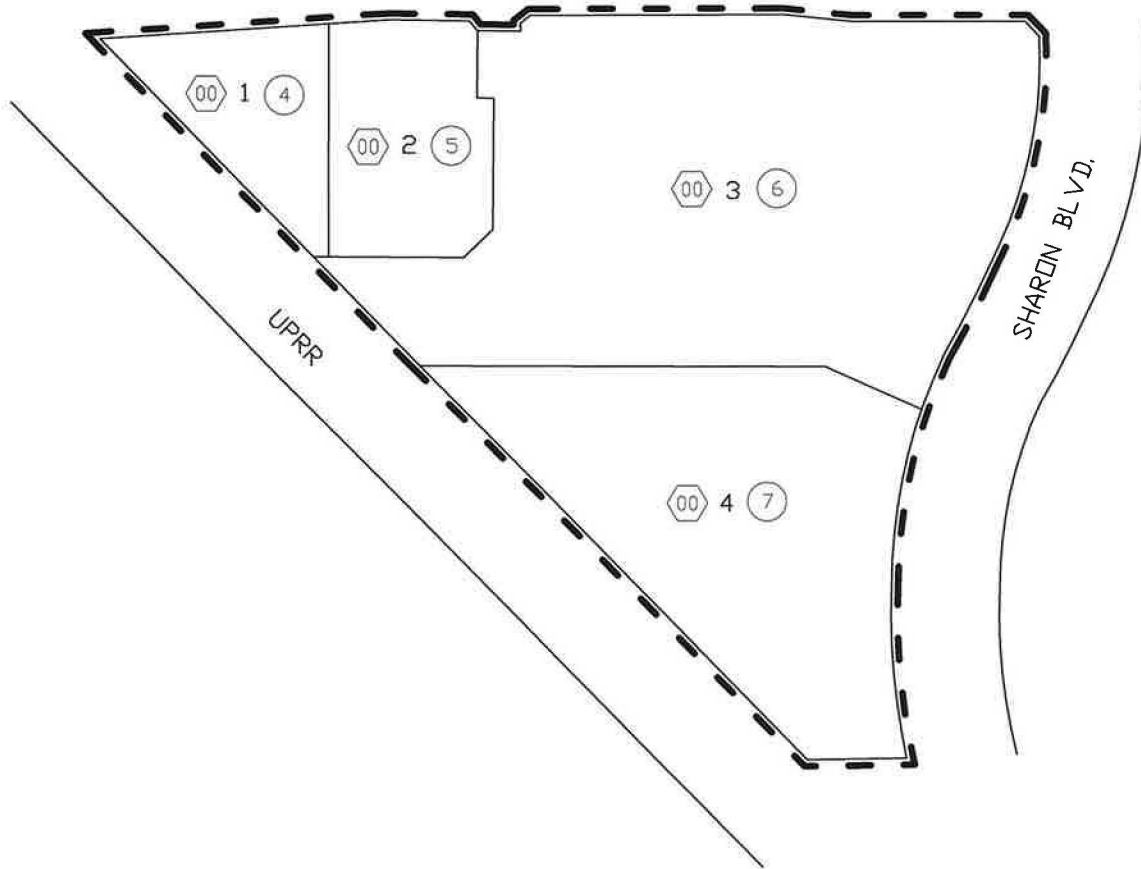
ALL THAT PORTION OF THE NORTH HALF OF LOT 117, OF MILLER AND LUX SUBDIVISION OF LANDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 117, SAID POINT ALSO BEING THE INTERSECTION OF THE CENTERLINE OF ADELL STREET AND NORTH LAKE STREET; THENCE WEST ALONG SAID NORTH LINE AND THE CENTERLINE OF ADELL, A DISTANCE OF 197 FEET TO A POINT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND GRANTED TO TOBERT L. JONES, ET UX., IN DEED DATED SEPTEMBER 7, 1961, AND RECORDED SEPTEMBER 8, 1961, IN BOOK 807 OF OFFICIAL RECORDS, AT PAGE 153, MADERA COUNTY RECORDS, THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL 233.33 FEET TO THE SOUTHEAST CORNER THEREOF; SAID POINT ALSO BEING ON THE SOUTH LINES OF THE NORTH HALF OF LOT 117; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 117, 197 FEET TO A POINT IN THE CENTER LINE OF NORTH LAKE STREET, THENCE NORTH ALONG SAID CENTERLINE 233.33 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST, IN ALL OIL, GAS AND MINERAL RIGHTS IN AND UNDER SAID LAND, AS EXCEPTED IN THE DEED FROM HELEN B. ARNOLD, ETAL., RECORDED MAY 12, 1945, IN BOOK 362 OF OFFICIAL RECORDS, AT PAGE 120, MADERA COUNTY RECORDS.

**ATTACHMENT 3**  
ASSESSMENT DIAGRAMS

AVENUE 17



LEGEND

- PARCEL LOT BOUNDARY.
- - - ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL LETTER/NUMBER
- ① ASSESSMENT NUMBER
- ① APN NUMBER.



NTS

ASSESSMENT DIAGRAM  
INCLUSION OF LOVE'S TRAVEL STOP  
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

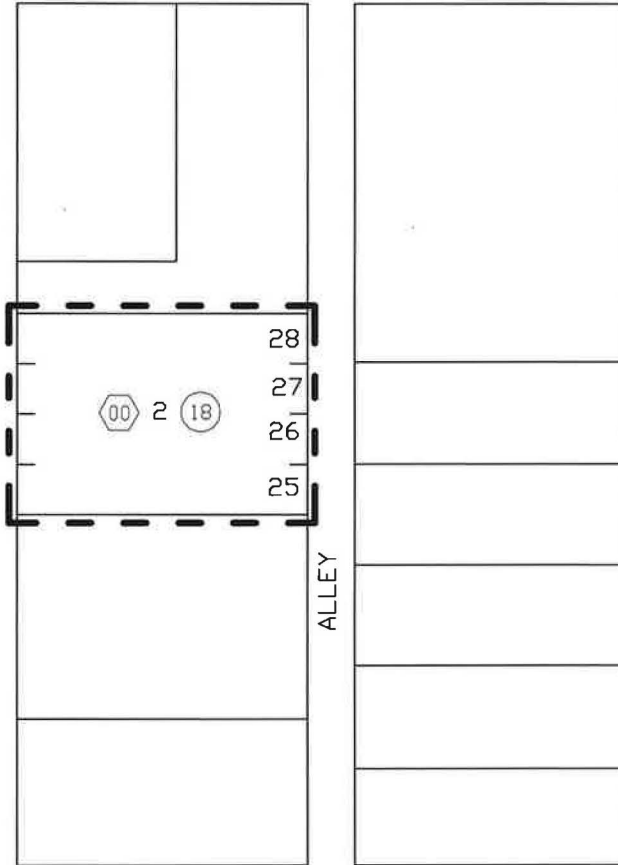
CITY OF MADERA

LOVE'S  
TRAVEL STOP

REV. MAY 2019

OLIVE AVENUE





CYPRESS STREET



PARK STREET

OAK STREET

**LEGEND**

-  PARCEL LOT BOUNDARY.
-  ASSESSOR'S BOUNDARY
-  SUBDIVISION PARCEL LETTER/NUMBER
-  APN NUMBER.



NTS

**ASSESSMENT DIAGRAM**  
 INCLUSION OF "THE TINT SHOP", 107 CYPRESS  
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

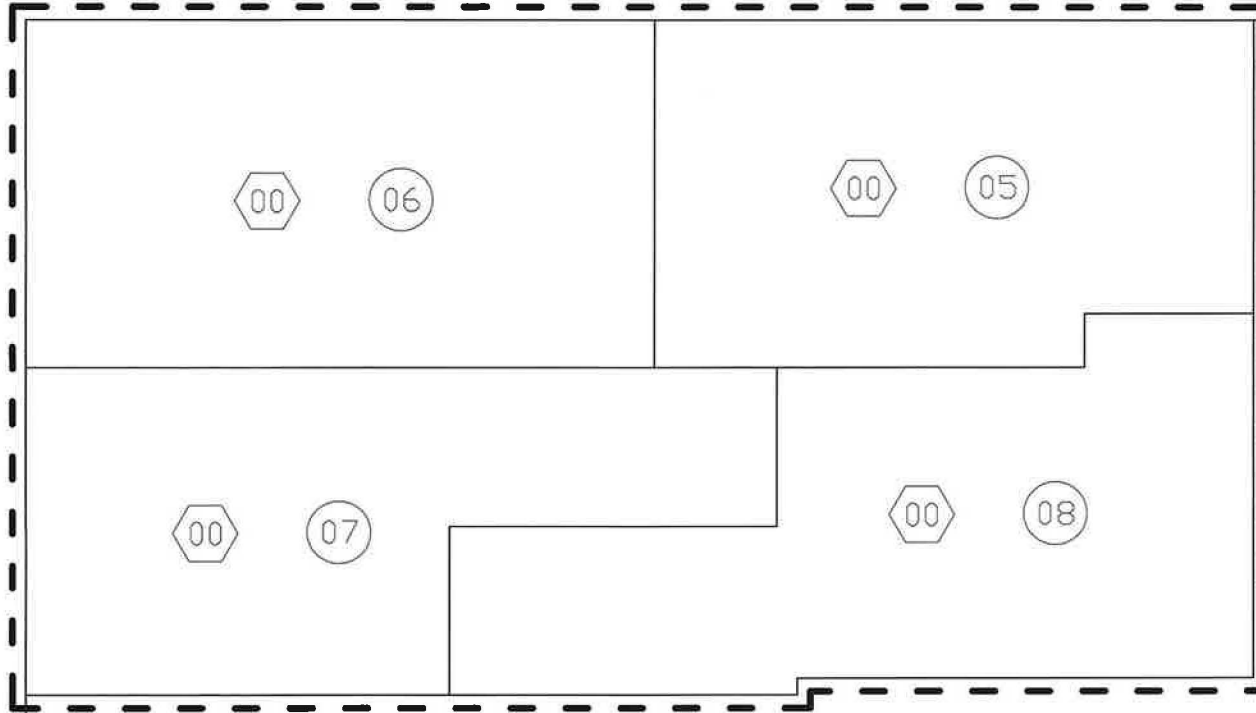
CITY OF MADERA
THE TINT SHOP
REV. MAY 2019



SUNRISE AVENUE

AVENUE 14 1/2

TOZER STREET



**LEGEND**

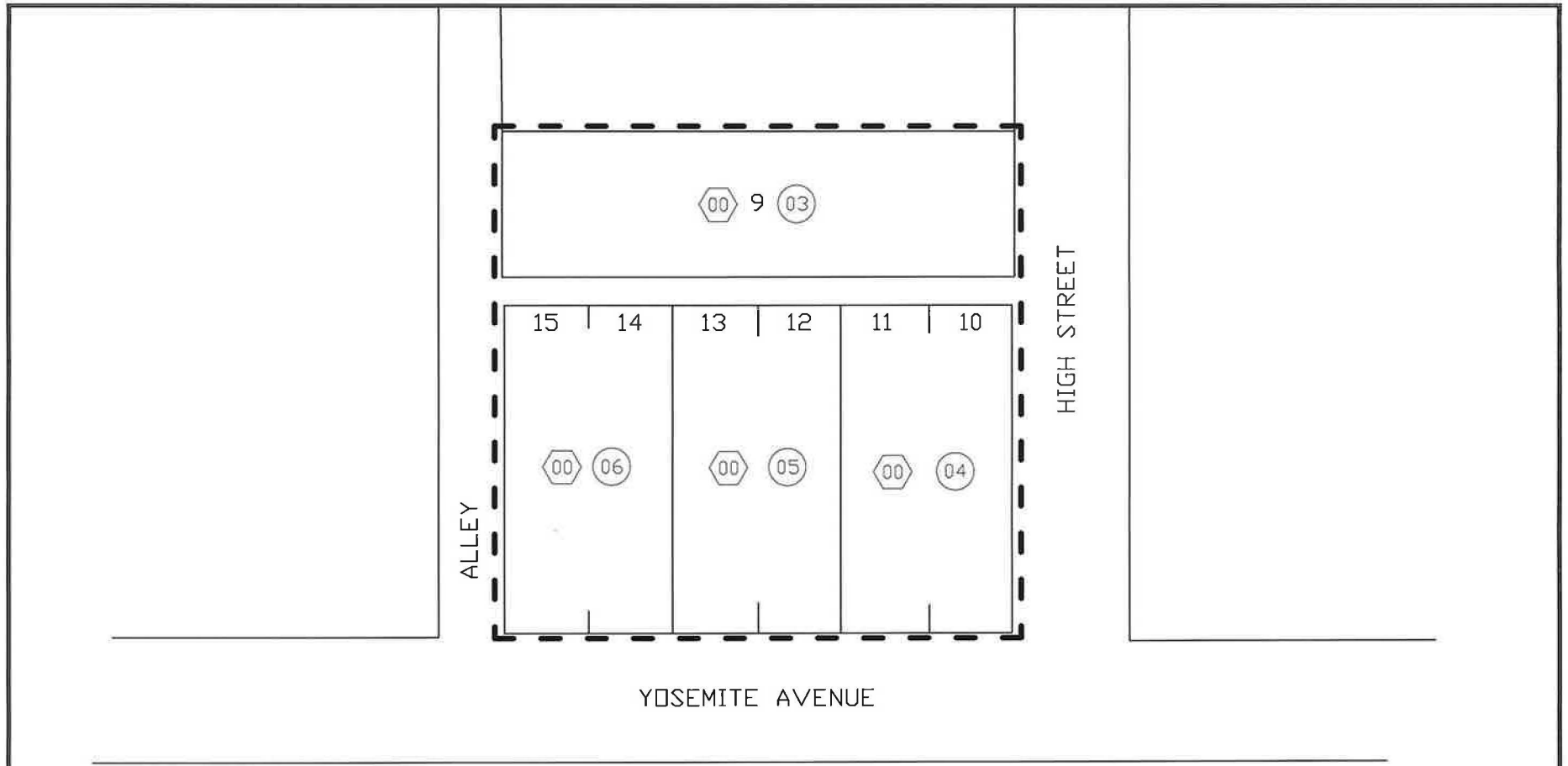
- PARCEL LOT BOUNDARY.
- - - ASSESSOR'S BOUNDARY
- ① ASSESSMENT NUMBER
- ① APN NUMBER.



NTS

**ASSESSMENT DIAGRAM**  
 INCLUSION OF MADERA COUNTY HEALTH AND HUMAN SERVICES  
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA  
 MADERA COUNTY  
 HEALTH AND HUMAN SERVICES  
 REV. MAY 2019



ASSESSMENT DIAGRAM  
 INCLUSION OF BOSTON MOTORS  
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

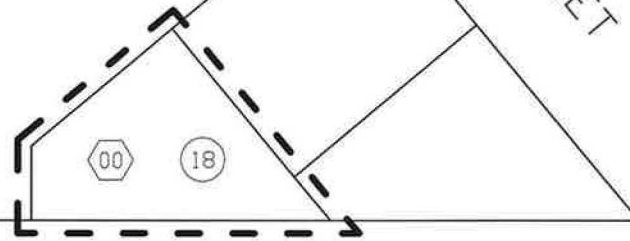
- LEGEND**
- PARCEL LOT BOUNDARY.
  - - - ASSESSOR'S BOUNDARY
  - ① ASSESSMENT NUMBER
  - ① APN NUMBER.



CITY OF MADERA
BOSTON MOTORS
REV. MAY 2019





BETHARD  
SQUARE

I STREET



OLIVE AVENUE

LEGEND

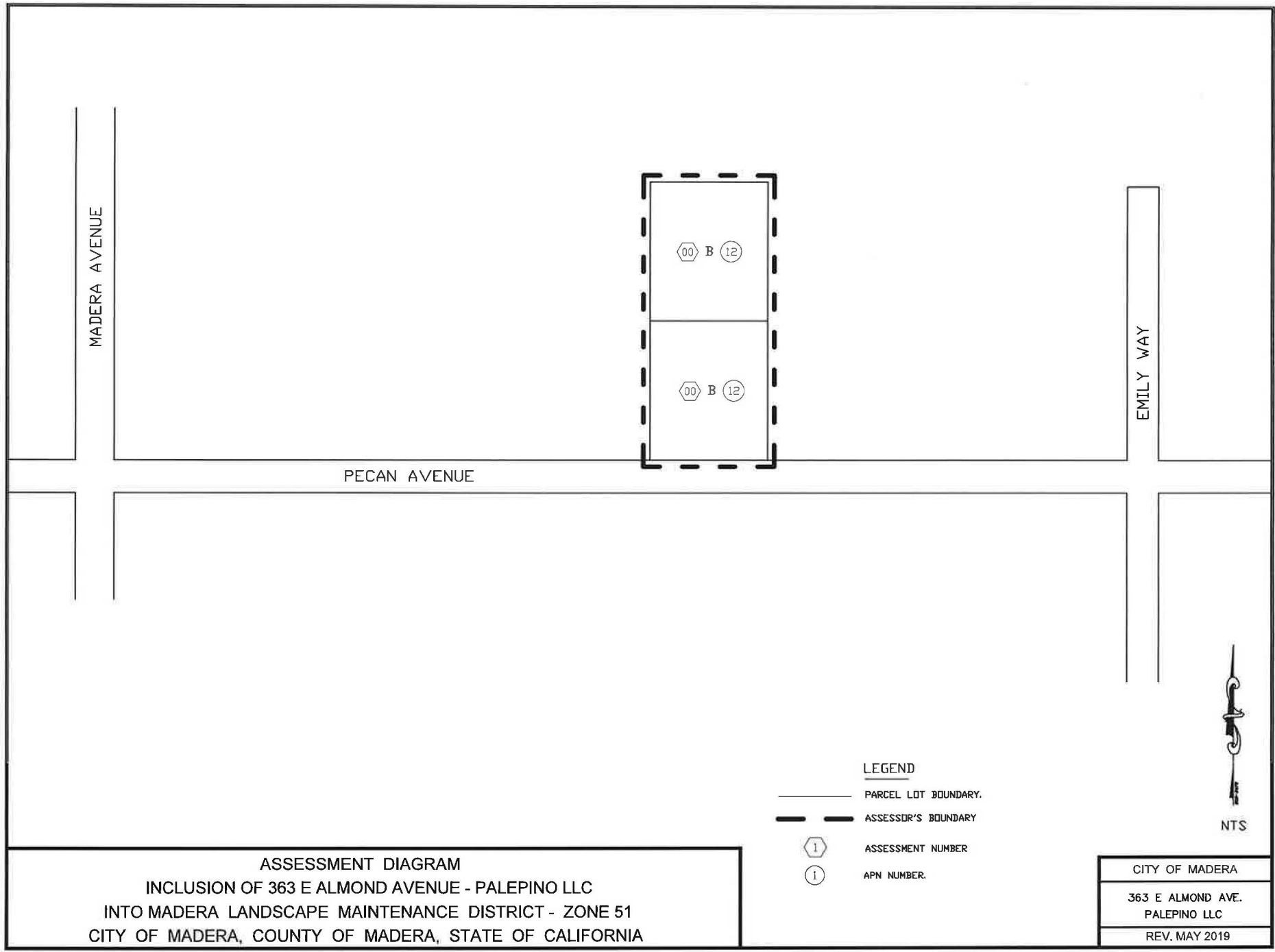
-  PARCEL LOT BOUNDARY.
-  ASSESSOR'S BOUNDARY
-  ASSESSMENT NUMBER
-  APN NUMBER.



NTS

ASSESSMENT DIAGRAM  
INCLUSION OF 317 W OLIVE AVENUE - STARBUCKS  
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA  
317 W OLIVE AVE.  
STARBUCKS  
REV. MAY 2019



MADERA AVENUE

PECAN AVENUE

EMILY WAY

00 B 12

00 B 12

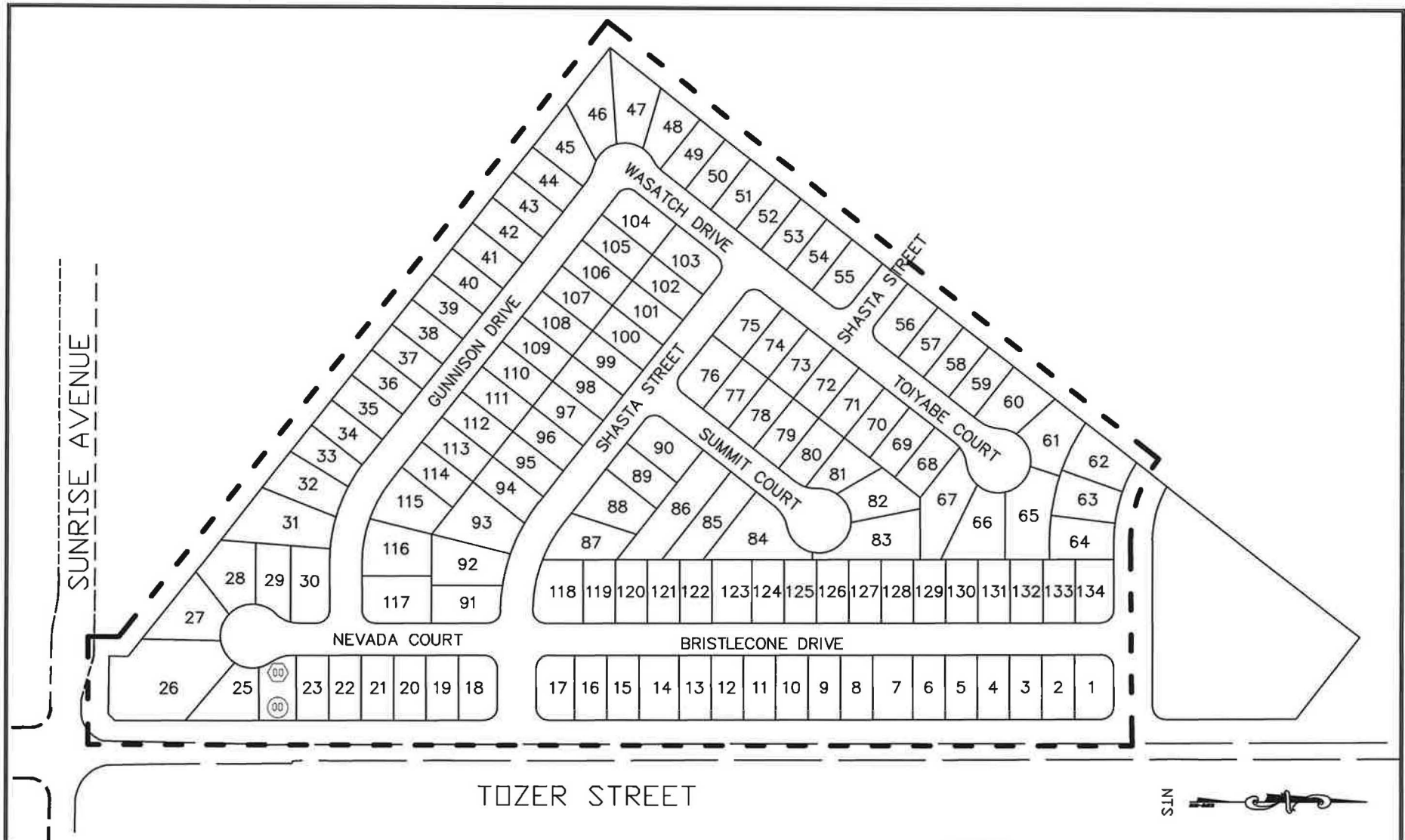
**LEGEND**

- PARCEL LOT BOUNDARY.
- - - ASSESSOR'S BOUNDARY
- ① ASSESSMENT NUMBER
- ① APN NUMBER.








ASSESSMENT DIAGRAM  
 INCLUSION OF 363 E ALMOND AVENUE - PALEPINO LLC  
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA  
 363 E ALMOND AVE.  
 PALEPINO LLC  
 REV. MAY 2019

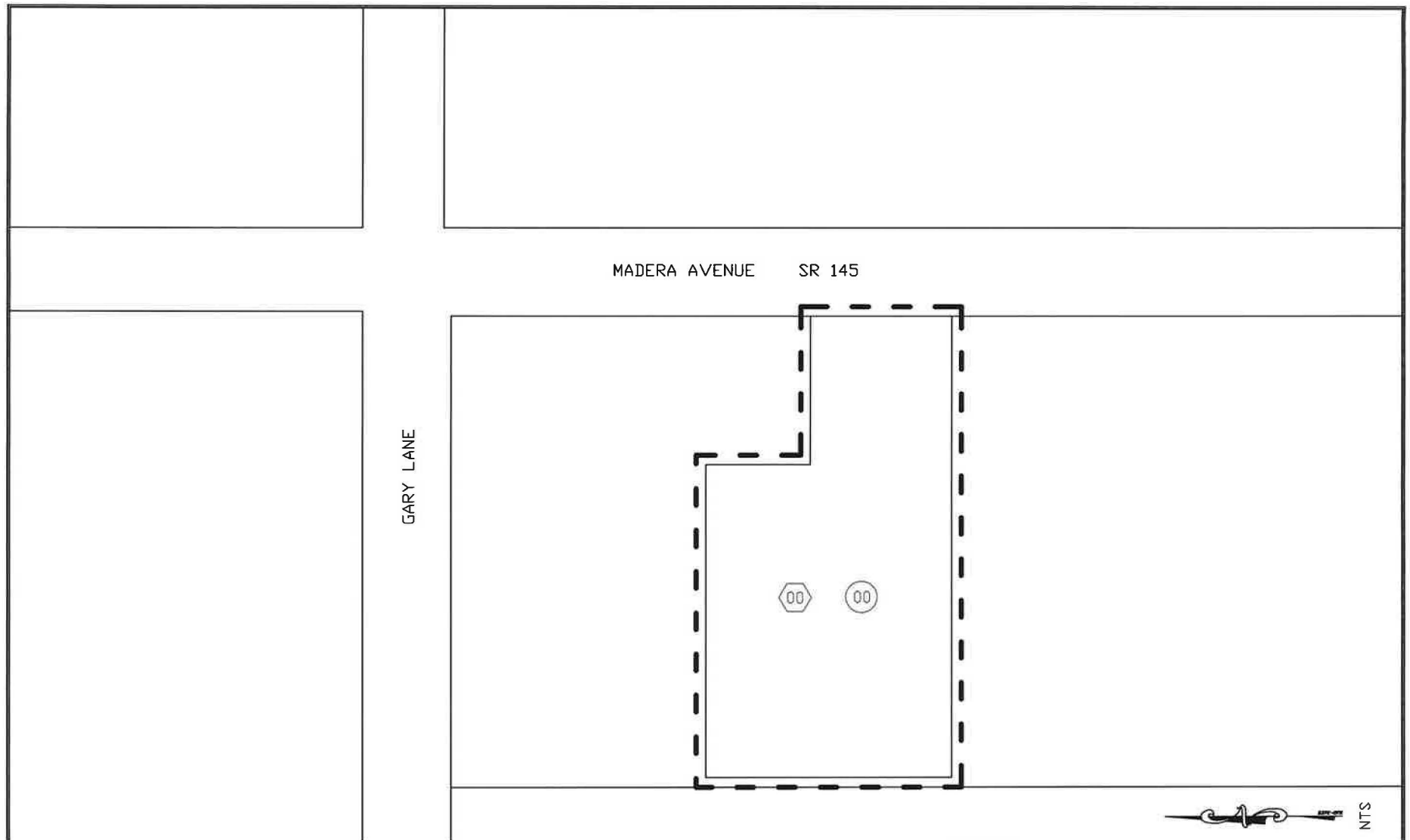


**LEGEND**






-  PARCEL LOT BOUNDARY.
-  ASSESSOR'S BOUNDARY
-  ASSESSMENT NUMBER
-  APN NUMBER.
-  SUBDIVISION PARCEL LETTER/NUMBER

**ASSESSMENT DIAGRAM**  
**INCLUSION OF CROWN TOZER SUBDIVISION 19-S-03**  
**INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51**  
**CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA**

CITY OF MADERA
SUBDIVISION 19-S-03
REV. JUNE 2019

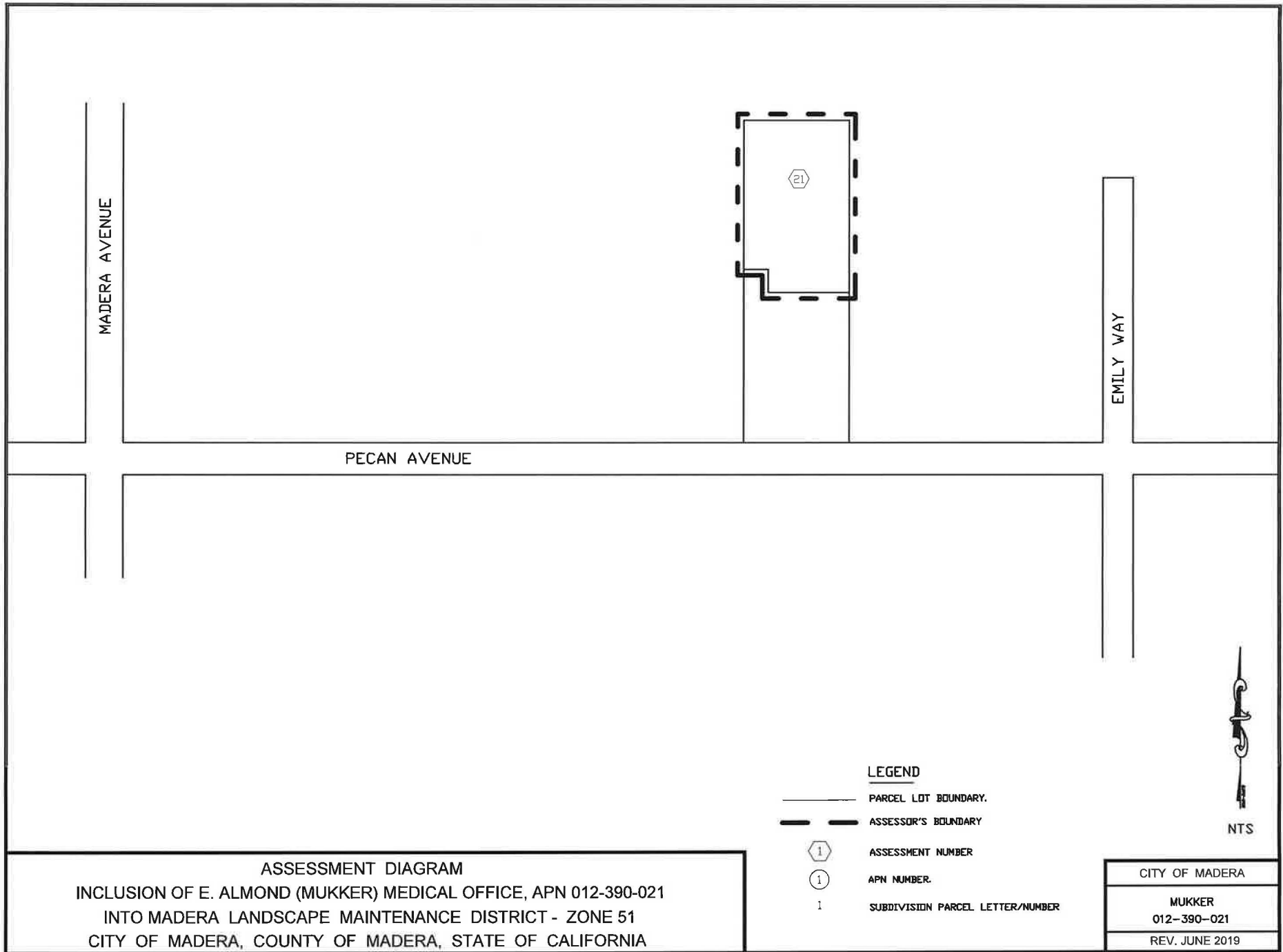


**LEGEND**






-  PARCEL LOT BOUNDARY.
-  ASSESSOR'S BOUNDARY
-  ASSESSMENT NUMBER
-  APN NUMBER.
-  SUBDIVISION PARCEL LETTER/NUMBER

**ASSESSMENT DIAGRAM**  
**INCLUSION OF BURGER KING, 1230 MADERA AVENUE**  
**INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51**  
**CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA**

CITY OF MADERA
BURGER KING 1230 MADERA AVENUE
REV. MAY 2019

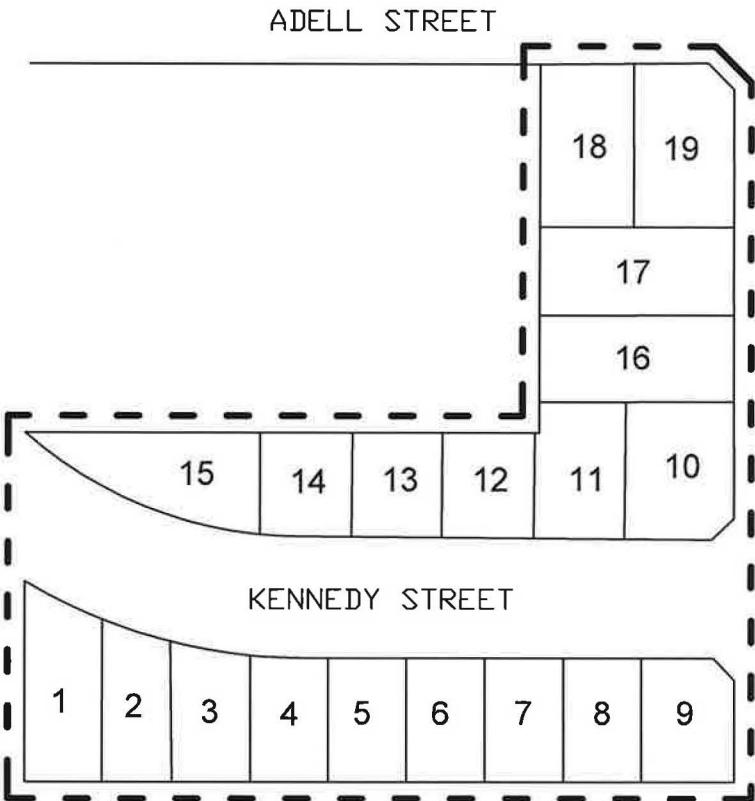


**ASSESSMENT DIAGRAM**  
**INCLUSION OF E. ALMOND (MUKKER) MEDICAL OFFICE, APN 012-390-021**  
**INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51**  
**CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA**

- LEGEND**
-  PARCEL LOT BOUNDARY.
  -  ASSESSOR'S BOUNDARY
  -  ASSESSMENT NUMBER
  -  APN NUMBER.
  -  SUBDIVISION PARCEL LETTER/NUMBER

CITY OF MADERA  
**MUKKER**  
**012-390-021**  
 REV. JUNE 2019

NTS



LAKE STREET

ADELL STREET

KENNEDY STREET

**LEGEND**

- PARCEL LOT BOUNDARY.
- - - ASSESSOR'S BOUNDARY

- ① ASSESSMENT NUMBER
- ① APN NUMBER.
- 1 SUBDIVISION PARCEL LETTER/NUMBER



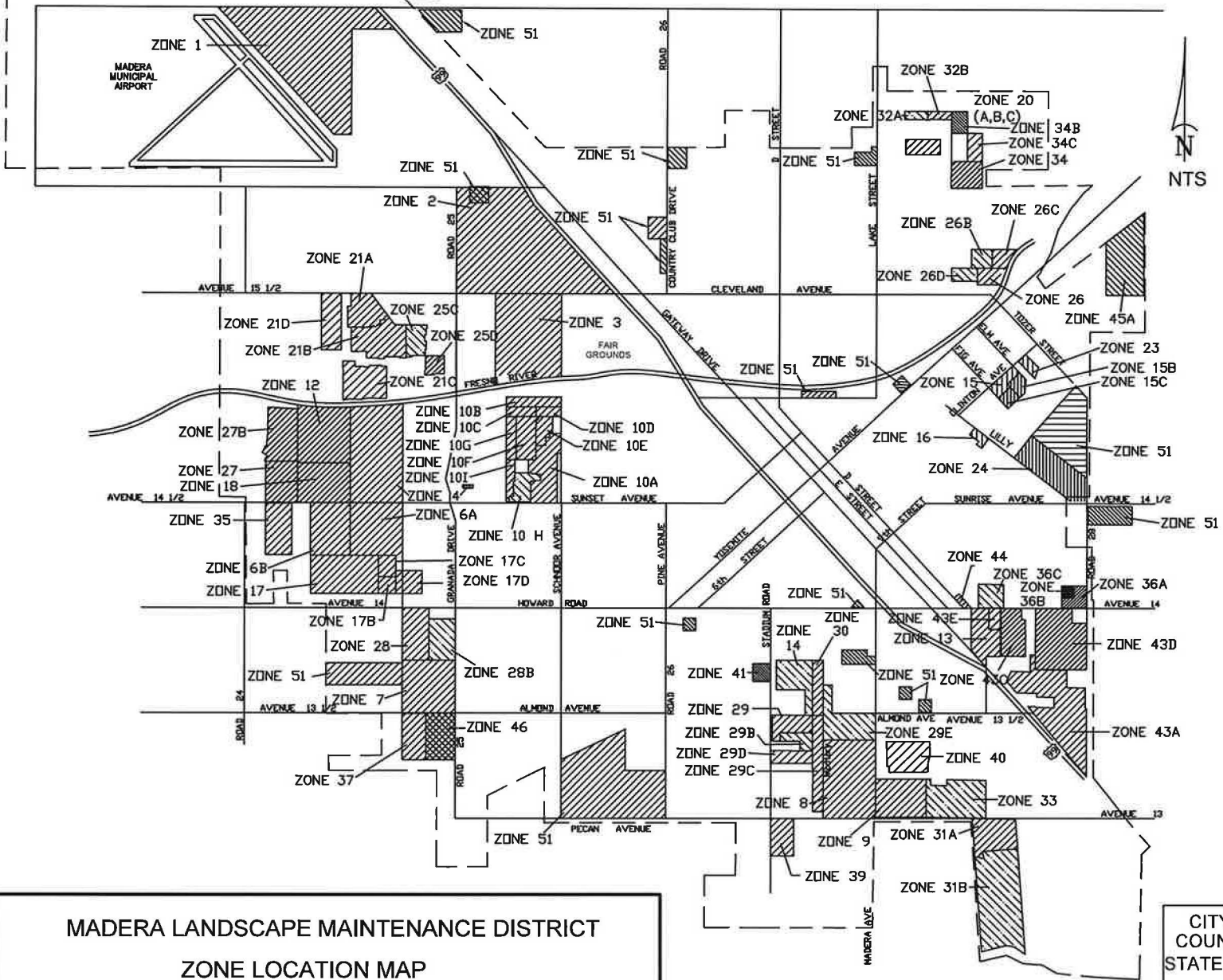
NTS

ASSESSMENT DIAGRAM  
 INCLUSION OF SUBDIVISION 18-S-04, CVI GROUP  
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SUBDIVISION 18-S-04
REV. JUNE 2019



**ATTACHMENT 4**  
LMD ZONE LOCATION MAP



**MADERA LANDSCAPE MAINTENANCE DISTRICT**  
**ZONE LOCATION MAP**

CITY OF MADERA  
 COUNTY OF MADERA  
 STATE OF CALIFORNIA

REV. JUNE 2019