

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: March 2, 2022

Agenda Number: C-3

SUBJECT:

Public Hearing Relating to Annexation of Certain Properties into Zone of Benefit 40 and Zone of Benefit 51 to the Citywide Landscape and Lighting Assessment Districts (LMD) Zone for Fiscal Year 2022/23

RECOMMENDATION:

Adopt Resolutions Approving Annexation of Certain Properties to Citywide Lighting and Landscaping Assessment Districts:

1. Resolution Approving Annexation No. 2022 -01 for Annexation of APN 012-253-002, 012-270-001, and APN 012-270-002 (Rai Apartments) Into Zone of Benefit 40; Confirming the Diagram and Assessment for Citywide Landscape And Lighting Assessment District Zone of Benefit 40 for Fiscal Year (FY) 2022/23; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor; and
2. Resolution Approving Annexation No. 2022-02 for annexation of APN 010-193-010 (Caliber); APN 012-133-039 (ARCO); APN 003-194-012 (Starbucks Country Club Drive) Into Zone of Benefit 51; Confirming the Diagram and Assessment for Citywide Landscape and Lighting Assessment District Zone of Benefit 51 for Fiscal Year (FY) 2022/23; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor

SUMMARY:

This public hearing is for the purpose of annexing various properties into the City's LMD. Properties are set forth in two resolutions (1) for Annexation 2022-01 for annexation to Zone of Benefit 40 and (2) for annexations to Zone of Benefit 51. The annexations relate to the following projects:

- On January 8, 2019, the City approved Precise Plan (PPL 2018-06), Rezone (REZ 2018-07) and General Plan Amendment (GPA 2018-05) for the Rai Apartments. A requirement of development is annexation of the parcels into the City's existing LMD Zone of Benefit 40 for perpetual maintenance of landscaping.

- On September 10, 2019, the City approved Site Plan Review (SPR 2019-09) and Conditional Use Permit (CUP 2019-12) for Caliber Collision. A requirement of development is annexation of the parcels into the City’s existing LMD Zones of Benefit 51 for perpetual maintenance of landscaping.
- On December 12, 2017, the City approved Site Plan Review (SPR 2016-35) and Conditional Use Permits (CUP 2016-35, 36, & 37) for ARCO Gas Station. A requirement of development is annexation of the parcels into the City’s existing LMD Zones of Benefit 51 for perpetual maintenance of landscaping.
- On October 13, 2020, the City approved Site Plan Review (SPR 2020-03) and Conditional Use Permit (CUP 2020-05) for Starbucks. A requirement of development is annexation of the parcels into the City’s existing LMD Zones of Benefit 51 for perpetual maintenance of landscaping.

DISCUSSION:

In June of 1991, the City formed the Citywide Landscape Assessment District which allowed for individual LMD’s 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 median islands and certain landscaped outlots. Ultimately, the creation of LMD’s lead to a greater ability to provide projects that meet 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 40 is responsible for maintenance of certain landscaped areas in the City located along Gary Lane and Emily Way. LMD zone 51 is the citywide area responsible for the maintenance of landscaped areas at various locations across the city. The location of all additions can be found on the map of all city-wide LMD districts, which is Attachment 7 of this report.

City staff requests City Council (Council) consider and approve the covenants attached herein which have been signed and notarized by the respective property owners.

FINANCIAL IMPACT:

The parcels will be responsible for participating in the cost of maintaining existing and proposed landscaping additions to their respective zones.

For the addition of Property to Zone 40, the annual assessment amount on the parcels subject to this action will be in an amount not to exceed:

Table 1: Zone 40 additions		
<i>Assessor’s Parcel #</i>	<i>Assessment per Parcel</i>	<i>Assessment per Dwelling Unit</i>
012-280-001	\$1,040	\$16.00
012-280-002	\$400	\$16.00
012-280-003	\$768	\$16.00

For the addition of Property into Zone 51, the annual assessment amounts on the parcels subject to this action will be in an amount not to exceed:

Table 2: Zone 51 additions		
<i>Property</i>	<i>Assessor's Parcel #</i>	<i>Assessment per Parcel</i>
Caliber Collision	010-193-010	\$47.82
ARCO Gas Station	012-133-039	\$136.52
Starbucks Country Club Dr	003-194-012	\$47.92

There are no financial impacts to the General Fund unless future costs exceed that which cannot be recovered through a Proposition 218 process and City does not elect to reduce maintenance levels to a point that are commensurate with revenue received.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The inclusion of the parcels into LMD Zones of Benefit 40 & 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, the goal of spreading costs to as many eligible parcels as possible will be negatively impacted in that some parcel will continue to absorb a larger cost of maintenance than others that may not participate in the sharing the cost.

ATTACHMENTS:

1. Resolution – Confirmation of the Diagram and Assessments for Zone 40
 - Exhibit A – Legal Descriptions
 - Exhibit B – Assessment Diagrams
 - Exhibit C – Assessment Amounts
 - Exhibit D – Covenant, Rai Apartments
2. Resolution – Confirmation of the Diagram and Assessments for Zone 51
 - Exhibit A – Legal Descriptions
 - Exhibit B – Assessment Diagrams
 - Exhibit C – Assessment Amounts
 - Exhibit D1 – Covenant, Caliber Collision
 - Exhibit D2 – Covenant, ARCO Gas Station
 - Exhibit D3 – Covenant, Starbucks – Country Club Drive
3. Map of City-Wide LMD Zones

Attachment 1

Resolution

Approving Annexation, Confirmation of the Diagram, and Assessments for
Zone of Benefit 40

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING ANNEXATION NO. 2022-01 FOR ANNEXATION
OF APN: 012-253-002, APN: 012-270-001, AND APN: 012-270-002 (RAI
APARTMENTS) INTO ZONE OF BENEFIT 40; CONFIRMING THE DIAGRAM
AND ASSESSMENT FOR CITYWIDE LANDSCAPE AND LIGHTING
ASSESSMENT DISTRICT ZONE OF BENEFIT 40 FOR FISCAL YEAR (FY)
2022/23; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND
ASSESSMENT WITH THE MADERA COUNTY AUDITOR**

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by 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"; and

WHEREAS, the recommended assessments for FY 2022/23 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, the owner of property proposed to be annexed to Zone of Benefit 40 as described in **Exhibit "A"** and diagramed in **Exhibit "B"** 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; and

WHEREAS, the assessment amounts are set forth in Exhibit "C"; and

WHEREAS, the property owner has 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; and

WHEREAS, the property owners further agree 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 property described in Exhibit "A" and as diagrammed in Exhibit "B," both of which are attached hereto and by reference incorporated herein, be annexed to City Landscape Maintenance District as Zone of Benefit 40 for the maintenance and servicing of landscaping facilities.
3. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2022/23 for the same, as identified in Exhibits "A," "B" and "C," and as set forth in Exhibit "D" the Covenant for Landscape Maintenance District Zone of Benefit 40 which are all attached to this resolution.
4. 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.
5. The City Engineer and City Clerk are collectively authorized to make any clerical corrections to this resolution and related documents.
6. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A To Resolution No. _____

Legal Description

APN: 012-253-002

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

LOT 64 OF CRYSTAL HEIGHTS SUBDIVISION, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED JUNE 5, 1991, IN BOOK 38 OF MAPS, AT PAGES 12 AND 13, MADERA COUNTY RECORDS.

APN: 012-270-001

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 1 OF THAT CERTAIN PARCEL MAP, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 31, PAGE 136 OF MAPS, MADERA COUNTY RECORDS.

APN: 012-270-002

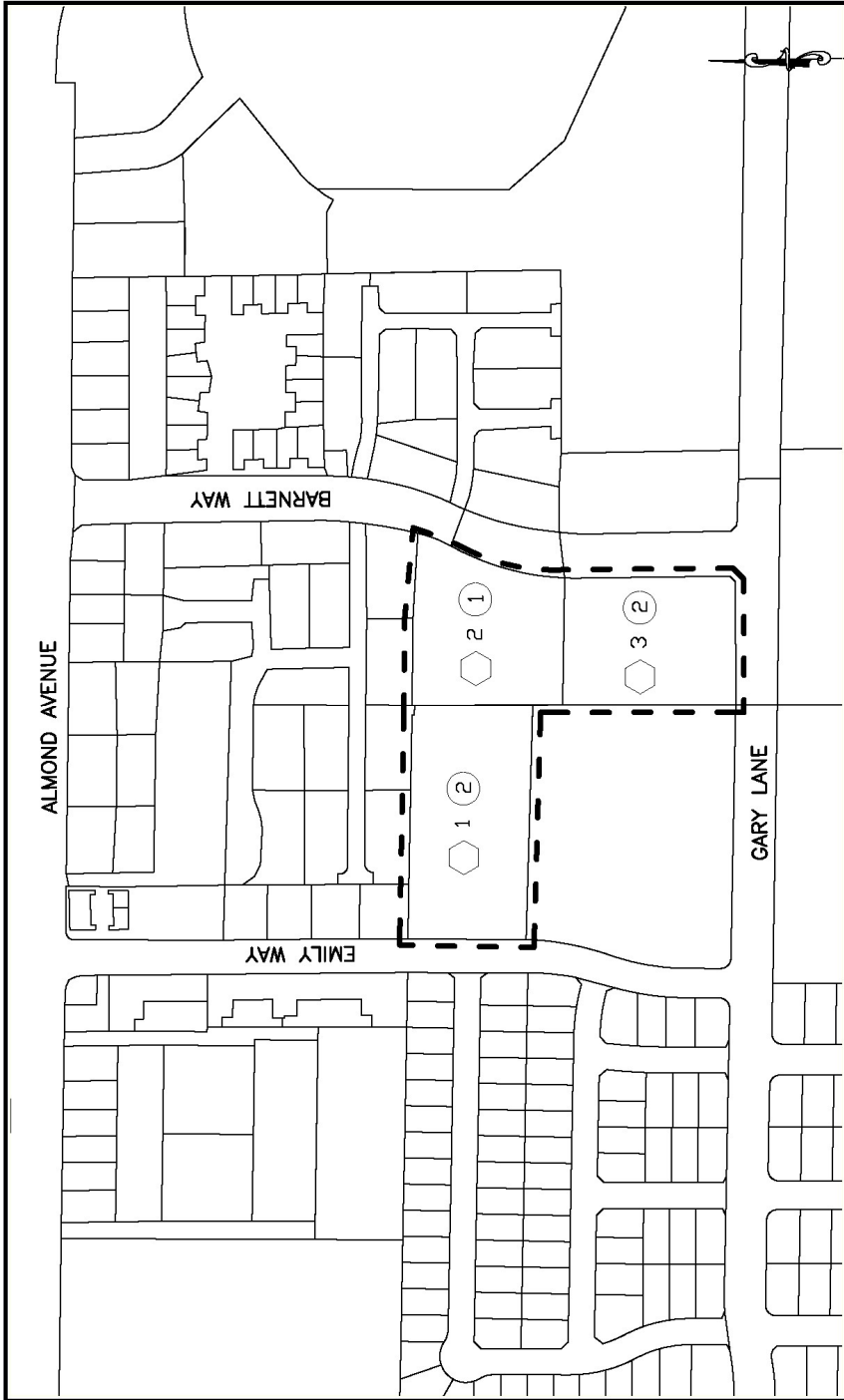
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 OF THAT CERTAIN PARCEL MAP, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 31, PAGE 136 OF MAPS, MADERA COUNTY RECORDS.

Exhibit B to Resolution No. _____

Assessment Diagram –

**APN: 012-253-002, APN: 012-270-001, AND APN: 012-270-002
(RAI APARTMENTS)**



LEGEND

--- PARCEL LOT BOUNDARY

--- ASSESSOR'S BOUNDARY

--- SUBDIVISION PARCEL LETTER/NUMBER

① ASSESSMENT NUMBER

① APN NUMBER

NTS

CITY OF MADERA
 RAI APARTMENT COMPLEX
 REV. MARCH 2020

ASSESSMENT DIAGRAM
 INCLUSION OF RAI APARTMENT COMPLEX
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 40
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

Exhibit C To Resolution No. _____

Assessment Amounts (Rai Apartments)

Assessor's Parcel #	Assessment per Parcel	Assessment per Dwelling Unit
012-280-001	\$1,040	\$16.00
012-280-002	\$400	\$16.00
012-280-003	\$768	\$16.00

Exhibit D To Resolution No. _____

Covenant – Rai Apartments

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 40**

WHEREAS, Rai 1999 Family Limited Partnership, a California Limited Partnership, 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” which is incorporated by reference; 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 Precise Plan (PPL) 2018-06, Rezone (REZ) 2018-07 and General Plan Amendment (GPA) 2018-05 approval to annex to the City’s Landscape Maintenance District; and

WHEREAS, the Planning Commission on January 8, 2019 conditionally approved Precise Plan PPL 2018-06, Rezone REZ 2018-07 and General Plan Amendment GPA 2018-05 for the Subject Property which provided for the annexation of the Subject Property into the

aforementioned Zone of Benefit; and

WHEREAS, 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 Precise Plan, Rezone and General Plan Amendment for the Subject Property, 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(ies). The assessment, based on dwelling units, currently in an amount not to exceed \$17.20 per dwelling unit with the assessment per parcel being proportional to the number of dwelling units situated on each parcel(s). 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 its 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.

12. This Covenant shall be effective on _____, 2022.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED:

By: _____
Keith B. Helmuth, P.E.,
City Engineer

COVENANTOR:

By: _____
Nirmal S. Rai, Owner

***NOTARY ACKNOWLEDGEMENT
REQUIRED***

EXHIBIT "A"
Legal Description

APN: 012-253-002

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

LOT 64 OF CRYSTAL HEIGHTS SUBDIVISION, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED JUNE 5, 1991 IN BOOK 38 OF MAPS, AT PAGES 12 AND 13, MADERA COUNTY RECORDS.

EXHIBIT "A"
Legal Description

APN: 012-270-001

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 1 OF THAT CERTAIN PARCEL MAP, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 31, PAGE 136 OF MAPS, MADERA COUNTY RECORDS.

EXHIBIT "A"
Legal Description

APN: 012-270-002

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 2 OF THAT CERTAIN PARCEL MAP, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 31, PAGE 136 OF MAPS, MADERA COUNTY RECORDS.

Attachment 2

Resolution

Approving Annexation, Confirmation of the Diagram and Assessments for
Zone of Benefit 51

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION NO. 2022-02 FOR ANNEXATION NO. 2022-23 FOR ANNEXATION OF APN 010-93-010 (CALIBER COLLISION); APN 012-13-039 (ARCO GAS STATION), AND APN 003-194-012 (STARBUCKS AT COUNTRY CLUB DRIVE) INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITYWIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR (FY) 2022/23; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by 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"; and

WHEREAS, the recommended assessments for FY 2022/23 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 Caliber Collision, ARCO Gas Station, and Starbucks Country Club Drive, 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; and

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 owners have 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; and

WHEREAS, the property owners further agree 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 property described in Exhibit "A" and as diagrammed in Exhibit "B," both of which are 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 City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2022/23 for the same, as identified in Exhibits "A," "B" and "C," and as set forth in "Covenant Landscape Maintenance District Zone of Benefit 51." for each parcel
4. 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.
5. The City Engineer and City Clerk are collectively authorized to make any clerical corrections to this resolution and related documents.
6. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A to Resolution No. _____

Property Legal Descriptions – Zone 51

Legal Description (Caliber Collision)

APN: 010-193-010

Real property in the City of Madera, County of Madera, State of California, described as follows:

LOT 25 THROUGH 32, INCLUSIVE OF BLOCK 3 OF HUGHES ADDITION TO THE TOWN OF MADERA, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, AS SAID LOTS AND BLOCK ARE SHOWN UPON THE MAP FILED FOR RECORD IN BOOK 4, PAGE 31 OF MAPS

Legal Description (ARCO Gas Station)

APN: 012-133-039

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

THAT PORTION OF PARCEL "B", AS DESCRIBED IN DEED RECORDED AUGUST 25, 1995 AS DOCUMENT NO. 9521083, MADERA COUNTY OFFICIAL RECORDS, AND SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 44 OF MAPS, AT PAGE 42, MADERA COUNTY RECORDS, AND LYING IN THE SW 1/4 OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE SOUTH 88° 55' 28" EAST, ALONG THE SOUTH LINE OF SAID SECTION 30 A DISTANCE OF 90.00 FEET; THENCE NORTH 1° 04' 32" EAST, 22.00 FEET; THENCE NORTH 39° 06' 08" WEST, 10.47 FEET TO A POINT WHICH IS 30.0 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF SAID SECTION 30, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 39° 06' 08" WEST, 53.13 FEET TO A POINT WHICH IS 50.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID SECTION 30; THENCE NORTH 0° 14' 00" EAST AND PARALLEL WITH THE WEST LINE OF SAID SECTION 30 A DISTANCE OF 255.44 FEET; THENCE SOUTH 88° 55' 28" EAST, AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 30 A DISTANCE OF 316.03 FEET; THENCE SOUTH 0° 14' 00" WEST AND PARALLEL WITH THE WEST LINE OF SAID SECTION 30 A DISTANCE OF 296.03 FEET TO A POINT WHICH IS 30.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF SAID SECTION 30; THENCE NORTH 88° 55' 28" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 30 A DISTANCE OF 282.35 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF, CONVEYED TO THE CITY OF MADERA BY DEED RECORDED MARCH 18, 1998, AS DOCUMENT NO. 9806866, OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30, THENCE SOUTH 88° 55' 18" EAST, A DISTANCE OF 90.00 FEET; THENCE NORTH 01° 04' 42" EAST, A DISTANCE OF 22.00 FEET; THENCE NORTH 39° 06' 34" WEST, A DISTANCE OF 10.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 39° 06' 34" WEST, A DISTANCE OF 50.22 FEET; THENCE SOUTH 89° 46' 00" EAST, A DISTANCE OF 18.16 FEET; THENCE SOUTH 00° 14' 00" WEST, A DISTANCE OF 7.14 FEET; THENCE SOUTH 43° 29' 57" EAST, A DISTANCE OF 16.13 FEET; THENCE SOUTH 88° 55' 28" EAST, A DISTANCE OF 113.57 FEET; THENCE SOUTH 01° 04' 42" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88° 55' 18" WEST, A DISTANCE OF 110.75 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION ACCORDING TO THAT GRANT DEED RECORDED OCTOBER 14, 2020 AS DOCUMENT NO. 2020025579, OF OFFICIAL RECORDS.

Legal Description (Starbucks Country Club Drive)

APN: 003-194-012

Real property in the City of Madera, County of Madera, State of California, described as follows:

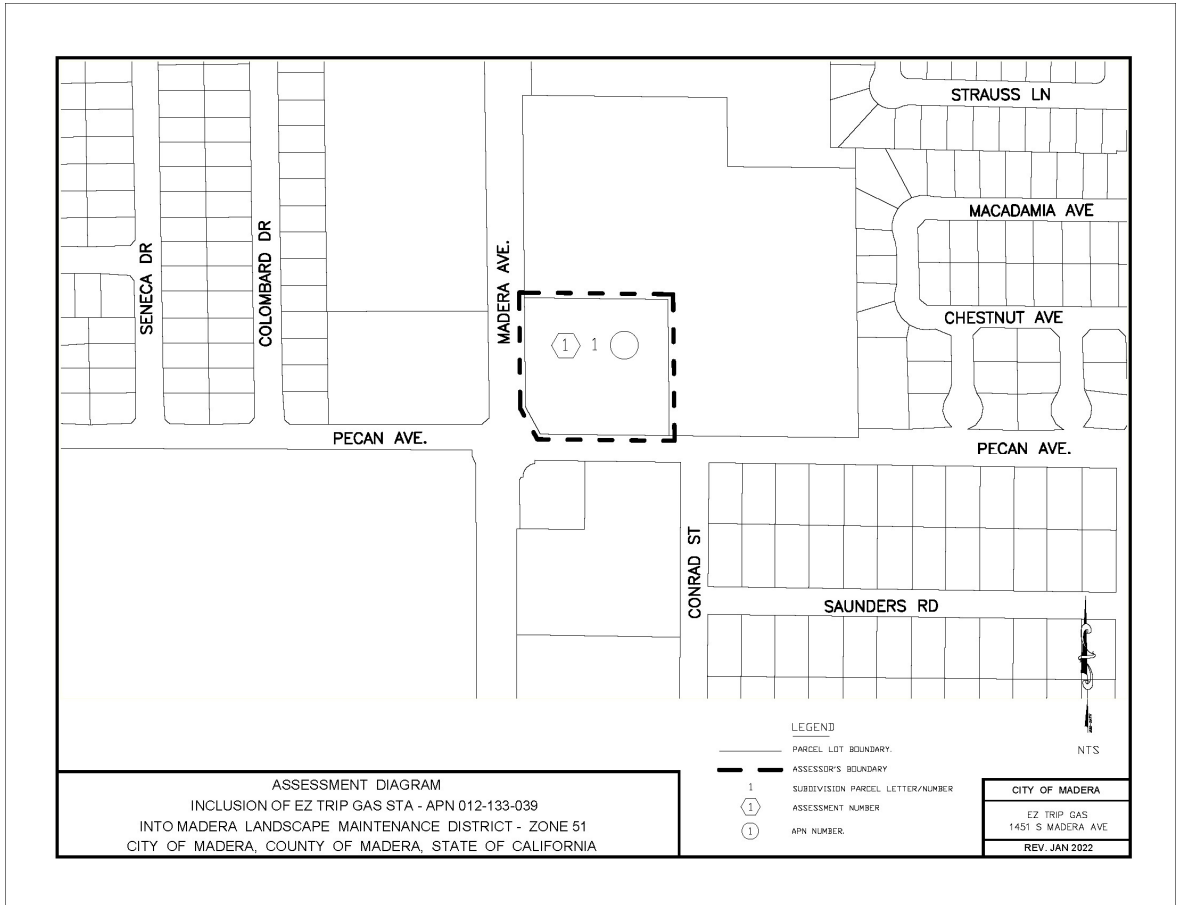
PARCEL NO. 2 AS SHOWN ON THAT CERTAIN PARCEL MAP, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, RECORDED DECEMBER 29, 1981 IN VOLUME 28 OF MAPS, AT PAGE 51, MADERA COUNTY RECORDS.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF MADERA BY DEED RECORDED AUGUST 31, 1994 AS DOCUMENT NO. 9425981, OFFICIAL RECORDS.

Exhibit B To Resolution No. _____

Assessment Diagrams – Zone 51

APN 012-133-039 (ARCO GAS STATION)

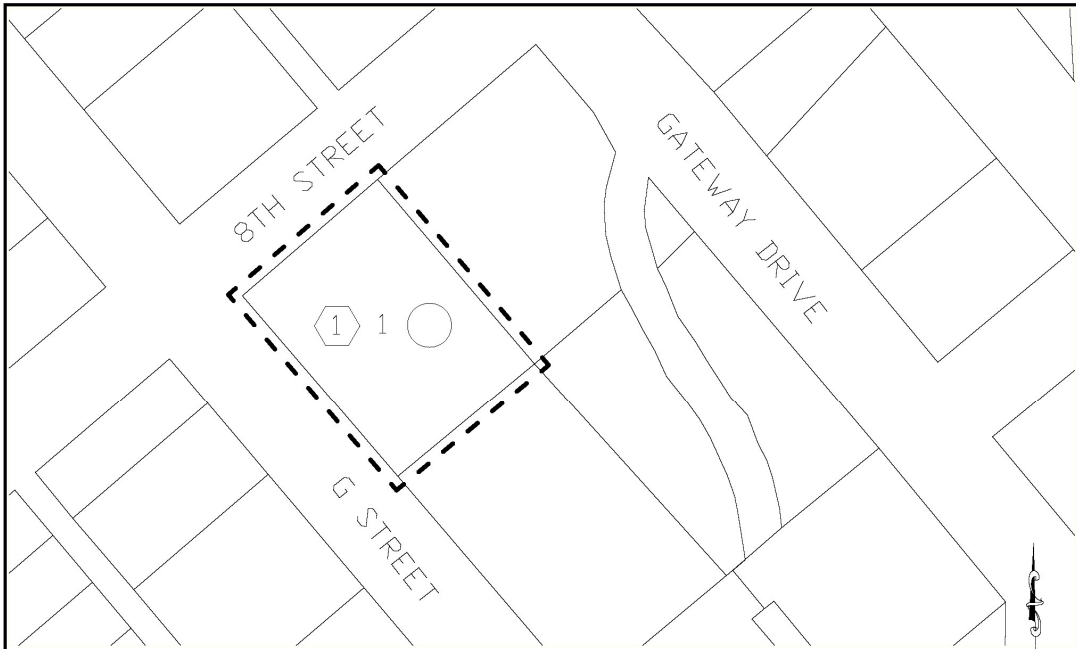


ASSESSMENT DIAGRAM
 INCLUSION OF EZ TRIP GAS STA - APN 012-133-039
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

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

CITY OF MADERA
EZ TRIP GAS 1451 S MADERA AVE
REV. JAN 2022

APN 010-193-010 (Caliber Collision)



LEGEND

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

ASSESSMENT DIAGRAM
 INCLUSION OF CALIBER COLLISION - APN 010-193-010
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CALIBER COLLISION 112 W 8TH ST
REV. JAN 2022

APN 003-194-012 (Starbucks Country Club Drive)

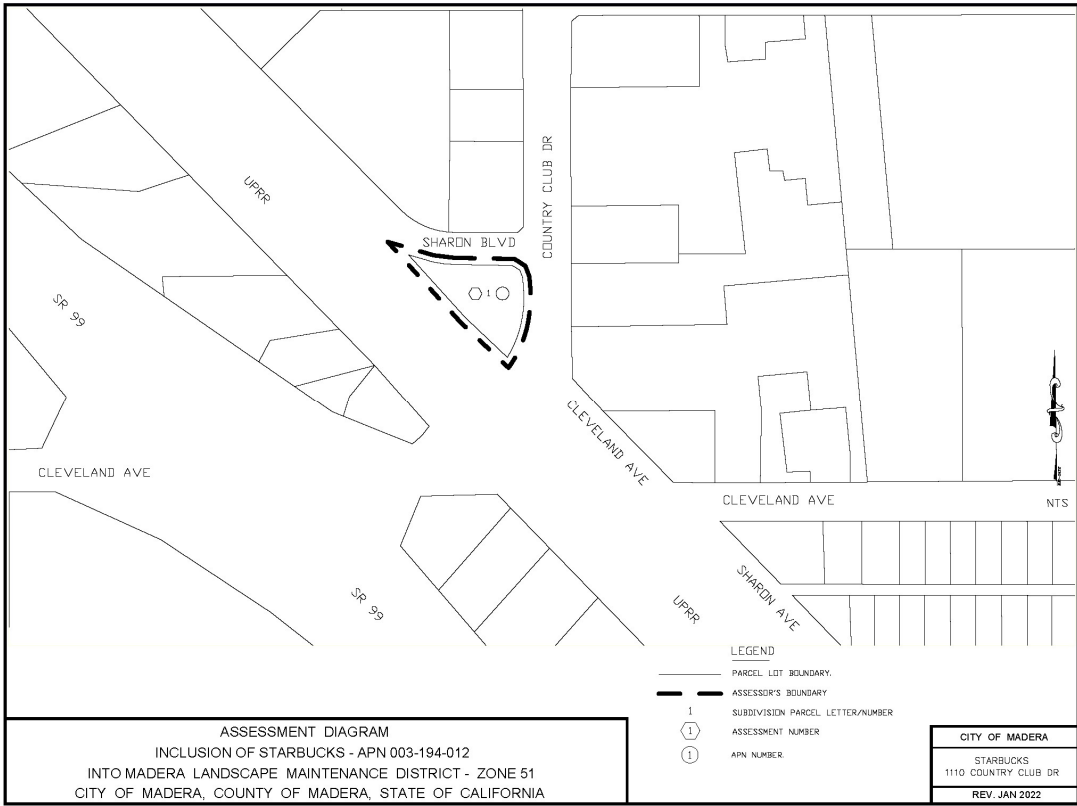


Exhibit C To Resolution No. _____

Assessment Amounts – Zone 51

Property	Assessor's Parcel #	Assessment per Parcel
Caliber Collision	010-193-010	\$47.82
ARCO Gas Station	012-133-039	\$136.52
Starbucks Country Club Dr	003-194-012	\$47.92

Exhibit D1 To Resolution No. _____

Covenant for Caliber Collision

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, Mark Knox and Victoria Karlsson-Knox, Trustees of the 2004 Knox Family Revocable Trust, 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” which is incorporated by reference; 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 (SPR) 2019-19 and Conditional Use Permit (CUP) 2019-12 approval to annex to the City’s Landscape Maintenance District; and

WHEREAS, the Planning Commission on September 10, 2019, approved the SPR 2019-19 and CUP 2019-12 which provided for the annexation of this commercial parcel into the aforementioned Zone of Benefit; and

WHEREAS, 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:

4. In consideration of the foregoing and the approval of the Site Plan Review and Conditional Use Permit 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.

5. 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.

6. 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.

13. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$47.82 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.

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

15. 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).

16. 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.

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

18. 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.

19. 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 its

continued existence and enforcement are no longer necessary.

20. 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.

21. This Covenant shall be effective on _____, 2022.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

COVENANTOR:

2004 Knox Family Revocable Trust

By: _____
Mark Knox, Trustee

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

By: _____
Victoria Karlsson-Knox, Trustee

ATTEST:

By: _____
Alicia Gonzales, City Clerk

***NOTARY ACKNOWLEDGEMENT
REQUIRED***

APPROVED:

By: _____
Keith B. Helmuth, P.E., City Engineer

EXHIBIT "A"
Legal Description

Real property in the City of Madera, County of Madera, State of California, described as follows:

LOT 25 THROUGH 32, INCLUSIVE OF BLOCK 3 OF HUGHES ADDITION TO THE TOWN OF MADERA, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, AS SAID LOTS AND BLOCK ARE SHOWN UPON THE MAP FILED FOR RECORD IN BOOK 4, PAGE 31 OF MAPS

APN: 010-193-010

Exhibit D2 To Resolution No. _____

Covenant for ARCO Gas Station

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, Millennium Acquisition 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” which is incorporated by reference; 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 (SPR) 2016-35 and Conditional Use Permit (CUP) 2016-35, -36, and -37 approval to annex to the City’s Landscape Maintenance District; and

WHEREAS, the Planning Commission on December 12, 2017, approved SPR 2016-35 and CUP 2016-35, -36, and -37 for the Arco Gas Station which provided for the

annexation of the Subject Property into the aforementioned Zone of Benefit; and

WHEREAS, 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:

7. In consideration of the foregoing and the approval of the Site Plan Review and Conditional Use Permits for the Subject Property, by the City of Madera, the undersigned hereby covenants, promises, and agrees with the City of Madera for the benefit of said City.

8. 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.

9. 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.

22. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$136.52. 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.

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

24. 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).

25. 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.

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

27. 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.

28. 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 its continued existence and enforcement are no longer necessary.

29. 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.

30. This Covenant shall be effective on _____, 2022.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

APPROVED:

By: _____
Keith B. Helmuth, P.E.,
City Engineer

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

COVENANTOR:

Millennium Acquisition LLC, a California
limited liability company

By: _____
Shawn Shiralian, Owner

ATTEST:

By: _____
Alicia Gonzales, City Clerk

**NOTARY ACKNOWLEDGEMENT
REQUIRED**

EXHIBIT "A"
Legal Description

ARCO GAS STATION
APN: 012-133-039

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

THAT PORTION OF PARCEL "B", AS DESCRIBED IN DEED RECORDED AUGUST 25, 1995 AS DOCUMENT NO. 9521083, MADERA COUNTY OFFICIAL RECORDS, AND SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 44 OF MAPS, AT PAGE 42, MADERA COUNTY RECORDS, AND LYING IN THE SW 1/4 OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE SOUTH 88° 55' 28" EAST, ALONG THE SOUTH LINE OF SAID SECTION 30 A DISTANCE OF 90.00 FEET; THENCE NORTH 1° 04' 32" EAST, 22.00 FEET; THENCE NORTH 39° 06' 08" WEST, 10.47 FEET TO A POINT WHICH IS 30.0 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF SAID SECTION 30, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 39° 06' 08" WEST, 53.13 FEET TO A POINT WHICH IS 50.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID SECTION 30; THENCE NORTH 0° 14' 00" EAST AND PARALLEL WITH THE WEST LINE OF SAID SECTION 30 A DISTANCE OF 255.44 FEET; THENCE SOUTH 88° 55' 28" EAST, AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 30 A DISTANCE OF 316.03 FEET; THENCE SOUTH 0° 14' 00" WEST AND PARALLEL WITH THE WEST LINE OF SAID SECTION 30 A DISTANCE OF 296.03 FEET TO A POINT WHICH IS 30.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF SAID SECTION 30; THENCE NORTH 88° 55' 28" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 30 A DISTANCE OF 282.35 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF, CONVEYED TO THE CITY OF MADERA BY DEED RECORDED MARCH 18, 1998, AS DOCUMENT NO. 9806866, OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30, THENCE SOUTH 88° 55' 18" EAST, A DISTANCE OF 90.00 FEET; THENCE NORTH 01° 04' 42" EAST, A DISTANCE OF 22.00 FEET; THENCE NORTH 39° 06' 34" WEST, A DISTANCE OF 10.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 39° 06' 34" WEST, A DISTANCE OF 50.22 FEET; THENCE SOUTH 89° 46' 00" EAST, A DISTANCE OF 18.16 FEET; THENCE SOUTH 00°14' 00" WEST, A DISTANCE OF 7.14 FEET; THENCE SOUTH 43° 29' 57" EAST, A DISTANCE OF 16.13 FEET; THENCE SOUTH 88° 55' 28" EAST, A DISTANCE OF 113.57 FEET; THENCE SOUTH 01° 04'

42" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88° 55' 18" WEST, A DISTANCE OF 110.75 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION ACCORDING TO THAT GRANT DEED RECORDED OCTOBER 14, 2020 AS DOCUMENT NO. 2020025579, OF OFFICIAL RECORDS.

Exhibit D3 To Resolution No. _____

Covenant for Starbucks, Country Club Drive

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, Lojon Property LLC, a Delaware 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” which is incorporated by reference; 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 (SPR) 2020-03 and Conditional Use Permit (CUP) 2020-05 approval to annex to the City’s Landscape Maintenance District; and

WHEREAS, the Planning Commission on October 13, 2020, approved the SPR 2020-03 and CUP 2020-05 which provided for the annexation of this commercial parcel into the aforementioned Zone of Benefit; and

WHEREAS, 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:

10. In consideration of the foregoing and the approval of the Site Plan Review and Conditional Use Permit 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.

11. 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.

12. 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.

31. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$47.94. 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.

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

33. 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).

34. 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.

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

36. 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.

37. 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 its

continued existence and enforcement are no longer necessary.

38. 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.

39. This Covenant shall be effective on _____, 2022.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

By: _____
Keith B. Helmuth, P.E., City Engineer

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

COVENANTOR:

Lojon LLC

By: _____
Steve Hayes
Property Accountant

ATTEST:

By: _____
Alicia Gonzales, City Clerk

**NOTARY ACKNOWLEDGEMENT
REQUIRED**

APPROVED:

EXHIBIT "A"
Legal Description

Real property in the City of Madera, County of Madera, State of California, described as follows:

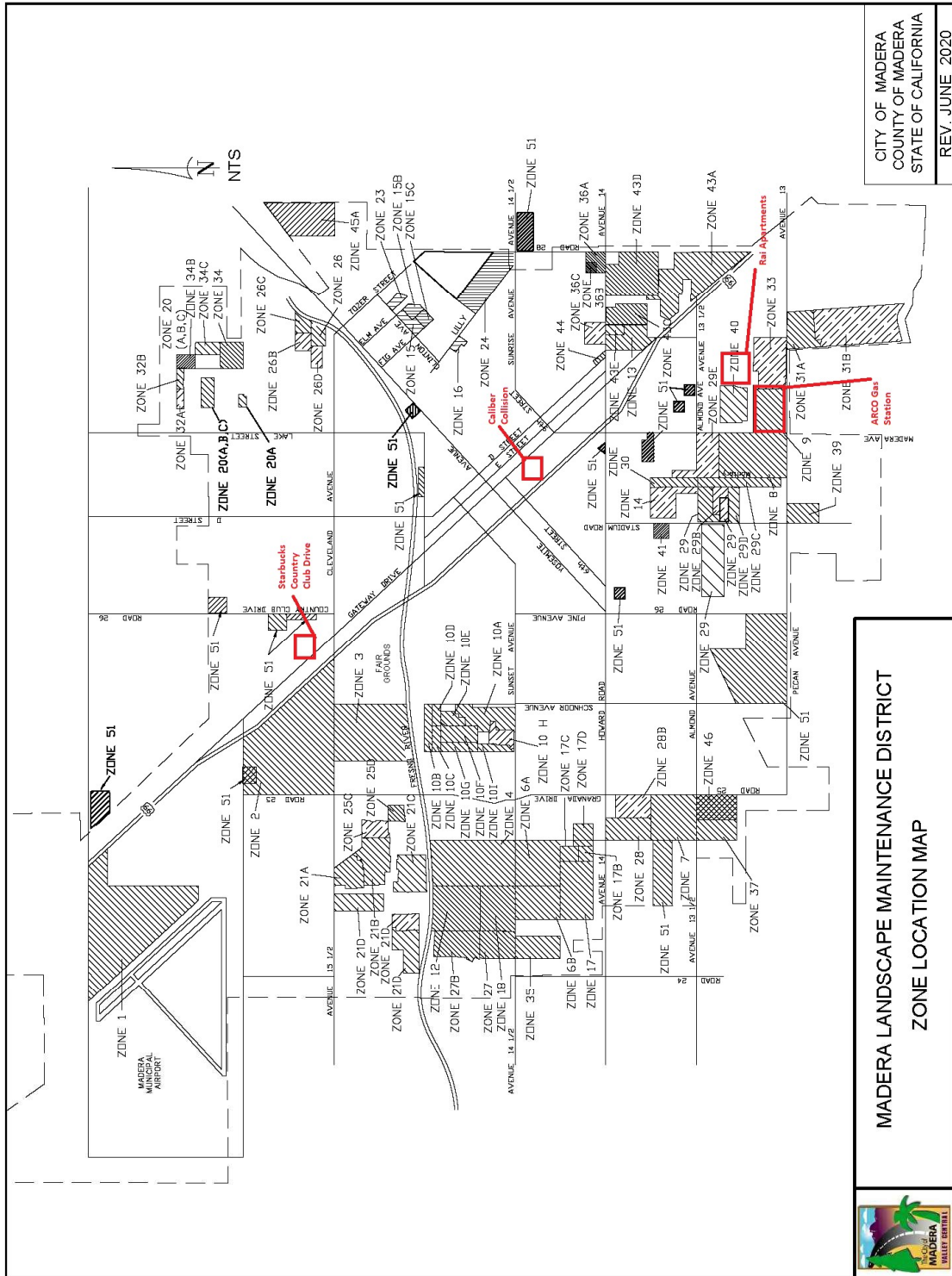
PARCEL NO. 2 AS SHOWN ON THAT CERTAIN PARCEL MAP, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, RECORDED DECEMBER 29, 1981 IN VOLUME 28 OF MAPS, AT PAGE 51, MADERA COUNTY RECORDS.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF MADERA BY DEED RECORDED AUGUST 31, 1994 AS DOCUMENT NO. 9425981, OFFICIAL RECORDS.

APN: 003-194-012

Attachment 3

Map of City-Wide LMD Zones



CITY OF MADERA
 COUNTY OF MADERA
 STATE OF CALIFORNIA
 REV. JUNE 2020

MADERA LANDSCAPE MAINTENANCE DISTRICT
 ZONE LOCATION MAP

