

CITY COUNCIL AGENDA: OCTOBER 7, 2014

SUBJECT: AN AGREEMENT TO PROVIDE EXTRATERRITORIAL SERVICES TO AKIN WATER COMPANY AND INITIATING AN APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS ON THE AGREEMENT

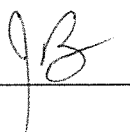
SOURCE: PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION AND COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: On September 28, 2012, the Akin Water Company submitted an application for annexation in order to obtain water services from the City of Porterville's municipal water system. After pre-consultation with the Local Agency Formation Commission (LAFCo), staff held an information meeting on May 29, 2013, at Vandalia Elementary School, with members of the public in the affected/proposed annexation area. After much deliberation and based on the limited number of survey ballots in favor of annexation and strong opposition from the residents of the affected territory for annexation, staff determined that any attempt at annexation would likely fail in the public hearing or protest hearing phase. At the October 15, 2013, City Council meeting, staff outlined the difficulties the Akin Water Company faced and requested direction from City Council related to provision of water to Akin Water Company. During the meeting the California Department of Public Health (CDPH) offered to pay for the installation of a pipeline system to the Akin properties, install water meters to all properties, pay for the inspection of all constructed work, pay all City water connections fees, and construct and dedicate a new well to the City.

City Council accepted the CDPH offer and agreed to install the infrastructure that will enable water service to the Akin Water Company's current customers, as described herein as Attachment 2, under an extraterritorial water service agreement. At the May 6, 2014, City Council meeting, Council agreed to serve the residents presently served by the Akin Water Company with potable water under the Water Service and System Maintenance Agreement, approved by City Council, per City Council Resolution Number 26-2014.

Staff is prepared to initiate the process in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. This act requires that LAFCo review and approve proposals to extend services beyond the jurisdictional boundary of a local agency and where the territory in subject to receiving such services is within the affected agency's sphere of influence in anticipation of a later change of organization. It is important to note that in order for the City to effectuate the Water Service and System Maintenance Agreement (Resolution Number 26-

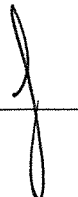
DD



Appropriated/Funded



CM



Item No. 13

2014), the Local Agency Formation Commission will need to approve the extraterritorial service agreements.

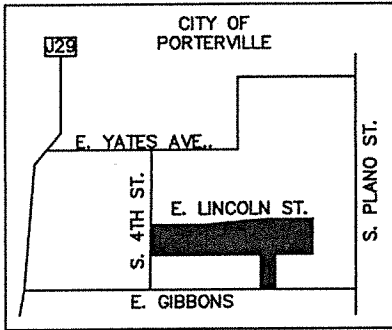
ENVIRONMENTAL: On September 19, 2014, the Environmental Coordinator made a determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15282(k) and 15301(a) of the California Code of Regulation.

RECOMMENDATION: That the City Council authorize staff to initiate an application to the Local Agency Formation Commission to take proceedings for the approval of the extraterritorial service agreement.

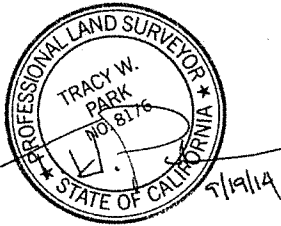
ATTACHMENTS:

1. Akin Water Company Boundaries/ Locator Map
2. Legal Description
3. Notice of Exemption
4. Resolution No. 26-2014
5. Draft Resolution containing findings in support of approving an agreement to provide extraterritorial services to the Akin Water Company and initiating an application to the Local Agency Formation Commission to take proceedings on the agreement.

A= RODRIGUEZ 270-140-082  
 B= DEES 270-140-081



VICINITY MAP  
 NOT TO SCALE

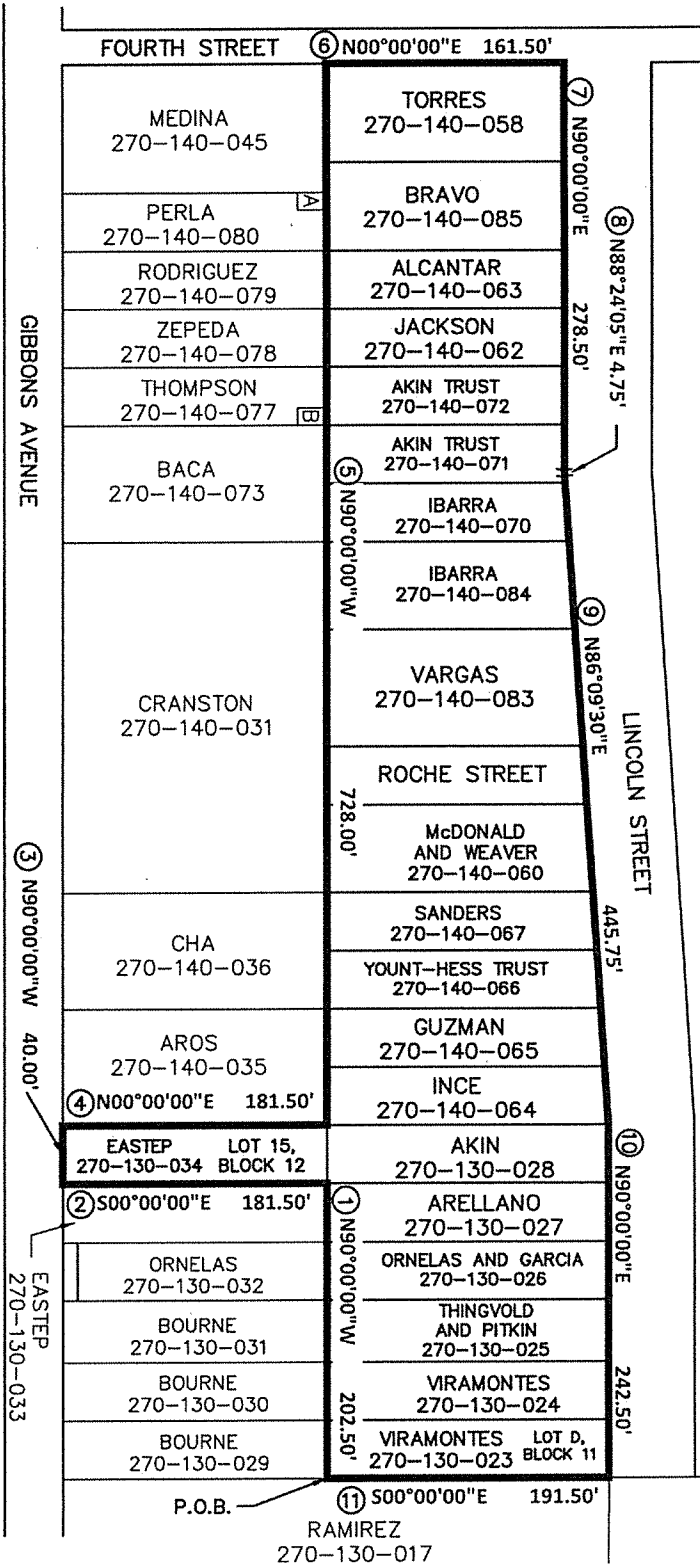
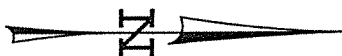
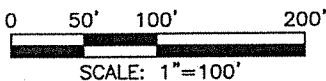


LEGEND:

- ① COURSE NUMBER
- BOUNDARY
- P.O.B. POINT OF BEGINNING

NOTES:

- 1) SEE SHEET 2 OF 2 FOR TITLE INFORMATION.
- 2) ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.



**NIV15**  
 NOLTE VERTICAL FIVE  
 5406 NATCHAN PARK DRIVE, FOURTH FLOOR SACRAMENTO, CA 95828  
 916.641.8200 TEL. 916.641.8222 FAX WWW.NIV15.COM

**EXHIBIT B**  
**LAFCO**  
**CITY OF PORTERVILLE**  
 PREPARED FOR: CITY OF PORTERVILLE DATE SUBMITTED: 9/19/2014

SHEET NUMBER  
**1**  
 OF 2 SHEETS

**ITEM NO. 1**

TITLE		
OWNER	DOC No.	APN
TORRES	2006-87267	270-140-058
BRAVO	1998-45190	270-140-085
ALCANTAR	2001-22879	270-140-063
JACKSON	40392	270-140-062
AKIN LIVING TRUST	2010-41309	270-140-072
AKIN LIVING TRUST	2010-41313	270-140-071
IBARRA	2006-74745	270-140-070
IBARRA	2008-57965	270-140-084
VARGAS	2008-29119	270-140-083
ROSEMARY MCDONALD AND PAULA WEAVER	2000-68937	270-140-060
SANDERS	2010-1850	270-140-067
YOUNT-HESS LIVING TRUST AGREEMENT	2007-11277	270-140-066
GUZMAN	2007-95273	270-140-065
INCE	2013-72892	270-140-064
MEDINA	1998-23657	270-140-045
PERLA	2007-20676	270-140-080
RODRIGUEZ	2007-77147	270-140-082
RODRIGUEZ	2007-77147	270-140-079
ZEPEDA	1983-29088	270-140-078
THOMPSON	2009-38702	270-140-077
DEES	2013-52313	270-140-081
BACA	2007-85496	270-140-073
CRANSTON	2010-65054	270-140-031
CHA	2010-59198	270-140-036
AROS	2001-55608	270-140-035
AKIN	2005-102378	270-130-028
ARELLANO	97-9947	270-130-027
RICARDO ORNELAS AND GUADALUPE GARCIA	95-37944	270-130-026
RANDY THINGVOLD AND PATRICIA PITKIN	27607	270-130-025
VIRAMONTES	2013-59670	270-130-024
VIRAMONTES	2013-59670	270-130-023
EASTEP	2007-37984	270-130-034
EASTEP	2008-7591	270-130-033
ORNELAS	1998-53302	270-130-032
BOURNE	1997-32807	270-130-031
BOURNE	1997-32807	270-130-030
BOURNE	1997-32807	270-130-029

**LEGAL DESCRIPTION  
EXHIBIT 'A'  
AKIN WATER  
CITY OF PORTERVILLE  
MAPPING NO. ---**

All that certain real property, situate in the City of Porterville, County of Tulare, State of California, being a portion of the North half of the Southwest quarter of Section 1, Township 22 South, Range 27 East, Mount Diablo Baseline and Meridian, more particularly described as follows:

BEGINNING at the Southeast corner of Lot D, Block 11, as said Lot and Block are shown on that certain Map entitled Map of Plano, recorded in Book 5 of Maps, Page 40, Tulare County Records, thence the following courses and distances;

1. North 90°00'00" West, a distance of 202.50' to the Northeast corner of Lot 15, Block 12 of said Map;
2. Thence, South 00°00'00" East along the east line of said Lot 15, a distance of 181.50', to a point in the North line of the South 40 feet of the North half of the southwest quarter of said section 1;
3. Thence, North 90°00'00" West along said North line, a distance of 40.00' to a point in the westerly line of Lot 15;
4. Thence, North 00°00'00" East along the westerly line of Lot 15, a distance of 181.50' to the Northwest corner thereof;
5. Thence, North 90°00'00" West, a distance of 728.00' to the most southerly Southeast corner of the Land conveyed to the County of Tulare, as said Land is described as Parcel 2 in Document No. 42440, Volume 3795, Page 302, Tulare County Records, said corner also being a point on the easterly line of Fourth Street;
6. Thence, North 00°00'00" East along the easterly line of Fourth Street, a distance of 161.50' to a point on the southerly line of Lincoln Street, said point being distant 60 feet South, measured at right angles to the centerline of Lincoln Street;
7. Thence, North 90°00'00" East along said southerly line of Lincoln Street, a distance of 278.5';
8. Thence, North 88°24'05" East continuing along said southerly line a distance of 4.75';
9. Thence, North 86°09'30" East continuing along said southerly line a distance of 445.75';

**ATTACHMENT  
ITEM NO. 2**

10. Thence, North 90°00'00" East, continuing along said southerly line a distance of 242.50' to a point on the northerly prolongation of the east line of Lot D, Block 11, as said Lot and Block are shown on that certain Map entitled Map of Plano, recorded in Book 5 of Maps, Page 40, Tulare County Records;


11. Thence South 00°00'00" East, along the northerly prolongation of and the East line of said Lot D, a distance of 191.50', to the Southeast corner of said Lot D, said corner being the POINT OF BEGINNING.

Containing 4.1 Acres more or less.


The Basis of Bearings for this map is the center line of Lincoln Street, assumed as North 90°00'00" East.

This legal description is for annexation purposes only, and does not create or describe a legal parcel to be sold or transferred. The intent of this legal description is to describe the lands to be annexed as shown on Exhibit B.

See Exhibit 'B' attached hereto and made a part hereof.

  
Tracy W. Park, PLS 8176

9/19/14  
Date



Prepared by:  
NV5. Inc.



Notice of Exemption

To:

Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, Ca 95812-3044

County Clerk

County of: Tulare

Address: County Civic Center, 221 S Mooney
Room #105, Visalia, CA 93291

From:

Lead Agency: City of Porterville
Address: 291 N Main Street
Porterville, CA 93257

Contact: Jennifer M. Byers
Phone: (559) 782-7460

Applicant: Akin Water Company
Address: 642 E. Henderson Avenue,
Porterville, CA 93257

Contact: Jim Akin
Phone: (559) 788-0535

Project Title: Connection of municipal water services to the Akin Water District.

Project Applicant: Jim Akin, 642 E. Henderson Avenue, Porterville, CA 93257

Project Location - Specific: Please see attached Exhibit 'A'

Project Location - City: Porterville Project Location - County: Tulare

Description of Nature, Purpose and Beneficiaries of Project:

Approval of an Extraterritorial Service Agreement to connect municipal water services to the Akin Water District which encompasses twenty (20) single family homes. The on-site well has failed, leaving the residences without water.

Name of Public Agency Approving Project: City of Porterville

Name of Person or Agency Carrying Out Project: Jim Akin

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1);15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a);
Emergency Project (Sec. 21080(b)(4);15269(b)(c);
[X] Categorical Exemption. State type and section number: Existing Facilities §15301(a) and §15282(k)
Statutory Exemptions. State code number:

Reasons why project is exempt:

Water main extension of less than one mile to an existing single-family residences.

Lead Agency

Contact Person: Jennifer M. Byers

Date: 9/19/14

**AGREEMENT BETWEEN THE CITY OF PORTERVILLE  
AND THE AKIN WATER COMPANY  
FOR POTABLE WATER SERVICE AND SYSTEM MAINTENANCE**

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RESOLUTION NO. 26 - 2014

A RESOLUTION OF THE CITY OF PORTERVILLE

THIS AGREEMENT, made and entered into by and between the CITY OF PORTERVILLE, a California Charter City, hereinafter referred to as City, and the AKIN WATER COMPANY, a private water company located in Tulare County, hereinafter referred to as Water Company.

WITNESSETH:

**WHEREAS**, Water Company exists for the purpose of providing water to certain residents of East Lincoln Street, located southeast of Porterville in unincorporated Tulare County, California; and

**WHEREAS**, Water Company is unable to provide safe drinking water to its residents; and

**WHEREAS**, Water Company's service territory is located within the sphere of influence of City; and

**WHEREAS**, City has agreed to serve the residents presently served by Water Company with potable water, per City Council Resolution Number 26 - 2014, adopted by the Porterville City Council on May 6, 2014; and

**WHEREAS**, City's request for an Extra-Territorial Service Agreement to served Water Company shall be approved by Tulare County LAFCo prior to providing water to the Water Company; and

**WHEREAS**, City has the capacity to serve the Water Company's customers with potable water; and



**WHEREAS**, Water Company has received Proposition 84 funds from the California Department of Public Health for the purposes of planning and designing the replacement distribution system and infrastructure necessary to connect Water Company's water system to City's water system, as well as for planning and design of a replacement water source for City; and

**WHEREAS**, the funding agreements for the aforementioned Proposition 84 funds require an agreement between City and Water Company that commits the City to providing potable water supply after construction of the new system is complete and identifies the party responsible for operation and maintenance of the new water distribution system within Water Company's service territory after construction. The agreement is conditioned on Water Company's surrender of its water supply permit after the Consolidation is complete and the design and construction of a new water source (well) for the City is completed, prior to connecting Water Company to City's water system.

**NOW THEREFORE BE IT RESOLVED**, that City shall supply with potable water the properties currently served by Water Company, subject to the following terms and conditions:

1. **Consolidation.** City agrees to serve with potable water the properties currently served by Water Company, including all twenty-three (23) subdivision lots and homes located thereon. All drinking water connections shall comply with all applicable local, state and federal requirements, and shall be made under the supervision of City and City's agents. The area to be served includes roads internal to the subdivision, specifically East Lincoln Street and Fourth Street as depicted on the attached map, incorporated as Exhibit A to this Agreement. Water mains will be constructed in Fourth Street and Lincoln Street and in pipeline easements as necessary to provide water service to customers of the Water Company. The reconstructed water distribution system shall be integrated into and made part of the City's water distribution network, and City shall supply water to the residents currently served by Water Company who will become individual customers of the City.

2. **Ownership of Pipeline.** Upon completion of construction of the reconstructed water system, ownership of the water distribution system within Water Company's service territory shall transfer from Water Company to City. The new system shall be owned, operated and maintained by City as part of its reconstructed municipal water system. In all other ways, Water Company's service territory shall remain independent of City government and remain an unincorporated area of the County and subject to County of Tulare codes, zoning restrictions, and services.

3. **User Fees.** When Water Company's customers become City's customers, they shall pay the current rates for water services charged to other City customers, as set by the City Council.

4. **Other Fees.** The Water Company agrees to pay capacity and connection charges on behalf of its existing customers' construction fund obtained for the purposes of installing new water mains and making water system upgrades as described below. Future development in need of new water service may be subject to regular City fees at the time of connection. If construction funding does not materialize or does not cover such charges and other funding sources cannot be found, this agreement shall be deemed null and void.

5. **Water System Upgrades.** Water Company agrees that prior to the consolidation with the City's system, its water distribution system shall be fully functional, constructed in accordance with City standards and specifications and system improvements accepted by the City Council. Specific conditions to be completed prior to the consolidation are as follows:

A. The Water Company shall reconstruct the existing water distribution system to meet City Standards including, but not limited to, the installation of residential water services and meters of a size and type specified by the City, and pay all applicable water related fees. The reconstruction is subject to plan approval and inspection by City.

B. The two (2) existing wells owned by Water Company will be abandoned in accordance with local, state and federal requirements after the expiration of a mutually agreed-upon period of time to allow residents to connect to the reconstructed water distribution system.

C. The Water Company, within applicable funding rules and restrictions and in accordance with the scope of work authorized by the California Department of Public Health, consents to the use of a portion of its planning/design and construction grant(s) for the planning and development of an additional water source by and for the City of Porterville.

D. By this Agreement, maintenance of the reconstructed water system shall be performed by City commencing with the transfer of ownership as provided for in Item 2 of this Agreement.

6. **Project Funding.** It is mutually understood that the planning, design and construction of improvements described herein is contingent upon the receipt of anticipated funding from the State of California. Should project funding fail to materialize, or if it is insufficient to accomplish the necessary improvements, then neither party is obligated to the terms of this Agreement.

7. **Inspection.** City will inspect the reconstruction of the drinking water system as construction of the water system progresses on an inspection schedule established by the City. Fees for inspection required by the Consolidation process shall be paid by Water Company.

8. **Permits.** Water Company agrees to obtain all permits necessary for construction. City agrees to submit a Water Supply Permit Amendment Application to the California Department of Public Health, reflecting the change in service area.

9. **Dissolution.** Upon final execution of the consolidation described herein, the Water Company, Akin Water Company, shall cease operation and dissolve its organizational structure, and shall voluntarily surrender its existing water permit for Public Water System ID number 5401038.

10. **Liability.** Upon consolidation of the reconstructed water distribution system and acceptance of the new water source (well), City will assume responsibility for the delivery of safe, potable drinking water to the residents formerly served by Water Company.

11. **Indemnification.** Prior to consolidation/connection of the reconstructed water distribution system, Water Company assumes all responsibility for the control, distribution and disposal of water delivered under this agreement. Water Company shall, to the fullest extent permitted by law, hold

harmless, and indemnify City and its officers, officials, employees and volunteers from and against all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Water Company and its employees, agents and subconsultants, except where and to the extent caused by the negligence or willful misconduct of the City. Upon connection of the reconstructed water distribution system, City assumes all responsibility for the control, distribution and disposal of water delivered under this agreement. City shall, to the fullest extent permitted by law, hold harmless, and indemnify Water Company and its officers, officials, employees and volunteers from and against all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the City and its employees, agents and subconsultants, except where and to the extent caused by the negligence or willful misconduct of the Water Company. The provisions of this section survive completion of the services or the termination of this Agreement.

12. **Attorney's Fees.** Should any litigation be commenced between the parties concerning this Agreement, or the rights and duties of either party under this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees in such litigation, which shall be determined by the court in such litigation or in a separate action brought for that purpose.

13. **Term.** This agreement shall become effective upon its execution, and shall remain in effect until such time as all conditions described herein are met and the consolidation can be consummated or until June 30, 2017, whichever occurs first.

14. **Notices.** Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either party by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is directed or to a supervisory employee of that party, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to City at 291 N. Main Street, Porterville, CA 93257 (Attn: John Lollis, City Manager), or to Water Company at 642 E. Henderson

Avenue, Porterville, CA 93257 (Attn: James N. Akin, Owner). Either party may change its address for purposes of this Paragraph by giving written notice of this change to the other party in the manner prescribed by this Paragraph.

15. **Sole and Only Agreement.** This instrument constitutes the sole and only agreement of the parties, City and Water Company, relating to water system consolidation and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

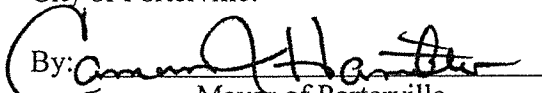
16. **Binding on Heirs and Successors.** This Contract shall inure to the benefit of and be binding on the heirs, executors, administrators, successors, and assigns of each party to this Agreement.

17. **Subject to Valid Laws.** This Agreement is subject at all times to any and all valid laws, ordinances, and governmental regulations whether federal, state, county, or city, and any modification made to this Agreement by any such law or ordinance or regulation or to the conduct of the parties under this Agreement shall not impose liability on either party for breach of their duties under this Agreement.

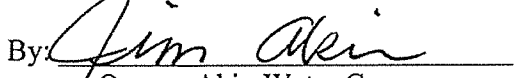
PASSED, APPROVED and ADOPTED this 6<sup>th</sup> day of May, 2014.

EXECUTED on May 6, 2014

City of Porterville:

By:   
Mayor of Porterville

WATER COMPANY:

By:   
Owner, Akin Water Company

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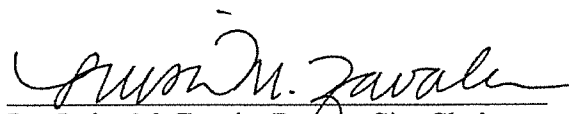
STATE OF CALIFORNIA )  
 CITY OF PORTERVILLE ) SS  
 COUNTY OF TULARE )

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 6<sup>th</sup> day of May, 2014.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	McCRACKEN	WARD	HAMILTON	SHELTON	GURROLA
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk

  
 By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
APPROVING AN AGREEMENT TO PROVIDE EXTRATERRITORIAL SERVICES TO THE  
AKIN WATER COMPANY AND INITIATING AN APPLICATION TO THE LOCAL  
AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS ON THE AGREEMENT

WHEREAS, On September 28, 2012, the Akin Water Company submitted an application for annexation in order to obtain water services from the City of Porterville's municipal water system pursuant to the Annexation Policy Manual and Municipal Services Policy for the Unincorporated Areas adopted by Resolution No.33-86; and

WHEREAS, On October 15, 2013, City Council directed staff to work with the California Department of Public Health (CDPH) who offer and agreed to install the infrastructure that will enable water services to the Akin current customers under an extraterritorial water service agreement; and

WHEREAS, On May 6, 2014, the City of Porterville agreed to serve the residents presently served by the Akin Water Company with potable water under the Water Service and System Maintenance agreement per City Council Resolution Number 26-2014; and

WHEREAS, the Akin Water Company is outside city limits, but within City of Porterville's sphere of influence; and

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 requires that the Local Agency Formation Commission review and approve extraterritorial service agreements; and

WHEREAS, the City of Porterville has the capacity to provide potable water to the properties currently served by the Akin Water Company as represented and incorporated herein as Exhibit "A" and "B"; and

WHEREAS, On September 19, 2014, the Environmental Coordinator made a determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15282(k) and 15301(a) of the California Code of Regulation.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Porterville does hereby make the following findings of fact:

1. That the affected territory (the Akin Water Company) is outside city limits, but within the City of Porterville's sphere of influence.

2. That the affected territory is ineligible for near-term annexation for reasons outside the control of the provider (City of Porterville). Findings are based on the limited number of survey ballots in favor of annexation and strong opposition from the residence of the affected territory for annexation expressed during a public information meeting held by the City of Porterville on May 29, 2013, at Vandalia Elementary School.
3. That the Akin Water Company has tested above the maximum contaminant level allowed for nitrates identified by the California Department of Public Health and is unable to provide safe drinking water to its customers.
4. That there is a demand and need for the extension of potable water to protect the public health, safety and welfare.
5. That on September 19, 2014, the Environmental Coordinator made a determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15282(k) and 15301(a) of the California Code of Regulation.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Porterville does hereby approve the Akin Water Company to connection into the City's municipal water system, subject to the following condition:

That the Akin Water Company comply with the terms and conditions set-fourth by agreement between the City of Porterville and Akin Water Company per City Resolution No. 26-2014, adopted by the Porterville City Council on May 6, 2014.

BE IT FURTHER RESOLVED that the City Council direct the City Clerk to certify and transmit this resolution to the Local Agency Formation Commission of Tulare County and that the City Council request to the Local Agency Formation Commission of Tulare County to take proceedings for the approval of this extraterritorial service agreement in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

PASSED, APPROVED AND ADOPTED this 7<sup>th</sup> day of October, 2014.

\_\_\_\_\_  
Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By \_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk



**LEGAL DESCRIPTION  
EXHIBIT 'A'  
AKIN WATER  
CITY OF PORTERVILLE  
MAPPING NO. ---**

All that certain real property, situate in the City of Porterville, County of Tulare, State of California, being a portion of the North half of the Southwest quarter of Section 1, Township 22 South, Range 27 East, Mount Diablo Baseline and Meridian, more particularly described as follows:

BEGINNING at the Southeast corner of Lot D, Block 11, as said Lot and Block are shown on that certain Map entitled Map of Plano, recorded in Book 5 of Maps, Page 40, Tulare County Records, thence the following courses and distances;

1. North 90°00'00" West, a distance of 202.50' to the Northeast corner of Lot 15, Block 12 of said Map;
2. Thence, South 00°00'00" East along the east line of said Lot 15, a distance of 181.50', to a point in the North line of the South 40 feet of the North half of the southwest quarter of said section 1;
3. Thence, North 90°00'00" West along said North line, a distance of 40.00' to a point in the westerly line of Lot 15;
4. Thence, North 00°00'00" East along the westerly line of Lot 15, a distance of 181.50' to the Northwest corner thereof;
5. Thence, North 90°00'00" West, a distance of 728.00' to the most southerly Southeast corner of the Land conveyed to the County of Tulare, as said Land is described as Parcel 2 in Document No. 42440, Volume 3795, Page 302, Tulare County Records, said corner also being a point on the easterly line of Fourth Street;
6. Thence, North 00°00'00" East along the easterly line of Fourth Street, a distance of 161.50' to a point on the southerly line of Lincoln Street, said point being distant 60 feet South, measured at right angles to the centerline of Lincoln Street;
7. Thence, North 90°00'00" East along said southerly line of Lincoln Street, a distance of 278.5';
8. Thence, North 88°24'05" East continuing along said southerly line a distance of 4.75';
9. Thence, North 86°09'30" East continuing along said southerly line a distance of 445.75';

10. Thence, North 90°00'00" East, continuing along said southerly line a distance of 242.50' to a point on the northerly prolongation of the east line of Lot D, Block 11, as said Lot and Block are shown on that certain Map entitled Map of Plano, recorded in Book 5 of Maps, Page 40, Tulare County Records;


11. Thence South 00°00'00" East, along the northerly prolongation of and the East line of said Lot D, a distance of 191.50', to the Southeast corner of said Lot D, said corner being the POINT OF BEGINNING.

Containing 4.1 Acres more or less.


The Basis of Bearings for this map is the center line of Lincoln Street, assumed as North 90°00'00" East.

This legal description is for annexation purposes only, and does not create or describe a legal parcel to be sold or transferred. The intent of this legal description is to describe the lands to be annexed as shown on Exhibit B.

See Exhibit 'B' attached hereto and made a part hereof.

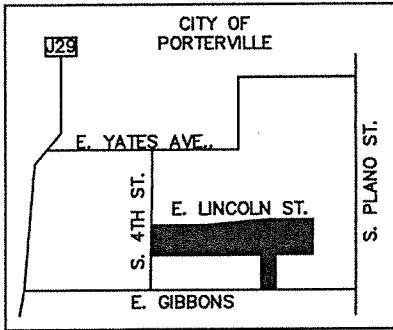
  
Tracy W. Park, PLS 8176

9/19/14  
Date

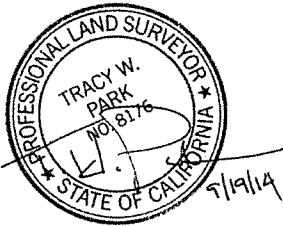


Prepared by:  
NV5. Inc.

A= RODRIGUEZ 270-140-082  
 B= DEES 270-140-081



VICINITY MAP  
 NOT TO SCALE

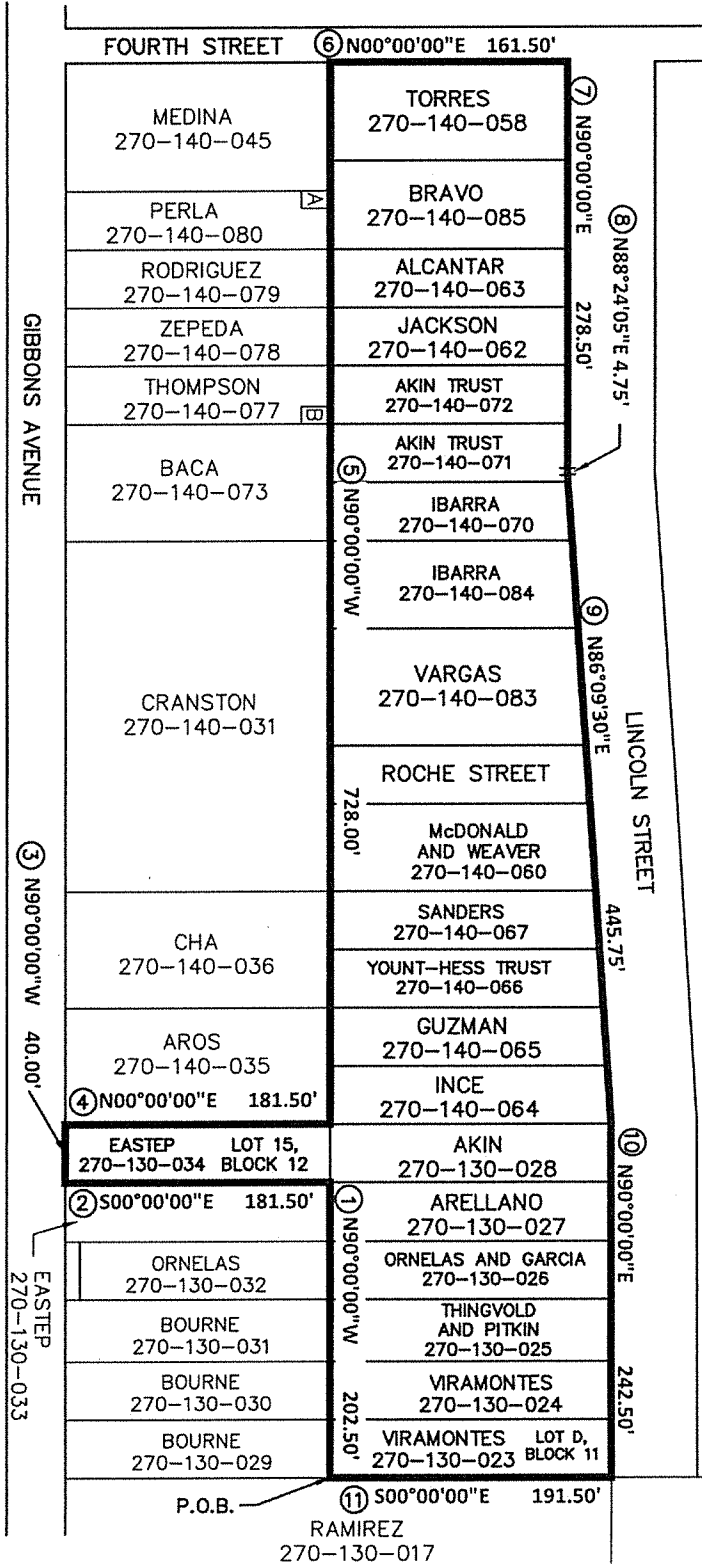
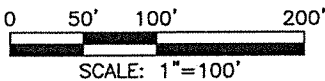


**LEGEND:**

- ① COURSE NUMBER
- BOUNDARY
- P.O.B. POINT OF BEGINNING

**NOTES:**

- 1) SEE SHEET 2 OF 2 FOR TITLE INFORMATION.
- 2) ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.



TITLE		
OWNER	DOC No.	APN
TORRES	2006-87267	270-140-058
BRAVO	1998-45190	270-140-085
ALCANTAR	2001-22879	270-140-063
JACKSON	40392	270-140-062
AKIN LIVING TRUST	2010-41309	270-140-072
AKIN LIVING TRUST	2010-41313	270-140-071
IBARRA	2006-74745	270-140-070
IBARRA	2008-57965	270-140-084
VARGAS	2008-29119	270-140-083
ROSEMARY MCDONALD AND PAULA WEAVER	2000-68937	270-140-060
SANDERS	2010-1850	270-140-067
YOUNT-HESS LIVING TRUST AGREEMENT	2007-11277	270-140-066
GUZMAN	2007-95273	270-140-065
INCE	2013-72892	270-140-064
MEDINA	1998-23657	270-140-045
PERLA	2007-20676	270-140-080
RODRIGUEZ	2007-77147	270-140-082
RODRIGUEZ	2007-77147	270-140-079
ZEPEDA	1983-29088	270-140-078
THOMPSON	2009-38702	270-140-077
DEES	2013-52313	270-140-081
BACA	2007-85496	270-140-073
CRANSTON	2010-65054	270-140-031
CHA	2010-59198	270-140-036
AROS	2001-55608	270-140-035
AKIN	2005-102378	270-130-028
ARELLANO	97-9947	270-130-027
RICARDO ORNELAS AND GUADALUPE GARCIA	95-37944	270-130-026
RANDY THINGVOLD AND PATRICIA PITKIN	27607	270-130-025
VIRAMONTES	2013-59670	270-130-024
VIRAMONTES	2013-59670	270-130-023
EASTEP	2007-37984	270-130-034
EASTEP	2008-7591	270-130-033
ORNELAS	1998-53302	270-130-032
BOURNE	1997-32807	270-130-031
BOURNE	1997-32807	270-130-030
BOURNE	1997-32807	270-130-029