

TO: Mayor and City Council Members
FROM: Rob Hunt, City Manager
SUBJECT: April 20, 2021 Agenda Items
DATE: April 16, 2021

TIME ESTIMATES - Time estimates are provided as part of the Council's effort to manage its time at Council meetings. Listed times are estimates only and are subject to change at any time, including while the meeting is in progress. The Council, by consensus, reserves the right to use more or less time on any item, to change the order of items and/or to continue items to another meeting. Particular items may be heard before or after the time estimated on the agenda. This may occur in order to best manage the time at a meeting or to adapt to the participation of the public.

6:00 p.m.

I. CALL TO ORDER BUDGET STUDY SESSION

II. CITIZEN COMMENTS - Comments from the public are limited to items listed on the agenda (GC 54954.3a). Speakers will be allowed three minutes. Please begin your comments by stating and spelling your name and providing your city of residence.

III. BUDGET STUDY SESSION [Time estimate: 6:00 p.m. to 7:00 p.m.]

a. Receive Departmental Budget Presentations and provide direction on the Fiscal Year 2021/22 Proposed Budget. [Submitted by: R. Hunt]

IV. ADJOURN BUDGET STUDY SESSION

7:00 p.m. (Or, immediately following Budget Study Session)

V. CALL TO ORDER REGULAR SESSION

VI. PLEDGE OF ALLEGIANCE AND INVOCATION

VII. CITIZEN COMMENTS

This is the time for citizens to comment on subject matters, not on the agenda within the jurisdiction of the Tulare City Council. The Council Members ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome. The Council cannot legally discuss or take official action on citizen request items that are introduced tonight.

This is also the time for citizens to comment on items listed under the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to general business/city manager items or public

hearing items will be heard at the time the item is discussed or at the time the Public Hearing is opened for comment.

*In fairness to all who wish to speak, each speaker will be allowed **three minutes**, with a maximum time of 15 minutes per item, unless otherwise extended by Council. Please begin your comments by stating and spelling your name and providing your city of residence.*

VIII. COMMUNICATIONS/CITY MANAGER ANNOUNCEMENT [Time estimate: 7:15 p.m. to 7:30 p.m.]

*Communications are to be submitted to the City Manager's Office 10 days prior to a Council Meeting to be considered for this section of the Agenda. No action will be taken on matters listed under communications; however, the Council may direct staff to schedule issues raised during communications for a future agenda. Citizen comments will be limited to **three minutes**, per topic, unless otherwise extended by Council.*

IX. CONSENT CALENDAR [Time estimate: 7:30 p.m. to 7:35 p.m.]

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

- (1) Authorization to read ordinances by title only.**
- (2) Approve minutes of April 6, 2021 special/regular meeting(s). [Submitted by: R. Yoder]** The minutes of April 6, 2021 special/regular meeting(s) are submitted for your approval. **Staff recommends Council approve as presented.**
- (3) Authorize the City Manager to complete and execute the documents necessary to accept the dedication of property located as a portion of (APN: 177-210-027) for the use of public right-of-way for Project EN0085 – Tract 65 & 372 Improvements project, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [Submitted by: N. Bartsch]** Capital Improvement Project EN0085 addresses pavement, utility infrastructure, and ADA sidewalk improvements on Kern Avenue between Aronian Street and Silva Street, Aronian Street between Tulare Avenue and Kern Avenue, Moraine Street between Sunset Avenue and Kern Avenue, Latimer Street between Tulare Avenue and Kern Avenue, Silva Street between Tulare Avenue and Kern Avenue, and Sunset Avenue between Aronian Street and Moraine Street. This area was a former County island that was annexed into the City in 2006. The project brings sewer to the area, and

replaces existing substandard water and storm drain infrastructure. It also makes improvements to an existing storm drain basin, bringing the area into compliance with the City's MS4 permit. This project is included in the approved 2019-2024 Capital Program budget.

Several locations did not have adequate right of way to facilitate the installation of ADA compliant curb ramps. At the time these parcels were originally developed, this area was in the County and did not account for the City's current street/sidewalk configuration. The property owners of these parcels have graciously worked with the City and have agreed to dedicate the needed right of way to allow for the installation of these improvements. **Staff recommends Council authorizes the City Manager to complete and execute the documents necessary to accept the dedication of property located as a portion of (APN: 177-210-027) for the use of public right-of-way for Project EN0085 – Tract 65 & 372 Improvements project, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.**

- (4) **Award and authorize the City Manager to sign a contract with Romanazzi General Engineering of Exeter, CA in an amount not to exceed \$105,296.05 related to City Project FM0037 – Public Restroom Mefford Field Airport; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of each contract amount. [Submitted by: M. Correa]** Capital Improvement Project FM0037 is a project that was approved in the City's CIP to construct a public restroom at the Tulare Mefford Field Airport. The work to be done consists of construction of concrete curb, concrete sidewalk and flatwork, accessibility ramp, installation of sanitary sewer system (including septic tank, leach field and distribution box) and water system improvements, removal and replacement of existing asphalt concrete pavement, earthwork and grading, misc. electrical work, prepare subgrade and sub-base for the installation of a prefabricated restroom.

Staff sent out a Request for Bids and received one response which was reviewed and met the criteria for this project. **Staff recommends Council awards and authorizes the City Manager to sign a contract with Romanazzi General Engineering of Exeter, CA in an amount not to exceed \$105,296.05 related to City Project FM0037 – Public Restroom Mefford Field Airport; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of each contract amount.**

- (5) **Conditionally approve the final map and subdivision improvement agreement for Phase 1 of the Oakcrest Subdivision for recordation, and accept all easements and dedications offered to the City, subject to receipt of the signed final map, all fees, and other required items prior to June 19,**

2021. [Submitted by: M. Miller] Planning Commission Resolution No. 4643 adopted on June 19, 2006 approved the tentative map for the Oakcrest Subdivision (previously known as the Shenandoah Park Subdivision) located half a mile west of West Street on Tulare Avenue. The overall subdivision comprises approximately 46 acres consisting of 206 lots, and is being developed in three phases.

Phase 1 of the Oakcrest Subdivision consists of 115 single-family residential lots. The subdivider is actively working to complete the final map. To expedite the final map approval process, the subdivider is requesting Council's conditional approval and acceptance subject to receipt of the signed map, all fees, and other required items within 60 days. Such requests have routinely been accommodated.

A copy of the Planning Commission Resolution No. 4643, the final map, and the draft subdivision agreement are attached. **Staff recommends Council conditionally approve the final map and subdivision improvement agreement for Phase 1 of the Oakcrest Subdivision for recordation, and accept all easements and dedications offered to the City, subject to receipt of the signed final map, all fees, and other required items prior to June 19, 2021.**

- (6) **Authorize the City Manager to complete and execute the documents necessary to purchase property located at the northwest corner of West Street and Pleasant Avenue as a portion of APN 168-010-024 in the amount of \$16,200.00 for the use of public right-of-way for Project EN0084 – Pleasant Avenue Improvements Project, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [Submitted by: J. Funk]** The Pleasant Avenue Improvement Project addresses pavement and utility infrastructure improvements along Pleasant Avenue between Enterprise Street and 'H' Street. At its June 4, 2019 meeting, Council provided direction to include provisions for a future traffic signal at the intersection of Pleasant Avenue and West Street. Accordingly, the project makes necessary curb, gutter, ramp, and sidewalk improvements to facilitate a future traffic signal. With construction of the project, signal poles and luminaires will be installed along with underground conduits in preparation for full traffic signal improvements either as part of the project or in the future. Full traffic signal build-out is included as an alternative bid item with the current project.

To construct the project the City needs to acquire additional property to place the proposed curb and gutter improvements and signal poles with luminaires in their ultimate locations. Additionally, the offset in the centerline alignment of Pleasant Avenue is being reduced both east and west of West Street to provide for a smoother flow of vehicular traffic through the intersection once it is fully

signalized. To remove the offset, the centerlines and curb lines are being curved southerly to the west of the intersection, and northerly to the east of the intersection. The change in alignment requires the City to acquire additional property.

In addition, West Street north of the intersection is being widened to its ultimate width for a short length. The paved roadway will transition back to the narrower West Street section immediately north of the first driveway on the west side of West Street. Furthermore, to allow the underground utility district to locate facilities at their ultimate location, the City is acquiring the full width along the entire frontage for the parcel at the northwest corner. The acquisition of the ultimate right of way will allow the City to widen West Street as conditions dictate in the future.

The subject property is located on the northwest corner of Pleasant Avenue and West Street. Mr. and Mrs. William Lawrence, the property owners, have worked cordially with City staff through the acquisition process, and have agreed to sell the additional property for \$16,200.00 according to the terms contained in the City's Real Property Purchase and Sale Agreement. The area being purchased by the City is 1,519 square feet, and a temporary construction easement of 291 square feet is being acquired to accommodate construction. The property is improved with a house, driveways, landscaping, and irrigation. The driveways accessing Pleasant Avenue and West Street will be impacted by the Project's improvements and as part of the construction project will be modified at the City's expense to accommodate the signal equipment and intersection improvements. The West Street frontage and corner landscaping, irrigation and hardscape will be impacted by the Project's improvements and are scheduled to be removed. As part of the agreement, the value of the landscaping, irrigation and hardscape being removed is included with the compensation. **Staff recommends Council authorizes the City Manager to complete and execute the documents necessary to purchase property located at the northwest corner of West Street and Pleasant Avenue as a portion of APN 168-010-024 in the amount of \$16,200.00 for the use of public right-of-way for Project EN0084 – Pleasant Avenue Improvements Project, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.**

- X. SCHEDULED CITIZEN OR GROUP PRESENTATIONS [Time estimate: 7:35 p.m. to 7:55 p.m.]**
- (1) Spotlight on Excellence – Employee Recognition. [Submitted by: R. Hunt]**
 - (2) Presentation to Women Honorees in recognition of International Women's Day & Women's History Month 2021. [Cont. from 3/16 for Councilmember Sayre's nominee.]**

XI. MAYOR/COUNCIL REPORTS OR ITEMS OF INTEREST – G.C. 54954.2(3) [Time estimate: 7:55 p.m. to 8:10 p.m.]

XII. GENERAL BUSINESS

Comments related to General Business Items are limited to three minutes per speaker, for a maximum of 30 minutes per item, unless otherwise extended by the Council.

(1) City Attorney: [Time estimate: 8:10 p.m. to 8:30 p.m.]

a. Review and direction regarding Cannabis fee structure on the contribution of gross receipts. [Submitted by: M. Zamora]

(2) City Manager: [Time estimate: 8:30 p.m. to 8:40 p.m.]

a. Update, discussion and receive direction, if necessary, regarding COVID-19, etc. [Submitted by: R. Hunt]

XIII. STAFF UPDATES AND FUTURE AGENDA ITEMS – GC 54954.2(3) [Time estimate: 8:40 p.m. to 8:50 p.m.]

XIV. ADJOURN TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION(S):

(a) 54957.6 Conference with Labor Negotiators
Represented/Unrepresented Employee(s): Fire, All Groups
Negotiators: Rob Hunt, Janice Avila, Mario Zamora [Submitted by: J. Avila; M. Zamora]

(b) 54956.8 Conference with Real Property Negotiators
Property: Improvements related to APN 191-250-022
Agency Negotiators: City Manager Rob Hunt, City Attorney Mario Zamora, City Engineer Michael Miller
Negotiating Parties: Sunmet Juice Co., LLC./Ron & Pam Overacker (R/P Investments, Inc.)
Under Negotiation: Terms of 2007 Agreement with Ron & Pam Overacker (R/P Investments, Inc.)

(c) 54957 Public Employment
Title: City Manager

XV. RECONVENE CLOSED SESSION

XVI. CLOSED SESSION REPORT (if any)

XVII. ADJOURN REGULAR MEETING

**ACTION MINUTES OF TULARE
CITY COUNCIL, CITY OF TULARE**

April 6, 2021

A joint budget session of the City Council and Board of Public Utilities, City of Tulare was held on Tuesday, April 6, 2021, at 5:30 p.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street.

COUNCIL PRESENT: Dennis A. Mederos, Terry A. Sayre^(5:39 p.m.), Jose Sigala, Stephen C. Harrell, Patrick Isherwood

BPU PRESENT: Howard Stroman, Ray Fonseca, Tom Griesbach, Renee Soto

BPU ABSENT: Tony Sozinho

STAFF PRESENT: Rob Hunt, Mario Zamora, Josh McDonnell, Michael Miller, Darlene Thompson, Trisha Whitfield, Wes Hensley, Luis Nevarez, Janice Avila, Nick Bartsch, Jose Rivas, Jason Bowling, Roxanne Yoder

5:30 p.m.

I. CALL TO ORDER JOINT BUDGET SESSION

Mayor Mederos called the joint budget session to order at 5:32 p.m.

Due to technical difficulties, Mayor Mederos temporarily recessed the meeting at 5:36 p.m. to address these issues. Mayor Mederos reconvened the meeting at 5:46 p.m.

- II. CITIZEN COMMENTS** - Comments from the public are limited to items listed on the agenda (GC 54954.3a). Speakers will be allowed three minutes. Please begin your comments by stating and spelling your name and providing your city of residence.

There were no public comments.

III. JOINT BUDGET SESSION

- a. Receive a presentation and provide direction to staff regarding Council and Board of Public Utilities priorities for coordination of resources for the 2021 Capital Improvement Plan. [Submitted by: R. Hunt]** City Manager Rob Hunt provided an introduction of the item for the joint bodies review and consideration. Senior Project Manager Nick Bartsch provided an overview of the City's Transportation/Utility Infrastructure 2021/2026 CIP program. Following the presentation and discussion, it was moved by Council Member Sigala, seconded by Vice Mayor Sayre and clarified by Council Member Isherwood to move EN2021-03 to follow EN2021-01-B, pending staff's evaluation of workflow of budgeted projects.

IT Manager Jason Bowling provided an overview of the City's Information Technology CIP projects. The consensus of Council and the Board was to move forward as presented.

Public Works Director Trisha Whitfield provided an overview of the City's Public Works CIP program. The consensus of Council and the Board was to move forward as presented.

Finance Director Darlene Thompson provided an overview of the City's Vehicle and Equipment Replacement CIP program. The consensus of Council and the Board was to move forward as presented.

City Manager Rob Hunt advised that the Budget Committee will review the proposed projects and make recommendations for the Council's and Board's consideration at a future meeting.

IV. ADJOURN JOINT BUDGET SESSION

Mayor Mederos adjourned the joint budget session at 7:50 p.m.

A regular session of the City Council, City of Tulare was held on Tuesday, April 6, 2021, at 7:00 p.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street.

COUNCIL PRESENT: Dennis A. Mederos, Terry A. Sayre, Jose Sigala, Stephen C. Harrel, Patrick Isherwood

STAFF PRESENT: Rob Hunt, Mario Zamora, Josh McDonnell, Michael Miller, Darlene Thompson, Trisha Whitfield, Wes Hensley, Luis Nevarez, Traci Myers, Janice Avila, Jose Rivas, Jason Bowling, Roxanne Yoder

V. CALL TO ORDER REGULAR SESSION

Mayor Mederos called the regular session to order at 8:01 p.m.

VI. PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Mederos led the Pledge of Allegiance and Vice Mayor Sayre led the invocation.

VII. CITIZEN COMMENTS

Mayor Mederos requested those who wish to speak on matters not on the agenda within the jurisdiction of the Council, or to address or request a matter be pulled from the consent calendar to do so at this time. He further stated comments related to general business matters would be heard at the time that matter is addressed on the agenda.

Donnette Silva-Carter, Tulare Chamber CEO, updated the Council on local efforts related to the impacts of Covid-19 on the business community.

Heidi Clark, Library Manager, addressed the Council on Library Week.

Rene Cruz addressed the Council with concerns over the homeless and drivers running the stop signs at the intersection of Prosperity and West.

Vicki Gilson addressed the Council with concerns over the homeless and local cemetery.

Karim Shahaby addressed the Council with concerns over discrimination against him.

Linda Maloy addressed the Council with concerns over the misinformation over the local cemetery.

Alberto Aguilar addressed the Council with concerns over the local cemetery.

Xavier Avila addressed the Council regarding the issues surrounding the local cemetery.

VIII. COMMUNICATIONS

City Manager Rob Hunt provided information regarding a communication from Sunmet received after the publication of the agenda requesting an item for the next Council meeting to discuss the renegotiation of contract affecting property they are purchasing. Mayor Mederos indicated this would be considered under Staff Items/Future Agenda Items.

IX. CONSENT CALENDAR

It was moved by Council Member Sigala, seconded by Council Member Harrell, and unanimously carried that the items on the Consent Calendar be approved as presented.

- (1) Authorization to read ordinances by title only.**
- (2) Approve minutes of February 24, 2021 and March 16, 2021 special/regular meeting(s) [Submitted by: R. Yoder]**
- (3) Approve and authorize the City Manager to sign contract amendment in the amount of \$39,898.75 with Kleinfelder for additional geotechnical and materials testing services related to City Project EN0086 – Tulare Avenue Improvements. [Submitted by: N. Bartsch]**
- (4) Receive the monthly investment report for February 2021. [Submitted by: D. Thompson]**
- (5) Award Bid 21-731 to Will Tiesiera Ford in the amount of \$378,204.80 for the purchase of ten (10) 2021 Ford Police Interceptor Utility Vehicles. [Submitted by: M. Correa]**

- (6) **Reject the second amended liability claim for damages filed on March 23, 2021, by Attorney Ronald D. Rosengarten on behalf of claimant Henri Alexander Camin, III. [Submitted by: J. Avila]**

X. SCHEDULED CITIZEN OR GROUP PRESENTATIONS

- (1) **Presentation to Women Honorees in recognition of International Women's Day & Women's History Month 2021. [Cont. from 3/16 for Councilmember Sayre's nominee.]** This item is continued to the April 20, 2021 meeting at the request of Vice Mayor Sayre.

XI. MAYOR/COUNCIL REPORTS OR ITEMS OF INTEREST - G.C. 54954.2(3)

XII. GENERAL BUSINESS

Comments related to General Business Items are limited to three minutes per speaker, for a maximum of 30 minutes per item, unless otherwise extended by the Council.

(1) Public Works:

- a. **Review, discuss and provide direction on the painting of the old water tower. [Submitted by: T. Whitfield]** Janet Lebaron addressed the Council urging that the iconic water tower mural not be painted over and offered assistance to staff on efforts to revitalize the painting. Donnette Silva-Carter, Chamber CEO addressed the Council urging that the mural not be painted over. Public Works Director Trisha Whitfield and Assistance Public Works Director Tim Doyle provided information for the Council's review and consideration on the status of the water tower repairs. It was the consensus of the Council to maintain the mural and directed staff to return with proposed estimates for the repairs.

(2) City Manager:

- a. **Update, discussion and receive direction, if necessary, regarding COVID-19, etc. [Submitted by: R. Hunt]** City Manager Rob Hunt provided a brief update for the Council's review and consideration. The Council directed staff to return with cost estimates on the continued videoing of Council meetings.

XIII. STAFF UPDATES AND FUTURE AGENDA ITEMS – GC 54954.2(3)

Council Member Harrell requested and it was the consensus of the Council to add an item on the April 20 meeting pertaining to the renegotiation of a contract as stated in the communication received from Sunmet.

Council Member Sigala requested and it was the consensus of the Council (Council Member Isherwood opposed) to direct the Parks and Recreation Commission to take up the issue of establishing a dog park in the City.

Council Member Sigala requested Council consider at the next meeting a Letter of Support regarding the National Infrastructure Bill. City Manager Rob Hunt advised such support is in line with our Legislative Guiding Principles Policy and staff will coordinate through Townsend Public Affairs.

Council Member Sigala requested and it was the consensus of the Council to add an item on the April 20 meeting pertaining to the cannabis fee structure.

Council Member Sigala requested Council consider at the next meeting a review of the items he presented to the Strategic Action Ad Hoc Committee on Homelessness. City Manager Rob Hunt advised that a review of all Boards, Committees and Commissions is tentatively scheduled for the May 4 meeting and that request can be incorporated in those discussions.

XIV. ADJOURN TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION(S):

Mayor Mederos adjourned to closed session at 9:41 p.m. for the item as noted by the City Attorney.

- (a) 54957.6 Conference with Labor Negotiators
 Represented/Unrepresented Employee(s): Fire, All Groups
 Negotiators: Rob Hunt, Janice Avila, Mario Zamora [Submitted by: J. Avila; M. Zamora]

XV. RECONVENE CLOSED SESSION

Mayor Mederos reconvened from closed session at 10:00 p.m.

XVI. CLOSED SESSION REPORT (if any)

Mayor Mederos advised there was no reportable action.

XVII. ADJOURN REGULAR MEETING

Mayor Mederos adjourned the regular meeting at 10:00 p.m.

President of the Council and Ex-Officio
 Mayor of the City of Tulare

ATTEST:

Chief Deputy City Clerk and Clerk of the
 Council of the City of Tulare

AGENDA ITEM: Consent 3

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering / Project Management

For Council Meeting of: April 20, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the City Manager to complete and execute the documents necessary to accept the dedication of property located as a portion of (APN: 177-210-027) for the use of public right-of-way for Project EN0085 – Tract 65 & 372 Improvements project, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Capital Improvement Project EN0085 addresses pavement, utility infrastructure, and ADA sidewalk improvements on Kern Avenue between Aronian Street and Silva Street, Aronian Street between Tulare Avenue and Kern Avenue, Moraine Street between Sunset Avenue and Kern Avenue, Latimer Street between Tulare Avenue and Kern Avenue, Silva Street between Tulare Avenue and Kern Avenue, and Sunset Avenue between Aronian Street and Moraine Street. This area was a former County island that was annexed into the City in 2006. The project brings sewer to the area, and replaces existing substandard water and storm drain infrastructure. It also makes improvements to an existing storm drain basin, bringing the area into compliance with the City’s MS4 permit. This project is included in the approved 2019-2024 Capital Program budget.

Several locations did not have adequate right of way to facilitate the installation of ADA compliant curb ramps. At the time these parcels were originally developed, this area was in the County and did not account for the City’s current street/sidewalk configuration. The property owners of these parcels have graciously worked with the City and have agreed to dedicate the needed right of way to allow for the installation of these improvements.

STAFF RECOMMENDATION:

Authorize the City Manager to complete and execute the documents necessary to accept the dedication of property located as a portion of (APN: 177-210-027) for the use of public right-of-way for Project EN0085 – Tract 65 & 372 Improvements project, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

FUNDING SOURCE/ACCOUNT NUMBER:

N/A

Submitted by: Nick Bartsch

Title: Senior Project Manager

Date: April 7, 2021

City Manager Approval: PH

Tract 65 & Tract 372 Improvements Project
APN: 177-210-027 (portion of)

Recorded at the Request of and:
When Recorded Return To:

City of Tulare
Attn: Michael Miller
411 E. Kern Avenue
Tulare, CA 93724

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ None
R&T Code 11922, Conveyance to
Government Agency

Exempt from recording fees pursuant
to Gov't Code § 6103

GRANT DEED

For value received

Barbara L. Jones

GRANT(s) to the Charter CITY OF TULARE,
a California municipal corporation of the State of California

All that real property situate in the unincorporated area of the City of Tulare, State of California,
described as follows:

Legal Description per Exhibit A and Exhibit Plat per Exhibit A
attached hereto and made a part hereof by this reference for Right-of-Way purposes

Dated this 2nd day of April, 2020,

GRANTOR

Barbara L. Jones
By: Barbara L. Jones

ACKNOWLEDGMENTS

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

STATE OF CALIFORNIA)
COUNTY OF tulare)

On April 2, 2020 before me, Roxanne Yoder, Notary Public, personally appeared Barbar L. Jones, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:  (seal)



EXHIBIT 'A'

SHEET 1 OF 2

That portion Lot 9 of Tract No. 65 according to the map thereof recorded in Volume 19 of Maps at page 92, Tulare County Records lying in the Northeast Quarter of Section 12, Township 20 South, Range 24 East, Mount Diablo Base and Meridian according to the official plat thereof, described as follows:

Commencing at the Northwest Corner of said Lot 9; thence South 0°29'25" West along the West Line of said Lot 9, a distance of 15.00 feet to the Southwest Corner of the 15.00 foot wide strip described in the Highway Easement Deed to the State of California recorded July 23, 1952 in Volume 1611 at page 178, Official Records Tulare County and being the TRUE POINT OF BEGINNING; thence continuing South 0°29'25" West along the West Line of said Lot 9, a distance of 18.93 feet to a point on a non-tangent curve concave to the southeast having a radius of 32.00 feet to which a radial line bears North 70°23'58" West; thence northeasterly along said 32.00 foot radius curve through a central angle of 49°12'12" and an arc length of 27.47 feet to a point lying on the South Line of the aforementioned 15.00 foot wide strip; thence South 89°29'49" West parallel with and 15.00 feet south of the North Line of said Lot 9, a distance of 18.41 feet to the Point of Beginning.

Containing 122 square feet, more or less



March 24, 2020
Katrina M. Olsen, LS 7058
McPheeters & Associates
1486 Tollhouse Rd, Suite 107
Clovis, CA 93611
(559) 299-9098
www.mcpheeters.com

Job No. 119137

EXHIBIT PLAT PER EXHIBIT 'A'

POINT OF COMMENCEMENT
NORTHWEST CORNER LOT 9
TRACT NO. 65
BOOK 19 MAPS PAGE 92
TULARE COUNTY RECORDS

SHEET 2 OF 2

NORTH LINE OF
LOT 9, TRACT NO. 65

②
S89°29'49"W

SYCAMORE AVENUE

P.O.B.
S0°29'25"W
15.00'

③

S89°29'49"W
18.41'

LATIMER STREET

①

S0°29'25"W
18.93'

WEST LINE OF
LOT 9, TRACT NO. 65

RADIAL
R=32.00' L=27.47'

RADIAL
N21°11'46"W

LOT 9
TRACT NO. 65
VOL. 19 MAPS PG 92, T.C.R.

RADIAL
N70°23'58"W

APN 177-210-027



SCALE 1" = 10'



LEGEND

- ① 50' WIDE OFFERED FOR DEDICATION PER TRACT NO. 65 IN VOL 19 MAPS PG 92, T.C.R.
- ② 20' WIDE OFFERED FOR DEDICATION PER TRACT NO. 65 IN VOL 19 MAPS PG 92, T.C.R.
- ③ 15' WIDE HIGHWAY EASEMENT DEED TO STATE OF CALIFORNIA RECORDED 7-23-1952 BOOK 1611, PAGE 178, O.R.T.C. AND RELIQUISHED TO COUNTY OF TULARE RECORDED 4-14-1955 BOOK 1827, PAGE 593, O.R.T.C.



INDICATES AREA TO BE DEEDED IN FEE
CONTAINING 122 SQUARE FEET MORE
OR LESS.



3-23-2020

PREPARED BY:
McPHEETERS & ASSOCIATES
1486 TOLLHOUSE ROAD, #107
CLOVIS, CA 93611
(559) 299-9098

03-23-2020
119137 RW2.DWG



Office of the City Clerk

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, that the interest in real property conveyed by the **Grant Deed** dated April 2, 2020 , from **Barbara L. Jones**, was duly accepted by the City Council of the City of Tulare on **April 20, 2021**, and by the same order of the City Council of the City of Tulare, the City Manager was authorized to execute this Certificate of Acceptance to be recorded with the **Grant Deed**.

CITY OF TULARE

By: _____
Rob A. Hunt, City Manager

ATTEST:

Chief Deputy City Clerk

AGENDA ITEM: Consent 4

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: General Services Department

For Council Meeting of: April 20, 2021

Documents Attached: **Ordinance** **Resolution** **Staff Report** **Other** **None**

AGENDA ITEM:

Award and authorize the City Manager to sign a contract with Romanazzi General Engineering of Exeter, CA in an amount not to exceed \$105,296.05 related to City Project FM0037 – Public Restroom Mefford Field Airport; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of each contract amount.

IS PUBLIC HEARING REQUIRED: **Yes** **No**

BACKGROUND/EXPLANATION:

Capital Improvement Project FM0037 is a project that was approved in the City’s CIP to construct a public restroom at the Tulare Mefford Field Airport. The work to be done consists of construction of concrete curb, concrete sidewalk and flatwork, accessibility ramp, installation of sanitary sewer system (including septic tank, leach field and distribution box) and water system improvements, removal and replacement of existing asphalt concrete pavement, earthwork and grading, misc. electrical work, prepare subgrade and sub-base for the installation of a prefabricated restroom.

Staff sent out a Request for Bids and received one response which was reviewed and met the criteria for this project.

STAFF RECOMMENDATION:

Award and authorize the City Manager to sign a contract with Romanazzi General Engineering of Exeter, CA in an amount not to exceed \$105,296.05 related to City Project FM0037 – Public Restroom Mefford Field Airport; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of each contract amount.

CITY ATTORNEY REVIEW/COMMENTS: **Yes** **N/A**

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: **Yes** **No** **N/A**

FUNDING SOURCE/ACCOUNT NUMBER:

*FM-0037 - 601 Other General Fund CIP
FM-0037 - 605 Aviation CIP Fund*

Submitted by: Manuel Correa

Title: General Services Manager

Date: April 12, 2021

City Manager Approval: 

AGENDA ITEM: Consent 5

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering Services - Engineering

For Council Meeting of: April 20, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Conditionally approve the final map and subdivision improvement agreement for Phase 1 of the Oakcrest Subdivision for recordation, and accept all easements and dedications offered to the City, subject to receipt of the signed final map, all fees, and other required items prior to June 19, 2021.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Planning Commission Resolution No. 4643 adopted on June 19, 2006 approved the tentative map for the Oakcrest Subdivision (previously known as the Shenandoah Park Subdivision) located half a mile west of West Street on Tulare Avenue. The overall subdivision comprises approximately 46 acres consisting of 206 lots, and is being developed in three phases.

Phase 1 of the Oakcrest Subdivision consists of 115 single-family residential lots. The subdivider is actively working to complete the final map. To expedite the final map approval process, the subdivider is requesting Council’s conditional approval and acceptance subject to receipt of the signed map, all fees, and other required items within 60 days. Such requests have routinely been accommodated.

A copy of the Planning Commission Resolution No. 4643, the final map, and the draft subdivision agreement are attached.

STAFF RECOMMENDATION:

Conditionally approve the final map and subdivision improvement agreement for Phase 1 of the Oakcrest Subdivision for recordation, and accept all easements and dedications offered to the City, subject to receipt of the signed final map, all fees, and other required items prior to June 19, 2021

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

The final map will be reviewed for compliance with applicable legal requirements prior to recordation.

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

(If yes, please submit required budget appropriation request)

FUNDING SOURCE/ACCOUNT NUMBER:

N/A

Submitted by: Michael Miller

Title: City Engineer

Date: April 20, 2021

City Manager Approval: RH

RECORDING REQUESTED BY:

City of Tulare

WHEN RECORDED MAIL TO:

City Clerk
City of Tulare
411 E. Kern Avenue
Tulare, CA 93274-4257

PURSUANT TO GOVERNMENT CODE SECTION 6103,
NO RECORDING FEE REQUIRED

In the matter of the Approval of)
The Subdivision Map of) AGREEMENT AND UNDERTAKING FOR
OAKCREST PHASE I,) INSTALLATION AND CONSTRUCTION
In the City of Tulare, County of) OF SUBDIVISION IMPROVEMENTS
Tulare, State of California)

**SUBDIVISION AGREEMENT
FINAL MAP OF OAKCREST PHASE 1**

THIS AGREEMENT is made this _____ day of _____ 2021, by and between the **City of Tulare**, a Municipal Corporation and Charter City, hereinafter referred to as "City," and **D.R. Horton CA3, Inc.**, A Delaware Corporation located at 419 West Murray Avenue, Visalia, CA 93291 hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Certification hereafter.

RECITALS

- A. Subdivider has filed with City a Final Map proposing the subdivision of land owned by Subdivider and located within the City of Tulare (hereinafter "Subject Property") as follows:

PARCEL1:

THE WEST HALF OF LOT 18 OF RUSSELL COLONY, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF TULARE COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID LOT 18, AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID WEST HALF, 228 FEET TO THE SOUTH BANK OF THE CANAL RUNNING THROUGH SAID LOT 18, THENCE SOUTHWESTERLY ALONG THE SOUTH BANK OF SAID CANAL, 276 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 18, AND THENCE EAST, ALONG SAID SOUTH LINE, 151 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE WEST HALF OF SAID LOT 18, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, 331.94 FEET WEST, (ASSUMED BEARING) OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 0°30' EAST, 161.36 FEET; THENCE WEST, PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 103 FEET, THENCE SOUTH 0°30' WEST 161.36 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE EAST. ALONG THE SOUTH LINE, 103 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE SOUTH 10 FEET THEREOF.

PARCEL 2:

LOT 17 OF RUSSELL COLONY, AS PER MAP RECORDED IN BOOK 4 PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTH 10 FEET THEREOF, AS GRANTED TO THE COUNTY OF TULARE.

- B. City requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of certain streets, highways, public ways, and easements, as identified on the Final Map. City deems said dedication(s) necessary for the public use. Additionally, City requires that Subdivider make improvements to said dedicated property, as more specifically described below.
- C. Subdivider desires and agrees to complete the improvements required by Resolution **5355** A RESOLUTION OF THE CITY OF TULARE PLANNING COMMISSION APPROVING TENTATIVE SUBDIVISION MAP OAKCREST PHASE I & OAKCREST PHASE 2 based on Resolution **4643** A RESOLUTION OF THE CITY OF TULARE PLANNING COMMISSION APPROVING TENTATIVE SUBDIVISION SHENANDOAH PARK and Resolution **4724** A RESOLUTION OF THE CITY OF TULARE PLANNING COMMISSION APPROVING TENTATIVE SUBDIVISION OAKCREST NO. 2.
- D. Subdivider hereby warrants that any and all parties having record title interest in the Final Map have subordinated their interest and all records of subordination, if any, are attached hereto and made a part of this Agreement.

AGREEMENT

In consideration of the acceptance of the offers of dedication as shown and delineated on the Final Map, and in consideration of finding of substantial compliance with said [Vesting] Tentative Map, Subdivider and City hereby mutually agree as follows:

- 1) Time for Performance. The improvements required by the Conditions of Approval shall be completed within one **year following** the effective date of this Agreement. Subdivider shall automatically receive one extension of twelve (12) months if the Subdivider complies with the following:
 - a) At least thirty (30) calendar days before the original one-year deadline for completion of improvements, the City Engineer receives a written extension request from the Subdivider.
 - b) If required by the City Engineer, provide additional performance and payment security to address construction cost increases due to inflation. Construction cost increase will be based upon Construction Price Index figures published by Engineering News-Record. The additional security shall be supplied to the City Engineer within twenty (20) calendar days from the date the City Engineer notifies Subdivider of the additional security amounts.

- 2) Failure to Perform. If all required improvements are not made to the satisfaction of the City Engineer within twelve (12) months of the date of this Agreement, or within twenty-four (24) months if an extension was granted, the City of Tulare may exercise its right to proceed against the bonds.
- 3) Incorporation of Improvements. The work depicted or required on the improvement plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, landscape and irrigation, grading, traffic signal plans, etc., as well as those required by Conditions of Approval (hereinafter "Improvements"), are incorporated by reference and made a part of this Agreement.
- 4) Compliance with Standards and Regulations. All Improvements shall be completed in accordance with the City of Tulare Design Guidelines and Public Improvement Standards (City Council Resolution No. 16-58) and any amendments thereto, and shall comply with all applicable federal, state, and local laws.
- 5) Costs. All Improvements shall be completed at the sole cost and expense of Subdivider. The construction cost estimates, and corresponding security requirements for these Improvements, are set forth in **Exhibit "A"**.
- 6) Requirements for Building Permit Issuance.
 - a) No building permit shall be issued for any lot of the Subject Property until the following minimum required improvements have been fully constructed and have passed inspection to the satisfaction of the City Engineer, except as allowed by the City's Model Home Policies:
 - i) Curb and gutter,
 - ii) Street base rock placed in accordance with the approved improvement plans to provide accessibility for inspectors and emergency responders,
 - iii) Fully functional water mains, fire hydrants, and service connections,
 - iv) Fully functional sanitary sewer mains and laterals,
 - v) Fully functional storm drainage lines and facilities,
 - vi) All lots graded in accordance with the approved drainage plan, with a letter subject to City Engineer's approval provided by the Subdivider's licensed engineer or surveyor verifying same, and
 - vii) All lot corners marked.
 - b) Subject to completion of the minimum required subdivision improvements listed in subsection (a) above, building permits may be issued on up to 50% of the lots of the Subject Property, provided that issuance of said building permits is in accordance with the Planning and Building Department's policies and procedures in effect at the time the permit is requested.
 - c) Building permits may be issued on up to 75% of the lots in the subdivision in accordance with the Planning and Building Department's policies and procedures in effect at the time the permit is requested, provided that:
 - i) The minimum required subdivision improvements listed in subsection (a) above have been completed,
 - ii) An overall subdivision improvement completion percentage of 90% as determined by the City Engineer has been met, and

- iii) All public safety items have been completed, including, but not limited to: signage, pavement markings, street lighting, and pond fencing.
 - d) The final 25% of the building permits for the lots of the Subject Property shall not be issued until a Notice of Completion has been filed for the required public improvements required by this Agreement.
 - e) If a Notice of Completion has not been filed for the required Improvements within the time limits outlined in this Agreement, no additional building permits shall be issued until said Notice has been filed, regardless of the number of building permits previously issued.
 - f) Building permits shall not be issued in any subsequent phase of a multi-phased subdivision until a Notice of Completion has been filed for the previous phase.
 - g) Except as allowed by the City's Model Home Policies, no occupancy shall be allowed for any building permit issued on any lot of the Subject Property until all requirements listed in subsection (c) above have been satisfied.
- 7) Estimate Reimbursements for Certain Improvements. In connection with the amounts set forth in **Exhibit "A"**, City has made its best faith efforts at predicting the amounts to be credited as reimbursements for Improvements that will benefit other properties. Subdivider agrees these figures represent City's best estimates only and they are subject to fluctuation following calculation of actual construction costs after improvement completion and acceptance. Payment of fees and fee credits shall be made at the rates and amounts established by the Tulare Municipal Code and Master Fee Schedule. The estimated reimbursement amounts, fees, and charges are more particularly itemized and made a part of this Agreement in the attached **Exhibit "B"**.
- 8) Fee Credit Adjustments. Subdivider may receive designated fee credits from City as an offset toward any development impact fee(s). Subdivider acknowledges and agrees any such fee credits are provided contingent upon City accepting required infrastructure improvements completed by Subdivider. Until then, Subdivider shall have no right to any portion of any fee credit. Upon adjustment, Subdivider shall pay all outstanding development impact fees prior to approval of the final map or as otherwise mutually agreed in writing. If the final map has already been approved all such fees shall be promptly paid by Subdivider, unless otherwise mutually agreed upon in writing. City may enforce recovery of such fees in any manner available at law or in equity.
- 9) Security. Prior to the approval by the Tulare City Council of the Final Map, Subdivider shall furnish to City the following improvement securities in the amounts set forth in **Exhibit "A"**. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City.
 - a) Performance Security. The total amount shall equal 100% of the total Cost Estimate, as specified in Government Code 66499.3 (a) and approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the form of a bond naming the City of Tulare as obligee, or a certificate of deposit made payable only to the City of Tulare, an irrevocable letter of credit in favor of the City of Tulare, or cash. Upon written request from the Subdivider, partial releases of the Performance Security may be authorized by the City Engineer to reflect satisfactory completion of required improvements. Partial releases shall be limited to a maximum of 90% of the value of the completed improvements, and shall in no event result in the overall release of more than 90% of the value of the total Cost Estimate. The Performance Security will be released in its entirety upon the City's recordation of a Notice of Completion for the subdivision improvements, provided that a maintenance surety of not less than 10% of the value of the public improvements is provided to the City to guarantee

replacement and repair of the public improvements for a period of one (1) year after the recording date.

- b) Payment (Labor and Materials) Security. The total amount shall equal 50% of the total Cost Estimate, as specified in Government Code 66499.3 (b) and approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said Improvements and all persons furnishing labor, materials or equipment to them for said Improvements. Payment Security shall be in the form of a bond naming the City of Tulare as obligee, or a certificate of deposit made payable only to the City of Tulare, an irrevocable letter of credit in favor of the City of Tulare, or cash. No reduction in Payment Security shall be allowed prior to the City's recordation of a Notice of Completion, and prior to the passage of the time within which claims of lien are required to be recorded as stipulated in Government Code Section 66499.7 (h).
- 10) Damage Prior to Final Acceptance. Any damage to the improvements occurring prior to final acceptance by the City shall be repaired or replaced by Subdivider before any securities are released. Final acceptance by City shall not occur until damage has been repaired to prior and agreed upon condition.
- 11) Remedy of Defects. Subdivider shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one year from the date of final acceptance of the Improvements by City. Prior to final acceptance of the Improvements by City, a warranty/maintenance bond or certificate of deposit shall be provided by Subdivider, as shown in **Exhibit "A"**, and shall be released one year following final acceptance, less any amount required to remedy defective work.
- 12) Indemnification. Subdivider shall be obligated as follows:
- a) To the furthest extent allowed by law, Subdivider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by City, Subdivider or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the Improvements by Subdivider and Subdivider's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work or Improvements; or (v) City's granting, issuing or approving use of this Agreement.
- b) Subdivider's obligations under the preceding sentence shall apply regardless whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence or willful misconduct of City, its officers, officials, employees, agents or volunteers.
- c) If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a)" and "b)" of this Section.
- 13) Insurance. Throughout the life of this Agreement, Subdivider shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i)

admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. Insurance requirements, including coverage types and amounts, are attached hereto in **Exhibit "D"**.

If at any time during the life of the Agreement or any extension, Subdivider fails to maintain the required insurance in full force and effect, the City Engineer, or his/her designee, may order that Subdivider, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to Subdivider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement.

Evidence of Insurance provided by Subdivider and his/her/its insurer shall clearly state that termination or suspension of insurance coverage may not occur until at least thirty (30) days following written notice to the City of the intent to terminate or suspend coverage.

- 14) Compaction and Materials Testing. Compaction and other materials testing performed for determination of compliance with Public Works Standards shall conform to City of Tulare Design Guidelines, Public Improvement Standards, and Technical Specifications. Materials testing shall at all times remain under the review of the City Engineer who may determine additional test procedures, and additional locations to be tested. All materials testing for improvement work within the public easements and rights-of-way shall be ordered and paid for by Subdivider.
- 15) Inspections. City shall inspect all Improvements. All Improvements shall be performed and completed in strict accordance with the approved construction plans for said work on file with the City Engineer and City of Tulare Design Guidelines and Public Improvement Standards. In the event there are no applicable Design Guidelines and Public Improvement Standards it is agreed that the same shall be performed and completed in accordance with the standards and specifications of the California Department of Transportation.
- 16) Compliance with Law. In performing obligations set forth in this Agreement, Subdivider shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Subdivider shall comply with the codes or ordinances of City including the Tulare Municipal Code, City Charter, and Building Codes.
- 17) Prevailing Wages. Subdivider shall:
 - a) Be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of:
 - i) those specific Improvements for which Subdivider receives credits or reimbursements as identified in **Exhibit "B"**, if any, and
 - ii) those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a) (collectively, the "PW Improvements").
- 18) Enforcement of Obligations. City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.
- 19) Limitations of Legal Acts. Except as provided by the Section entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Subdivider's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus,

specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

- 20) Attorney's Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- 21) Obligation Running With Land. This Agreement shall burden the Subject Property described and constitute a covenant running with the land for the benefit of City and shall be binding upon the successors, transferees, and heirs of Subdivider. Subdivider consents to the recordation of this Agreement with the Tulare County Recorder.
- 22) Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
- 23) Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.
- 24) Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.
- 25) Release of Conditions. The conditions and obligations of this Agreement shall remain in full force and effect until such time as City Engineer issues a Notice of Completion finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such Notice of Completion with the Tulare County Recorder.
- 26) Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue shall be Tulare County, California.
- 27) Fees Due Prior to Recordation. The fees due to the City set forth in **Exhibit "C"**, attached hereto and incorporated herein by this reference, shall be paid in full prior to recordation of the final map.

* * * *

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CITY OF TULARE
A Municipal Corporation

D.R. Horton CA3, Inc

By: _____
Rob Hunt, City Manager

By: _____

Print Name: _____

Title: _____

ATTEST:

Chief Deputy Clerk and Clerk of the Council
Of The City of Tulare

(Attach Notary Acknowledgments)

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

State of California)
)
County of Tulare)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

SUBORDINATION

The undersigned as holder of the beneficial interest in and under that certain Deed of Trust recorded on {_____, 20____}, in the office of the Tulare County Recorder, as Document No. {Doc. No. } of which the Deed of Trust in, by and between {Full Name of Trustor}, as Trustor, {Full Name of Trustee}, as Trustee and {Full Name of Beneficiary}, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereto to the foregoing {Insert full name of Agreement, e.g. Subdivision Agreement for the Final Map of _____ [including Addendum to Subdivision Agreement for Rights of Way Acquisition]}.

DATED: _____, 201__

NOT USED

BENEFICIARY

By: _____

Name: _____

Title: _____

(Beneficiary to print/type document information, Name, Title and attach Notary Acknowledgment)

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

State of California)
)
County of Tulare)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

NOT USED

EXHIBIT "A"

Estimated Improvement Costs & Security Requirements OAKCREST PHASE 1

Bond Type	Required Bonding Amount
Performance Bond Amount* (10% of Completed Work + 100% of Uncompleted Work)	<u>\$3,806,242.69</u>
Payment Bond Amount* (50% of Uncompleted Work)	<u>\$1,903,121.35</u>
Maintenance Bond Amount** (10% of Required Improvements)	<u>\$380,624.27</u>

* For a single combined performance and payment bond, bond amount shall equal the algebraic sum of the performance and payment bond amounts listed above.

** Maintenance bond is required at the time the improvements are accepted by the City.

EXHIBIT "B"

Estimated Oversize Improvement Costs

OAKCREST PHASE 1

Item	Total Estimated Cost of Oversize Improvements
Street Oversize Improvements, including but not limited to:	<u>\$74,621.85</u>
Street Name: <u>Tulare Avenue</u>	
Material Cost for Supplemental Roadway Excavation (12" vs 19.2")	\$5,776.02
Material Cost for Supplemental Aggregate Base Material (8" vs 13.2")	\$38,620.83
Material Cost for Supplemental Asphalt Concrete Material (4" vs 6")	\$30,225.00
Supplemental Right-of-way Dedication (x s.f. vs y s.f.): N/A	
Traffic Signal Improvements: N/A	\$0.00
Other: N/A	\$0.00
Sanitary Sewer System Improvements, including but not limited to:	<u>\$0.00</u>
Street Name: <u>None</u>	
Material Cost for Supplemental Sewer Main Size: N/A	\$0.00
Material Cost for Supplemental Sewer MH Size (Type II vs Type I):N/A	\$0.00
Lift Station Improvements: N/A	\$0.00
Force Mains: N/A	\$0.00
Storm Drain System Improvements, including but not limited to:	<u>\$ 191,684.62</u>
Street Name: <u>Tulare Avenue/Cromley Street</u>	
Regional storm drain mains: N/A	\$0.00
Regional storm drain manholes : N/A	\$0.00
Ponding Basin (Land Cost, Excavation, Fencing, Frontage Improvements)	\$191,684.62
Lift Station Improvements: N/A	\$0.00
Force Mains: N/S	\$0.00
Water System Improvements, including but not limited to:	<u>\$20,051.51</u>
Street Name: <u>Tulare Avenue</u>	
Material Cost for Supplemental Water Main Size (8" to 12")	\$13,600.80
Material Cost for Supplemental Water Appurtenances (8" to 12")	\$6,450.70
Well/Storage Tank Site (Land Cost, Frontage Improvements): N/A	\$0.00
Total Estimated Oversize Costs	<u>\$286,357.98</u>

EXHIBIT "C"
OAKCREST PHASE 1

Account No.	Transaction No.	R/C No.	Description of Charge	Quantity	Unit Cost	Total Amount
Inspection, Testing and Construction:						
001-3247-001	1391	S-29	Public Inspection Fee	1	LS	\$82,174.85
010-3265	3060		Backflow Test	5	\$65.00	\$325.00
010-3270-3	3073		Water Pressure Test	1	\$175.00	\$175.00
010-3270-004	3074		Water Purity Sample	5	\$56.00	\$280.00
015-3247-004	3374		Video Inspection of SD Main (per/LF)		\$0.52	\$0.00
015-3247-004	3374		Video Inspection of SS Main (per/LF)		\$0.52	\$0.00
014-3267	3430		Sewer Tap		\$175.00	\$0.00
010-3262	3040		Construction Water			\$0.00
Front Foot Fees						
015-3265	3420		Sewer Front Foot	1300	\$26.00	\$33,800.00
010-3265	3060		Water Front Foot			\$0.00
001-3265	9260		Street Front Foot			\$0.00
Benefit Districts						
001-3252-002	1472	S-37	Benefit District Creation			\$0.00
015-260-047	9260		Del Lago - Millman St			\$0.00
001-260-	9260		Storm Drain Benefit District			\$0.00
001-260	9260		T.I.D. Benefit District			\$0.00
In-Lieu Fees						
001-260-053	9260		T.I.D. Ditch Piping			\$0.00
001-3249-	141		Storm Drain Acreage			\$0.00
001-260-055	9260		Off-site Street Improvements			\$0.00
Non-Bonded Improvements						
030-271-018	9520		Street Trees (per lot)			\$0.00
001-3266-000	1611		Street Signs (Street Names)	12	\$178.68	\$2,144.16
Other						
001-3120-2	1252		Street Easement/Abandonment			\$0.00
TOTAL						\$118,899.01
LESS PREVIOUSLY PAID						\$0.00
LESS CREDITS						\$0.00
AMOUNT DUE						\$118,899.01

\$0.00

FEES PAID ON 2/24/2021

EXHIBIT "D"

Minimum Insurance Requirement, Converge Types, and Amounts OAKCREST PHASE 1

Coverage Afforded	Limits of Liability
Worker's Compensation:	Statutory
Commercial General Liability Insurance Including:	\$2,000,000 Bodily Injury and Property Damage, Combined Single Limit
a) Products & Completed Operations	
b) Blanket Contractual	
c) Explosion, Collapse & Underground Hazard	
Automobile Liability Insurance including:	\$2,000,000 Bodily Injury and Property Damage, Combined Single Limit
a) Non-owned	
b) Leased	
c) Hired Vehicles	

OWNERS' STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES HEREON. WE HEREBY OFFER TO DEDICATE AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP, FOR THE SPECIFIED PURPOSES:

- 1. STREET RIGHT OF WAY FOR CROMLEY AVENUE, MADALYN AVENUE, HERMOSA AVENUE, SHENANDOAH STREET, VALLEY STREET, RIVER STREET, CAPISTRANO AVENUE, PIEDMONT AVENUE, AND TULARE AVENUE, IN FEE TO THE CITY OF TULARE.
2. LOT E SHOWN HEREON AS "CITY OF TULARE BASIN LOT" IN FEE TO THE CITY OF TULARE FOR STORM DRAIN AND PONDING BASIN.
3. LOTS A, B, C, AND D IN FEE TO THE CITY OF TULARE FOR LANDSCAPING, BLOCK WALLS, PUBLIC SIDEWALKS, AND OTHER PUBLIC PURPOSES.
4. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT).
5. 2' BLOCK WALL AND FOOTING EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "2'WE", CONVEYED TO THE CITY OF TULARE AS EASEMENTS.

OUTLOT F AS SHOWN HEREON IS RESERVED FOR FUTURE DEVELOPMENT.

FOR: D.R. HORTON CA3, INC., A DELAWARE CORPORATION

NAME: TITLE:

NOTARY ACKNOWLEDGEMENT

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

ON BEFORE ME, A NOTARY PUBLIC IN AND FOR

SAID STATE AND COUNTY PERSONALLY APPEARED,

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. WITNESS MY HAND.

SIGNATURE PRINT NAME
PRINCIPAL PLACE OF BUSINESS MY COMMISSION EXPIRES:
COMMISSION NO.

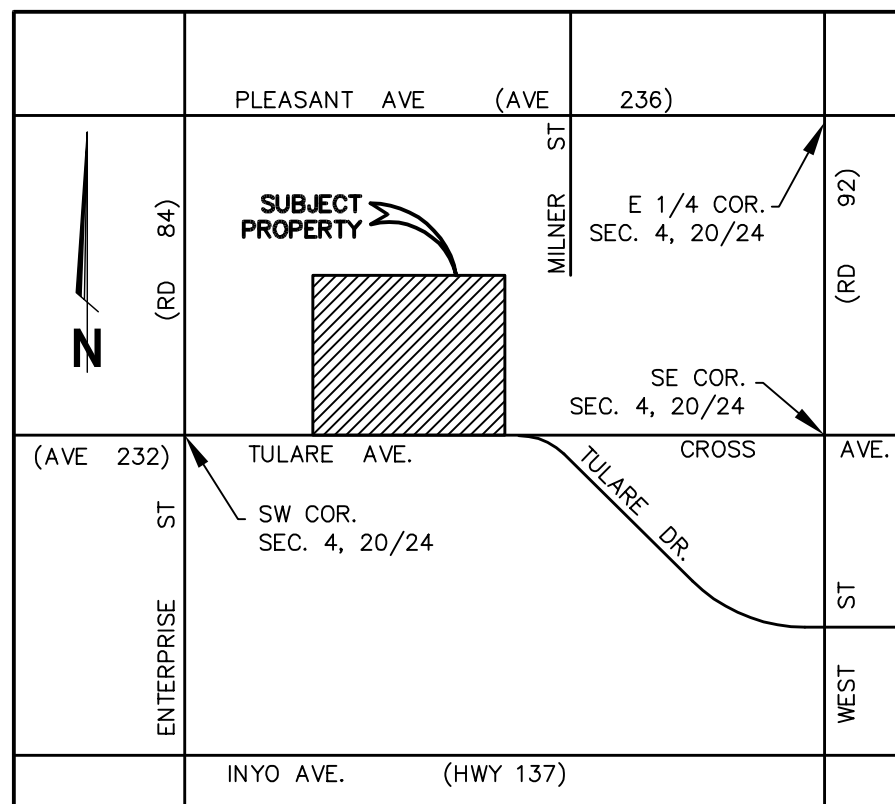
SOIL ENGINEER'S STATEMENT

I HEREBY STATE THAT A SOILS REPORT WAS PREPARED BY ME ON THE 15TH DAY OF JUNE, 2018, IN CONFORMANCE WITH THE STATE AND LOCAL STATUTES.

EDWARD MAK DATE
R.C.E. 44454

OWNER

D.R. HORTON CA3, INC., A DELAWARE CORPORATION
419 W. MURRAY AVENUE
VISALIA, CA 93291



VICINITY MAP N.T.S.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DR HORTON ON OCTOBER 22, 2020. I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE MONUMENTS NOT YET SET, WILL BE SET WITHIN ONE YEAR OF RECORDATION OF THIS MAP.

TIMOTHY M. ODOM DATE
PLS 8468, EXP. 12/31/2022



3/9/21

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. I FURTHER CERTIFY THAT ALL REQUIRED OFFSITE AND ONSITE IMPROVEMENTS HAVE EITHER ALREADY BEEN INSTALLED, HAVE BEEN DEFERRED UNTIL FUTURE DEVELOPMENT, OR ADEQUATE BONDS OR OTHER SUITABLE SURETIES HAVE BEEN PROVIDED.

MICHAEL W. MILLER, CITY ENGINEER DATE
R.C.E. 53462, EXP. 6/30/21

PLANNING COMMISSION'S STATEMENT

APPROVED: CITY OF TULARE PLANNING COMMISSION.

JOSH MCDONNELL, SECRETARY DATE

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP AND AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

RANDY WASNICK DATE
PLS 8163

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TULARE HELD ON THE DAY OF 20, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION, AND ACCEPTING, SUBJECT TO IMPROVEMENTS ON BEHALF OF THE PUBLIC, THE PUBLIC STREETS, AVENUES, PUBLIC UTILITY EASEMENTS, 2' BLOCK WALL EASEMENTS, LOTS A, B, C AND D FOR BLOCK WALL, LANDSCAPING, SIDEWALK AND THE MAINTENANCE THEREOF, AND LOT E FOR STORM DRAIN AND PONDING BASIN, ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF TULARE THIS DAY OF 20

ROB HUNT, CITY MANAGER/CITY CLERK

ROXANNE YODER, CHIEF DEPUTY CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, DO HEREBY CERTIFY THAT SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE THE PAYMENT OF THE TAXES AS PROVIDED IN DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS DAY OF 20

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK OF THE BOARD OF SUPERVISORS

BY: DEPUTY CLERK

RECORDER'S STATEMENT

DOCUMENT NO. FEE:

FILED THIS DAY OF 20, AT A.M./P.M IN

VOLUME OF MAPS AT PAGE, AT THE REQUEST OF PROVOST & PRITCHARD.

ROLAND P. HILL
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: DEPUTY

OAKCREST SUBDIVISION - PHASE 1

A PORTION OF THE SOUTH HALF OF SECTION 4, T.20S., R.24E. M.D.B.&M., IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA.

CONSISTING OF 4 SHEETS
SHEET 1 OF 4

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THE WEST HALF OF LOT 18 OF RUSSELL COLONY, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID LOT 18, AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID WEST HALF, 228 FEET TO THE SOUTH BANK OF THE CANAL RUNNING THROUGH SAID LOT 18, THENCE SOUTHWESTERLY ALONG THE SOUTH BANK OF SAID CANAL, 276 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 18, AND THENCE EAST, ALONG SAID SOUTH LINE, 151 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE WEST HALF OF SAID LOT 18, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, 331.94 FEET WEST, (ASSUMED BEARING) OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 0'30' EAST, 161.36 FEET; THENCE WEST, PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 103 FEET, THENCE SOUTH 0'30' WEST 161.36 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE EAST, ALONG THE SOUTH LINE, 103 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE SOUTH 10 FEET THEREOF.

EXCEPTING THEREFROM ANY AND ALL OIL RIGHTS, MINERAL RIGHTS, NATURAL GAS RIGHTS, RIGHTS TO ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL HEAT RIGHTS OR GEOTHERMAL SUBSTANCES THAT MAY BE PRODUCED FROM THE PROPERTY, WATER RIGHTS AND CLAIMS OR RIGHTS TO WATER AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES"), LOCATED IN OR UNDER THE ABOVE DESCRIBED ABOVE AND INCORPORATED HEREIN (THE "PROPERTY"), TO THE EXTENT SUCH SUBSURFACE RESOURCES HAVE NOT BEEN PREVIOUSLY RESERVED, WHICH INCLUDES THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM THE PROPERTY, INCLUDING WITHOUT LIMITATION THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE, FROM LANDS OTHER THAN THE PROPERTY, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF THE PROPERTY, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES THROUGH OR IN THE SURFACE OF THE PROPERTY OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE PROPERTY, PURSUANT TO THE MINERAL DEED RECORDED DECEMBER 16, 2020, INSTRUMENT NO. 2020-0082059, OF OFFICIAL RECORDS.

PARCEL 2:

LOT 17 OF RUSSELL COLONY, AS PER MAP RECORDED IN BOOK 4, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTH 10 FEET THEREOF, AS GRANTED TO THE COUNTY OF TULARE.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL GAS, OIL AND OTHER HYDROCARBON SUBSTANCES IN OR FROM SAID PROPERTY AS RESERVED IN THE DEED FROM SECURITY FIRST NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, DATED FEBRUARY 17, 1965 AND RECORDED MAY 17, 1965 UNDER FILE NO. 19119.

EXCEPTING THEREFROM ANY AND ALL OIL RIGHTS, MINERAL RIGHTS, NATURAL GAS RIGHTS, RIGHTS TO ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL HEAT RIGHTS OR GEOTHERMAL SUBSTANCES THAT MAY BE PRODUCED FROM THE PROPERTY, WATER RIGHTS AND CLAIMS OR RIGHTS TO WATER AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES"), LOCATED IN OR UNDER THE ABOVE DESCRIBED ABOVE AND INCORPORATED HEREIN (THE "PROPERTY"), TO THE EXTENT SUCH SUBSURFACE RESOURCES HAVE NOT BEEN PREVIOUSLY RESERVED, WHICH INCLUDES THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM THE PROPERTY, INCLUDING WITHOUT LIMITATION THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE, FROM LANDS OTHER THAN THE PROPERTY, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF THE PROPERTY, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES THROUGH OR IN THE SURFACE OF THE PROPERTY OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE PROPERTY, PURSUANT TO THE MINERAL DEED RECORDED DECEMBER 16, 2020, INSTRUMENT NO. 2020-0082059, OF OFFICIAL RECORDS.

RIGHT TO FARM TO NOTICE

IN ACCORDANCE WITH SECTION 10.106.04 OF THE CITY OF TULARE ORDINANCE CODE, AND AS A CONDITION OF APPROVAL OF THE ABOVE REFERENCED PARCEL MAP, SUBDIVISION MAP OR USE PERMIT, THE OWNERS HEREBY ACKNOWLEDGE THAT:

IF THE PROPERTY IN WHICH YOU ARE TAKING AN INTEREST IS LOCATED ADJACENT TO AGRICULTURAL LANDS OR OPERATIONS OR IS INCLUDED WITHIN AN AREA ZONED FOR AGRICULTURAL PURPOSES, YOU MAY BE SUBJECTED TO INCONVENIENCES OR DISCOMFORT ARISING FROM SUCH OPERATIONS INCLUDING, BUT NOT LIMITED TO: NOISE, ODORS, FUMES, DUST, SMOKE, INSECTS, OPERATIONS OF MACHINERY (INCLUDING AIRCRAFT) DURING ANY 24-HOUR PERIOD, STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION (BY SPRAYING OR OTHERWISE) OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES. ONE OR MORE OF THE INCONVENIENCES DESCRIBED HEREIN MAY OCCUR AS A RESULT OF ANY SUCH AGRICULTURAL OPERATION WHICH IS IN CONFORMANCE WITH THE EXISTING LAWS AND REGULATIONS AND ACCEPTED CUSTOMS AND STANDARDS. IF YOU LIVE ADJACENT TO AN AGRICULTURAL, YOU SHOULD BE PREPARED TO ACCEPT SUCH INCONVENIENCES AND DISCOMFORT AS A NORMAL AND NECESSARY ASPECT OF LIVING IN A CITY WITH A STRONG RURAL CHARACTER AND AN ACTIVE AGRICULTURAL SECTOR IN THE REGION.

PREPARED BY
EST. 1968
PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company
130 NORTH GARDEN STREET
VISALIA, CALIFORNIA 93291-6362
559.636-1166 FAX 559.636-1177
www.ppeng.com
DATE: 3/8/21
JOB NO.: 159420001
DRAWING NO.: PM-PH1

LEGEND

- MONUMENTS FOUND AND ACCEPTED, AS NOTED
- △ SET 3/4" I.P. IN CONC. DOWN 0.5', TAGGED L.S. 8468
- R1() RECORD DATA AS PER RECORD OF SURVEY IN BOOK 15 OF LICENSED SURVEYS AT PAGE 17, T.C.R., OR CALCULATED THEREFROM
- R2() RECORD DATA AS PER RECORD OF SURVEY RECORDED IN BOOK 10 OF LICENSED SURVEYS AT PAGE 5, T.C.R., OR CALCULATED THEREFROM
- R3() RECORD DATA AS PER "PLEASANT ESTATES NO. 1" RECORDED IN VOLUME 33 OF MAPS AT PAGE 40, T.C.R., OR CALCULATED THEREFROM
- R4() RECORD DATA AS PER "RUSSELL COLONY" RECORDED IN BOOK 4 OF MAPS AT PAGE 15, T.C.R., OR CALCULATED THEREFROM
- R5() RECORD DATA AS PER "VALLEY ESTATES" RECORDED IN VOLUME 42 OF MAPS AT PAGE 23, T.C.R., OR CALCULATED THEREFROM
- SUBDIVISION BOUNDARY

BASIS OF BEARINGS

THE SOUTH LINE OF SECTION 4, 20/24, M.D.B. & M. WAS TAKEN AS NORTH 88°21'55" EAST, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 15 OF LICENSED SURVEYS AT PAGE 17, TULARE COUNTY RECORDS

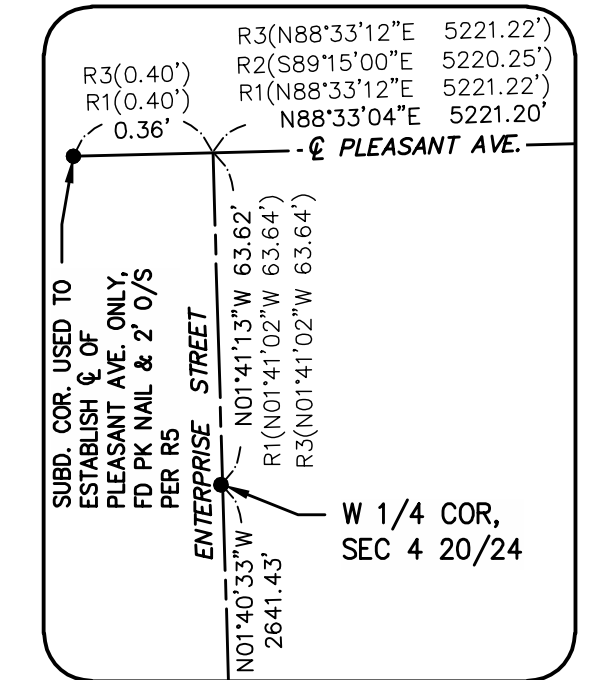
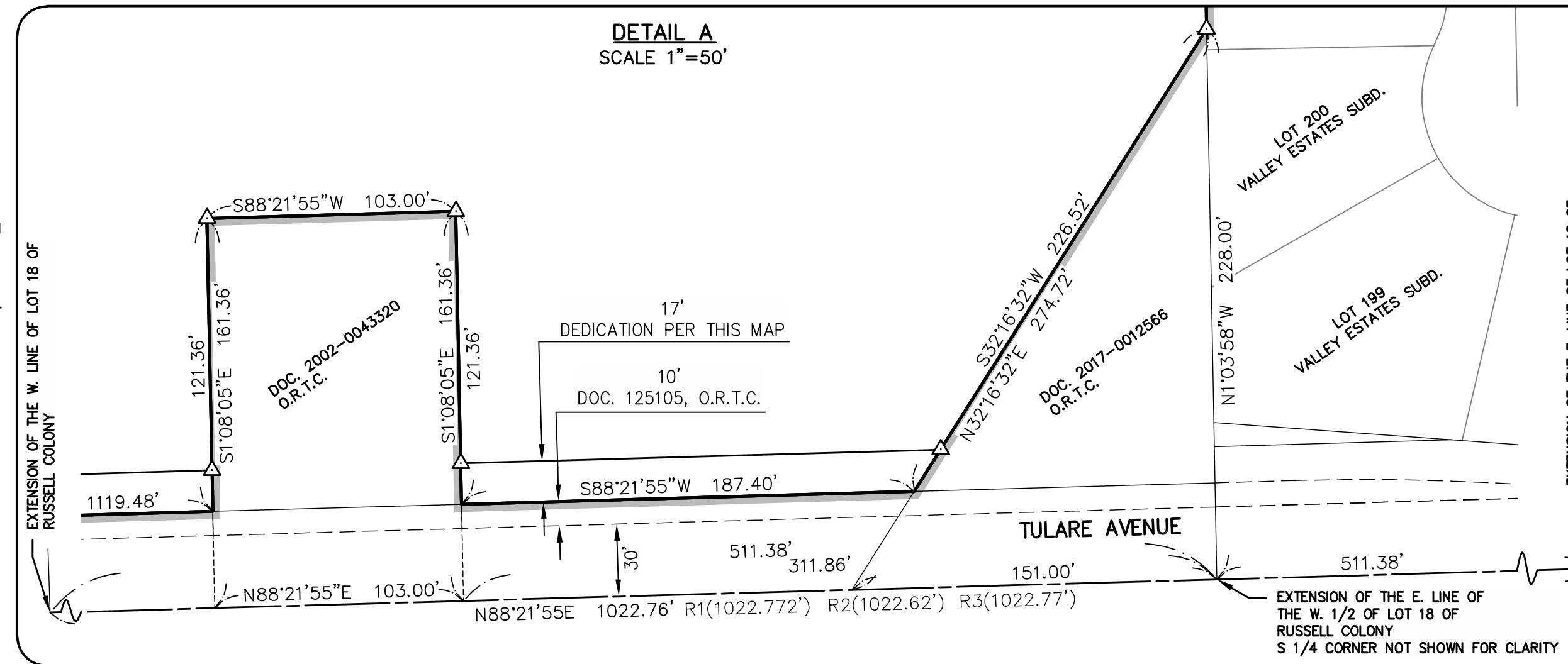
NOTE

THE SUBDIVISION IS WITHIN A LANDSCAPE MAINTENANCE DISTRICT AND MAINTENANCE FEE FOR LANDSCAPING AND BLOCK WALL MAINTENANCE IS SUBJECT TO AN ANNUAL REVISION BASED ON ACTUAL MAINTENANCE COST.

OAKCREST SUBDIVISION - PHASE 1

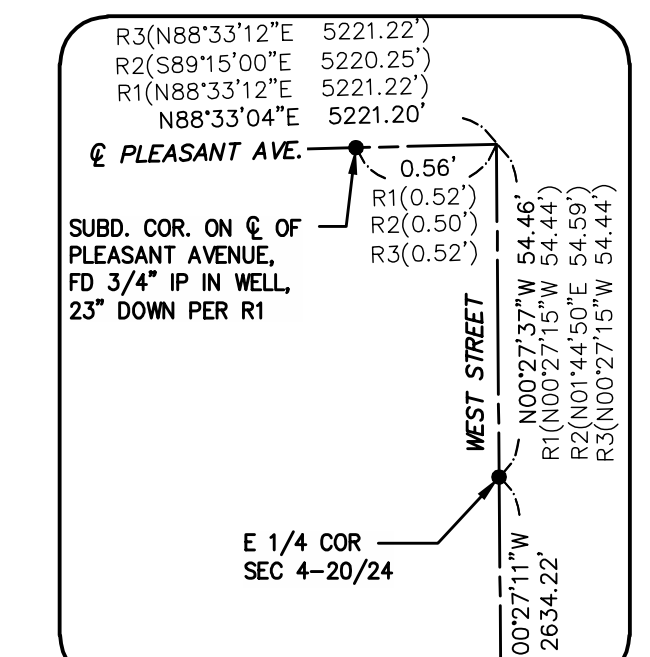
A PORTION OF THE SOUTH HALF OF SECTION 4, T.20S., R.24E. M.D.B.&M., IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA.

CONSISTING OF 4 SHEETS
SHEET 2 OF 4

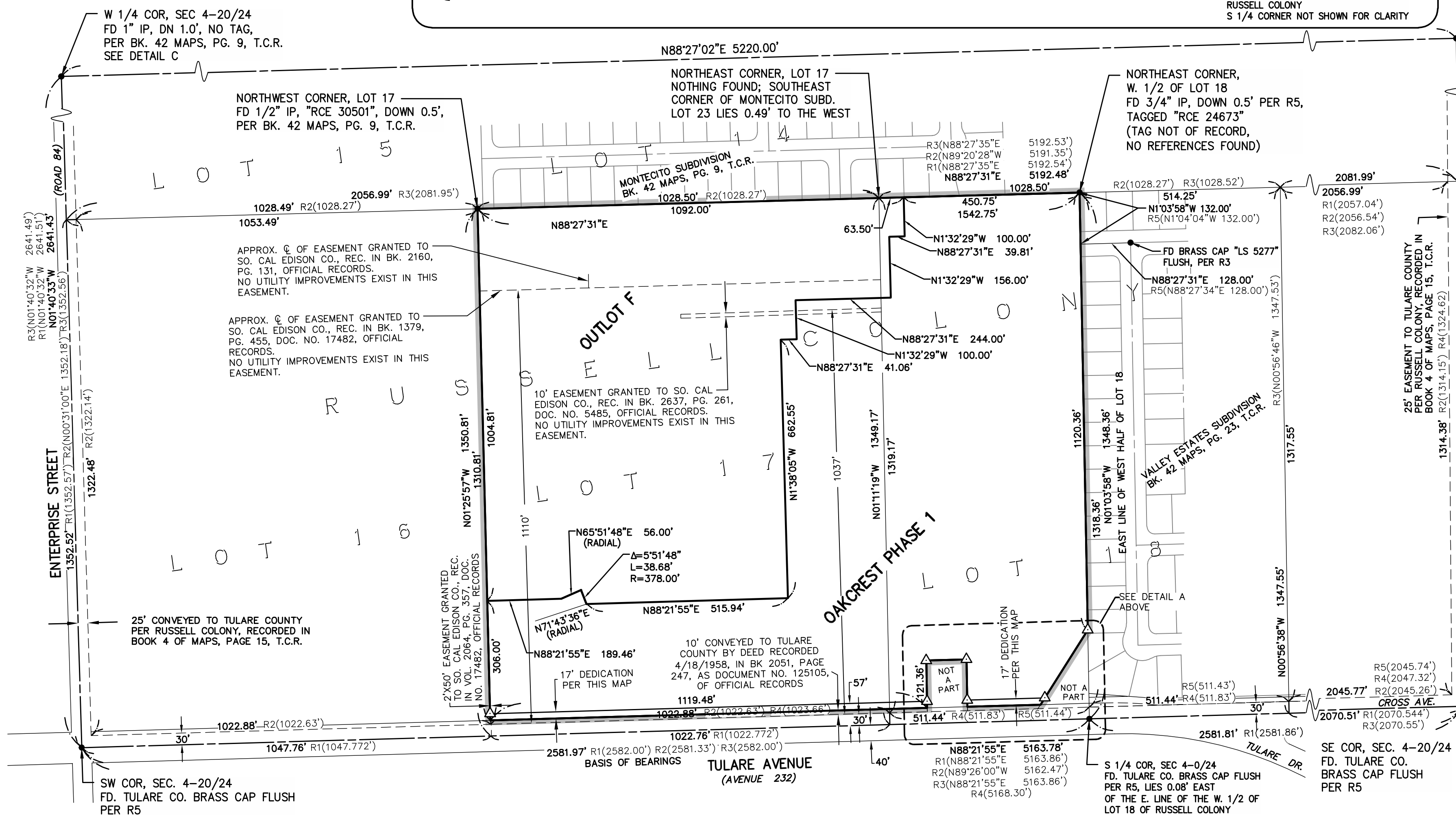


DETAIL C
N.T.S.

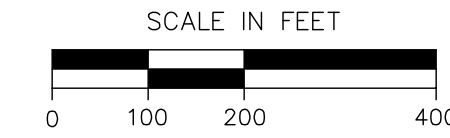
E 1/4 COR, SEC 4-20/24
FD CONC. MON. IN WELL,
NO REFERENCE FOUND,
SEE DETAIL B



DETAIL B
N.T.S.



- ADDITIONAL EASEMENTS**
THE PROPERTY SHOWN IS ALSO SUBJECT TO THE FOLLOWING EASEMENTS, WHICH ARE UNPLOTTABLE:
1. AN EASEMENT FOR POLE LINES FOR ELECTRICAL AND TELEPHONE PURPOSES, TOGETHER WITH INGRESS AND EGRESS, GRANTED TO MT. WHITNEY POWER AND ELECTRIC COMPANY, RECORDED OCTOBER 13, 1910 IN BOOK 19, PAGE 70 OF CONTRACTS, TULARE COUNTY RECORDS.
 2. AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES, GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED OCTOBER 23, 1947 IN BOOK 1268, PAGE 422, OFFICIAL RECORDS OF TULARE COUNTY.
 3. A MINERAL DEED TO DRH ENERGY, INC., RECORDED DECEMBER 16, 2020 AS INSTRUMENT NO. 2020-0082059, OFFICIAL RECORDS OF TULARE COUNTY.



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DRAWING NO.: FM-PH1

SW COR, SEC. 4-20/24
FD. TULARE CO. BRASS CAP FLUSH
PER R5

SE COR, SEC. 4-20/24
FD. TULARE CO. BRASS CAP FLUSH
PER R5

OAKCREST SUBDIVISION - PHASE 1

A PORTION OF THE SOUTH HALF OF SECTION 4, T.20S., R.24E. M.D.B.&M., IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA.

CONSISTING OF 4 SHEETS
SHEET 3 OF 4

CURVE TABLE				LINE TABLE		
NUMBER	LENGTH	RADIUS	DELTA	LINE	BEARING	
C1	137.46'	350.00'	22° 30' 07"	L1	17.00'	N1°25'57"W
C2	126.46'	322.00'	22° 30' 07"	L2	10.00'	N1°25'57"W
C3	3.23'	322.00'	0° 34' 32"	L3	14.14'	N43°21'55"E
C4	60.41'	322.00'	10° 44' 59"	L4	7.07'	S43°21'55"W
C5	62.81'	322.00'	11° 10' 36"	L5	21.21'	N43°21'55"E
C6	121.62'	378.00'	18° 26' 02"	L6	7.07'	N46°38'05"W
C7	38.68'	378.00'	5° 51' 48"	L7	14.14'	N46°38'05"W
C8	82.93'	378.00'	12° 34' 14"	L8	21.21'	S46°38'05"E
C9	30.00'	20.00'	85° 55' 55"	L9	19.77'	N1°38'05"W
C10	31.42'	20.00'	90° 00' 00"	L10	57.77'	N51°48'57"W
C11	31.42'	20.00'	90° 00' 00"	L11	12.05'	S32°16'32"W
C12	31.42'	20.00'	90° 00' 00"	L12	10.00'	S1°08'05"E
C13	31.42'	20.00'	90° 00' 00"	L13	20.48'	S32°16'32"W
C14	31.22'	20.00'	89° 25' 53"	L14	17.00'	S1°08'05"E
C15	31.42'	20.00'	90° 00' 00"	L15	13.64'	N1°08'05"W
C16	31.42'	20.00'	90° 00' 00"	L16	13.64'	N1°08'05"W
C17	31.61'	20.00'	90° 34' 07"	L17	103.00'	N88°21'55"E
C18	31.22'	20.00'	89° 25' 53"	L18	10.00'	S1°08'05"E
C19	24.04'	50.00'	27° 33' 07"	L19	17.00'	S1°08'04"E
C20	126.13'	50.00'	144° 32' 08"	L20	7.53'	N88°21'55"E
C21	58.30'	50.00'	66° 48' 09"	L21	15.00'	N46°21'02"W
C22	67.83'	50.00'	77° 43' 59"			
C23	24.04'	50.00'	27° 33' 07"			
C24	31.42'	20.00'	90° 00' 00"			

RADIAL TABLE	
RADIAL	BEARING
R1	N87°47'23"E
R2	N77°02'23"E
R3	N71°43'36"E
R4	N61°22'54"E
R5	N25°55'02"E

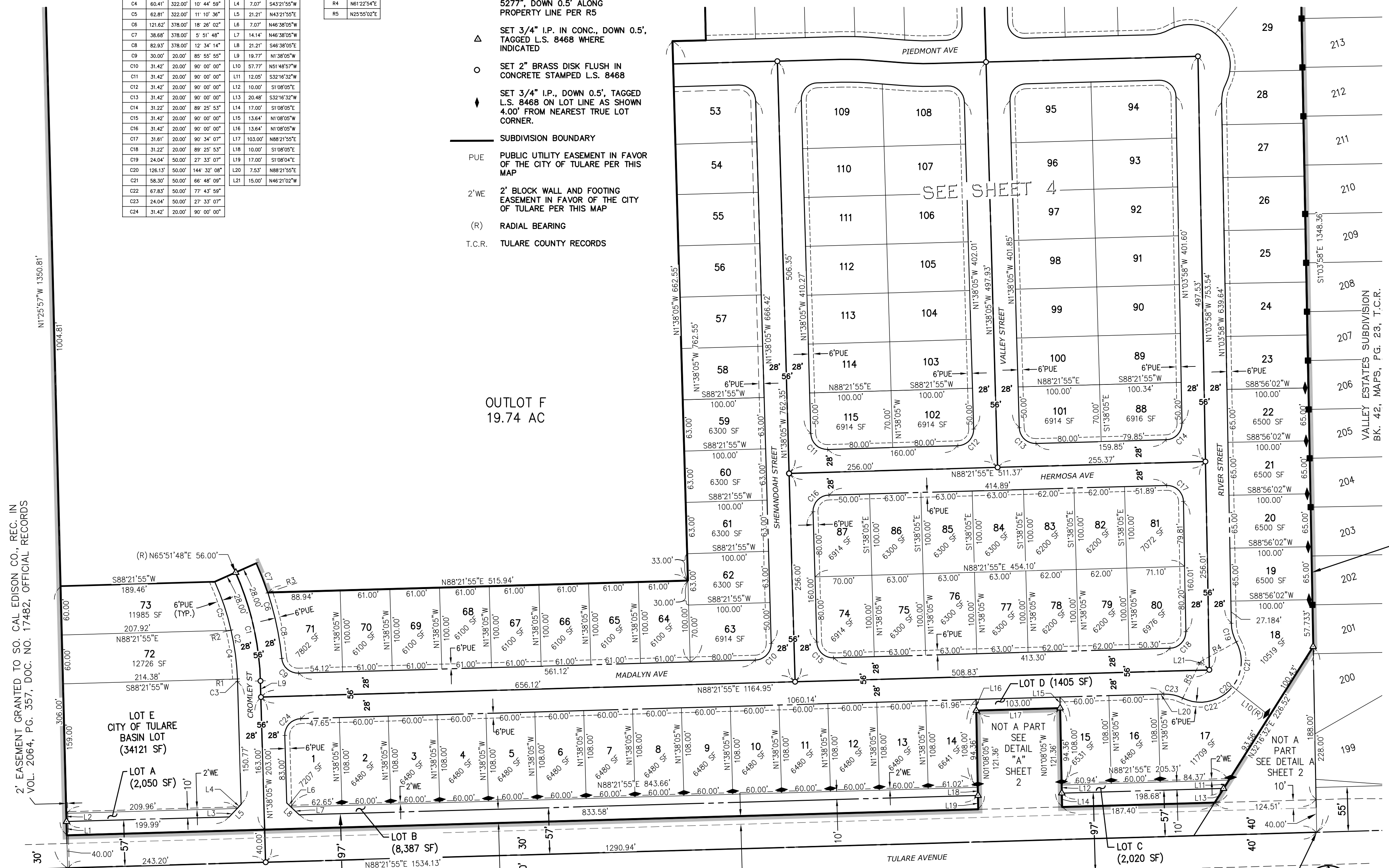
LEGEND

- MONUMENTS FOUND AND ACCEPTED, AS DESCRIBED
- FOUND 3/4" I.P., TAGGED "LS 5277", DOWN 0.5' ALONG PROPERTY LINE PER R5
- △ SET 3/4" I.P. IN CONC., DOWN 0.5', TAGGED L.S. 8468 WHERE INDICATED
- SET 2" BRASS DISK FLUSH IN CONCRETE STAMPED L.S. 8468
- ◆ SET 3/4" I.P., DOWN 0.5', TAGGED L.S. 8468 ON LOT LINE AS SHOWN 4.00' FROM NEAREST TRUE LOT CORNER.
- SUBDIVISION BOUNDARY
- PUE PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF TULARE PER THIS MAP
- 2"WE 2' BLOCK WALL AND FOOTING EASEMENT IN FAVOR OF THE CITY OF TULARE PER THIS MAP
- (R) RADIAL BEARING
- T.C.R. TULARE COUNTY RECORDS

MONUMENTATION NOTES

SET 3/4" I.P., 2.5' LONG, DOWN 0.5', TAGGED L.S. 8468 AT ALL LOT CORNERS, ANGLE POINTS, AND CURVES, UNLESS SHOWN OTHERWISE

OUTLOT F
19.74 AC



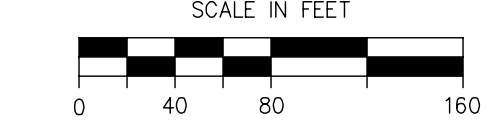
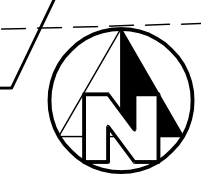
2' EASEMENT GRANTED TO SO. CAL EDISON CO., REC. IN VOL. 2064, PG. 357, DOC. NO. 17482, OFFICIAL RECORDS

EAST LINE OF WEST 1/2 OF LOT 18 OF RUSSELL COLONY

17' ADDITIONAL STREET RIGHT OF WAY TO THE CITY OF TULARE PER THIS MAP

10' CONVEYED TO TULARE COUNTY BY DEED RECORDED 4/18/1958, IN BK 2051, PAGE 247, AS DOCUMENT NO. 125105, OF OFFICIAL RECORDS

EXTENSION OF E. LINE OF W. 1/2 OF LOT 18 OF RUSSELL COLONY. S. 1/4 SEC. CORNER NOT SHOWN FOR CLARITY

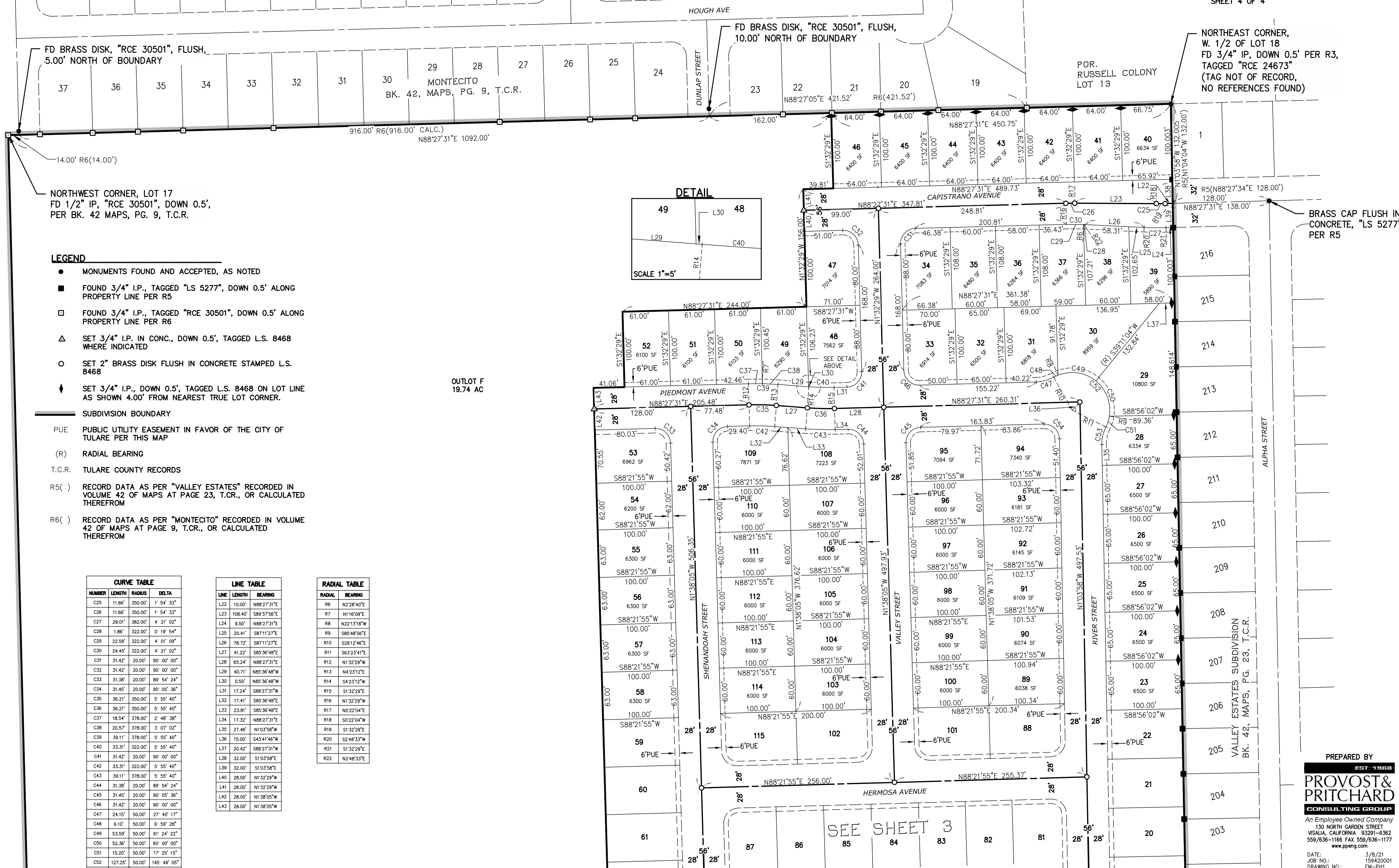


PREPARED BY
EST. 1968
PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company
130 NORTH GARDEN STREET
VISALIA, CALIFORNIA 93291-6362
559/636-1166 FAX 559/636-1177
www.pprng.com
DATE: 3/8/21
JOB NO.: 59420001
DRAWING NO.: FM-PH

OAK CREST SUBDIVISION - PHASE 1

A PORTION OF THE SOUTH HALF OF SECTION 4, T.20S., R.24E. M.D.B.&M.,
IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA.

CONSISTING OF 4 SHEETS
SHEET 4 OF 4



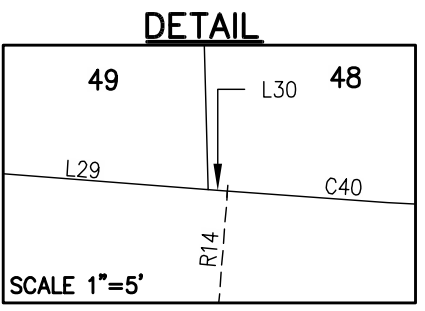
FD BRASS DISK, "RCE 30501", FLUSH,
5.00' NORTH OF BOUNDARY

FD BRASS DISK, "RCE 30501", FLUSH,
10.00' NORTH OF BOUNDARY

NORTHEAST CORNER,
W. 1/2 OF LOT 18
FD 3/4" IP, DOWN 0.5' PER R3,
TAGGED "RCE 24673"
(TAG NOT OF RECORD,
NO REFERENCES FOUND)

NORTHWEST CORNER, LOT 17
FD 1/2" IP, "RCE 30501", DOWN 0.5',
PER BK. 42 MAPS, PG. 9, T.C.R.

BRASS CAP FLUSH IN
CONCRETE, "LS 5277"
PER R5



LEGEND

- MONUMENTS FOUND AND ACCEPTED, AS NOTED
- FOUND 3/4" I.P., TAGGED "LS 5277", DOWN 0.5' ALONG PROPERTY LINE PER R5
- FOUND 3/4" I.P., TAGGED "RCE 30501", DOWN 0.5' ALONG PROPERTY LINE PER R6
- △ SET 3/4" I.P. IN CONC., DOWN 0.5', TAGGED L.S. 8468 WHERE INDICATED
- SET 2" BRASS DISK FLUSH IN CONCRETE STAMPED L.S. 8468
- ◆ SET 3/4" I.P., DOWN 0.5', TAGGED L.S. 8468 ON LOT LINE AS SHOWN 4.00' FROM NEAREST TRUE LOT CORNER.
- SUBDIVISION BOUNDARY
- PUE PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF TULARE PER THIS MAP
- (R) RADIAL BEARING
- T.C.R. TULARE COUNTY RECORDS
- R5() RECORD DATA AS PER "VALLEY ESTATES" RECORDED IN VOLUME 42 OF MAPS AT PAGE 23, T.C.R., OR CALCULATED THEREFROM
- R6() RECORD DATA AS PER "MONTECITO" RECORDED IN VOLUME 42 OF MAPS AT PAGE 9, T.C.R., OR CALCULATED THEREFROM

OUTLOT F
19.74 AC

NUMBER	LENGTH	RADIUS	DELTA
C25	11.66'	350.00'	1' 54' 33"
C26	11.66'	350.00'	1' 54' 33"
C27	29.01'	382.00'	4' 21' 02"
C28	1.86'	322.00'	0' 19' 54"
C29	22.59'	322.00'	4' 01' 09"
C30	24.45'	322.00'	4' 21' 02"
C31	31.42'	20.00'	90' 00' 00"
C32	31.42'	20.00'	90' 00' 00"
C33	31.38'	20.00'	89' 54' 24"
C34	31.45'	20.00'	90' 05' 36"
C35	36.21'	350.00'	5' 55' 40"
C36	36.21'	350.00'	5' 55' 40"
C37	16.54'	378.00'	2' 48' 38"
C38	20.57'	378.00'	3' 07' 02"
C39	39.11'	378.00'	5' 55' 40"
C40	33.31'	322.00'	5' 55' 40"
C41	31.42'	20.00'	90' 00' 00"
C42	33.31'	322.00'	5' 55' 40"
C43	39.11'	378.00'	5' 55' 40"
C44	31.38'	20.00'	89' 54' 24"
C45	31.45'	20.00'	90' 05' 36"
C46	31.42'	20.00'	90' 00' 00"
C47	24.15'	50.00'	27' 40' 17"
C48	6.10'	50.00'	6' 59' 28"
C49	53.59'	50.00'	81' 24' 22"
C50	52.36'	50.00'	60' 00' 00"
C51	15.20'	50.00'	17' 25' 15"
C52	127.25'	50.00'	145' 49' 05"
C53	24.15'	50.00'	27' 40' 17"
C54	31.58'	20.00'	90' 28' 31"

LINE	LENGTH	BEARING
L22	10.00'	N88°27'31"E
L23	108.40'	S89°37'56"E
L24	9.50'	N88°27'31"E
L25	20.41'	S87°11'27"E
L26	78.72'	S87°11'27"E
L27	41.22'	S85°36'48"E
L28	65.24'	N88°27'31"E
L29	40.71'	N85°36'48"W
L30	0.50'	N85°36'48"W
L31	17.24'	S88°27'31"W
L32	17.41'	S85°36'48"E
L33	23.81'	S85°36'48"E
L34	17.32'	N88°27'31"E
L35	27.46'	N103°58"W
L36	15.00'	S43°41'46"W
L37	20.42'	S88°27'31"W
L38	32.00'	S103°58"E
L39	32.00'	S103°58"E
L40	28.00'	N132°29"W
L41	28.00'	N132°29"W
L42	28.00'	N138°05"W
L43	28.00'	N138°05"W

RADIAL	BEARING
R6	N2°28'40"E
R7	N11°09'09"E
R8	N21°31'18"W
R9	S80°48'56"E
R10	S29°12'46"E
R11	S63°23'41"E
R12	N1°32'29"E
R13	N4°23'12"E
R14	S4°23'12"W
R15	S1°32'29"E
R16	N1°32'29"E
R17	N0°22'04"E
R18	S0°22'04"W
R19	S1°32'29"E
R20	S2°48'33"W
R21	S1°32'29"E
R22	N2°48'33"E

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DATE: 3/8/21
JOB NO.: 15942001
DRAWING NO.: FM-PH1

RESOLUTION NO. 4643

**A RESOLUTION OF THE CITY OF TULARE PLANNING COMMISSION
APPROVING TENTATIVE SUBDIVISION SHENANDOAH PARK**

WHEREAS, the City of Tulare Planning Commission at a regular meeting held on June 19, 2006 to consider a request by Taggart Land Company for a tentative subdivision for approximately 46 acres into 206 single family lots located at Tulare Avenue and Enterprise Street; and,

WHEREAS, the City of Tulare Planning Commission determined that the proposed map is consistent with applicable Tulare General Plan; and,

WHEREAS, the City of Tulare Planning Commission determined that the design or the improvements of the proposed subdivision is consistent with the General Plan; and,

WHEREAS, the City of Tulare Planning Commission determined that the site is physically suitable for the type of density proposed; and,

WHEREAS, the City of Tulare Planning Commission determined that the site is physically suitable for the type of development proposed; and,

WHEREAS, the City of Tulare Planning Commission determined that the design of the subdivision or the type of improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat; and,

WHEREAS, the City of Tulare Planning Commission determined that the design of the proposed subdivision or the type of improvements will not conflict with public easements through the property; and,

WHEREAS, the City of Tulare Planning Commission determined that the proposed map is consistent with the Tulare City Code; and,

WHEREAS, the City of Tulare Planning Commission determined that the Environmental Impact Report was prepared pursuant to the California Environmental Quality of 1970 and the State CEQA Guidelines; and,

NOW, THEREFORE, BE IT RESOLVED by the City of Tulare Planning Commission that Tentative Subdivision Shenandoah Park is hereby approved subject to the following conditions:


- 1) Adequate permanent or temporary fire protection facilities as approved by the Fire Chief, shall be installed prior to the issuance of any building permits and prior to the storage of combustible materials on site.
- 2) Final acceptance of the tract shall be contingent upon the subdivider's providing within and/or outside the tract, drainage disposal facilities, as required to receive drainage and dispose for drainage and storm waters from this tract. Said facilities shall be subject to the approval of the Public Works/Engineering Department.

- 3) Six-foot public utility easements shall be granted along all front yards as required for public utilities.
- 4) Final subdivision map shall depict all easements.
- 5) The applicant shall comply with the requirements of the Tulare board of Public Utilities regarding sewage disposal and water supply facilities.
- 6) Final subdivision map proposed to be recorded shall be insubstantial conformance with the approved tentative map.
- 7) Applicant to provide a disclosure statement as set forth in Section 10.112 of the Zoning Ordinance (Right to Farm chapter).
- 8) All lots shall meet the provisions of the applicable zoning district.
- 9) Applicant to provide retaining wall wherever adjacent lot grades exceed six inches.
- 10) Applicant to comply with San Joaquin Valley Air Pollution Control District in regards to dust control and obtain any permits necessary from that agency.
- 11) Applicant to comply with the San Joaquin Valley Air Pollution Control District in regards to dust control and obtain any permits necessary from that agency.
- 12) All changes to phasing of the tentative subdivision shall be subject to approval of the City Engineer and Planning and Building Director.
- 13) All street names shall be in compliance with City Street naming guidelines and approval of the Planning and Building Director.
- 14) Applicant to provide six-foot high solid fence with permanent type posts (metal or block) for residential fencing.
- 15) Applicant to set-up a landscape maintenance district prior to recordation of the final map. All landscape plans within the landscape maintenance district shall be consistent with city standards and approved by the Director of Parks and Recreation services.
- 16) Applicant shall record a notice that each lot is located in Landscape Maintenance District.
- 17) Decorative landscape maintenance district block walls are to be approximately 6'7" in height. Design and construction details to be approved by the City Engineer and Planning and Building Director.

- 18) Recording of the final map is subject to completion of the annexation.
- 19) Applicant to provide for an inspection, by a licensed arborist, of the on-site trees to determine their health. Applicant to provide for any treatment to preserve the mature oak trees locate din the tree lot.
- 20) Prior to payment of an air quality mitigation fees, the applicant shall review with the city any contributions to the city/or projects that would reduce this projects remaining air quality impacts under the indirect source rule.

PASSED, APPROVED AND ADOPTED this nineteenth day of June 2006 by the following recorded vote:

AYES:	Miller	NOES:	ABSENT: Killion	ABSTAIN: None
	Miguel		Nunes	
	Rocha			
	Kinard			



RICHARD P. MILLER, CHAIRMAN
City of Tulare Planning Commission



MARK S. KIELTY, SECRETARY
City of Tulare Planning Commission



411 East Kern Avenue
Tulare, California 93274

Office: (559) 684-4207
Fax: (559) 685-5631

TO: Planning and Building Division
FROM: Engineering Division
SUBJECT: Engineering Considerations - Tentative Subdivision of **Shenandoah Park**
LOCATION: North side of Tulare Avenue west of Cross Avenue
DEVELOPER: Taggart
DATE: June 14, 2006

SOILS:

The Subdivider shall submit a preliminary soils report for structural foundation, which shall be prepared by a registered Civil Engineer based upon adequate soil test borings. The report shall be submitted to the City Engineer prior to the filing of the Final Map.

The Developer shall have the soils investigated and make recommendations as to the correct method of trench backfill for the soils encountered in the subdivision so as to assure 90% relative compaction between the select bedding around the pipe to within 2 feet of the subbase. The top 2 feet shall be compacted to 95% relative compaction. Compaction tests are required on all trenches. All soil testing shall be performed at the sole cost of the Developer. The Developer is to establish an account with a soil-testing firm acceptable to the City Engineer prior to the start of construction for compaction testing. The City shall order and direct all compaction tests.

STREETS:

Street widths shall be as shown on approved tentative map, unless otherwise noted in Attachment "A."

R-Value tests will be required at the locations shown on Exhibit "A" at subgrade depth.

The structural section of all streets shall be not less than the thicknesses shown in Item 1 of Attachment "A," except that a greater thickness may be required by Soil Test results. The design of streets shall be asphalt concrete section with aggregate base.

All streets shall have the standard cross section with curb, gutter and sidewalk.

All utility services shall be placed in the streets prior to paving.

Compaction tests are required on all street subgrades. All soil testing shall be performed at the sole cost of the Developer.

Knuckles and transition curves to knuckles shall have 50-foot radii.

The centerlines of all streets shall be the continuations of the centerlines of existing streets, or shall be offset at least two hundred (200) feet.

The centerline curve radius for roadway design shall be a minimum of 250 feet for local streets, 600 feet for collector streets, and 1,200 feet for arterial streets. Provision for smaller radius shall be subject to the approval of the City Engineer.

Street monuments shall be installed at locations as required by the City Engineer.

Driveway widths and spacing shall conform to City Code requirements.

Side lines of all lots wherever practicable shall be at right angles or radials to the centerline of the street.

Property line radii are to be 20 feet at all street intersections.

Turnarounds are required at all dead end streets, except where refuse pickup on lot frontages does not require the refuse collection vehicle to back up.

A barricade and a 2" x 8" rough redwood header shall be provided at dead end streets. As an option, an additional 1-foot of paving beyond the required limits of paving may be installed in lieu of a redwood header.

In conformance with Section 8.24.040 (A) 7 of the Tulare City Code, "Each street intersection shall be as near to a right angle as practicable."

The City shall reimburse the Developer for oversize costs subject to review and approval of costs prior to installation. Oversize payments will be made in accordance with a separate oversize agreement to be executed after completion of all subdivision improvements. Payment will be as funds are available, not to exceed 10 years from the execution date of the agreement.

UNDERGROUND UTILITY LINES:

All utility lines, including but not limited to electric, communications, street lighting and cable television, shall be required to be placed underground in accordance with Section 8.24.160 (B) 3 of the Tulare City Code.

SANITARY SEWERS:

Sanitary sewers shall be installed to City standards.

Sewer laterals shall be installed to the property lines of all lots before the streets are surfaced. Laterals shall be located 8 feet from the centerline of each lot.

All sewer lines shall pass a ball test or a City Engineer approved method of cleaning.

The Engineer shall propose locations for sewer services that will accommodate ultimate driveway approach locations.

The City shall reimburse the Developer for oversize costs subject to review and approval of costs prior to installation. Oversize payments will be made in accordance with a separate oversize agreement to be executed after completion of all subdivision improvements. Payment will be as funds are available, not to exceed 10 years from the execution date of the agreement.

STORM DRAINAGE:

The storm drain layout shall be designed to City standards.

All pipe sizes where necessary shall be adjusted to carry the design flow at the final design slope.

All gutter runs shall be reduced to 1000 feet by installing pipe and storm water inlets.

The minimum fall around curb returns shall be 0.3 foot.

The City shall reimburse the Developer for oversize costs for any facilities designated "masterplan facilities" by the City Engineer, subject to review and approval of costs prior to installation. Oversize payments will be made in accordance with a separate oversize agreement to be executed after completion of all subdivision improvements. Payment will be as funds are available, not to exceed 10 years from the execution date of the agreement.

FIRE HYDRANTS:

Fire hydrants are to be located as required by the Fire Chief and City Engineer.

EASEMENTS:

Easements will be required for all utilities outside of dedicated rights-of-way. Six-foot Public Utility Easements will be required along all street frontages.

The Developer shall submit to the City of Tulare a title report for areas outside of the parcel to be developed where easements are to be dedicated for City utilities.

WATER SUPPLY:

Water mains shall be installed to City standards.

Water services shall be installed to the property line of all lots before the streets are surfaced. Services shall be located either 8 feet from the centerline of each lot or 2 feet from property line. The minimum horizontal distance between water services and sewer laterals shall be 16 feet.

The Engineer shall propose locations for water services that will accommodate ultimate driveway approach locations. Individual 1" galvanized water services with meter boxes and meter idlers shall be installed to all single family residential lots.

The City shall reimburse the Developer for oversize costs subject to review and approval of costs prior to installation. Oversize payments will be made in accordance with a separate oversize agreement to be executed after completion of all subdivision improvements. Payment will be as funds are available, not to exceed 10 years from the execution date of the agreement.

Purity tests are required on all City water system installations at the sole cost of the Developer.

STREET NAMES:

Street names shall be approved by the Director of Planning and Building.

Street name signs shall be installed at each intersection as required by the City Traffic Engineer.

TRAFFIC SIGNS:

Types, sizes and locations of traffic signs shall be as required by the City Traffic Engineer and City standards.

PAVEMENT MARKINGS:

The Developer shall install street striping and other pavement markings as required by the City Traffic Engineer.

STREET LIGHTS AND ELECTRICAL SERVICE:

The Developer must make provisions for the underground installation of electrical services and street lighting. High-pressure sodium vapor marbelite streetlights will be required at the lumens, spacing and locations determined by the City Traffic Engineer and applicable City standards. The cost of the systems shall be included in the subdivision bonds.

GAS SERVICE:

The Developer must make provisions for the installation of a gas distribution system in all streets and at the sizes determined by the Southern California Gas Company.

PRIVATE IRRIGATION PIPELINES:

Existing private irrigation pipelines will need to be removed within street right of ways.

IRRIGATION CANALS:

Other than TID's Main Canal, if any portion of an existing irrigation canal (including ditch banks and maintenance access roads) falls within the development, said ditch shall be piped, relocated, or abandoned and shall be so designated on the plan drawings. The proposed method of piping shall be shown on one of the master plans, if full piping does not occur within the first phase. The Main Canal can be left open, with the installation of fencing and an adjacent 25' alley or multi-use trail, as approved by the City and TID.

TELEPHONE:

The Developer must make provisions for the installation of underground telephone service.

EXISTING STRUCTURES:

Any existing structures within the subdivision boundary shall be removed.

WELLS:

Any existing wells on the site shall be abandoned and sealed.

ELEVATIONS:

Any elevations shall be based on the official City of Tulare datum.

GENERAL CONDITIONS:

All design and construction shall be in accordance with all applicable City Standards, Specifications, Ordinances, and Standard Operating Procedures, unless specifically modified elsewhere in these conditions. These Engineering Considerations are intended to deal with major issues apparent to this office while reviewing this tentative map. Nothing in these conditions precludes our office from applying other conditions/modifications necessary for good design, operation, and maintenance of existing and future City facilities, as might become apparent during design review and/or construction.

ADDITIONAL REQUIREMENTS:

Submit closures and tabulation of areas (square feet) of all lots within the subdivision. A blue line area shall also be submitted.

Provide the City of Tulare with three (3) prints of subdivision map and three (3) prints of improvement drawings for final checking.

Provide the City of Tulare with one reproducible copy and four (4) prints of the improvement drawings following their approval. The reproducible copy of the improvement plans shall be on high quality mylar.

Submit to the City of Tulare a title report for the parcel to be developed.

The Developer's engineer will be required to certify in writing that all lot grading has been performed in accordance with the approved lot-grading plan prior to issuance of any building permits.

Prior to constructing any improvement where the City is to contribute, the Developer shall submit to the City three (3) separate bids for each item to be reviewed and approved by the City Engineer.

Prior to the start of construction, a meeting will be called by the City Engineer with the Developer, Contractor and all concerned including utility companies to coordinate and schedule work in order to avoid all possible delays due to conflicts of operation and to guarantee that all City requirements are met. The Contractor shall perform no construction in the field until after this meeting.

This project involves construction activity including clearing, grading and excavation which may require your filing a Notice of Intent with the State Water Resources Control Board under the General Permit to discharge storm water associated with construction activity, the preparation of a storm water pollution prevention plan, and monitoring program.

Exhibit "A":

- Attached and incorporated herein
- Available from City upon request.
- N/A – see Misc. Comments in Attachment "A".

Prepared By: Michael W. Miller
Michael W. Miller, Senior Civil Engineer

Date: 06/14/06

Approved By: Kenneth Ramage
Kenneth Ramage, City Engineer

Date: 6/14/06

ATTACHMENT "A"

The engineering considerations checked below shall be made a condition of approval of the subject subdivision.

- 1) Minimum roadway design criteria shall be as follows:

	<u>Street</u>	<u>Classification</u>	<u>Traffic Index</u>	<u>Asphalt Concrete</u>	<u>Aggregate Base</u>	<u>Sidewalk Width</u>	<u>Configuration</u>
a)	Cul-de-sacs	32' Local	4.5	2"	4"	4 ft	Parkway/Adjacent In Bulb
b)	Local Streets	56' Local	5.0	2"	4"	5 ft	Parkway
c)	Tulare Avenue	110' Arterial	10.5	4"	8"	5 ft	Parkway
d)		-	-	-	-	-	-
e)		-	-	-	-	-	-
f)		-	-	-	-	-	-

- 2) A master plan for street layout for the entire development shall be submitted for approval prior to approval of any portion thereof.

- 3) Backing lot treatment shall apply to the following frontages:

Tulare Avenue.

- 4) Waiver of direct access rights as follows:

Tulare Avenue, Cromley Street between Tulare Avenue and Madalyn Avenue.

- 5) The development shall incorporate the following traffic calming measures:

Traffic circle at intersection of Madalyn Avenue/Cromley Street. Curb bulb-outs at intersections of Capistrano Avenue/Cromley Street, Capistrano Avenue/Limberlost Street, Capistrano Avenue/Dunlap Street and Capistrano Avenue/Valley Street as shown on tentative map. Additional curb bulb-outs to be installed at intersections of Piedmont Avenue/Shenandoah Street and Madalyn Avenue/Shenandoah Street.

- 6) The development shall incorporate the following bicycle/pedestrian facilities:

Class 2 Bike Lane markings shall be installed on Tulare Avenue.

- 7) A Traffic Impact Study (TIS) identifying the project impacts and proposed mitigation measures shall be submitted to both the City and the Tulare County Association of Governments (TCAG) for review, and shall be subject to the approval of the City Engineer. The TIS shall be in conformance with Caltrans "Guide For The Preparation of Traffic Impact Studies", shall utilize the current transportation modeling forecasts provided by TCAG, and shall specifically address the project impacts and any appropriate mitigations to the following facilities:

- 8) The Developer shall submit a plan for landscaping/street trees and irrigation along streets with backing lot treatment to be approved by the Director of Parks and Community Services.

- 9) The sanitary sewer alignments shall be 6 feet north and/or east of street centerline, unless other alignments are approved by the City Engineer, or as follows: _____.

- 10) A master plan for sanitary sewer for the entire development shall be submitted for approval prior to approval of any portion of the system.
- 11) A master plan for storm drainage for the entire development shall be submitted for approval prior to approval of any portion of the system.
- 12) The storm drain alignments shall be 11 feet south and/or west of centerline unless other alignments are approved by the City Engineer, or as follows: _____.
- 13) The water main alignments shall be 6 feet south and/or west of street centerline, unless other alignments are approved by the City Engineer, or as follows: _____.
- 14) A master plan for water for the entire development shall be submitted for approval prior to approval of any portion of the system.
- 15) Individual 1-1/2" water services with meter boxes shall be installed to all R-M-2 lots.
- 16) Miscellaneous Comments:
If applicable, existing irrigation ditches and/or canals shall be piped or relocated outside the project boundaries per the direction of the City Engineer and affected Irrigation District. Related irrigation facilities shall be subject to the same requirements for piping or relocation.

ATTACHMENT "B"

The Developer shall pay to the City at the time of approval of the final map all applicable fees, including, but not limited to, those checked below:

Benefit Districts

- 1) Sewer front foot charges: \$ If line already installed per front foot.
- 2) Sewer Lift Station Fee of \$ _____ per acre.
- 3) Water front foot charges: \$ _____ per front foot.
- 4) Street front foot charges: \$ _____ per front foot.
- 5) Other: _____.

Special In-Lieu Fees

- 6) Traffic Signals Fee: \$ _____.
- 7) TID Ditch Piping Fee: \$ _____.
- 8) Sewer Main Fee: \$ _____.
- 9) Water Main Fee: \$ _____.
- 10) Street Fee: \$ _____.
- 11) Other Fees: \$ _____.

Plan Check, Inspection, and Impact Fees

- 12) Engineering Inspection Fee to be based on a percentage of the estimated cost of construction.
- 13) Development Impact Fees to be paid with Building Permit.
- 14) Engineering Plan Review Fee to be paid at time of submittal.
- 15) Final Map Plan Check Fee to be paid at time of submittal.

All fees shall be based on the current fee schedule in effect at the time of recordation of the final map.

**TULARE FIRE DEPARTMENT
FIRE PREVENTION BUREAU**

SITE ADDRESS: East of Enterprise on Tulare Ave.

DATE: January 23, 2004

DBA: N/A

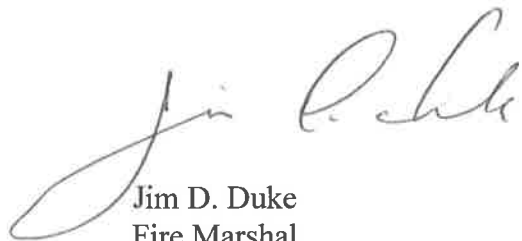
OWNER: Robert & Richard Bender

ARCHITECT/ENGINEER: Provost and Pritchard Inc.

PLAN CORRECTION COMMENTS

The Fire Prevention Bureau convey the following comments regarding Preliminary Review of this Subdivision Annexation:

- 1) Provide for access to future developments as required by Section 902 of the 2001 California Fire Code.
- 2) Provide for water supplies and fire hydrants for future developments as required by Section 903 of the 2001 California Fire Code.
- 3) The required width of fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. CFC Sec. 902.2.1, CFC Sec. 902.2.2



Jim D. Duke
Fire Marshal

AGENDA ITEM: Consent 6

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering / Project Management

For Council Meeting of: April 20, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the City Manager to complete and execute the documents necessary to purchase property located at the northwest corner of West Street and Pleasant Avenue as a portion of APN 168-010-024 in the amount of \$16,200.00 for the use of public right-of-way for Project EN0084 – Pleasant Avenue Improvements Project, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The Pleasant Avenue Improvement Project addresses pavement and utility infrastructure improvements along Pleasant Avenue between Enterprise Street and 'H' Street. At its June 4, 2019 meeting, Council provided direction to include provisions for a future traffic signal at the intersection of Pleasant Avenue and West Street. Accordingly, the project makes necessary curb, gutter, ramp, and sidewalk improvements to facilitate a future traffic signal. With construction of the project, signal poles and luminaires will be installed along with underground conduits in preparation for full traffic signal improvements either as part of the project or in the future. Full traffic signal build-out is included as an alternative bid item with the current project.

To construct the project the City needs to acquire additional property to place the proposed curb and gutter improvements and signal poles with luminaires in their ultimate locations. Additionally, the offset in the centerline alignment of Pleasant Avenue is being reduced both east and west of West Street to provide for a smoother flow of vehicular traffic through the intersection once it is fully signalized. To remove the offset, the centerlines and curb lines are being curved southerly to the west of the intersection, and northerly to the east of the intersection. The change in alignment requires the City to acquire additional property.

In addition, West Street north of the intersection is being widened to its ultimate width for a short length. The paved roadway will transition back to the narrower West Street section immediately north of the first driveway on the west side of West Street. Furthermore, to allow the underground utility district to locate facilities at their ultimate location, the City is acquiring the full width along the entire frontage for the parcel at the northwest corner. The acquisition of the ultimate right of way will allow the City to widen West Street as conditions dictate in the future.

The subject property is located on the northwest corner of Pleasant Avenue and West Street. Mr. and Mrs. William Lawrence, the property owners, have worked cordially with City staff

through the acquisition process, and have agreed to sell the additional property for \$16,200.00 according to the terms contained in the City's Real Property Purchase and Sale Agreement. The area being purchased by the City is 1,519 square feet, and a temporary construction easement of 291 square feet is being acquired to accommodate construction. The property is improved with a house, driveways, landscaping, and irrigation. The driveways accessing Pleasant Avenue and West Street will be impacted by the Project's improvements and as part of the construction project will be modified at the City's expense to accommodate the signal equipment and intersection improvements. The West Street frontage and corner landscaping, irrigation and hardscape will be impacted by the Project's improvements and are scheduled to be removed. As part of the agreement, the value of the landscaping, irrigation and hardscape being removed is included with the compensation.

STAFF RECOMMENDATION:

Authorize the City Manager to complete and execute the documents necessary to purchase property located at the northwest corner of West Street and Pleasant Avenue as a portion of APN 168-010-024 in the amount of \$16,200.00 for the use of public right-of-way for Project EN0084 – Pleasant Avenue Improvements Project, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

FUNDING SOURCE/ACCOUNT NUMBER:

EN0084-040-0999

Submitted by: James L. Funk

Title: Project Manager

Date: April 13, 2021

City Manager Approval: RH

EXHIBIT A

That portion of Lot 10 of Russell Colony, according to the map thereof recorded in Book 4 of Maps at Page 15, Tulare County Records, in the City of Tulare, County of Tulare, State of California, described as follows:

Beginning at the Southeast corner of said Lot 10, being the intersection of the North line of Pleasant Avenue with the West line of West Street, also being a point lying 30 feet West of the East line of Section 4, Township 20 South, Range 24 East, Mount Diablo Base and Meridian, and 30 feet North of the centerline of said Pleasant Avenue; thence

South 89°44'44" West, along said North line of Pleasant Avenue, 20.67 feet; thence

North 37°34'54" East, 11.96 feet, more or less, to a point lying 43.50 feet West of said East line of Section 4, measured at right-angles thereto; thence

North 0°44'51" East, parallel with said East line, 100.57 feet, more or less, to the North line of that parcel described in the Interspousal Transfer Deed recorded as Instrument 2015-0008710, Official Records of Tulare County; thence

North 89°44'44" East, along last said North line, 13.50 feet to said West line of West Street; thence

South 0°44'51" West, along said West line, 110.02 feet to the POINT OF BEGINNING.

Containing an area of 1,519 square feet, more or less.

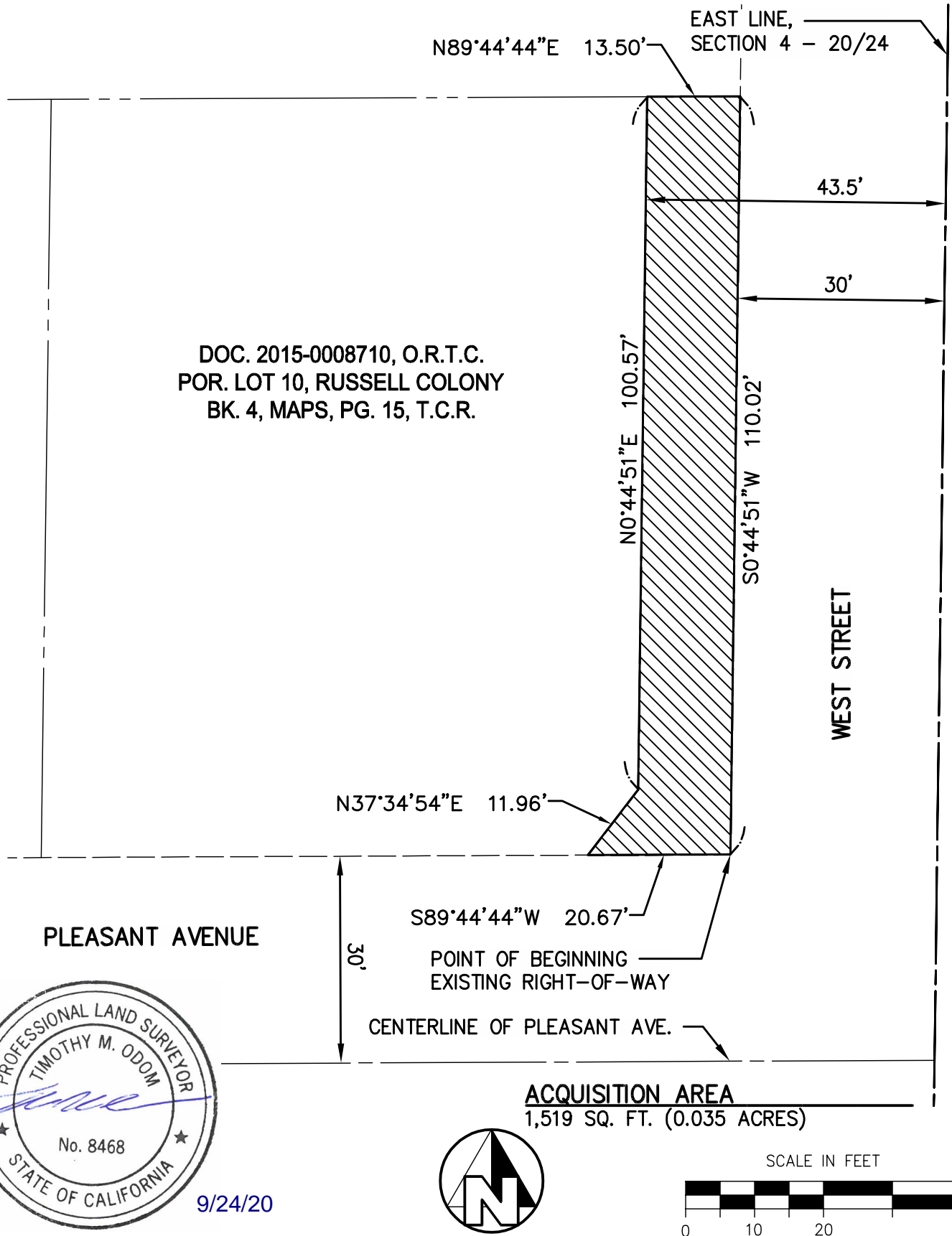
APN 168-010-024 (portion)

END OF DESCRIPTION

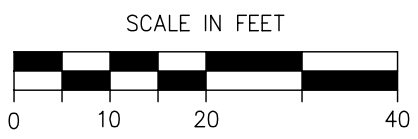


9/24/20

EXHIBIT 'B'



9/24/20



9/24/2020 9:38 AM G:\Tulare_City_of-154318003-Pleasant_Ave\DWG\EXHIBIT\Row_Acquisition_168-010-024.dwg -Tim Odom

EST. 1968

PROVOST & PRITCHARD

CONSULTING GROUP

An Employee Owned Company

APN 168-010-024
 PORTION OF LOT 10, RUSSELL COLONY
 BK. 4, MAPS, PG. 15, TULARE COUNTY RECORDS
 CITY OF TULARE, COUNTY OF TULARE

EXHIBIT B

LAND SURVEYOR:
 TIMOTHY M. ODOM
 DATE: 9/23/20
 JOB NO: 154318003
 SHEET **1** OF **1**

EXHIBIT A-2

That portion of Lot 10 of Russell Colony, according to the map thereof recorded in Book 4 of Maps at Page 15, Tulare County Records, in the City of Tulare, County of Tulare, State of California, described as follows:

Commencing for reference at the Southeast corner of said Lot 10, being the intersection of the North line of Pleasant Avenue with the West line of West Street, also being a point lying 30 feet West of the East line of Section 4, Township 20 South, Range 24 East, Mount Diablo Base and Meridian, and 30 feet North of the centerline of said Pleasant Avenue; thence

South 89°44'44" West, along said North line of Pleasant Avenue, 20.67 feet to the TRUE POINT OF BEGINNING; thence

North 37°34'54" East, 11.96 feet, more or less, to a point lying 43.50 feet West of said East line of Section 4, measured at right-angles thereto; thence

North 0°44'51" East, parallel with said East line, 45.94 feet; thence

North 89°15'09" West, 5.00 feet; thence

South 0°44'51" West, parallel with said West line, 44.27 feet; thence

South 37°34'54" West, 14.18 feet to a point on said North line of Pleasant Avenue; thence

North 89°44'43" East, along last said North line, 6.33 feet to the TRUE POINT OF BEGINNING.

Containing an area of 291 square feet, more or less.

APN 168-010-024 (portion)

END OF DESCRIPTION



EXHIBIT 'B'

EAST LINE,
SECTION 4 - 20/24

DOC. 2015-0008710, O.R.T.C.
POR. LOT 10, RUSSELL COLONY
BK. 4, MAPS, PG. 15, T.C.R.



1/4/21

N89°15'09"W 5.00'

S89°44'44"W 13.50'

43.5'

30'

N0°44'51"E 110.02'

WEST STREET

S0°44'51"W 44.27'

N0°44'51"E 45.94'

S37°34'54"W 14.18'

N89°44'44"E 20.67'

N89°44'43"E 6.33'
TRUE POINT OF BEGINNING

N37°34'54"E 11.96'

PLEASANT AVENUE

POINT OF COMMENCEMENT
EXISTING RIGHT-OF-WAY

CENTERLINE OF PLEASANT AVE.

30'

LEGEND



ADDITIONAL RIGHT-OF-WAY
(BY SEPARATE INSTRUMENT)

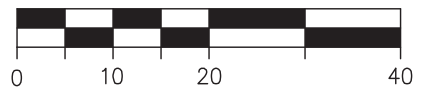


TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT AREA
291 SQ. FT.



SCALE IN FEET



EST. 1968
PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company

APN 168-010-024
PORTION OF LOT 10, RUSSELL COLONY
BK. 4, MAPS, PG. 15, TULARE COUNTY RECORDS
CITY OF TULARE, COUNTY OF TULARE

EXHIBIT B

LAND SURVEYOR:
TIMOTHY M. ODOM
DATE: 1/4/21
JOB NO: 154318003
SHEET **1** OF **1**



Office of the City Clerk

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, that the interest in real property conveyed by the **Grant Deed** dated _____, from **William L. Lawrence and Mary Elsie Lawrence**, to the City of Tulare, Municipal Corporation of the State of California, was duly accepted by the City Council of the City of Tulare on **April 20, 2021** and by the same order of the City Council of the City of Tulare, the City Manager was instructed to execute this certificate of acceptance to be recorded with the **Grant of Deed**.

CITY OF TULARE

By
City Manager

ATTEST:

Chief Deputy City Clerk