DATE: June 19, 2019

TO: Honorable Mayor and City Council Members

FROM: Keith Helmuth, City Engineer

SUBJECT: 06/19/2019 City Council Meeting
Late Distribution of Report for Item B-9

Attached are five revised Landscape Maintenance District Covenants that are associated with two different projects, which are part of Attachment No. 2 to the staff report. The covenants were edited to remove subordination recitals that were found to be a concern to the project representatives. The City Engineer determined and the City Attorney confirmed that the recitals, while having been in covenants for at least 10 years, were not needed.

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

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

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

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

NOW, THEREFORE, it is agreed:

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

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

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

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed $247.90. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to
an amount consistent with the assessment prior to the reduction plus the total change in
the ENRCC Index plus two percent per year but only to the degree necessary to cover actual
and reasonable costs.

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

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

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

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

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

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

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

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

CITY OF MADERA:
By: __________________________
   Andrew J. Medellin, Mayor

APPROVED AS TO FORM:
By: __________________________
   Hilda Cantu Montoy, City Attorney

ATTEST:
By: __________________________
   Claudia Mendoza, Interim City Clerk

APPROVED:
By: __________________________
   Keith B. Helmuth,
   City Engineer

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

NOTARY ACKNOWLEDGEMENT REQUIRED
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of ___________

On ______________ before me, ______________, Notary Public,

Date ______________

Here Insert Name and Title of the Officer

personally appeared _______________________

Name(s) of Signer(s)

who proved to me or 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 _______________________

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ____________________________

Document Date: ____________________________

Number of Pages: ________

Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: ____________________________

□ Corporate Officer — Title(s):

□ Partner — □ Limited □ General

□ Individual □ Attorney in Fact

□ Trustee □ Guardian or Conservator

□ Other: ____________________________

Signer Is Representing: ____________________________

□ Corporate Officer — Title(s):

□ Partner — □ Limited □ General

□ Individual □ Attorney in Fact

□ Trustee □ Guardian or Conservator

□ Other: ____________________________

Signer Is Representing: ____________________________

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EXHIBIT “A”

LEGAL DESCRIPTION

ALL that certain real property, being a portion of Lot 24 according to the map entitled “Map of Lankershim Colony and Addition to the Town of Madera”, filed for record February 5, 1869 in Volume 4 of Maps, at Page 31, Fresno County Records, and situate in the Southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, being more particularly described as follows:

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

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

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

Rién Groenewoud, P.L.S. 6946

11/14/17

MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES

MADERA H&HS 1 LLC
COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 51

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

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

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

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

NOW, THEREFORE, it is agreed:

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

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

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

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed $234.48. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to
an amount consistent with the assessment prior to the reduction plus the total change in
the ENRCC Index plus two percent per year but only to the degree necessary to cover actual
and reasonable costs.

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

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

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

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

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

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

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

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

CITY OF MADERA:

By: __________________________
    Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

By: __________________________
    Hilda Cantu Montoy, City Attorney

COVENANTOR:

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

NOTARY ACKNOWLEDGEMENT REQUIRED

ATTEST:

By: __________________________
    Claudia Mendoza, Interim City Clerk

APPROVED:

By: __________________________
    Keith B. Helmuth,
    City Engineer
CALIFORNIA ALL-PURPOSE 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 FRESNO                                    )
On JUNE 19, 2019 before me, M. SLATER, NOTARY PUBLIC.
Date                                               Here Insert Name and Title of the Officer
personally appeared JOHN MCCANN                    Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature                                             Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: __________________________ Document Date: __________________________
Number of Pages: _______ Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name:                                        Signer’s Name:
□ Corporate Officer — Title(s):                       □ Corporate Officer — Title(s):
□ Partner — □ Limited □ General                       □ Partner — □ Limited □ General
□ Individual □ Attorney in Fact                       □ Individual □ Attorney in Fact
□ Trustee □ Guardian or Conservator                   □ Trustee □ Guardian or Conservator
□ Other:                                               □ Other:
Signer Is Representing: ____________________________

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EXHIBIT "A"

LEGAL DESCRIPTION

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

BEGINNING at a point on the East-West centerline of said Section 20, being also a point on the North line of said Lot 24, from which the Northwest corner of said Lot 24, being also the West quarter corner of said Section 20, bears South 89°45'50" West 576.34 feet, said Point of Beginning bears also South 89°45'50" West 100.17 feet from the most Northerly common corner of said Lots 23 and 24;

thence along said East-West centerline and said North line of Lot 24 and the North line of said Lot 23, North 89°45'50" East 522.50 feet to a point which is South 89°45'50" West 224.19 feet from the Northeast corner of said Lot 23;

thence leaving last said East-West centerline and North line of Lot 23 and proceeding South 00°14'10" East 298.00 feet to a point which is 225.73 feet distant at right angles from the East line of said Lot 23;

thence parallel with and 298.00 feet distant at right angles from said East-West centerline South 89°45'50" West 149.00 feet to a point which is 374.73 feet distant at right angle from said East line;

thence South 00°14'10" East 43.50 feet to a point which is 374.95 feet distant at right angles from said East line;

thence parallel with and 341.50 feet distant at right angles from said East-West centerline South 89°45'50" West 373.50 feet to a point which is 101.89 feet distant at right angles from the common line of said Lots 23 and 24;

thence North 00°14'10" West 341.50 feet to the Point of Beginning.

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

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

Rien Groenewoud, P.L.S. 6946

MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES

MADERA H&HS 2 LLC
WHEREAS, Madera H&HS 3 LLC, a California Limited Liability Company, hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A”; and

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

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

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

NOW, THEREFORE, it is agreed:

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

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

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

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed $224.60. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to
an amount consistent with the assessment prior to the reduction plus the total change in
the ENRCC Index plus two percent per year but only to the degree necessary to cover actual
and reasonable costs.

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

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

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

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

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

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

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

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

CITY OF MADERA:

By: _____________________________
      Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

By: _____________________________
      Hilda Cantu Montoy, City Attorney

ATTEST:

By: _____________________________
      Claudia Mendoza, Interim City Clerk

APPROVED:

By: _____________________________
      Keith B. Helmuth,
      City Engineer

COVENANTOR:

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

NOTARY ACKNOWLEDGEMENT REQUIRED
CALIFORNIA ALL-PURPOSE 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 Fresno

On June 19, 2019 before me, M. Slater, Notary Public, personally appeared John McCann, 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

Signature of Notary Public

Place Notary Seal Above

Optional

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ____________________________________________________________________________________________
Document Date: __________________________________________________________________________________________________

Number of Pages: _______ Signer(s) Other Than Named Above: ______________________________________________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: ____________________________________________
☐ Corporate Officer — Title(s): ________________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____________________________

Signer is Representing: ____________________________________________________________________________________________

Signer’s Name: ____________________________________________
☐ Corporate Officer — Title(s): ________________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____________________________

Signer is Representing: ____________________________________________________________________________________________

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EXHIBIT “A”

LEGAL DESCRIPTION

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

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

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

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

Rien Groenewoud, P.L.S. 6946

MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES

MADERA H&HS 3 LLC
WHEREAS, Madera H&HS 4 LLC, a California Limited Liability Company, hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A”; and

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

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

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

NOW, THEREFORE, it is agreed:

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

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

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

4. The Covenantor consents to an annual assessment on the Subject Property
currently in an amount not to exceed $262.72. The Covenantor agrees that this assessment
is proportional to, and no greater than, the special benefit conferred on the Subject
Property by being annexed into the Landscape Maintenance District. The Covenantor also
consents to an annual change in the range of the assessment in the amount of the
Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The
Covenantor agrees that if such change in the range of the assessment is implemented less
frequently than an annual basis, the change may be based upon the total change in the
ENRCC Index since the most recent change in the assessment plus two percent per year.
The Covenantor further agrees that temporary decreases in assessment do not represent
a waiver of other provisions of this covenant and that the assessment may later be reset to
an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

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

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

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

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

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

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

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

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

CITY OF MADERA:

By:  
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

By:  
Hilda Cantu Mcntoy, City Attorney

COVENANTOR:

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

NOTARY ACKNOWLEDGEMENT REQUIRED

ATTEST:

By:  
Claudia Mendoza, Interim City Clerk

APPROVED:

By:  
Keith B. Helmuth,
City Engineer
CALIFORNIA ALL-PURPOSE 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 Fresno

On June 19, 2019 before me, M. Slater, Notary Public, personally appeared John Mccahn, 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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________ Document Date: ____________________________
Number of Pages: ________ Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________

Signer is Representing: ____________________________

Signer’s Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________

Signer is Representing: ____________________________

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EXHIBIT “A”
LEGAL DESCRIPTION

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

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

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

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

Rien Groenewoud, P.L.S. 6946

MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES
MADERA H&HS 4 LLC
COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 51

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

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

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

WHEREAS, said resolution requires that maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City’s Landscape Maintenance District.
NOW, THEREFORE, it is agreed:

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

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

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

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed $33.20. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the
ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

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

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

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

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

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

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

11. The provisions of this Covenant shall be deemed independent and severable
and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof.

Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: ____________

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

CITY OF MADERA:

By: __________________________
    Andrew J. Medellin, Mayor

COVENANTOR:

By: __________________________
    Shawn Bidsal
    First Priority Funding, LLC

APPROVED AS TO FORM:

By: __________________________
    Hilda Cantu Montoy, City Attorney

NOTARY ACKNOWLEDGEMENT REQUIRED

ATTEST:

By: __________________________
    Claudia Mendoza, Interim City Clerk

APPROVED:

By: __________________________
    Keith B. Helmuth,
    City Engineer
EXHIBIT “A”

Legal Description

STARBUCKS DRIVE-THRU & OUTDOOR PATIO

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

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

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

THENCE NORTH 89°59’33” EAST, A DISTANCE OF 235.24 FEET, ALONG THE NORTHERLY LINE OF OLIVE AVENUE TO A POINT THAT SAID NORTHERLY LINE INTERSECTS WITH A LINE RUNNING THROUGH THE POINT OF BEGINNING OF THIS DESCRIPTION AND IS PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK 18;
THENCE ALONG SAID PARALLEL LINE, NORTH 39°53’00” WEST, A DISTANCE OF 193.35 FEET TO THE POINT OF BEGINNING.

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