



**REGULAR MEETING AGENDA  
OF THE  
ARVIN CITY COUNCIL / SUCCESSOR AGENCY TO THE  
ARVIN COMMUNITY REDEVELOPMENT AGENCY / ARVIN HOUSING  
AUTHORITY / ARVIN PUBLIC FINANCING AUTHORITY**

**TUESDAY MARCH 12, 2019 6:00p.m.  
CITY HALL COUNCIL CHAMBERS  
200 CAMPUS DRIVE, ARVIN**

**CALL TO ORDER**

Mayor Jose Gurrola

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

\*\*\*\*\*

**ROLL CALL**

Jose Gurrola	Mayor
Jazmin Robles	Mayor Pro Tem
Gabriela Martinez	Councilmember
Olivia Trujillo	Councilmember
Mark S. Franetovich	Councilmember

\*\*\*\*\*

**STAFF**

Richard G. Breckinridge	City Manager/Interim Chief of Police
Shannon L. Chaffin	City Attorney – Aleshire & Wynder
Jeff Jones	Finance Director
Adam Ojeda	City Engineer
Cecilia Vela	City Clerk

## **PUBLIC COMMENTS:**

The meetings of the City Council and all municipal entities, commissions, and boards (“the City”) are open to the public. At regularly scheduled meetings, members of the public may address the City on any item listed on the agenda, or on any non-listed matter over which the City has jurisdiction. At special or emergency meetings, members of the public may only address the City on items listed on the agenda. The City may request speakers to designate a spokesperson to provide public input on behalf of a group, based on the number of people requesting to speak and the business of the City.

In accordance with the Brown Act, all matters to be acted on by the City must be posted at least 72 hours prior to the City meeting. In cases of an emergency, or when a subject matter needs immediate action or comes to the attention of the City subsequent to the agenda being posted, upon making certain findings, the City may act on an item that was not on the posted agenda.

## **AGENDA STAFF REPORTS AND HANDOUTS:**

Staff reports and other disclosable public records related to open session agenda items are available at City Hall, 200 Campus Drive, Arvin, CA 93203 during regular business hours.

## **CONDUCT IN THE CITY COUNCIL CHAMBERS:**

### **Rules of Decorum for the Public**

Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the City meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the presiding officer or a majority of the City, be subject to ejection from the meeting per Gov. Code Sect. 54954.3(c).

### **Removal from the Council Chambers**

Any person who commits the following acts in respect to a meeting of the City shall be removed from the Council Chambers per Gov. Code Sect. 54954.3(c).

- (a) Disorderly, contemptuous or insolent behavior toward the City or any member thereof, tending to interrupt the due and orderly course of said meeting;
- (b) A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting;
- (c) Disobedience of any lawful order of the Mayor, which shall include an order to be seated or to refrain from addressing the City; and
- (d) Any other unlawful interference with the due and orderly course of said meeting.

---

### **AMERICANS with DISABILITIES ACT:**

In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk’s office, (661) 854-3134. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

## 1. Approval of Agenda as To Form.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Martinez \_\_\_\_ CM Trujillo \_\_\_\_ CM Franetovich \_\_\_\_ MPT Robles \_\_\_\_ Mayor Gurrola \_\_\_\_

## 2. PUBLIC COMMENTS

(This is the opportunity for the public to address the City Council on any matter on the agenda or any item of interest to the public that is within the subject matter jurisdiction of the City Council.)

## 3. PRESENTATION(S)

A. Presentation of Certificates of Appreciation Honoring Arvin High School Girls' Soccer Team.

B. Presentation Honoring Former Councilmember Jess Ortiz.

## 4. CONSENT AGENDA ITEM(S)

A. Approval of Demand Register(s) of February 23, 2019 – March 08, 2019.

B. Approval of Payroll Register(s) of March 08, 2019.

C. Approval of the Minutes of the Regular Meeting(s) of February 26, 2019.

D. Approval of a Proclamation proclaiming April 2019 as DMV/Donate Life California Month.

E. Approval of A Resolution of the City Council of the City of Arvin Affirming the Kern Council of Governments Governing Board Policy to Finish State Route 46: The Fourth and Final 56.3 Mile Segment of the 33-Mile Safety Widening Project with Pedestrian Improvements on State Route 46 (Herein Segment 4b) Through the Disadvantaged Community of Lost Hills, Connecting I-5 to the Existing 4 Lane Segment.

F. Approval of A Resolution of the City Council of the City of Arvin for the Approval and Recordation of Final Map for Tract 5816 Phase 10B and Approval of Subdivision Improvement Agreement with LeOra, LLC.

G. Approval of Letters of Support (Salas):

AB 17 - Voter Protection Act

AB 239 - California Community Colleges Registered Nursing Programs

AB 299 - Ballot Accountability

**H. Approval of A Resolution of the City Council of the City of Arvin Initiating A General Plan Amendment to Add A Water Element.**

Staff recommends approval of the Consent Agenda.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Martinez \_\_\_ CM Trujillo \_\_\_ CM Franetovich \_\_\_ MPT Robles \_\_\_ Mayor Gurrola \_\_\_

**5. PUBLIC HEARING(S)**

**A.** A Public Hearing to Consider Introduction of An Ordinance of the City Council of the City of Arvin Adding Subsection Q of Section 17.080.020 (Permitted Uses) of Chapter 17.08 (One-Family Dwelling Zone) of Title 17 (Zoning), of the Arvin Municipal Code to Establish Standards and Criteria for Neighborhood Serving Commercial Uses in Conjunction with Existing and/or Proposed Single Family Residential Uses, and Adopting an Exemption Pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 1506(B)(3). (City Planner)

Staff recommends the City Council consider introducing the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the Ordinance.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Martinez \_\_\_ CM Trujillo \_\_\_ CM Franetovich \_\_\_ MPT Robles \_\_\_ Mayor Gurrola \_\_\_

**6. CITY COUNCIL, SUCCESSOR AGENCY, AND ARVIN PUBLIC FINANCING AUTHORITY ITEM(S)**

**A.** Consideration and Approval of A Joint Resolution of the City Council of the City of Arvin, the Successor Agency to the Arvin Community Redevelopment Agency, and the Board of Directors of the Arvin Public Financing Authority Approving the Adoption of A Debt Management Policy. (Finance Director)

Staff recommends approval of the Resolution, which would allow the City to comply with state law requiring adoption of a debt policy prior to issuing debt.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: AM Martinez \_\_\_ AM Trujillo \_\_\_ AM Franetovich \_\_\_ AM Robles \_\_\_ Chair/President Gurrola \_\_\_

- B.** Consideration and Approval of A Resolution of the Successor Agency to the Arvin Community Redevelopment Agency Approving the Issuance of Refunding Bonds in Order to Refund Certain Outstanding Bonds of the Former Arvin Community Redevelopment Agency, Approving the Execution and Delivery of an Indenture of Trust Relating Thereto, Requesting Approval by the Countywide Oversight Board for the County of Kern of the Issuance of the Refunding Bonds, Requesting Certain Determinations by the Countywide Oversight Board for the County of Kern, and Providing for Other Matters Properly Relating Thereto. (Finance Director)

Staff recommends approval of the Resolution approving the issuance of Refunding Bonds by the Successor Agency.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: AM Martinez \_\_\_\_ AM Trujillo \_\_\_\_ AM Franetovich \_\_\_\_ AM Robles \_\_\_\_ Chair Gurrola \_\_\_\_

**7. STAFF REPORTS**

**A.** Veolia Water - Annual Wastewater System Report FY '18 – '19 (Dale Ducharme, Veolia Water)

**B.** Monthly Financial Report – January 2019 (Finance Director)

**8. COUNCIL MEMBER COMMENTS**

**9. ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the Arvin City Council Chambers Bulletin Board not less than 72 hours prior to the meeting. Dated March 08, 2019.



Cecilia Vela, City Clerk

**Edit List of Invoices - Summary**

DEMAND LIST 2.25.19

**4.A.1**

Date: 02/25/2019

Time: 1:48 pm

Page: 1

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
48803	BANK OF AMERICA - CC		02/25/2019		02/22/2019	CC TRANSACTIONS 12.26-11.25.19	3,355.45
						CC TRANSACTIONS 1.25.19	3,355.45
						Vendor Total:	3,355.45
48804	RITA CORRAL		02/25/2019		02/25/2019	GET BUS AIRBRAKES 2.1.19	101.68
						AIRBRAKES TRAINING 2.1.19	101.68
						Vendor Total:	101.68
48802	FASTRIP		02/25/2019		02/25/2019	BUSINESS LICENSE REIMBURSEI	50.00
						RECEIPT REIMBURSEMENT #32502	50.00
						Vendor Total:	50.00
48801	KAISER PERMANENTE		02/25/2019		02/25/2019	MEDICAL BENEFIT MARCH 2019	20,791.42
						CUST ID: 000300785-000 03/19	20,791.42
						Vendor Total:	20,791.42
48800	KERN TROPHIES		02/25/2019		02/01/2019	OFFICE SUPPLIES-ENGRAVING	25.74
						64249	25.74
						Vendor Total:	25.74
48797	PG & E		02/25/2019		02/25/2019	ELECTRIC SVC. JAN.-FEB. 2019	12,822.27
						ELECTRIC SVC. JAN.-FEB. 2019	12,822.27
48798	PG & E		02/25/2019		02/25/2019	7TH PAYMENT ARRANGEMENT 2019	1,147.69
						7TH PAYMENT ARRANGEMENT 2019	1,147.69
						Vendor Total:	13,969.96
48799	CECILIA VELA		02/25/2019		02/25/2019	OFFICE SUPPLIES 2.22.19	129.20
						OFFICE SUPPLIES 2.22.19	129.20
						Vendor Total:	129.20
Grand Total:							38,423.45
Less Credit Memos:							0.00
Net Total:							38,423.45
Less Hand Check Total:							3,355.45
Outstanding Invoice Total:							35,068.00
Total Invoices: 8							

Attachment: Demand Register(s) of February 23, 2019 - March 08, 2019 (Demand Register(s) of February 23, 2019 - March 08, 2019.)

**Edit List of Invoices - Summary**

DEMAND LIST 2.27.19

**4.A.1**

Date: 02/27/2019

Time: 11:17 am

Page: 1

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
48805	COUNTY CLERK		02/27/2019		02/27/2019	FILLING ORDINANCE AMEND.	
						ORDINANCE AMEND. TITLE 17	50.00
48806	COUNTY CLERK		02/27/2019		02/27/2019	ORDINANCE AMEND. TITLE 17	
						ORDINANCE AMEND TITLE 17	2,404.75
						Vendor Total:	2,454.75

Grand Total: 2,454.75

Less Credit Memos: 0.00

Net Total: 2,454.75

Less Hand Check Total: 0.00

Outstanding Invoice Total: 2,454.75

Total Invoices: 2

Attachment: Demand Register(s) of February 23, 2019 - March 08, 2019 (Demand Register(s) of February 23, 2019 - March 08, 2019.)

**Edit List of Invoices - Summary**

DEMAND LIST 03.06.19

**4.A.1**

Date: 03/06/2019

Time: 3:54 pm

Page: 1

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
48807	AFLAC	393932	03/06/2019		02/11/2019	AFLAC SVC. FEB. 2019	305.82
						Vendor Total:	<u>305.82</u>
48808	ALESHIRE & WYNDER, LLP		03/06/2019		03/06/2019	COA LEGAL SVC. JAN. 2019	10,771.50
		COA LEGAL SVC. JAN. 2019				Vendor Total:	<u>10,771.50</u>
48809	ARVIN COMM SERVICES DIST		03/06/2019		03/06/2019	COA SVC. 1.23.19-2.20.19	5,083.69
		COA SVC. 1.23.19-2.20.19				Vendor Total:	<u>5,083.69</u>
48810	AT&T		03/06/2019		02/01/2019	CALNET3 A#9391060015 JAN. 2019	188.06
48811	AT&T		03/06/2019		02/01/2019	CALNET3 A#9391059040 JAN. 2019	271.20
48812	AT&T		03/06/2019		02/13/2019	CALNET3 A#9391056024 1.13-2.12	521.58
48813	AT&T		03/06/2019		02/13/2019	CALNET3 A#9391033189 1.13-2.12	360.90
						Vendor Total:	<u>1,341.74</u>
48891	BAKERSFIELD CALIFORNIAN	1ARV05 2711878	03/06/2019		02/28/2019	PUBLICATIONS FEB. 2019	1,627.30
						Vendor Total:	<u>1,627.30</u>
48815	BAKERSFIELD TEAM LOCKSMITHING	69076	03/06/2019		03/04/2019	AP19-0257 LOCKSMITH SVC.	225.00
						Vendor Total:	<u>225.00</u>
48816	BLACKBURN OIL COMPANY LLC		03/06/2019		02/28/2019	FUEL USAGE REPORT FEB. 2019	6,508.08
		FUEL USAGE REPORT FEB. 2019				Vendor Total:	<u>6,508.08</u>
48818	C & T AUTOMOTIVE, INC	900025966	03/06/2019		02/25/2019	MAINTENANCE FLEET #268	91.82
48819	C & T AUTOMOTIVE, INC	900025967	03/06/2019		02/12/2019	MAINTENANCE FLEET #274	227.95
48820	C & T AUTOMOTIVE, INC	900025989	03/06/2019		02/27/2019	MAINTENANCE FLEET #266	45.12
48821	C & T AUTOMOTIVE, INC	900026002	03/06/2019		01/01/2019	MAINTENANCE FLEET #279	606.50
48822	C & T AUTOMOTIVE, INC	900026003	03/06/2019		03/01/2019	MAINTENANCE FLEET #271	45.12
						Vendor Total:	<u>1,016.51</u>
48817	CHIEF	163130	03/06/2019		02/21/2019	MAINTENANCE UNIT 265 & 268	482.49
						Vendor Total:	<u>482.49</u>
48823	CLARK PEST CONTROL		03/06/2019		02/13/2019	PEST CONTROL-COM.CENTER2.1	100.00
48824	CLARK PEST CONTROL		03/06/2019		02/13/2019	PEST CONTROL-VETS HALL 2.13.	80.00
						Vendor Total:	<u>180.00</u>
48825	CLEAN CUT LANDSCAPE MANAGEMENT	1829	03/06/2019		02/28/2019	LANDSCAPE MAINTENANCE LLMI	2,680.00
48826	CLEAN CUT LANDSCAPE MANAGEMENT	1830	03/06/2019		02/28/2019	LANDSCAPE MAINTENANCE LLMI	645.00
48827	CLEAN CUT LANDSCAPE MANAGEMENT	1846	03/06/2019		02/25/2019	LANDSCAPE MAINTENANCE LLMI	60.00

Attachment: Demand Register(s) of February 23, 2019 - March 08, 2019 (Demand Register(s) of February 23, 2019 - March 08, 2019.)

**Edit List of Invoices - Summary**

DEMAND LIST 03.06.19

**4.A.1**

Date: 03/06/2019

Time: 3:54 pm

Page: 2

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
48828	CLEAN CUT LANDSCAPE MANAGEMENT	1847	03/06/2019		02/25/2019	LANDSCAPE MAINTENANCE LLMI	35.00
						Vendor Total:	3,420.00
48829	COMMUNICATION ENTERPRISES	1097891	03/06/2019		03/01/2019	LTR 450 PAMPA DISPATCH-TRANS	135.00
48830	COMMUNICATION ENTERPRISES	1097892	03/06/2019		03/01/2019	LTR 450 PAMPA DISPATCH-M&I DE	165.00
						Vendor Total:	300.00
48831	COMPLETE HARDWARE STORE & MORE	237511	03/06/2019		02/21/2019	SUPPLIES-M&I DEPT.	41.65
48832	COMPLETE HARDWARE STORE & MORE	238214	03/06/2019		02/26/2019	SUPPLIES-FLEET#317	43.28
48833	COMPLETE HARDWARE STORE & MORE	238098	03/06/2019		02/25/2019	SUPPLIES-M&I DEPT.	1.50
48834	COMPLETE HARDWARE STORE & MORE	238162	03/06/2019		02/26/2019	HOTBOX SUPPLIES-M&I DEPT	4.85
48835	COMPLETE HARDWARE STORE & MORE	238222	03/06/2019		02/26/2019	HOTBOX SUPPLIES-M&I DEPT	8.65
						Vendor Total:	99.93
48836	FEDEX	6-459-06882	03/06/2019		03/06/2019	FEDEX SVC. COM.DEV.DEPT.	73.79
						Vendor Total:	73.79
48837	MARIA GARCIA	REIMBURSEMENT RECEIPT#32336	03/06/2019		03/06/2019	DEPOSIT REIMBURSEMENT 2.16.	100.00
						Vendor Total:	100.00
48838	GENERAL OFFICE	14107	03/06/2019		03/01/2019	METER READING PD/COMM.DEV.	401.64
						Vendor Total:	401.64
48839	GOLDEN EMPIRE TOWING INC	60549	03/06/2019		02/27/2019	TOWING SVC. AP19-0257	185.00
48840	GOLDEN EMPIRE TOWING INC	441954	03/06/2019		02/19/2019	TOWING SVC. FLEET#268	50.00
48841	GOLDEN EMPIRE TOWING INC	441958	03/06/2019		02/26/2019	TOWING SVC. FLEET#252	74.00
						Vendor Total:	309.00
48842	GRAINGER	9099623911	03/06/2019		02/26/2019	SUPPLIES-M&I DEPT.	4.93
						Vendor Total:	4.93
48844	GRANITE CONSTRUCTION	1542324	03/06/2019		02/25/2019	SUPPLIES-STREET REPAIR	750.36
						Vendor Total:	750.36
48843	HAAKER EQUIPMENT COMPANY	C49763	03/06/2019		02/20/2019	SENSOR DOOR LATCH	136.26
						Vendor Total:	136.26
48845	JAS PACIFIC	BI13092	03/06/2019		11/05/2018	INSPECTOR SVC. OCT. 2018	4,200.00
48846	JAS PACIFIC	PC 5203	03/06/2019		11/05/2018	PLANCHECK SVC. OCT. 2018	2,250.00
48847	JAS PACIFIC	BI 13107	03/06/2019		11/05/2018	PLANNER SVC. OCT. 2018	17,045.80
48848	JAS PACIFIC	PC 5228	03/06/2019		12/05/2018	PLANCHECK SVC. NOV. 2018	3,093.75

Attachment: Demand Register(s) of February 23, 2019 - March 08, 2019 (Demand Register(s) of February 23, 2019 - March 08, 2019.)

**Edit List of Invoices - Summary**

DEMAND LIST 03.06.19

**4.A.1**

Date: 03/06/2019

Time: 3:54 pm

Page: 3

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
48849	JAS PACIFIC		03/06/2019		12/05/2018	INSPECTOR SVC. NOV. 2018	
		BI 13142					3,600.00
48850	JAS PACIFIC		03/06/2019		12/05/2018	PLANNER SVC. NOV. 2018	
		BI 13141					19,318.32
48851	JAS PACIFIC		03/06/2019		01/05/2019	INSPECTOR SVC. DEC. 2018	
		BI 13152					3,300.00
48852	JAS PACIFIC		03/06/2019		01/05/2019	PLANCHECK SVC. DEC. 2018	
		PC 5256					2,325.00
48853	JAS PACIFIC		03/06/2019		01/05/2019	PLANNER SVC. DEC. 2018	
		BI 13153					13,602.20
48854	JAS PACIFIC		03/06/2019		02/05/2019	PLANCHECK SVC. JAN. 2019	
		PC 5271					4,162.50
48855	JAS PACIFIC		03/06/2019		02/05/2019	PLANNER SVC. JAN. 2019	
		BI 13184					18,513.85
48856	JAS PACIFIC		03/06/2019		02/05/2019	PLANNER SVC. JAN. 2019	
		BI 13183					4,200.00
						Vendor Total:	95,611.42
48857	JIM BURKE FORD		03/06/2019		02/18/2019	MAINTENANCE FLEET#285	
		175033C					325.00
48858	JIM BURKE FORD		03/06/2019		02/14/2019	MAINTENANCE FLEET#281	
		175635					418.95
48859	JIM BURKE FORD		03/06/2019		03/04/2019	MAINTENANCE FLEET#252	
		176036C					129.02
						Vendor Total:	872.97
48860	JTS TRUCKING REPAIR		03/06/2019		02/22/2019	MAINTENANCE FLEET#207	
		232040					46.79
48861	JTS TRUCKING REPAIR		03/06/2019		02/28/2019	MAINTENANCE FLEET#207	
		232355					180.00
48862	JTS TRUCKING REPAIR		03/06/2019		02/28/2019	MAINTENANCE FLEET#207	
		232357					896.18
48863	JTS TRUCKING REPAIR		03/06/2019		03/05/2019	MAINTENANCE FLEET#207	
		232566					180.00
						Vendor Total:	1,302.97
48864	KERN RIVER POWER EQUIPMENT INC		03/06/2019		01/29/2019	MAINTENANCE FLEET GRH	
		88319					85.00
						Vendor Total:	85.00
48865	MOUNTAINSIDE DISPOSAL		03/06/2019		03/01/2019	LANDFILL FEE MARCH 2019	
		532199					162.12
						Vendor Total:	162.12
48814	MUNISERVICES, LLC		03/06/2019		11/30/2018	STARS 2ND QTR. 2018	
		INV06-004500					500.00
						Vendor Total:	500.00
48866	OFFICE DEPOT		03/06/2019		02/13/2019	OFFICE SUPPLIES-POLICE DEPT.	
		273717324001					64.95
						Vendor Total:	64.95
48867	O'REILLY AUTOMOTIVE, INC		03/06/2019		02/25/2019	MAINTENANCE FLEET#303	
		4451-400269					10.71
						Vendor Total:	10.71
48868	PARAMOUNT PEST SERVICES		03/06/2019		03/06/2019	BUSINESS LICENSE REFUND	
		REIMBURSEMENT RECEIPT#32637					21.00
						Vendor Total:	21.00
48869	PG & E		03/06/2019		03/06/2019	A#9307046200-2 2.26.19	
		A#9307046200-2 2.26.19					21.03

Attachment: Demand Register(s) of February 23, 2019 - March 08, 2019 (Demand Register(s) of February 23, 2019 - March 08, 2019.)

**Edit List of Invoices - Summary**

DEMAND LIST 03.06.19

**4.A.1**

Date: 03/06/2019

Time: 3:54 pm

Page: 4

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	21.03
48870	QUAD KNOPF, INC	97615	03/06/2019		02/19/2019	BEAR MTN. BLVD-DERBY HSIP	180.00
						Vendor Total:	180.00
48871	SC COMMUNICATIONS, INC	8661	03/06/2019		02/21/2019	DISPATCH RADIOS-POLICE	295.00
						Vendor Total:	295.00
48873	SEQUOIA LAND COMPANY		03/06/2019		03/06/2019	DA2018-INCOMPLETE APPLICATIO	4,250.13
		RECEIPT#31673				Vendor Total:	4,250.13
48872	SINTRA GROUP	2019123	03/06/2019		03/01/2019	BACKGROUND INVESTIGATION	667.50
						Vendor Total:	667.50
48874	SO. CAL. GAS CO.		03/06/2019		03/06/2019	SVC. 01.25.19-2.26.19	1,773.53
		SVC. 1.25.19-2.26.19				Vendor Total:	1,773.53
48876	SPALDING MFG. INC.	20096JM	03/06/2019		02/13/2019	ASPHALT CLEANING-M&I DEPT.	166.89
						Vendor Total:	166.89
48875	SPARKLE TEXTILE RENTAL SERVICE		03/06/2019		03/06/2019	UNIFORM SVC. FEB. 2019	1,577.77
		UNIFORM SVC. FEB. 2019				Vendor Total:	1,577.77
48877	SPECTRUM BUSINESS		03/06/2019		03/06/2019	SVC MARCH 2019	104.33
		06979481022419				Vendor Total:	104.33
48878	STAPLES BUSINESS ADVANTAGE		03/06/2019		02/11/2019	OFFICE SUPPLIES-FINANCE DEP'	400.02
		7213249242-0-1					64.90
48879	STAPLES BUSINESS ADVANTAGE		03/06/2019		02/11/2019	OFFICE SUPPLIES-FINANCE DEP'	64.90
		7213249242-0-2					129.07
48880	STAPLES BUSINESS ADVANTAGE		03/06/2019		02/22/2019	OFFICE SUPPLIES-CITY HALL	129.07
		7213984803-0-1					29.54
48881	STAPLES BUSINESS ADVANTAGE		03/06/2019		01/24/2019	OFFICE SUPPLIES-CITY HALL	29.54
		7212254460-0-2					83.63
48882	STAPLES BUSINESS ADVANTAGE		03/06/2019		03/06/2019	OFFICE SUPPLIES-COMM.DEV.DE	83.63
		7212972892-0-1					56.13
48883	STAPLES BUSINESS ADVANTAGE		03/06/2019		02/08/2019	OFFICE SUPPLIES-COMM.DEV.DE	56.13
		7213168534-0-1					47.92
48884	STAPLES BUSINESS ADVANTAGE		03/06/2019		02/19/2019	OFFICE SUPPLIES-COMM.DEV.DE	47.92
		7213778419-0-1					73.33
48885	STAPLES BUSINESS ADVANTAGE		03/06/2019		02/06/2019	OFFICE SUPPLIES-TRANSIT	73.33
		7212748362-0-2					393.20
48886	STAPLES BUSINESS ADVANTAGE		03/06/2019		02/04/2019	OFFICE SUPPLIES-TRANSIT	393.20
		7212748362-0-1				Vendor Total:	1,277.74
48887	STELLARACTIVE	42223	03/06/2019		02/27/2019	MO. WEB HOSTING SVC.	414.00
						Vendor Total:	414.00
48888	SUPPLYWORKS	476476528	03/06/2019		02/05/2019	COA CLEANING SUPPLIES	2,478.69
						Vendor Total:	2,478.69

Attachment: Demand Register(s) of February 23, 2019 - March 08, 2019 (Demand Register(s) of February 23, 2019 - March 08, 2019.)

**Edit List of Invoices - Summary**

DEMAND LIST 03.06.19

**4.A.1**

Date: 03/06/2019

Time: 3:54 pm

Page: 5

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount	
48889	TEL-TEC SECURITY SYSTEMS	654504	03/06/2019		03/01/2019	ADOBE COMPLEX FIRE MARCH 2	55.00	
						Vendor Total:	55.00	
48890	THE ABM PRINT SHOP	437328	03/06/2019		02/19/2019	BUSINESS CARDS-COUNCIL	53.58	
						Vendor Total:	53.58	
48892	TYAK TIRES INC.	189466	03/06/2019		02/19/2019	MAINTENANCE FLEET#252	21.22	
						Vendor Total:	21.22	
48893	VEOLIA WATER NA - MAINT-NOTE	90185245	03/06/2019		02/11/2019	O&M WASTEWATER SVC. JAN. 20	126,968.71	
						Vendor Total:	126,968.71	
48894	VITERELLI, CHRISTINE		03/06/2019		03/06/2019	TRAINING 2.26.19-2.28.19	73.40	
						Vendor Total:	73.40	
48895	WELLS FARGO LEASE PMTS	5005966566	03/06/2019		02/26/2019	A#603-0154528-000 COMM.DEV.DI	242.32	
						Vendor Total:	242.32	
							Grand Total:	272,390.02
							Less Credit Memos:	0.00
							Net Total:	272,390.02
							Less Hand Check Total:	0.00
							Outstanding Invoice Total:	272,390.02
Total Invoices: 89								

Attachment: Demand Register(s) of February 23, 2019 - March 08, 2019 (Demand Register(s) of February 23, 2019 - March 08, 2019.)

## EARNINGS REPORT

4.B.1

Emp. Code Desc.: CITY OF ARVIN  
 From 03/08/2019 to 03/08/20  
 City of Arvin

PAYROLL 03-08-19

Date: 3/7/2019  
 Time: 14:24:56

Employee Name	Employee ID	15X	1X	1XFTO	25X	2X	3X	ADJ	ADLCO	Oth
		ADMLV	ALLOW	BERV	BNFT1	COMP	CTO	CTYWK	DEGRE	Tot
		DIFFL	FH	FTO	HLPER	HOL	HP1X	INSUR	JURY	
		LONG	MILIT	MISC	PBD	PBD3	PBDCO	PERE	PERS	
		PHALW	POST	PTO	REG	RETOT	RETRO	SCKCO	SEVR	
		SHOEA	SICK	SRO	STDBY	TRAIN	TUPGR	UACL	UAPEP	
		UNADV	URCL	URPEP	VAC	VACCO	VACTO	WRKCO	STLMT	
		ADPAY	SSWEP	PDADL						
<b>Grand Total:</b>	<b>Employee Count: 51</b>	0.00	14,992.63	0.00	0.00	1,945.02	0.00	0.00	0.00	0.0
		0.00	0.00	536.40	715.45	0.00	1,765.71	928.00	300.02	126,387.7
		219.98	0.00	193.84	0.00	0.00	0.00	1,494.16	0.00	
		1,931.92	0.00	0.00	35.44	690.86	0.00	0.00	0.00	
		300.00	637.47	0.00	85,372.49	1,472.76	3,512.88	0.00	0.00	
		0.00	1,688.91	0.00	0.00	53.64	90.18	0.00	0.00	
		90.78	0.00	0.00	59.82	0.00	0.00	3,119.24	0.00	
		0.00	173.70	4,066.40						

## COST REPORT

Emp. Code Desc.: CITY OF ARVIN  
 From 03/08/2019 to 03/08/20  
 City of Arvin

PAYROLL 03-08-19

Date: 3/7/2019  
 Time: 14:25:17

Employee Name	Employee ID	PER3E	FUTA	MC	MC1	PER1E	PER2D	PER2E	PER2M	Oth
		PERS3	PER5E	PER6E	PER9E	PERCP	PERS	PERS1	PERS2	Tot
		SUTA	PERS4	PERS5	PERS6	PERS8	PERS9	SS	SS1	
<b>Grand Total:</b>	<b>Employee Count: 51</b>	0.00	0.00	1,532.92	412.67	0.00	1,049.40	0.00	1,214.35	0.0
		1,162.57	119.59	0.00	0.00	736.29	0.00	0.00	2,181.68	22,397.1
		2,181.24	0.00	0.00	1,889.82	1,478.49	0.00	6,437.89	2,000.27	
		0.00								

Attachment: Payroll Register of March 08, 2019 (Payroll Register of March 08, 2019)

## REGULAR MEETING MINUTES

### ARVIN CITY COUNCIL / SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY / ARVIN HOUSING AUTHORITY / ARVIN PUBLIC FINANCING AUTHORITY

FEBRUARY 26, 2019

**CALL TO ORDER @ 5:30PM**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ROLL CALL: CM Martinez absent; All others present.**

**1. Approval of Agenda as To Form.**

**Motion to approve the agenda.**

Motion Mayor Gurrola

Second MPT Robles

Vote 4-0

**2. CLOSED SESSION ITEM(S)**

**A.** Conference with Labor Negotiators (Pursuant to Government Code §54957.6)  
City Negotiator: Pawan Gill, Director of Administrative Services  
Organizations: Arvin Police Officers Association (APOA) and Service  
Employees International Union (SEIU) Local 521

**B.** Public Employment (Pursuant to Government Code §54957)  
Title: Chief of Police

(Note: It is not anticipated there will be any announcements from closed session on this item.)

**CLOSED SESSION REPORT BY CITY ATTORNEY:**

**No reportable action.**

**3. PUBLIC COMMENTS**

(This is the opportunity for the public to address the City Council on any matter on the agenda or any item of interest to the public that is within the subject matter jurisdiction of the City Council.)

**NONE.**

**4. CONSENT AGENDA ITEM(S)**

**A.** Approval of Demand Register(s) of January 29, 2019 – February 22, 2019.

**B.** Approval of Payroll Register(s) of February 08, 2019 and February 22, 2019.



**B.** A Public Hearing to Consider Approval of A Resolution of the City Council of the City of Arvin Initiating Amendment(s) to the City’s Sphere of Influence (SOI) and Adopting a Negative Declaration. (City Planner)

Staff recommends to open the hearing, allow for public testimony, close the hearing and approve the Resolution.

**Hearing opened.**

**No public testimony.**

**Hearing closed.**

**Motion to approve the Resolution.**

Motion Mayor Gurrola

Second CM Trujillo

Vote 4-0

**Resolution No. 2019-11**

**C.** A Public Hearing to Consider Approval of A Resolution of the City Council of the City of Arvin Declaring There Are No Unmet Transit Needs That Can Be Reasonably Met Within The City of Arvin. (Finance Director)

Staff recommends to open the hearing, allow for public testimony, close the hearing and approve the Resolution.

**Hearing opened.**

**No public testimony.**

**Hearing closed.**

**Motion to approve the Resolution.**

Motion Mayor Gurrola

Second CM Franetovich

Vote 4-0

**Resolution No. 2019-12**

**6. STAFF REPORTS**

**7. COUNCIL MEMBER COMMENTS**

**8. ADJOURNED @ 6:18PM**

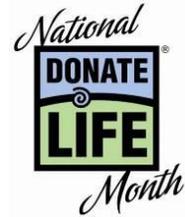
Respectfully submitted,

\_\_\_\_\_  
Cecilia Vela, City Clerk



## PROCLAMATION DMV/Donate Life California Month Proclamation

**City of Arvin  
April 2019**



**WHEREAS**, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need;

**WHEREAS**, more than 113,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, and on average, 20 people die each day while waiting due to the shortage of donated organs;

**WHEREAS**, the need for donated organs is especially urgent in Hispanic and African American communities;

**WHEREAS**, more than 600,000 units of blood per year are needed to meet the need in California;

**WHEREAS**, at any given time, 6,000 patients are in need of volunteer marrow donors;

**WHEREAS**, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of more than 75 others; and a single blood donation can help three people in need;

**WHEREAS**, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood;

**WHEREAS**, the spirit of giving and decision to donate are not restricted by age or medical condition;

**WHEREAS**, over fifteen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored;

**WHEREAS**, California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles;

**NOW, THEREFORE, BE IT RESOLVED** that in recognition of National Donate Life Month, the month of April 2019 is hereby proclaimed "**DMV/Donate Life California Month**" in the City of Arvin, and in doing so we encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at [www.donateLIFeCalifornia.org](http://www.donateLIFeCalifornia.org) or [www.doneVIDAcalifornia.org](http://www.doneVIDAcalifornia.org).

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the City of Arvin to be affixed this 12<sup>th</sup> day of March 2019.

---

Jose Gurrola, Mayor  
City of Arvin



**CITY OF ARVIN**  
**Staff Report**

Meeting Date: March 12, 2019

**TO:** City Council

**FROM:** Pawan Gill, Human Resources Administrator  
Jerry Breckinridge, City Manager

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AFFIRMING THE KERN COUNCIL OF GOVERNMENTS GOVERNING BOARD POLICY TO FINISH STATE ROUTE 46: THE FOURTH AND FINAL 5.3 MILE SEGMENT OF THE 33-MILE SAFETY WIDENING PROJECT WITH PEDESTRIAN IMPROVEMENTS ON STATE ROUTE 46 (HEREIN SEGMENT 4B) THROUGH THE DISADVANTAGED COMMUNITY OF LOST HILLS, CONNECTING I-5 TO THE EXISTING 4 LANE SEGMENT.

**BACKGROUND:**

The City of Arvin as a member agency is asked to support the Kern Council of Governments Board Policy to Finish Route 46 which will increase the safety of Route 46 and improve traffic operation by widening the last section of highway 46.

The project is located in Kern County on State Route 46 near Lost Hills, from Brown Material Road to just east of Lost Hills Road. This project proposes the widening of State Route 46 from a 2-lane conventional highway to a 4-lane conventional expressway with a 14 to 46 foot median throughout the project limits. Existing intersections within the project limits would also be upgraded to accommodate ST AA (Surface Transportation Act of 1982) trucks.

**RECOMMENDATION:**

Staff recommends approval of this resolution.

**FISCAL IMPACT:**

No fiscal impact

**ATTACHMENTS:**

- 1) A Resolution of the City Council of the City of Arvin Affirming the Kern Council of Governments Governing Board Policy to Finish State Route 46: The Fourth and Final 5.3 Mile Segment of the 33-Mile Safety Widening Project with Pedestrian Improvements on State Route 46 (Herein Segment 4b) Through the Disadvantaged

- Community of Lost Hills, Connecting I-5 to the Existing 4 Lane Segment
- 2) State Route 46- District 6 Fact Sheet

## RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AFFIRMING THE KERN COUNCIL OF GOVERNMENTS GOVERNING BOARD POLICY TO FINISH STATE ROUTE 46: THE FOURTH AND FINAL 5.3 MILE SEGMENT OF THE 33-MILE SAFETY WIDENING PROJECT WITH PEDESTRIAN IMPROVEMENTS ON STATE ROUTE 46 (HEREIN SEGMENT 4B) THROUGH THE DISADVANTAGED COMMUNITY OF LOST HILLS, CONNECTING I-5 TO THE EXISTING 4 LANE SEGMENT.**

**WHEREAS**, the Kern Council of Governments (Kern COG) is a Regional Transportation Planning Agency and a Metropolitan Planning Organization, pursuant to State and Federal designation; and

**WHEREAS**, the City of Arvin is a founding member of the Kern COG joint powers authority established in 1970; and

**WHEREAS**, since 1998, Kern COG has had a policy and practice to continue advancing a project that has completed one phase to the next phase when funding is available; and,

**WHEREAS**, since 1998, Kern COG has had a policy and practice to leverage outside project dollars through partnerships with the State, other regions, local contributions, federal demonstration funds/grants, and/or state bond funds; and,

**WHEREAS**, in 2007, Kern COG adopted a memorandum of understanding with San Luis Obispo COG to facilitate improvement projects on State Route (SR) 46 between U.S. 101 and I-5; and,

**WHEREAS**, the phased 33-mile SR 46 project in Kern, segments 1, 2, and 3 have been constructed, Segment 4A is under construction, and Segment 4B is the next and final phase to this project; and,

**WHEREAS**, segments 1, 2, 3 and 4A have used \$45 million in State Transportation Improvement Program (STIP) funding to leveraged over \$100 million in state discretionary and federal demonstration funds to advance these segments; and,

**WHEREAS**, now Segment 4B has garnered an additional \$17.5 million in a federal BUILD grant funding; and,

**WHEREAS**, Segment 4B has received a preliminary commitment of additional state discretionary funding and the project may require an additional commitment of regional share STIP funding; and,

**WHEREAS**, Segment 4B is located within the west side of Kern County in and near the small-unincorporated, disadvantaged community of Lost Hills with a population of approximately 4,000, connecting I-5 in the Central Valley and U.S. 101 and points along the West Coast of California; and,

**WHEREAS**, finishing improvements to Segment 4B will improve safety and connectivity for the rural disadvantaged community of Lost Hills and all users throughout the county, state and nation; and,

**WHEREAS**, finishing improvements to Segment 4B are forecasted to help reduce the fatality index from 1.718 to 0.014 per million vehicle miles traveled along the 33-mile corridor; and,

**WHEREAS**, finishing improvements to Segment 4B will improve Kern region commuter travel to jobs in agriculture and energy. Inter-regionally, SR 46 connects to the National Freight Highway System at I-5 and allows for safe and efficient movement of commodities from one of the highest producing counties in the United States; and,

**WHEREAS**, finishing improvements to Segment 4B completes the widening of a U.S. Department of Defense and Department of Transportation designated Strategic Highway Corridor Network, deemed essential to national defense for facilitating movement of troops and equipment to airports, ports, rail lines and military bases; and,

**WHEREAS**, on August 19, 2018 the Kern COG governing board included Segment 4B in the adoption 2018 Regional Transportation Plan (RTP), that had been prepared in accordance with guidelines adopted by the California Transportation Commission; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVIN THAT:**

**Section 1:** The City Council of the City of Arvin does hereby affirm Kern COG governing board policy to finish Segment 4B on State Route 46 through the disadvantaged community of Lost Hills, connecting I-5 to the existing 4 lane segment.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a Regular Meeting thereof held on the 12th day of March, 2019 by the following vote:

**ATTEST**

\_\_\_\_\_  
**CECILIA VELA**, City Clerk

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE GURROLA**, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN**, City Attorney  
 Aleshire & Wynder, LLP

I, \_\_\_\_\_, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

# State Route 46 Expressway Segment 4B



## Kern County

### Project Purpose:

This segment of the State Route (SR) 46 Expressway Projects is located in and near Lost Hills and was designed to help further increase the safety of this Interregional Corridor as well as improve overall traffic operations. This project will increase the capacity of the existing facility and will thereby reduce congestion, improve traffic operations and improve traffic safety by widening this segment of State Route 46.

### Project Description:

The project is located in Kern County on State Route 46 near Lost Hills, from Brown Material Road to just east of Lost Hills Road. This project proposes the widening of State Route 46 from a 2-lane conventional highway to a 4-lane conventional expressway with a 14 to 46 foot median throughout the project limits. Existing intersections within the project limits would also be upgraded to accommodate STAA (Surface Transportation Act of 1982) trucks.

**Construction Cost:** \$40 million

**Begin Construction:** Spring 2021

**End Construction:** Fall 2023

**Funding Sources:** State Transportation Interregional Program (STIP), Regional Transportation Improvement Program (RIP), Kern Council of Governments (COG)

**Project Partners:** California Department of Transportation (Caltrans)  
Kern Council of Governments (COG)

**Prime Contractor:** TBD



# District 6 Fact Sheet

Serving Fresno, Kern, Kings, Madera and Tulare Counties

## State Route 46-Expressway Segment 4B

Kern County





**CITY OF ARVIN**  
**Staff Report**

Meeting Date: March 12, 2019

**TO:** City Council

**FROM:** Adam Ojeda, City Engineer  
Jerry Breckinridge, City Manager

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR THE APPROVAL AND RECORDATION OF FINAL MAP FOR TRACT 5816 PHASE 10B AND APPROVAL OF SUBDIVISION IMPROVEMENT AGREEMENT WITH LEORA, LLC.

**BACKGROUND:**

Tract 5816 Phase 10B is comprised of 54 lots proposed to subdivide 13.81 acres between El Camino Real to the north, Comanche Drive to the west, Tesoro Drive to the east, and the southern tract boundary approximately 870 feet from the centerline of El Camino Real.

A final map has been prepared by LeOra, LLC which shows the subdivision of the 54 lots as well as easements and dedications for utilities, sidewalks, and streets for approval by the City Council. Most of the improvements in the eventual public right-of-way have been constructed, and were conditioned in the subdivision agreement and subsequent amendments for tract 5816. Improvements completed by LeOra, LLC include sidewalks, curbs, gutters, drive approaches, masonry wall, and utility connections to the 54 lots. Although LeOra, LLC has completed these improvements, said improvements have not been formally dedicated to, or accepted by the City, and a subdivision improvement agreement is still technically required as a condition precedent to approval of the final map for Tract 5816 Phase 10B.

Considering that not all construction items are complete, LeOra, LLC will provide security, in the form of an Irrevocable Letter of Credit, in the full amount of those items that have been constructed and 10% of the estimated costs of the improvements that have been completed. Following final acceptance by the City Council, LeOra will be eligible for a reduction of their letter of credit by 90% of all work items not already completed per the Development Agreement. LeOra will then be required to provide a substitute security for maintenance purposes for a period of one year following acceptance of all improvements by the City.

All the certificates which appear on the map (except the approval certificate of the City of Arvin and the recording certificate of the Recorder of the County of Kern) have been signed and acknowledged, and said map has been filed for approval. During the review of the final map, City Staff was unable to find an original version or a copy of the previously approved tentative map to compare the proposed map with. The Developer and its agents were unable to produce such a document as well. Moreover, a tentative map by L Bruce Nybo, Inc was discovered which the currently proposed map does not conform to. However, it is generally known among City Staff that various changes were made to the phasing and layout of tract 5816 in the early to mid 2000's which were likely done in an appropriate manner, but accurate records were not maintained. In light of these circumstances, the City Engineer worked with the City Surveyor and City Planner, and it was determined that the appropriate course of action would be to obtain a letter from the City Planner stating that the proposed final map conforms to the zoning and planning requirements of the City. Such a letter allows the City Engineer to affirm that the map conforms to all the requirements of the Subdivision Map Act of the State of California, and City ordinances, resolutions and standards.

Staff therefore finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with all applicable general plans and specific plans.

The signatures of LeOra, who is both the Subdivider and the owner, appear on the map, as have signatures that may be required for offers of dedications of certain public utility easements, access rights and other easements and uses shown and delineated upon said map

All other conditions required to allow the recordation of the final map as approved by the Arvin Planning Commission have been met. Documents required by that document are attached to this report in addition to a copy of the map.

The lots are ready for building permits pending the approval of pad elevation and compaction certificates and grading permits. The repair of streets, curbs, gutters, sidewalks, and other improvements in the public right-of-way that may be damaged during construction of homes should be conditions for the issuance of building permits.

The City desires to approve the subdivision improvement agreement with LeOra, LLC, and approve the Final Map for Tract 5816 Phase 10B.

**FINANCIAL IMPACT:**

No significant cost impacts to the city.

**ATTACHMENTS:**

Resolution

Final map

Closure calculations

Subdivision agreement

Conditions of approval

Letter from City Planner  
Title report and guarantee  
Tax certificate  
LeOra articles of incorporation  
Engineer's estimate

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR THE APPROVAL AND RECORDATION OF FINAL MAP FOR TRACT 5816 PHASE 10B AND APPROVAL OF SUBDIVISION IMPROVEMENT AGREEMENT WITH LEORA, LLC.**

**WHEREAS**, Tract 5816 Phase 10B consists of the subdivision of 13.81 acres of land into fifty-four (54) separate lots between El Camino Real to the north, Comanche Drive to the west, Tesoro Drive to the east, and the southern tract boundary approximately 870 feet from the centerline of El Camino Real; and

**WHEREAS**, A final map has been prepared by LeOra, LLC which shows the subdivision of the 54 lots as well as easements and dedications for utilities, sidewalks, and streets for approval by the City Council; and

**WHEREAS**, Most of the improvements in the eventual public right-of-way have been constructed, and were conditioned in the subdivision agreement and subsequent amendments for tract 5816; and

**WHEREAS**, Improvements completed by LeOra, LLC include sidewalks, curbs, gutters, drive approaches, masonry wall, and utility connections to the 54 lots; and

**WHEREAS**, Although LeOra, LLC has completed these improvements, said improvements have not been formally dedicated to, or accepted by the City, and a subdivision improvement agreement is still technically required as a condition precedent to approval of the final map for Tract 5816 Phase 10B; and

**WHEREAS**, Considering that not all construction items are complete, LeOra, LLC has provided security, in the form of an Irrevocable Letter of Credit, in the full amount of those items that have been constructed and 10% of the estimated costs of the improvements that have been completed; and

**WHEREAS**, Said Letter of Credit will be delivered to the City Clerk separate from this agenda item; and

**WHEREAS**, Following final acceptance by the City Council, LeOra will be eligible for a reduction of their letter of credit by 90% of all work items not already completed per the Development Agreement; and

**WHEREAS**, LeOra will then be required to provide a substitute security for maintenance purposes for a period of one year following acceptance of all improvements by the City; and

**WHEREAS,** All the certificates which appear on the map (except the approval certificate of the City of Arvin and the recording certificate of the Recorder of the County of Kern) have been signed and acknowledged, and said map has been filed for approval; and

**WHEREAS,** During the review of the final map, City Staff was unable to find an original version or a copy of the previously approved tentative map to compare the proposed map with; and

**WHEREAS,** The Developer and it's agents were unable to produce such a document as well; and

**WHEREAS,** Moreover, a tentative map by L Bruce Nybo, Inc was discovered which the currently proposed map does not conform to.; and

**WHEREAS,** However, it is generally known among City Staff that various changes were made to the phasing and layout of tract 5816 in the early to mid 2000's which were likely done in an appropriate manner, but accurate records were not maintained; and

**WHEREAS,** In light of these circumstances, the City Engineer worked with the City Surveyor and City Planner, and it was determined that the appropriate course of action would be to obtain a letter from the City Planner stating that the proposed final map conforms to the zoning and planning requirements of the City; and

**WHEREAS,** Such a letter allows the City Engineer to affirm that the map conforms to all the requirements of the Subdivision Map Act of the State of California, and City ordinances, resolutions and standards; and

**WHEREAS,** Staff therefore finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with all applicable general plans and specific plans; and

**WHEREAS,** The signatures of LeOra, who is both the subdivider and the owner, appear on the map, as have signatures that may be required for offers of dedications of certain public utility easements, access rights and other easements and uses shown and delineated upon said map; and

**WHEREAS,** All other conditions required to allow the recordation of the final map (FMR conditions) as approved by the Planning Commission for the City Arvin have been met; and

**WHEREAS,** The lots are ready for building permits pending the approval of pad elevation and compaction certificates and grading permits; and

**WHEREAS,** The repair of streets, curbs, gutters, sidewalks, and other improvements in the public right-of-way that may be damaged during construction of homes should be conditions for the issuance of building permits; and

**WHEREAS,** The City desires to approve the subdivision improvement agreement with LeOra, LLC, and approve the Final Map for Tract 5816 Phase 10B.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVIN AS FOLLOWS:**

Section 1: The foregoing recitals are true and correct.

Section 2: The Council finds that the map is in substantial compliance with said tentative map, any deviations therefrom being deemed approved by the Council.

Section 3: The Council authorizes the City Manager or designee to execute the Subdivision Improvement Agreement for Tract 5816 Phase 10B on behalf of the City, materially in conformance with those set forth in Exhibit A hereto, subject to approval as to legal form by the City Attorney.

Section 4: The map is hereby approved, contingent upon the occurrence of the following conditions:

- a. Execution of the Subdivision Improvement Agreement for Tract 5816 Phase 10B, including the posting of required security and proof of insurance;

Section 5: Any and all streets, public utility easements, public utility facilities, access rights and any parcels of land and easements offered for dedication of the map are hereby accepted, unless it is stated on the Final Map that said dedications are subject to City acceptance of Developer installed improvements.

Section 6: The City Clerk and City Planner are authorized to take any additional steps necessary for enabling recordation of the final map for tract 5816 Phase 10B.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a Regular Meeting thereof held on the 12th day of March, 2019 by the following vote:

**ATTEST**

\_\_\_\_\_  
**CECILIA VELA**, City Clerk

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE GURROLA**, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN**, City Attorney  
Aleshire & Wynder, LLP

I, \_\_\_\_\_, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

WHEN RECORDED MAIL TO:

CITY OF ARVIN  
Attn: City Clerk  
200 Campus Drive  
Arvin, CA 93203

NO FEE – Government Code Section 6103

City of Arvin  
Planning Department  
141 Plumtree Drive, Arvin, CA 93203  
Phone: 661-854-6183

**SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT NO. 5816-10B**

**SUBDIVISION IMPROVEMENT AGREEMENT  
 FOR TRACT 5816 PHASE 10B**

---

THIS AGREEMENT, is entered into this 26<sup>th</sup> day of February, 2019 by and between the CITY OF ARVIN, a municipal corporation ("City") and LEORA LLC, a California limited liability company ("Subdivider"). City and Subdivider are jointly referred to herein as "the Parties".

RECITALS

WHEREAS, the City of Arvin entered into a Development Agreement with Sycamore Villas, LLC pursuant to Government Code section 65864 et. seq. on February 6, 2003; and

WHEREAS, that Development Agreement and any amendments thereto will be referred to herein as the "Development Agreement"; and

WHEREAS, that Development Agreement allows for Sycamore Villas to sell land to third parties provided that, among other requirements, that the third party purchaser represents to the City of Arvin in writing that it will be bound to the Development Agreement, and assumes all liabilities and benefits that flow from the Development Agreement; and

WHEREAS, Subdivider has represented to the City of Arvin that it has acquired title to a portion of the Sycamore Villas, LLC, property, which was subject to the Development Agreement as amended between the City of Arvin and Sycamore Villas; and

WHEREAS, effective May 5, 2017, the City and Subdivider amended the Development Agreement by document entitled (for the sake of reference) "Third Amendment to Development Agreement," (Agreement No. 2017-06), which was recorded by the City on May 25, 2017, in the Kern County Official Records as Document Number 217066767, and recorded by Subdivider on June 13, 2017, in the Kern County Official Records as Document Number 217075798; and

WHEREAS, Subdivider is developing and subdividing land in the City of Arvin, under the provisions of the Subdivision Map Act (Government Code Sections 66410 et. seq., referred to as the "Map Act"), the Development Agreement and the provisions of the Subdivision Ordinance of the City of Arvin (Arvin Municipal Code), referred to as the "Ordinance"; and

WHEREAS, the subdivision which Subdivider is creating is Tract 5816 phase 10B, and shall be referred to herein as "the Subdivision"; and

WHEREAS, the tentative map has been approved by the Planning Commission of the City (Advisory Agency), subject to certain approved exceptions and conditions; and

WHEREAS, Subdivider has submitted improvement plans to the City Engineer - a grading and drainage plan ("the Grading Plan" herein), a water circulation plan ("the Water Plan" herein), a street improvement plan ("the Street Improvement Plan" herein), and a sewer plan ("the Sewer Plan" herein). All improvement plans, as a group, shall be referred to herein as "the Subdivision Improvement Plans"; and

WHEREAS, the City Engineer has previously approved the Grading Plan, the Street Improvement Plans and the Sewer Plan, the District Engineer for Arvin Community Services Water District and the Kern County Fire Department in cooperation with the City Engineer have previously approved the Water Plan, and the Subdivision Improvement Plans are incorporated herein by reference as if set forth in full; and

WHEREAS, Subdivider has submitted the final map to the Arvin City Council for approval in accordance with the Map Act, the Development Agreement as amended and the Ordinance and said final map shall be referred to as the "Final Subdivision Map of Tract 5816 Phase 10B" or "Final Subdivision Map"; and

WHEREAS, Subdivider has complied with all provisions of the Map Act, the Ordinance and provisions of the Development Agreement applicable to the Subdivision, excepting only that Subdivider has not formally completed the improvement work therefor (although Subdivider has already installed the public improvements required for Tract 5816 Phase 10B, but said public improvements have yet to be dedicated to, and accepted by, the City) , but desires to enter into an agreement with City to complete the required improvement work within the time and manner provided herein; and

WHEREAS, the Arvin City Council is willing to approve the Final Subdivision Map, and to accept on behalf of City all of the streets, alleys, easements and pedestrian ways dedicated thereon or deeded to City in connection therewith, under the terms and conditions hereinafter more particularly set forth.

#### AGREEMENT

NOW, THEREFORE, incorporating the foregoing recitals herein, City and Subdivider mutually agree as follows:

#### I.

Concurrently upon the execution of this Agreement and upon posting by Subdivider of the Improvement Security as mentioned herein, City, by and through its City Council, does hereby agree to approve the Final Subdivision Map of Tract 5816 Phase 10B, and to accept all streets, alleys, easements and pedestrian ways dedicated thereon or deeded by Subdivider to City in connection therewith. Improvement Security shall be as hereinafter provided for, to be approved by the Arvin City Council and shall be in the amounts fixed by said City Council.

## II.

For and in consideration of the approval of the Final Subdivision Map, and for and in consideration of the acceptance of the streets, alleys, easements and pedestrian ways dedicated thereon or deeded to City in connection therewith, Subdivider hereby agrees as follows:

Subdivider shall construct, at its sole cost and expense, those improvements, shown on the Subdivision Improvement Plans, all as approved by the City Engineer and applicable agencies, all of which are incorporated in this Agreement by reference as a part hereof, and which are generally designated as follows: Curbs, gutters, sidewalks, grading, paving, sanitary sewers, water distribution system, street name signs, street signs, striping, underground street lighting and utility systems and landscaping, subject only to those terms agreed upon between Subdivider and City which are reimbursable to Subdivider. The reimbursable costs are listed in this Agreement.

### 1. IMPROVEMENTS CONSTRUCTED:

- (a) Subdivider shall construct and improve all of the Easements and Pedestrian Ways dedicated to City or deeded by Subdivider to City in connection therewith, pursuant to and in accordance with those provisions of the Arvin Municipal Code applicable thereto and, more particularly pursuant to and in accordance with the final map or any Subdivision Improvement Plans approved and signed by the City Engineer. Street improvements consisting of curbs, gutters and sidewalks, drive approaches, CMU walls, public landscaping, asphalt pavement, striping and signage, utilities, and related concrete work as per the final map and any approved Street Improvement Plan shall be constructed at the time the Tract 5816 Phase 10B is developed.
- (b) Subdivider shall install a Water Distribution System, including the construction and installation of all pipelines, appurtenances, and services to each lot, pursuant to and in accordance with those provisions of the Arvin Municipal Code applicable thereto, and as approved by the Arvin Community Water Services District, and more particularly to and in accordance with the final map and any approved Water Plan.
- (c) Subdivider shall install a Sanitary Sewer System, including the construction and installation of all pipelines, manholes, appurtenances, and laterals to each lot, pursuant to and in accordance with those provisions of the Arvin Municipal Code applicable thereto, and more particularly pursuant to and in accordance with the final map and any approved Sewer Plan.
- (d) Subdivider shall site grade, compact and improve building sites, so as to drain properly within the Subdivision, pursuant to and in accordance with the final map and any approved Grading Plan.

- (e) Subdivider shall install a Storm Sewer System, including the construction and installation of all pipelines, manholes, catch basins, appurtenances, and temporary or permanent drainage sumps pursuant to and in accordance with those provisions of the Arvin Municipal Code applicable thereto, and more particularly pursuant to and in accordance with the final map and any approved Grading Plan.
- (f) Subdivider shall install the Landscape and Irrigation System, including the construction and installation of all soil preparation and amendments, perimeter structures, underground irrigation, plants, trees and shrubs, pursuant to and in accordance with the Street Plan.
- (g) Subdivider shall construct all public utilities as required by Section 16.12.120 of the Arvin Municipal Code. Services from the public utilities, consisting of telephone, gas, electric, water, sewer and cable television service shall be provided for each lot within the Subdivision.
- (h) Subdivider shall furnish City with written statements from the providers of electricity, gas, telephone and cable television services, specifying that financial arrangements and terms for the installation of all electrical, gas, telephone and cable television services have been made for the Subdivision. The terms thereof shall guarantee the installation of said services to each lot as required at no cost to City and shall be subject to the approval of the City Engineer.
- (i) Subdivider shall provide for the setting or placement of all permanent monuments required for the Subdivision by Section 16.16.110 of the Arvin Municipal Code. Said permanent monuments shall be placed or set in accordance with said Municipal Code and shall be located in such positions and shall be of the character and type specified therein.
- (j) Subdivider shall remove, relocate or replace all obstructions, or otherwise make all necessary arrangements to have said obstructions relocated, at his own expense. Said obstructions and their removal and/or relocation shall appear on the approved Subdivision Improvement Plans, and shall not hinder any construction.
- (k) All changes, relocations or modifications required for the development of the Subdivision to existing city utilities, streets and facilities whether within the boundaries of the Subdivision or offsite, and all changes, relocations and modifications to other public utilities including, but not limited to electric, gas, water or telephone lines, caused by the development of the Subdivision shall

be paid for by Subdivider, If Subdivider damages any public or private utility, said utility is to be repaired or replaced at Subdivider's expense.

2. MANNER OF CONSTRUCTION:

The improvements designated above shall be installed and constructed in accordance with all of the following:

- (a) Arvin Municipal Code.
- (b) The California Subdivision Map Act.
- (c) Approved plans, specifications and profiles (including the final map).
- (d) Standard City specifications and grades.
- (e) State of California Business and Transportation Agency Standard Specifications (Current Edition).
- (f) Good engineering practices and workmanlike manner.

3. TIME FOR COMPLETION:

All of said improvements shall be completed in full in accordance with the terms of this Agreement and to the satisfaction of the City Engineer within eighteen (18) months from the date of approval of this Agreement, to wit: on or before the 26<sup>TH</sup> day of August, 2020, or any extension of said completion date granted by the City Council. Any work which affects any existing City maintained road or traffic thereon shall be completed within thirty (30) working days from start of work within the City maintained road.

4. INSPECTION AND APPROVAL OF WORK:

- (a) All improvement work shall be subject to inspection by the City Engineer or his designee and shall be found to be in substantial compliance with the approved Subdivision Improvement Plans and Arvin City Standards.
- (b) When all of the required improvement work has been satisfactorily completed, upon written application of Subdivider, the City Engineer or his designee shall inspect the same within a reasonable time. If such improvement work meets City requirements, the City Engineer or his designee shall forward his recommendation to City Council showing the date of inspection and approval.

- (c) If the City Council approves the recommendation, it shall make its order accepting or approving the work of improvement.
- (d) Such order of acceptance or approval made by the City Council shall be deemed operative from the time of approval of the work of improvement by the City Engineer or his designee.
- (e) Except as otherwise provided, Subdivider and surety shall be deemed released from liability for damage or injury to such work so accepted by said Council, and from the maintenance thereof, from and after the time said order is operative. However, the foregoing provision shall not relieve Subdivider or its surety from any damage or injury to such work of improvement or any maintenance required therefor arising from any other work undertaken by Subdivider or its surety, or as may necessarily be done by City in the performance of any part of the required improvement work as a result of any default in the performance of this Agreement by Subdivider or its surety or arising from any willful act or negligent act or omission of Subdivider or its surety or their contractors, agents or employees, or arising from defective work or labor done or defective materials furnished in the performance of the Agreement.
- (f) At the time of making of the order of acceptance or approval of such work, as the case may be, said Council shall affect a reduction of the improvement security in accordance with other provisions of this Agreement.

5. CHANGES AND ALTERATIONS:

- (a) Subdivider shall make no change or alteration in such work except with written approval by the City Engineer.
- (b) Subdivider shall carry out such changes or alterations in such work as may be ordered by the City Engineer in the exercise of its reasonable discretion, as follows:
  - (i) As required by the Map Act;
  - (ii) As consistent with City ordinance, applicable at the time of approval of the Development Agreement; or
  - (iii) As made necessary by conditions of the soil, topography, drainage, flood hazard, or fire hazard not foreseen at the time of approval of the Development Agreement.
- (c) In any case, all changes or alterations in such work shall be otherwise performed and fully and timely completed in accordance with all other provisions of this Agreement.

- (d) Within sixty (60) days following City's acceptance of subdivision improvements, Subdivider shall provide City Engineer with original set of improvement plans containing the appropriate posted "Record Drawings" changes. Changes shall be clearly noted as changes on the Subdivision Improvement Plans.

6. GUARANTEE AGAINST DEFECTS:

Subdivider hereby guarantees all features of the work of improvement for a period of one (1) year following the acceptance of the work against defective work or labor done, or defective material furnished, in the performance of this Agreement; and Subdivider agrees to correct, repair or replace promptly when demanded by City all such defective work or labor done, or defective materials furnished, as may be discovered within such one (1) year period and reported to the City Council.

7. IMPROVEMENT SECURITY:

- (a) As provided for in Section 1616.020 of the Arvin Municipal Code, this Agreement shall be secured by good and sufficient security, which shall be filed with City prior to certification of the final map by the City Engineer. Such improvement security shall consist of either (1) a faithful performance bond or bonds by one or more duly authorized corporate sureties; or (2) a deposit, either with City or a responsible escrow agent or trust company, selected by City, of cash or negotiable bonds of the kind approved for securing deposits of public moneys, or (3) an irrevocable instrument of credit from one or more responsible financial institutions regulated by State or Federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City. The forms of all documents relating to such security shall be subject to approval by the City Attorney. The corporate surety bond shall conform substantially with the form set forth in Section 66499.1 of the Map Act. The estimated cost of the various features of the work of improvement shall be used, if applicable, as the basis for the reduction of bonds in connection with the final completion of any feature of the work (or any unit thereof). Costs referred to herein are as set forth on the Costs Estimate for the Subdivision, as submitted for approval to, and on file in the office of, the City Engineer.

- (b) The estimated remaining cost of the various features of the work of improvement, to be used as the basis for determination of the amount of such security and for reduction of security in accordance with other provisions of this Agreement, is as follows:

	Total Cost	Est. Amount of Incomplete Improvements
Earthwork.....	\$300,000.00	\$30,000.00
Water Improvements.....	\$164,750.00	\$16,475.00
Sewer Improvements.....	\$178,915.00	\$17,891.50
Street Improvements.....	\$1,033,810.00	\$613,492.00
Storm Drain Improvements.....	\$80,980.00	\$8,098.00
Contingency/Inflation (20%)....	\$351,691.00	\$137,191.30
Total.....	\$2,110,146.00	\$823,147.80

- (c) Said improvement security shall be in the amount of 100% of the total estimated cost of the incomplete improvements, conditioned upon the faithful performance of the Agreement, as follows:
  - (i) The faithful performance and full and timely completion of the work according to this Agreement; and
  - (ii) The guarantee and maintenance of the work of improvement for a period of one (1) year following the completion and approval thereof, against defective work or labor done, or defective materials furnished, in the performance of this Agreement; and
- (d) Said improvement security shall also be in an additional amount of 100% of the total estimated cost of the improvement, securing payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the improvement; and if such portion of the improvement security is:
  - (i) A cash deposit, suit may be maintained against the holder of such deposit; or
  - (ii) A surety bond, suit may be maintained against the surety, or an instrument of credit, suit may be maintained against the financial institution of obligating itself as trustee on such instrument.

8. REDUCTION AND RELEASE OF SECURITY:
- (a) Improvement security (if any) may be reduced or released on order of the City Engineer in accordance with this Section.
  - (b) Improvement security (if any) given for the faithful performance of the Agreement shall be reduced at the time and in the manner provided herein, subject to retention of security for defects as hereinafter provided.
  - (c) Whenever improvement security (if any) is reduced on account of approval of units of the work such shall be subject to retention of security for defects and security against damage as hereinafter provided.
  - (d) In any case, however, City in the exercise of its reasonable discretion shall retain ten percent (10%) of the improvement security, for faithful performance to secure the maintenance and guarantee of such improvement work for a period of one (1) year following the operative date of the order of said Council for the acceptance or approval thereof, as the case may be, and (in the case of acceptance or approval of a unit of the improvement work as it progresses) to secure the maintenance and guarantee of the work of improvement so accepted or approved against damage thereto by any other work undertaken by Subdivider or its surety. The amounts of improvement security so retained shall be finally released one (1) year following the operative date of the order of the City Council for the acceptance or approval thereof, as the case may be, provided that no defective work or labor done or defective materials furnished in the performance of the work has been discovered within such one (1) year period and reported in writing to the Subdivider by the City Council, City Engineer, or City Manager, and further provided (in the case of acceptance of a unit or units of the improvement work as it progresses) that no damage has been done to the required improvement work so accepted by any other work undertaken by Subdivider or its surety.
  - (e) Improvement security for payment to the contractor, or any of his subcontractors of any person renting equipment or furnishing labor or materials to them for the work of improvement may, six (6) months after the completion of the work of improvement and the making of the order for its acceptance or approval, as the case may be, be reduced to an amount not less than the total of all claims on which an action has been filed and notice thereof given in writing to City, and if no such action is filed, such improvement security may be released in full.

9 COMPLETION BY SURETY OR CITY:

- (a) If the City Council, in the exercise of its reasonable discretion, shall determine:
- (i) That Subdivider has failed to properly and fully complete all of the work of improvement in accordance with this Agreement, and within the time (or any extension of time) provided herein; and
  - (ii) That Subdivider has failed or neglected to begin work, or any feature of the work, within a time which will reasonably allow its completion within the time (or any extension of time) provided in this Agreement; or
  - (iii) That Subdivider has created an unsafe or hazardous condition which requires immediate correction.
  - (iv) That Subdivider has abandoned any of the work; or
  - (v) That Subdivider has failed to keep the work under direct control of a superintendent, manager, engineer or other competent agent.
  - (vi) That Subdivider (if he shall be an individual) has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared; or
  - (vii) That Subdivider has filed a petition in bankruptcy or has been declared bankrupt;

the City Council may determine to, and City may give Subdivider and its Surety fourteen (14) days' written notice to proceed with the work, without prejudice to any other remedy City may have in law or equity.

- (b) If the Surety shall proceed with the work, the Surety shall be subject to all of the provisions of this Agreement as in the case of Subdivider.
- (c) If Subdivider or its Surety shall fail or neglect to proceed with the work diligently and in good faith in accordance with this Agreement after such notice has been given, City may thereafter, at its sole option and without prejudice to any other remedy, provide the necessary supervision, equipment, materials and labor as it may determine necessary to undertake and complete the work of improvement or any part thereof in the manner required by this Agreement, by independent contract or by City forces, all for the account and at the expense of Subdivider, and Subdivider and its Surety shall be liable to City and shall pay City on demand, any expenses incurred by City in the

course thereof.

10 INDEMNIFICATION PROVISIONS:

- (a) Subdivider shall, and it does hereby agree to hold harmless and indemnify City and its Council, officers and employees, from every liability, claim, suit or demand which may arise or may be made by reason of:
- (i) Any act, omission or neglect of Subdivider, its engineers, employees, agents or contractor; or
  - (ii) Any injury to any person, death of any person, or damage to any property, sustained by any person, firm or corporation while in or upon the parcel of land herein mentioned and for which Subdivider is legally liable (excepting negligence of City, or its officers or employees); or
  - (iii) Any injury to or death of Subdivider or any officer or employee of Subdivider, or any damage to the property of any such person, firm or corporation, and for which Subdivider is legally liable (excepting any negligence of City or its officers or employees); or
  - (iv) Any damage to or taking of any property arising from said plans, specifications or profiles, or arising from the work of construction or the conduct thereof.
- (b) Subdivider at its own cost, expense and risk shall defend all legal proceedings which may be brought against City, its Council, officers and employees, on any liability suit, claim or demand which it has agreed indemnify them against herein, and shall satisfy any resulting judgment that may be rendered against any of them.
- (c) It is mutually agreed that Subdivider's surety under the improvement security for faithful performance, if any, shall not be deemed liable for performance of any of the foregoing provisions of this section, unless said surety shall undertake the completion of any improvement or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission or neglect of the Surety, its engineers, employees, agents or contractors in the course of the completion of such improvements or the conduct of such work by said Surety.

11. ATTORNEY'S FEES ON SUIT:

If any suit be brought by the City for the recovery of any sum due under this Agreement, for any damages for the breach of this Agreement, or to compel the performance of this Agreement, the City shall be entitled to such portion of such reasonable attorney's fees as the Court may determine, in addition to its cost of suit.

12. INSURANCE REQUIREMENTS:

- (a) Subdivider shall at all times during the course of any of the improvement work, secure and maintain, and shall cause its contractors to secure and maintain, in the manner required by law, workers' compensation insurance as required by the California Labor Code and amendments thereto, and shall furnish to City satisfactory evidence thereof.
- (b) Subdivider shall maintain, and pay premiums on, a policy of comprehensive liability insurance in the amounts given below, in form and with insurance companies satisfactory to City, containing an endorsement including City, its Council, officers, consultants, and employees as additional named insured.
- (c) The limits of said policy shall be in amounts not less than Bodily Injury, \$500,000 per person and \$1,000,000 per accident; and Property Damage \$500,000 per accident and \$1,000,000 aggregate amount.
- (d) Prior to undertaking any work of construction, Subdivider shall file with the City Clerk, a true copy of said policy of insurance, with the endorsement thereon aforementioned, certified by the carrier.
- (e) Subdivider shall continue to so maintain said policy and pay the premiums thereon for a period of one (1) year from and after the acceptance or approval, as the case may be, of the entirety of the improvement work.
- (f) In case the estimated cost of the required work of improvement is found to be less than \$10,000, the City Council may approve limits of insurance coverage in lesser amounts than those specified in (c) above.

13. IMPACT FEE:

Subdivider shall pay the impact fee charges at the rates set forth in Paragraph 7 of the Third Amendment to Development Agreement.

Subdivision Improvement Agreement  
Tract No. 5816 Phase 10B  
Page 14

14. FEES AND REIMBURSEMENTS:

Subdivider agrees to pay fees and costs consistent with the requirements of the Development Agreement, as amended.

15. MAINTENANCE DISTRICTS:

As part of the conditions of approval, Subdivider hereby agrees to enter into a Maintenance District for the City of Arvin Lighting and Landscaping Maintenance District #2 with respect to the Landscaping and Lighting Act of 1972.

[Signatures on following page]

Subdivision Improvement Agreement  
Tract No. 5816 Phase 10B  
Page 15

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first above written.

**“CITY”**

**CITY OF ARVIN,**  
a municipal corporation

By: \_\_\_\_\_  
Jose Gurrola, Mayor

February \_\_\_\_\_, 2019

ATTEST:

\_\_\_\_\_  
Cecilia Vela, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Shannon Chaffin, City Attorney

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
Adam Ojeda, City Engineer

**“SUBDIVIDER”**

**LEORA, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Michael F. Hair, Managing Member

February 21, 2019

**Note:** Developer’s signature shall be notarized, and appropriate attestations shall be included as may be required by the bylaws, articles of incorporation, or other rules or regulations applicable to developer’s business entity.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name:  
Title:

### 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 Kern)

On February 21, 2019 before me, Claudia Sandoval, Notary Public  
(insert name and title of the officer)

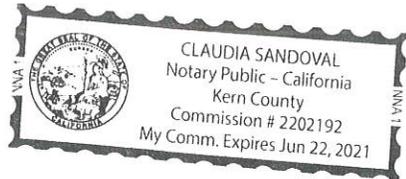
personally appeared Michael F. Hair, Jr.,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their 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 [Handwritten Signature]

(Seal)



**ENGINEER'S ESTIMATE**  
**TRACT NO 5816 - PHASE 10B**

Date: 2/20/2019

By: John H. Hulson

RCE 38265

 No. of Lots 54  
 Acreage: 13.81 Gross

Item #	Item Description	Qty	Unit	Unit \$	Item \$	% COMPLETE	REMAINDER
<b>Grading</b>							
1.	Earthwork	25,000	cy	12.00	300,000	90%	\$30,000.00
				<b>Subtotal</b>	<b>\$300,000</b>		<b>\$30,000.00</b>
<b>Sewer Improvements</b>							
2.	4" Sewer Line (Laterals)	1,659	lf	30.00	49,770	90%	\$4,977.00
3.	8" Sewer Line	1,839	lf	55.00	101,145	90%	\$10,114.50
4.	Standard Manhole	7	ea	4,000.00	28,000	90%	\$2,800.00
				<b>Subtotal</b>	<b>\$178,915</b>		<b>\$17,891.50</b>
<b>Storm Drain Improvements</b>							
5.	18" RCP	120	lf	120.00	14,400	90%	\$1,440.00
6.	Standard Manhole	1	lf	4,000.00	4,000	90%	\$400.00
7.	Outlet Structure	1	ea	4,000.00	4,000	90%	\$400.00
8.	Sump Fencing	564	lf	95.00	53,580	90%	\$5,358.00
9.	Type "A" Catch Basin	1	ea	5,000.00	5,000	90%	\$500.00
				<b>Subtotal</b>	<b>\$80,980</b>		<b>\$8,098.00</b>
<b>Water Improvements</b>							
10.	8" Waterline	1,950	lf	35.00	68,250	90%	\$6,825.00
11.	8" Gate Valve	12	ea	1,050.00	12,600	90%	\$1,260.00
12.	Hydrant Assembly	8	ea	4,000.00	32,000	90%	\$3,200.00
13.	Tie-in	3	ea	1,100.00	3,300	90%	\$330.00
14.	Water Services	54	ea	900.00	48,600	90%	\$4,860.00
				<b>Subtotal</b>	<b>\$164,750</b>		<b>\$16,475.00</b>
<b>Street Improvements</b>							
15.	AC Paving	2,624	TONS	75.00	196,800	0%	\$196,800.00
16.	AG Base	2,421	CY	70.00	169,470	90%	\$16,947.00
17.	6" Curb & Gutter	7,170	lf	25.00	179,250	90%	\$17,925.00
18.	4" Thick Sidewalk	24,580	sf	6.00	147,480	0%	\$147,480.00
19.	6" Thick Drive Approach	9,440	sf	9.00	84,960	0%	\$84,960.00
20.	Handicap Ramps	11	ea	2,500.00	27,500	0%	\$27,500.00
21.	Street Lights - Mast Arm 5,800 Lumen	10	ea	6,000.00	60,000	0%	\$60,000.00
22.	Street Lights - Mast Arm 9,500 Lumen	3	ea	6,000.00	18,000	0%	\$18,000.00
23.	Street Name Signs	10	ea	300.00	3,000	0%	\$3,000.00
24.	Traffic Control Signs	3	ea	300.00	900	0%	\$900.00
25.	CMU Walls	910	lf	130.00	118,300	90%	\$11,830.00
26.	Right of Way Landscaping	4,730	sf	5.00	23,650	0%	\$23,650.00
27.	Monument Encasements	6	ea	750.00	4,500	0%	\$4,500.00
				<b>Subtotal</b>	<b>\$1,033,810</b>		<b>\$613,492.00</b>
				<b>Total</b>	<b>\$1,758,455</b>		<b>\$685,956.50</b>
						<b>Total Estimate</b>	<b>\$1,758,455.00</b>
						<b>Work Completed</b>	<b>\$1,072,498.50</b>
						<b>Work Remaining</b>	<b>\$685,956.50</b>





**Jordan Kaufman**  
Treasurer and Tax Collector  
**Chase Nunneley**  
Assistant Treasurer and Tax Collector

## PROPERTY TAX ESTIMATE

TRACT: 5816-10B \_\_\_\_\_

FISCAL YEAR: 2019-2020 \_\_\_\_\_

PARCEL MAP: \_\_\_\_\_

Assessor Parcel Number	Valuation	Tax Amount
189-351-92-00-2	1,933,651	
<b>Fiscal Year: 2019- 2020</b>		\$23,750.00

I hereby certify that the taxes (and special assessments collected as taxes) on the above-referenced parcels are subject to a lien for the fiscal year and in the estimated amount indicated above. Said taxes (and special assessments) are not yet due and payable. If the taxes levied for the above fiscal year are more than the estimated amount collected, the additional amount is due and payable by the first installment due date to avoid penalties.

Sincerely,  
Jordan Kaufman,  
Treasurer and Tax Collector

Deputy: Rosio Benitez

Date: February 01, 2019

By: Rosio Benitez

Taxpayer Services Representative



Jordan Kaufman  
Treasurer and Tax Collector  
Chase Nunneley  
Assistant Treasurer and Tax Collector

### TAX COLLECTOR'S CERTIFICATE

Certificate Number: **19-019**

I hereby certify that according to the records of my office, all county taxes and special assessments collected as taxes shown to be currently due on the land included in TRACT 5816-10B or PARCEL MAP more fully described below, have been paid:

**Description:**

Code area 009-020, ATN 189-351-92-00-2 being a division of a portion of Parcel 3 of Parcel Map No. 11401 as per map recorded May 16, 2006 In Book 54 of Parcel Maps, Pages 191-193 inclusive in the Office of the Kern County Recorded also being a portion of the west half of section 35 Township 31 South, Range 29 East, Mount Diablo Base and Meridian, in the City of Arvin, County of Kern, State of California.

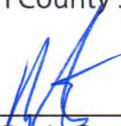
As provided by Section 162 of the Revenue and Taxation Code, a Fee of \$1.00 is charged for preparing this Document.

Supervisorial District # 4

Date: February 05, 2019

Received from: LEORA LLC

**Jordan Kaufman**  
**Treasurer and Tax Collector**  
Kern County State of California

By:   
Rosio Benitez

VALID ONLY IF MAP RECORDED PRIOR TO: November 1, 2019

SECURITY POSTED WITH TAX COLLECTOR February 5, 2019

Received By:   
Rosio Benitez

## Preliminary Report Top Sheet

◆ HELP US STAY ON TOP OF YOUR TRANSACTION ◆

**IF ANY OF THESE QUESTIONS ARE ANSWERED “YES”, OR IF YOU HAVE QUESTIONS ABOUT THE BELOW, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY**

- ◆ Have any of the principals recently filed bankruptcy?
- ◆ Do any of the principals plan to use a power of attorney?
- ◆ Are any of the principals going through a divorce? (if so, is there an attorney involved?)
- ◆ Is anyone currently vested in title deceased? Has a new Tax I.D. Number been established?
- ◆ Do any of the principals NOT have a valid photo identification?
- ◆ Is there construction work in progress or incomplete construction?
  - Any construction completed in the last year?
  - Any construction completed in the last 4 months?
- ◆ Is there a mobile or manufactured home on the property?
- ◆ Are the sellers a non-resident alien or a foreign out of country seller?
- ◆ Is the property an investment property or not considered seller's principal residence?
- ◆ Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- ◆ If your principals are currently vested or are taking title in their trust, have bank accounts been established in the name of the Trust?
- ◆ Will any of the principals be participating in a 1031 Exchange?
- ◆ Are any of the principals not able to sign with a Placer Title Company? If so, an approved notary will be required.

THANK YOU FOR CHOOSING

**Placer Title Company**

Order No.: P-195252



Placer Title Company  
175 Placerville Drive  
Placerville, CA 95667  
Phone:  
Fax:

Order No.: P-195252  
Reference:  
Escrow Officer: Jim Donner  
Email: jdonner@mlhc.com  
Email Loan Docs To: 1601edocs@placertitle.com

Proposed Insured:  
Proposed Loan Amount:

Proposed Underwriter: Old Republic National Title Insurance Company

Property Address: Parcel 3, PM 54/192, Comanche Drive, Arvin, CA 93203

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

***Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.***

***It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.***

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: February 17, 2017 at 7:30AM  
Title Officer: Dave Mendoza

The form of policy of title insurance contemplated by this report is:

Parcel Map Guarantee

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

Leora, LLC, a California limited liability company

The land referred to in this report is described as follows:

See Exhibit "A" Attached for Legal Description

## Exhibit "A" Legal Description

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

Parcel 3 of Parcel Map 11401 in the City of Arvin, County of Kern, State of California, as per map recorded May 16, 2006 in Book 54, Pages 192 through 194, inclusive, of Parcel Maps, in the Office of the County Recorder of said County. A Certificate of Correction recorded May 23, 2007, Document No. 0207109743, of Official Records.

Excepting therefrom all oil, gas and other hydrocarbon substances lying in and under said land, as excepted by Ann Derby Tipton and Eve Derby Stockton in Deed recorded May 24, 1960 in Book 3269, Page 798 of Official Records.

APN: 189-351-81-00

## EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2017-2018, a lien not yet due or payable.
2. Taxes, special and general, assessment districts and service areas for the Fiscal Year 2016-2017:

1st Installment:	\$959.35	Paid
2nd Installment:	\$959.35	Open
Parcel Number:	189-351-81-00	
Code Area:	009-020	
Land Value:	\$50,087.00	
Imp. Value:	\$0.00	
Total Value:	\$50,087.00	
Exemption Amount:	\$0.00	

Note: First Installment is due November 1 and delinquent December 10. Second Installment is due February 1 and delinquent April 10.

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
4. Any taxes or assessments levied by the Arvin-Edison Water Storage District. Amounts are collected with County Taxes.
5. An easement over said land for Sanitary Sewers and Treatment Plant and incidental purposes, granted to Arvin County Sanitation District, in deed recorded May 2, 1940, (book) 944 (page) 119, Official Records.

Affects:                      the Westerly 10 feet of said land

No representation is made as to the current ownership of said easement.

6. Rights incidental to the ownership for the use and development of the mineral interests reserved in Deed executed by Ann Derby Tipton and Eve Derby Stockton, recorded May 24, 1960, (book) 3269 (page) 798, Official Records.

Mineral rights not shown further.

7. An easement over said land for Ingress, Egress and Road and incidental purposes, granted to City of Arvin, in deed recorded September 11, 1998, (instrument) 0198124415, Official Records.

Affects:                      the Westerly 30 feet of said land

No representation is made as to the current ownership of said easement.

8. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, in document recorded December 22, 2000, (instrument) 0200162946, Official Records.

Contains: Mortgagee Protection Clause

Contains: No Reversionary Clause

Note: Section 12956.1 of the Government Code provides the following:

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

[Document Link](#)

9. An agreement by and between Sycamore Villas LLC and City of Arvin setting forth terms, conditions and restrictions relating to the subdivision referred to in the legal description herein, recorded July 3, 2003, as (instrument) 0203133456, Official Records.

Said document was modified in part by instrument recorded May 17, 2005, (instrument) 0205126038, Official Records.

Said document was modified in part by instrument recorded October 9, 2007, (instrument) 0207204984, Official Records.

Said document was modified in part by instrument recorded June 22, 2009, (instrument) 0209090109, Official Records.

Said document was modified in part by instrument recorded December 16, 2009, (instrument) 0209185187, Official Records.

10. An easement and irrevocable offer of dedication over said land for the purpose of public access, and incidental purposes as set forth on Parcel Map No. 11401, filed May 16, 2006, in Book (book) 54, Page (page) 192 of Parcel Maps.

Affects: Comanche Drive and El Camino Real

11. Provisions and conditions set forth in the "NOTES" of the following map:  
Map: 11401, Book 54 of Parcel Maps, at Page 192.

Reference is made to a copy of said map for further particulars.

\*\*\*\*\* SPECIAL INFORMATION \*\*\*\*\*

\*\*\* CHAIN OF TITLE REPORT:

According to the public records, no deeds conveying the property described in this report have been recorded within a period of 2 years prior to the date of this report, except as shown herein:

Sheriff's Deed executed by Donny Youngblood, Kern County Sheriff-Coroner, to LNV Corporation, a Nevada corporation, recorded July 26, 2016, Instrument No. 0216098021, Official Records.

[Document Link](#)

Quitclaim Deed executed by LNV Corporation, a Nevada corporation, to Leora, LeOra, LLC, a California limited liability company, recorded September 30, 2016, Instrument No. 000216134504, Official Records.

[Document Link](#)

\*\*\* LENDER'S SUPPLEMENTAL ADDRESS REPORT:

The above numbered report is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association Loan Form Policy:

Placer Title Company states that the herein described property is vacant land and that the property address is:

no situs address

\*\*\* NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

IMPORTANT NOTICE- ACCEPTABLE TYPE OF FUNDS

Please be advised that in accordance with the provisions of the California Insurance Code, Section 12413.1, any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement. Funds deposited by wire transfer may be disbursed upon receipt. Funds deposit via cashier's checks drawn on a California based bank may be disbursed the next business day. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS, OR FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

**\*\*\* DISCLOSURE OF DISCOUNTS \*\*\***

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title Company and the property is your primary residence; or
2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

**\*\*\* LENDER'S NOTE \*\*\***

In accordance with Executive Order 13224, and the USA Patriot Act, **PLACER TITLE COMPANY** compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

**\*\*\* BUYER'S NOTE \*\*\***

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.
3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

**CLTA PRELIMINARY REPORT FORM**  
**Attachment One (Rev 06-05-14)**  
**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
 (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
 Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I (continued)

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

### CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a) building; b) zoning; c) land use; d) improvements on the Land; e) land division; and f) environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c) that result in no loss to You; or d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b) in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**2006 ALTA LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

### EXCLUSIONS FROM COVERAGE (continued)

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

### 2006 ALTA OWNER'S POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

### EXCLUSIONS FROM COVERAGE (continued)

3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.  
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**NOTICE  
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
  2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
  3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

**CALIFORNIA WITHHOLDING**

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
  - a. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
  - b. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
  - c. The seller has a loss or zero gain for California income tax purposes on this sale; or
  - d. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
  - e. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
  - f. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
  - g. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
  - h. The seller is a tax-exempt entity under either California or federal law; or
  - i. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
  - j. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
  - k. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
  - l. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

**NOTICE  
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE**

Unless you elect otherwise (as described below), all funds received by (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

## PRIVACY POLICY NOTICE

### Purpose Of This Notice

Title V of the Gramm-Leach-Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

Montana Title and Escrow Company  
National Closing Solutions, Inc.  
National Closing Solutions of Alabama, LLC  
National Closing Solutions of Maryland, Inc.  
Texas National Title

Placer Title Company  
Placer Title Insurance Agency of Utah  
National Closing Solutions of Arkansas, LLC  
North Idaho Title Insurance Company  
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

**We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



<b>FACTS</b>	<b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b>
--------------	--

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> – to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

<b>Questions</b>	Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> ( <i>Contact Us</i> )
------------------	--

**Who we are****Who is providing this notice?**

Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

**What we do****How does Old Republic Title protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <http://www.OldRepublicTitle.com/newnational/Contact/privacy>.

**How does Old Republic Title collect my personal information?**

We collect your personal information, for example, when you:

- Give us your contact information or show your driver's license
- Show your government-issued ID or provide your mortgage information
- Make a wire transfer

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

**Definitions****Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies

- Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.

**Non-affiliates**

Companies not related by common ownership or control. They can be financial and non-financial companies.

- Old Republic Title does not share with non-affiliates so they can market to you

**Joint Marketing**

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- Old Republic Title doesn't jointly market.

### Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from your or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

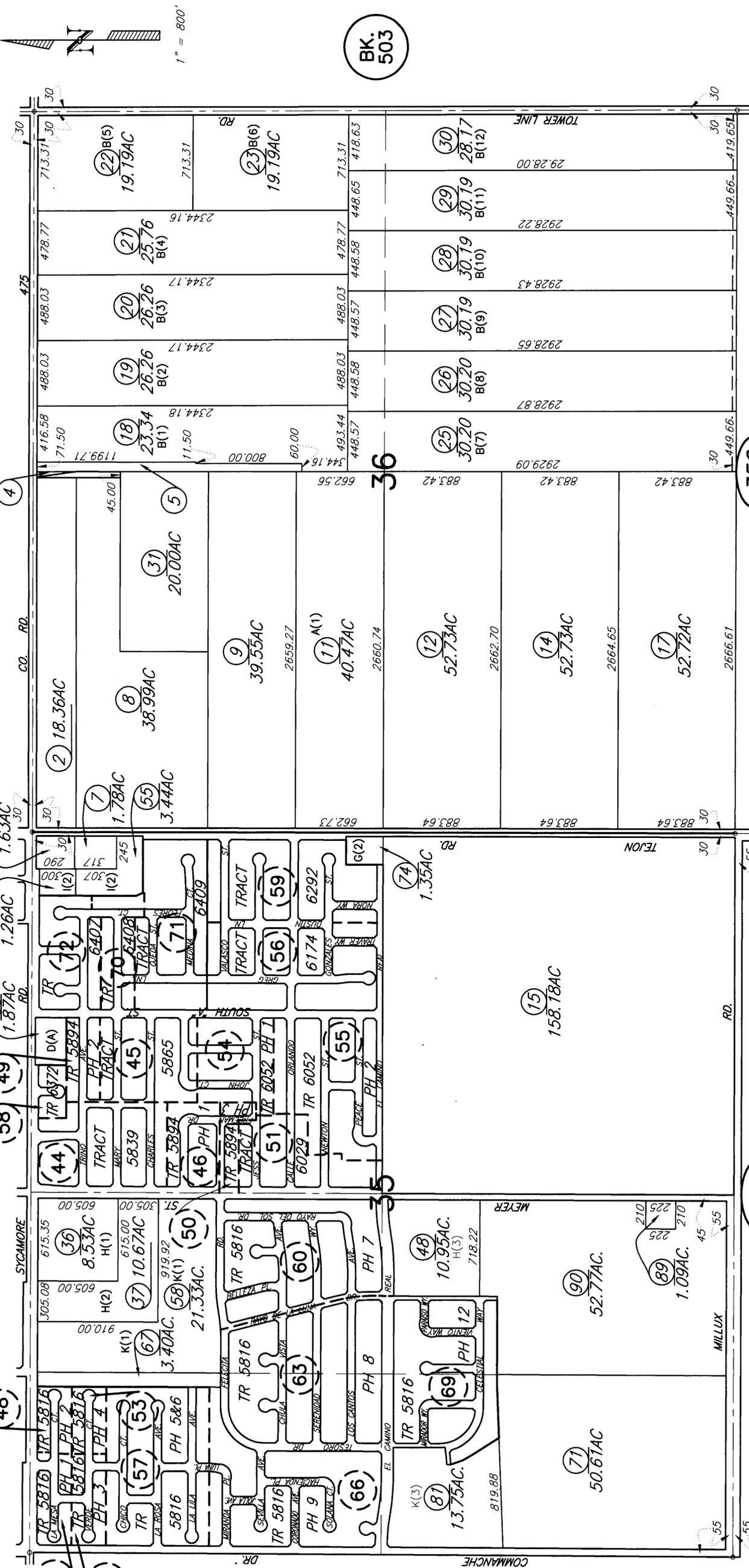
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

BK. 192

BK. 193

BK. 503

BK. 446



LEGEND		SUBD. KEY	
<b>REVISED</b>		F. PMW-98-1	
April 4, 2011		G. PMW 03-01	
<b>JURISDICTION</b>		H. PMW 1-00	
CITY OF ARVIN		I. PM 11216	
& VICINITY		J. PM 11318	
		K. PM 11401	
(LOT DESIGNATIONS IN PARENTHESIS)			
<b>DISCLAIMER</b>			
This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.			

54 P 192

# PARCEL MAP NO. 11401

BEING A DIVISION OF A PORTION OF THE WEST HALF OF SECTION 35, TOWNSHIP 31 SOUTH, RANGE 29 EAST, M.D.M. IN THE CITY OF ARVIN COUNTY OF KERN, STATE OF CALIFORNIA.

CONSISTING OF 4 PARCELS CONTAINING 90.21 ACRES

The Project will not be served by the local waste water treatment plant located at 18500 Rancho Road (the "Treatment Plant"), until the developer provides verification from the Treatment Plant operator, Veolia Water North America West, LLC, (the "Operator"), that the Treatment Plant has sufficient capacity to process the Project, and is willing and able to serve the Project. Furthermore, the Treatment Plant will not serve the Project unless and until the treatment plant, in its sole and absolute discretion, determines that it has the capacity and ability to safely and efficiently serve the Project. The City expressly discloses that the Treatment Plant in its existing infrastructure, and connections to and from the plant thereto, does not have the capacity to serve the Project. While the City expects to complete certain improvements to the Treatment Plant in 2006 that would provide the Treatment Plant a sufficiently increased capacity to serve the Project, the City makes no representation or warranty regarding this estimated timeline. The Developer expressly understands that the City owes no obligation or duty of any kind to the Developer to construct, fund, or plan for a new treatment plant, or expand the existing Treatment Plant to enable the Project to be appropriately serviced. The City will not be liable for any liability, damage, loss, harm, or other expense incurred by the Developer, or property owner for the Project, for failing to connect and serve the Project with treatment plant service.

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNER OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN UPON THIS MAP AND CERTIFICATES MADE A PART HEREOF, 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.

WE ALSO HEREBY GRANT TO THE PUBLIC IN GENERAL, AN EASEMENT FOR INGRESS, EGRESS AND ROAD PURPOSES, OVER AND ACROSS THE EAST 55 FEET OF COMANCHE DRIVE FROM EL CAMINO REAL TO THE SOUTHERN BOUNDARIES OF PARCELS 3 AND 4 AS SHOWN UPON SAID MAP AND THE FULL 60 FEET FOR THE INTERIOR ACCESS ROAD THROUGH PARCELS 3 AND 4 AS SHOWN UPON SAID MAP.

WE ALSO HEREBY GRANT TO THE CITY OF ARVIN, AN IRREVOCABLE OFFER OF DEDICATION FOR INGRESS, EGRESS AND ROAD PURPOSES, OVER AND ACROSS THE EAST 55 FEET OF COMANCHE DRIVE FROM EL CAMINO REAL TO THE SOUTHERN BOUNDARIES OF PARCELS 3 AND 4 AS SHOWN UPON SAID MAP AND THE FULL 60 FEET FOR THE INTERIOR ACCESS ROAD THROUGH PARCELS 3 AND 4 AS SHOWN UPON SAID MAP.

WE ALSO HEREBY GRANT TO THE PUBLIC IN GENERAL, AN EASEMENT FOR INGRESS, EGRESS AND ROAD PURPOSES, OVER AND ACROSS THE EAST 30' OF PARCEL 4 AS SHOWN UPON SAID MAP.

THE ABOVE DESCRIBED EASEMENTS TO BE KEPT OPEN, CLEAR AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

BY: SYCAMORE VILLAS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

*[Signature]* Member President  
BY: SYCAMORE VILLAS, LLC OFFICER

DENNIS A. HARRIS Member President  
PRINT NAME

STATE OF CALIFORNIA } S.S.  
COUNTY OF ~~KERN~~ LOS ANGELES  
ON MARCH 6, 2006 BEFORE ME, DARYL J. SEQUEIRA  
PERSONALLY APPEARED DENNIS A. HARRIS

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 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 AND OFFICIAL SEAL,

SIGNATURE *[Signature]*

Daryl J. Sequeira  
Comm # 1502892  
Los Angeles County  
Exp. July 23, 2008  
(310) 395-3936



### CITY CLERK'S STATEMENT

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, WE, THE CITY COUNCIL HEREBY WAIVES THE REQUIREMENT OF THE SIGNATURE(S) OF THE FOLLOWING:

EASEMENT HOLDER	NATURE OF INTEREST
PUBLIC IN GENERAL	PUBLIC HIGHWAY BY ORDER OF THE KERN COUNTY BOARD OF SUPERVISORS PER VOLUME 5, PAGE 132 OF THE MINUTE BOOKS.
ARVIN SANITATION DISTRICT	SEWER LINE EASEMENT PER BOOK 944, PAGE 119, O.R.
PUBLIC IN GENERAL	ROADWAY EASEMENT PER DOC. NO. 0198124415, O.R.
SYCAMORE VILLAS, LLC	WELL EASEMENT AGREEMENT AS IT PERTAINS TO WATER DISTRIBUTION, REPAIR AND MAINTENANCE, COST AND TERMINATION PER DOC. NO. 0200162270, O.R.
SYCAMORE VILLAS, LLC	WELL EASEMENT AGREEMENT AS IT PERTAINS TO WATER DISTRIBUTION, REPAIR AND MAINTENANCE, COST AND TERMINATION PER DOC. NO. 0200162270, O.R. (NOT PLOTTABLE)
CITY OF ARVIN	TEMPORARY DRAINAGE EASEMENT PER DOC. NO. 0205154232, O.R.
CITY OF ARVIN	TEMPORARY TURN-A-ROUND EASEMENTS PER DOC. NO. 0205154231, O.R.
PACIFIC GAS & ELECTRIC CO.	POWER LINE EASEMENT PER BOOK 1706, PAGE 14, O.R.

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SYCAMORE VILLAS, LLC ON MAY 2, 2005. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL MONUMENTS ARE OF CHARACTER AND OCCUPY THE POSITION INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

*[Signature]*  
RANDALL G. SIZEMORE L.S. 5972 (EXP. 12/31/06)



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, THAT ALL PROVISIONS OF DIVISION 2, TITLE 7, OF THE GOVERNMENT CODE AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE SAME TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.



CITY ENGINEER, CITY OF ARVIN  
*[Signature]* 5-5-06  
GERALD F. HELT C # 28508 (EXP. 3/31/08) DATE

### PLANNING DIRECTOR'S STATEMENT

THE PLANNING DIRECTOR OF THE CITY OF ARVIN APPROVED OR CONDITIONALLY APPROVED THE VESTING PARCEL MAP ON SEPTEMBER 2005, AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND IN ACCORDANCE WITH CONDITIONS APPROVED BY THE ARVIN PLANNING DIRECTOR.

5-9-06  
DATE

*[Signature]*  
MAX BACERRA  
PLANNING DIRECTOR, CITY OF ARVIN

### CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARVIN AT A MEETING HELD ON May 09, 2006.

05-09-06  
DATE

*[Signature]*  
CITY CLERK AND EX-OFFICIO CLERK OF THE COUNCIL OF THE CITY OF ARVIN

### ADDITIONAL MAP INFORMATION

THE INFORMATION SHOWN BELOW DESCRIBES CONDITIONS REGARDING THIS MAP AS OF THE DATE OF FILING AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST.

- EXISTING DEVELOPMENT AGREEMENT  
A DEVELOPMENT AGREEMENT WAS MADE AND ENTERED INTO AS OF THE 6th DAY OF FEBRUARY, 2003, BY AND BETWEEN THE CITY OF ARVIN, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, (CITY) AND SYCAMORE VILLAS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY. (DEVELOPER)
- ANY ROAD, EASEMENT, OR RIGHT-OF-WAY FOR ROAD OR HIGHWAY PURPOSES SHOWN OR REFERRED TO ON FINAL PARCEL MAP NO. 11401, INCLUDING BUT NOT LIMITED TO ANY DEDICATED OR OFFERED FOR DEDICATION TO THE PUBLIC OR TO THE CITY IS NOT A CITY ROAD AND IS NOT SUBJECT TO IMPROVEMENT OR MAINTENANCE BY THE CITY UNTIL AND UNLESS THE CITY OFFICIALLY ACCEPTS SAME INTO THE CITY ROAD SYSTEM BY RESOLUTION OF THE CITY COUNCIL, EXCEPTING ANY EXPRESSLY SHOWN HEREON AS BEING A CITY ROAD.
- THE DEVELOPER SHALL PROVIDE TO THE CITY OF ARVIN VERIFICATION OF THE WASTEWATER TREATMENT PLANT CAPACITY FROM THE CITY'S WASTEWATER TREATMENT OPERATOR, AND VERIFICATION OF DOMESTIC WATER AVAILABILITY PRIOR TO APPROVAL OF FINAL PARCEL MAP NO. 11401.  
NOTE: The issuance of a Certificate of Occupancy (C of O) by the City of Arvin for any commercial (and/or) residential building for or by this map, project, (and/or) approved plan, is contingent upon the Waste Water Treatment Plant (WWTP) capacity and (WWTP) effluent discharge disposal field being available for this map, project, (and/or) approved plan.

### RECORDER'S CERTIFICATE

DOCUMENT No. 206121379  
FILED IN BOOK 54 OF PARCEL MAPS AT PAGE 192 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN THIS 16 DAY OF MAY, 2006 AT 2:00 P.M. AT THE REQUEST OF RANDALL G. SIZEMORE.

BY: *[Signature]*  
JAMES W. FITCH  
KERN COUNTY ASSESSOR/RECORDER

SHEET 1 OF 3 SHEETS

192

M-1  
11-4A PM 11401

206121379

206189-0355-0-02.03

189-351-38, 41

RECEIVED

JUN 07 2006

192

# PARCEL MAP NO. 11401

BEING A DIVISION OF A PORTION OF THE WEST HALF OF SECTION 35, TOWNSHIP 31 SOUTH, RANGE 29 EAST, M.D.M. IN THE CITY OF ARVIN COUNTY OF KERN, STATE OF CALIFORNIA.

CONSISTING OF 4 PARCELS CONTAINING 90.21 ACRES



### BASIS OF BEARINGS

THE BEARING OF S. 89°49'12.8" E. ON THE NORTH LINE OF THE WEST HALF OF SECTION 35, TOWNSHIP 31 SOUTH, RANGE 29 EAST, PER FILED MAP 7-1, BOOK 6, PAGE 92 AS FILED IN THE OFFICE OF THE KERN COUNTY SURVEYOR AND ROUNDED TO S.89°49'13"E. WAS USED FOR THE BASIS OF BEARING FOR THIS MAP.

### NOTES

THE BLUE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.  
ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

### RECORDER'S CERTIFICATE

DOCUMENT No. 206121379

FILED IN BOOK 54 OF PARCEL MAPS AT PAGE 194 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN THIS 16 DAY OF May, 2008 AT 2:00 P.M. AT THE REQUEST OF RANDALL G. SIZEMORE.

BY: J. Fitch  
DEPUTY RECORDER

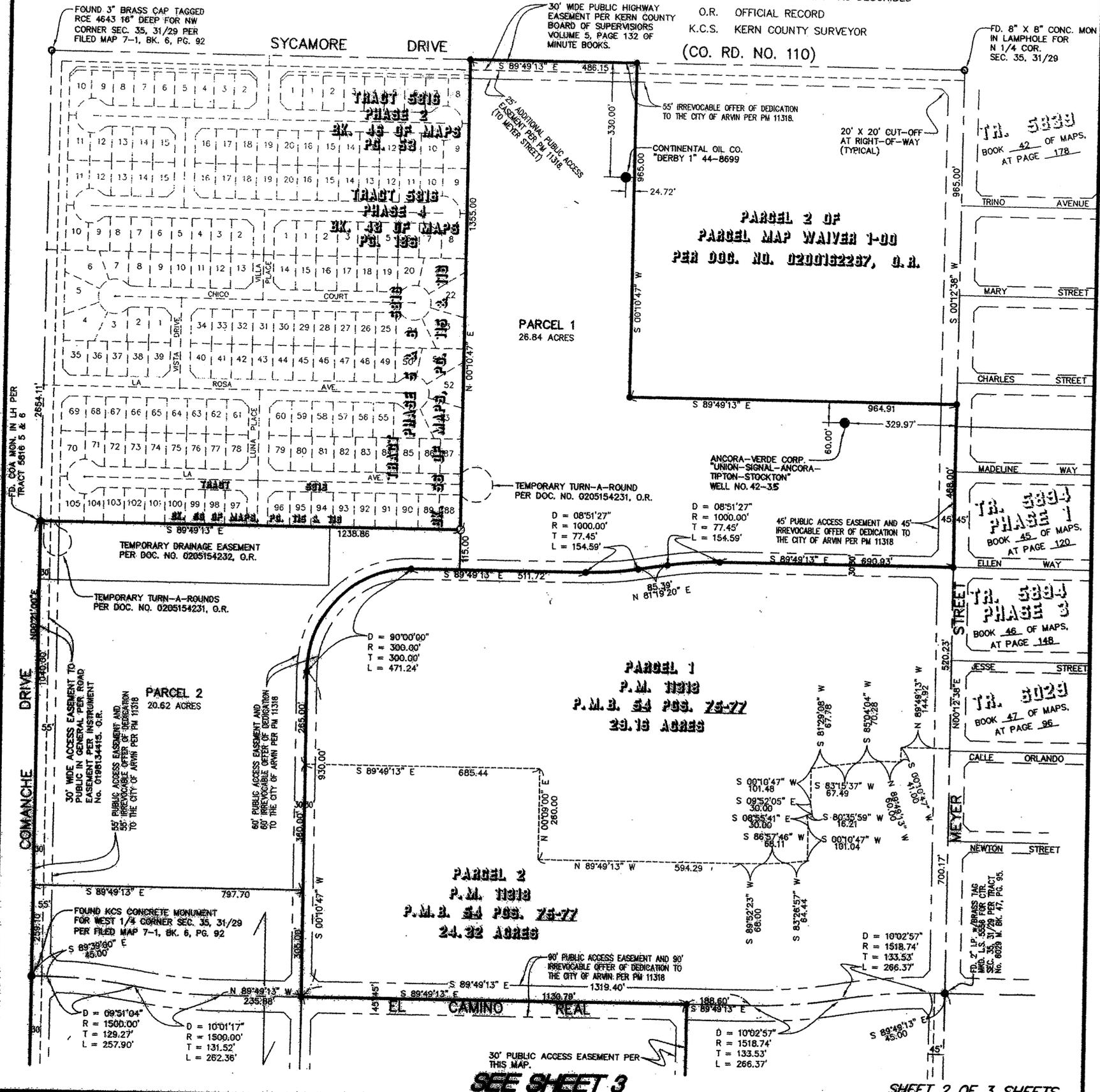
JAMES W. FITCH  
KERN COUNTY ASSESSOR/RECORDER

### EASEMENTS

- ① PUBLIC IN GENERAL PUBLIC HIGHWAY BY ORDER OF THE KERN COUNTY BOARD OF SUPERVISORS PER VOLUME 5, PAGE 132 OF THE MINUTE BOOKS.
- ② ARVIN SANITATION DISTRICT SEWER LINE EASEMENT PER BOOK 944, PAGE 119, O.R.
- ③ PUBLIC IN GENERAL ROADWAY EASEMENT PER DOC. NO. 0198124415, O.R.
- ④ SYCAMORE VILLAS, LLC WELL EASEMENT AGREEMENT AS IT PERTAINS TO WATER DISTRIBUTION, REPAIR AND MAINTENANCE, COST AND TERMINATION PER DOC. NO. 0200162270, O.R.
- ⑤ SYCAMORE VILLAS, LLC WELL EASEMENT AGREEMENT AS IT PERTAINS TO WATER DISTRIBUTION, REPAIR AND MAINTENANCE, COST AND TERMINATION PER DOC. NO. 0200162270, O.R. (NOT PLOTTABLE)
- ⑥ CITY OF ARVIN TEMPORARY DRAINAGE EASEMENT PER DOC. NO. 0205154232, O.R.
- ⑦ CITY OF ARVIN TEMPORARY TURN-A-ROUND EASEMENTS PER DOC. NO. 0205154231, O.R.

### LEGEND

- SET 2" IRON PIPE TAGGED L.S. 5972
- ⊙ SET 6" CONCRETE MONUMENT w/BRASS CAP MARKED L.S. 5972 IN MONUMENT ENCASEMENT
- ⊙ FOUND 2" IRON PIPE TAGGED L.S. 4335 PER TRACT 5816 5&6 AS FILED IN BOOK 56 OF MAPS AT PAGE 115
- ( ) RECORD BEARING AND DISTANCE PER TRACT 5816 5&6 AS FILED IN BOOK 56 OF MAPS AT PAGE 115
- ⊙ FOUND MONUMENT AS DESCRIBED
- O.R. OFFICIAL RECORD
- K.C.S. KERN COUNTY SURVEYOR



SHEET 2 OF 3 SHEETS

11-4A PM 11401 M-1

206121379







# State of California Secretary of State

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

**APR 27 2005**

**BRUCE McPHERSON**  
Secretary of State

EXHIBIT B  
Conditions of Approval Including City Impact Fees & Impositions

- 1) Pursuant to authority of Section 66474.9 of the California Government code, approval of this project is conditioned upon the Developer defending, indemnifying and holding harmless the City of Arvin, its agents, officers, consultants and / or employees from any claim, action or processing against the City, its agents, officers, consultants, and / or employees, to set aside, void or annul an approval concerning the project, if such action is brought within the time period provided for in section 66499.37 of the California Government Code. Developer may, in Developer's discretion, use an attorney selected by Developer to satisfy the obligation of this condition.
- 2) This project is subject to all applicable Federal and State statutes, ordinances, regulations, standards and policies
- 3) Developer shall be required to obtain all necessary permits from all agencies having jurisdiction over property being developed.
- 4) Developer shall comply with the provisions of the Environmental Impact Report prepared for Annexation No. 16, as applicable.
- 5) The following improvements are required:
  - a) Grading, curbs, gutters, drainage and drainage structures necessary to the proper use and drainage of streets, highways, alleys and ways and to the public safety.
  - b) Installation and surfacing of streets, highways, alleys and ways, as proposed by developer and approved by the City of Arvin.
  - c) Sidewalks, handicap access ramps shall be required at all curb returns within the development.
  - d) Sanitary sewer facilities and connections for each parcel or lot created
  - e) Water system with mains of sufficient number of outlets to furnish adequate domestic water supply for each parcel or lot created and to provide adequate fire protection to meet local neighborhood needs
  - f) If common area landscaping is proposed, landscaping shall conform to the plans attached hereto. Irrigation plans shall be submitted and approved as part of each phase's improvement plans. Any such common area landscaping shall be maintained by the Developer for six months from the date of Subdivision Acceptance by the city.

1

03/28/02

34 OF 79

At the end of such six month period, city shall accept such landscape and Developer shall replace any dead plants prior to city's acceptance.

- g) Street name signs and stop signs, no traffic shall be allowed on streets until regulatory signs are in.
  - h) Street lighting location per the City standards and as required by the utility company and the City Engineer.
  - i) The Developer shall improve Developer's part width portion of adjacent boundary streets (Sycamore, Meyer, Mullux and Comanche) to standards set forth in this agreement. The following intersections shall have right turn pockets with deceleration lanes: south west corner of Sycamore & Meyer, the north west corner of Meyer & El Camino, the north west corner of Meyer and Mullux, the north east corner of Comanche and Mullux, the south east corner of Comanche and El Camino.
  - j) Cut and fill slopes shall be in conformance with the requirements of the soils engineer for this project, but in no case shall be steeper than two to one, except as otherwise approved by City staff. Slopes which are designated for landscaping shall not exceed five to one.
  - k) All lots shall be graded with swales at a ½ % gradient in accordance with the Uniform Building Code and shall be graded from rear to front unless otherwise approved by the City Engineer.
- 6) Developer shall construct, or pay their pro rata share of construction, as set forth in the traffic study under the CEQA approvals for the following traffic improvements:
- a) Traffic signals and channelization at: SR 223 and SR 184, SR 223 and Comanche Drive, SR 223 and Meyer Street, SR 223 and Tejon Highway, Tejon Highway and Franklin Street, Tejon Highway and Sycamore Road, Sycamore Road and Comanche Drive;
  - b) Road widening of Tejon Highway (South Derby Street) between SR 223 and Sycamore Road.
  - c) Road improvements on Towerline Road south of SR 223 as outlined in the traffic study.

This project's pro rata shares of construction costs, in lieu of constructing the above improvements, are \$350.00 per single family unit and \$231 per multi family unit. The fee is collected at the building permit stage.

- 7) The Developer shall comply with all San Joaquin Valley Unified Air Pollution Control District and City of Arvin regulations regarding the reduction of air emissions resulting from the project.

3/28/02

35 OF 79

- 8) Provision for transit systems shall be incorporated into the project design including designation of bus stop locations at regular intervals so areas adjacent to transit lines can be served (in consultation with Arvin Transportation Authority).

Sufficient access to external roadways and to transit shall be provided from within developments. Circulation systems in new developments shall be designed to allow for transit service and pedestrian and bike paths shall be provided for access routes within the project.

- 9) If, during development and construction, any artifacts or evidences of prehistoric or historic occupation are discovered, construction activities which might disturb or destroy such artifacts or evidences shall be ceased until the development / construction site can be evaluated by a qualified archaeologist chosen by the Developer and a recommendation made as to their preservation and / or recordation.
- 10) This project shall utilize ornamental wood fences, or landscaping, or setbacks and / or other methods to buffer and visually screen the future residential lots from Mullux Road or Comanche Drive as appropriate. Methods to achieve buffering and/or all fence and landscape designs shall be per the specifications as set forth herein. The ornamental wood fence shall be constructed at the rear property line. The wood fence shall be within and at the rear property line of such lot and shall be maintained by the homeowner. Developer shall provide an acoustical noise study prior to the recordation of the first phase using the proposed fence, landscape setback and / or other buffer method. The study shall substantiate that the proposed buffer satisfies noise requirements as set forth in the General Plan. The proposed fence, landscape setback and / or other buffer method shall not have to be built until such time as the ambient noise exceeds the requirements as set forth in the General Plan.
- 11) This project shall be subject to the provisions of Arvin's Right-to-Farm ordinance.
- 12) Noise during construction shall be mitigated to the fullest reasonable extent. If complaints are received, the City may impose restrictions such as limitation of hours of operation to daylight hours or other appropriate, reasonable measures.
- 13) All utilities shall be installed underground in accordance with each of the utility company requirements and with the City of Arvin requirements.
- 14) The Developer shall dedicate public utility easements within the project where required by the City and affected utilities.
- 15) The Developer shall dedicate or cause to dedicate appropriate easements outside building pad areas for proposed City maintained facilities if such facilities are located outside of City right-of-way.
- 16) Prior to approval of any Final Subdivision Maps the following is required:

- a) Compliance with items 1-15

3/28/02




3



36 OF 79

- b) The final map shall be in accordance of the State Subdivision Map Act.
- c) All development to comply with City of Arvin Municipal Code 1978, including updates through the date hereof as set forth in article 1.11 of this Agreement.
- d) The Developer shall provide written approval from the Division of Oil and Gas for the construction of any structure or roadway over or in the proximity of an abandoned well location.
- e) The Developer shall comply with the standards, conditions and policies of the Kern County Fire Department, and have water improvement plans and specifications approved by said Department.
- f) The Developer shall comply with the standards, conditions and policies of the Arvin Community Services District and have improvement plans and specifications approved by said District.
- g) The Developer shall pay a Police impact fee of \$150.00 per single family residential unit or \$100.00 per multifamily unit or \$300.00 per acre of commercial. The fee shall be paid as satisfaction in full for any mitigation, annexation, connect or other impact or exaction due or required for police services. The fee is collected at the building permit stage.
- h) Streetscape plans for common areas, if any, shall be in conformance with the specifications set forth herein.
- i) The developer shall be required to dedicate land and/or pay in lieu fees for park land dedication and development at a ratio of 5.0 acres per 1,000 population. For purposes of this Development Agreement, a density of 3.02 persons per single family dwelling unit and 3.04 persons per multifamily dwelling unit shall be used. The in lieu fee amount to be as set forth in condition 19b.
- j) Ultimate boundaries of Phases shall be subject to approval of City Engineer and City Planning Department.
- k) The Final maps shall include the boundary information remainder parcels.
- l) A current title report shall be submitted for the final map. The title report shall include the entire legal boundary of property being subdivided.
- m) Closure calculations shall be submitted at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation printout. The points of beginning shall be clearly defined and lot areas shall be shown and verifiable from information shown on the closure calculation printout. The area of each lot shall be indicated on the final map in square feet.

3/28/02

4

37 OF 79

- n) For each phase of this project, Developer shall enter into a separate subdivision improvement agreement with the City substantially in the form attached hereto, provide securities for faithful performance and labor and material as required by the State Subdivision Map Act and City of Arvin, and pay all appropriate fees at the time that such fees are due and payable, subject to the limits set forth in this Agreement. In Developer's option, City shall accept a blanket lien on the area of a final map or other acceptable property in satisfaction of the security requirements in lieu of a subdivision improvement bond. City shall release lots from such lien upon completion of improvements to such lots. Developer to pay costs for lien and lien releases.
- o) Provide one complete CAD file of subdivision improvement plans and final map to the City. These files may be on either 3 1/2" or 5 1/4" disks or CD-ROM or other medium acceptable to Developer and City Engineer. Details may be worked out with City staff.
- p) The Developer shall provide verification from the Division of Oil and Gas that all wells have been properly abandoned.

17) Prior to recordation of any Subdivision Maps, the following is required:

- a) Compliance with items 1-16
- b) The Developer shall pay all applicable taxes, fees and charges in accordance with Section 3.5 of the Development Agreement.
- c) Engineers' estimates for subdivision improvements may be prepared from unit price information provided by licensed general contractors on file with the City of Arvin or based upon pricing acceptable to the City Engineer.
- d) The proposed names for streets shall be submitted to and approved by the Planning Director.
- e) All subdivision maps and improvement plans are approved.
- f) Annexation to City of Arvin Landscaping and Lighting Maintenance District No. 1 is executed.

18) Prior to the issuance of a Grading Permit, the following is required.

- a) Compliance with items 1-16
- b) All subdivision maps and improvement plans are approved.
- c) The Developer shall be responsible for accepting and conducting historic storm drainage flows which currently crosses the property and originates off site through the project boundaries. The Developer has completed a Flood Study for this area and the design of this Tentative Tract is in substantial compliance with said study. The

3/28/02

5

38 OF 79

Developer shall obtain a floodplain development permit, if necessary, prior to any grading activity.

19) Prior to issuance of any Building Permit, the following is required:

- a) Compliance with items 1-18
- b) If adequate park land is not dedicated and developed by the Developer, the Developer shall pay a land dedication and development in lieu fee. In lieu fee is \$300.00 per single family dwelling unit and \$225 per multifamily dwelling unit. The fee shall be paid as satisfaction in full for any mitigation, annexation, connect or other impact or exaction due or required for park.
- c) The Developer shall pay sewage treatment plant improvements and/or expansion fees and the Developer shall pay sewer system infrastructure (pipelines) improvements and/or expansion fees for the property. The combined fee for the above is an amount of \$2,205 per single family dwelling unit and \$1,654 per multi family dwelling unit and The amount for the commercial zoned property shall be determined per the traffic study required in condition 25 of this Exhibit B.
- d) The Developer shall pay Arvin Community Services District water service fees in effect for the property at the time building permits are requested.
- e) All subdivision map's, rights-of-way, and easements are recorded.

20) All development to comply with Chapter 15.32, Floodplain management, of the Arvin Municipal Code.

21) Intentionally left blank

22) A six (6) foot high solid masonry wall and landscaping shall be provided at the rear property line of all double frontage lots adjacent to Sycamore Drive. Prior to recordation on any maps, the Developer shall either form and annex into or annex into an existing maintenance assessment district to ensure the continued maintenance of walls and landscaping.

23) All double frontage lots excepting lots fronting on Sycamore Drive shall require a three (3) foot high chain link fence and landscaping at the rear property line. An ornamental wood fence shall be constructed on private property at the rear property line and shall be maintained by the homeowner. Prior to recordation on any maps, the Developer shall either form and annex into or annex into an existing maintenance assessment district to ensure the continued maintenance of walls and chain link fences and landscaping.

24) Commercial Development shall provide bicycle parking facilities (bike racks) at a ratio of one rack capable of accommodating six bicycles for every 100 parking spaces required at the time of development, or fraction of 100 spaces.

3/28/02

6

39 OF 79

- 25) Prior to approval of any Precise Development plan the applicant shall complete a revised traffic study which specifically addresses traffic impacts of the commercial property.
- 26) Developer's road width and landscape improvements on any perimeter street adjacent to the Subdivision or on any secondary collector may be deferred, until such time as when a total of 140 lots have been subdivided adjacent to such perimeter street and such perimeter street is needed for secondary access. Temporary secondary access required by City of Arvin Chief of Operations may be required to be constructed.
- 27) Developer shall obtain a "Will Serve" letter or other instrument from the water purveyor.
- 28) A comprehensive storm drainage master plan prepared by a registered civil engineer for the entire tentative map area as well as effected adjacent areas upstream and downstream shall be required. The master drainage plan has been approved. The master drainage plan is illustrative. The master drainage plan is subject to update to conform to new lot and block design as required to serve the project.
- 29) A comprehensive master plan for the proposed sanitary sewer collecting system, prepared by a registered civil engineer for the entire tentative map area and affected adjacent areas, shall be required. The plan shall include provisions for a centralized sewage lift station, if determined necessary by the City, appropriately sized for the map area and service area. The plan shall address the trigger point when major facilities, such as lift station, shall be designed and constructed. Approval of this master plan shall be required prior to submittal for checking of the first phase improvement plan and/or map within the tentative map area. The master sewer plan has been approved. The master sewer plan is illustrative. The master sewer plan is subject to update to conform to new lot and block design as required to serve the project. Extension of sewer service beyond the boundary of the Property shall be provided only by the mutual agreement of city and developer.
- 30) Developer shall provide stripped median improvements.

3/28/02




7



40 OF 79



# CITY OF ARVIN

February 21, 2019

**MAYOR**  
Jose Gurrola

TO: City of Arvin, City Council and Tract 5816 Project File

**MAYOR PRO TEM**  
Jazmin Robles

RE: Amendments to the approved tentative map for tract 5816 phase 10B

**COUNCIL MEMBERS**  
Gabriela Martinez  
Olivia Trujillo  
Mark Franetovich

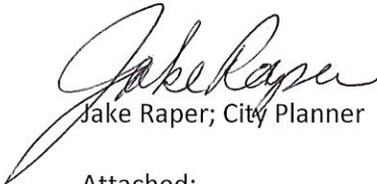
**CITY MANAGER**  
Jerry Breckinridge

LeOra LLC is the land owner of Phase 10B of tract 5816. A tentative map, Vesting Tentative Tract Map 5816 was created by L Bruce Nybo, Inc. dated 5/22/1995, and a portion of that map includes the area of Phase 10B. To my knowledge, the Nybo map was approved by the City of Arvin Planning Commission 1995. Since that time, various amendments seem to have been made to the Nybo map that have resulted in substantial changes to the site and lot layouts within the area of Phase 10B as well as other phases that have had final maps recorded. City staff has been unable to locate records showing that such changes were approved by the Planning Commission, as it is believed that such changes occurred approximately 15 years ago.

At this time, it has come to my attention that LeOra, LLC wishes to record a final map for Phase 10B. The proposed map does not conform to the Nybo map. However, City Staff believes that the currently proposed modified map was adequately amended by the City approximately 15 years ago. Furthermore, the proposed map conforms to the zoning and planning requirements of the City, and is appropriate to be recorded as shown.

Therefore, the proposed final map for Phase 10B of Tract 5816 is acceptable to the Community Development Department, Planning Division for recordation as shown.

Regards,



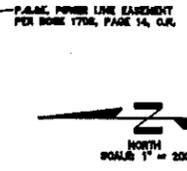
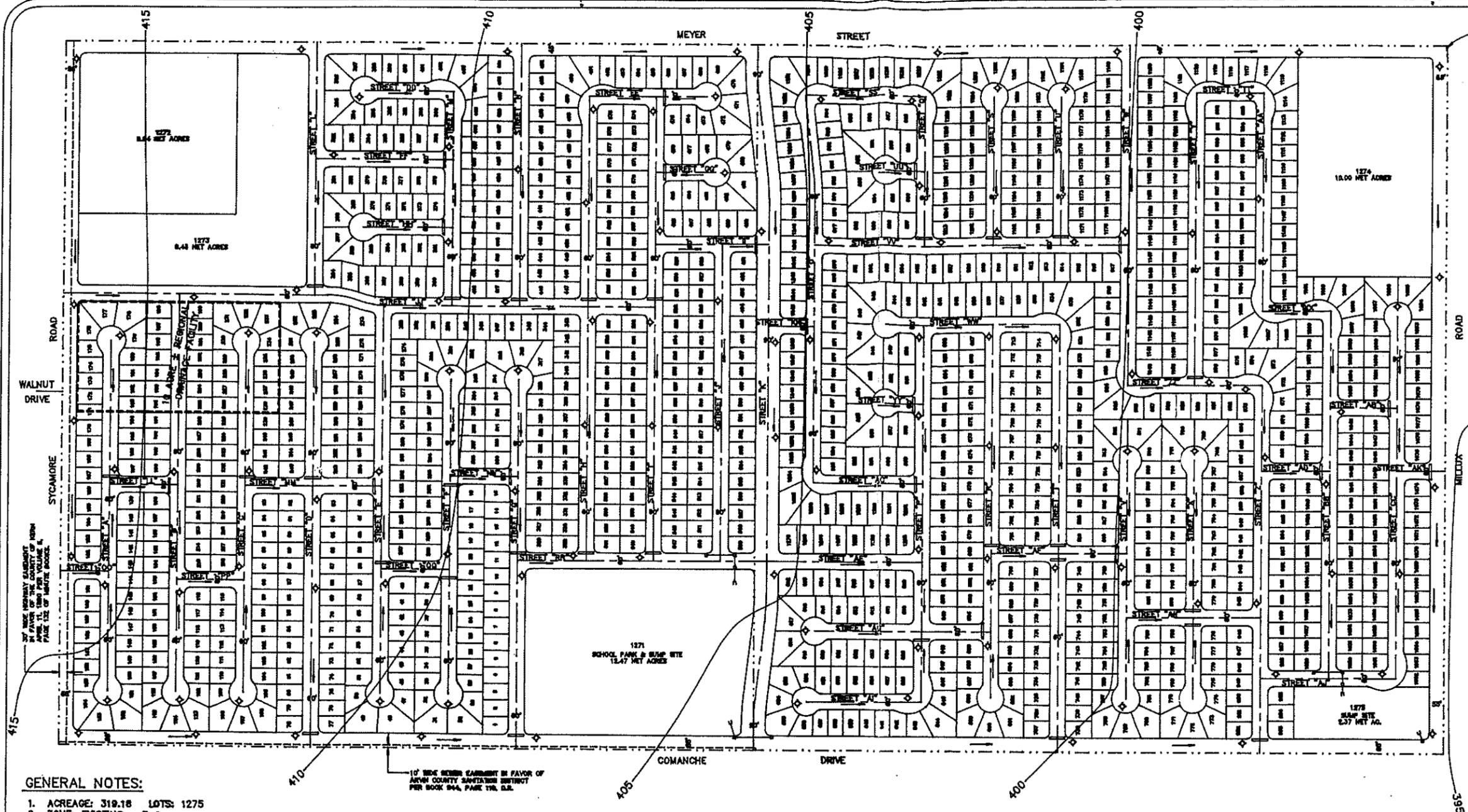
Jake Raper; City Planner

Attached:

- 1) Nybo map
- 2) Proposed final map for Tract 5816 Phase 10B

Phone (661) 854-3134  
Fax (661) 854-0817

200 Campus Drive  
P.O. Box 548  
Arvin, California 93203



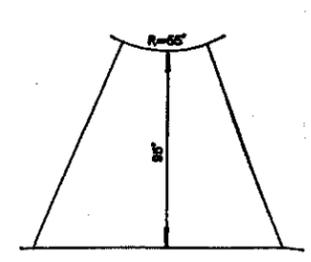
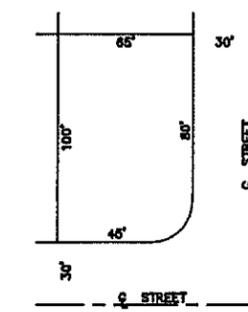
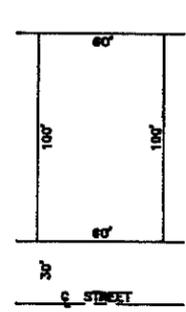
design:	RUB	date	
drawing:	RUB/RS		5/21/95
checked:			
L Bruce Nybo CE 28849 Exp. 12/31/98			

**TENTATIVE TRACT NO. 5816**  
**KERN COUNTY, CALIFORNIA**

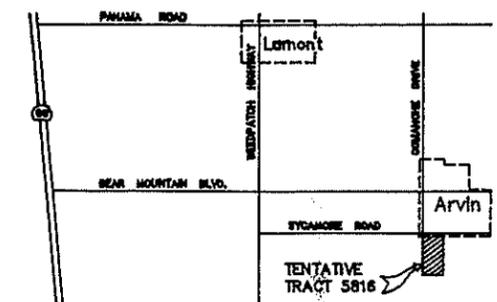
**GENERAL NOTES:**

1. ACREAGE: 319.18 LOTS: 1275
2. ZONE: EXISTING = R-1
3. ARVIN GENERAL PLAN - LOW DENSITY RESIDENTIAL
4. A.P.N. 189-351-16 & 189-351-17
5. PROPOSED USE: SINGLE FAMILY RESIDENTIAL
6. UTILITIES:  
 WATER: ARVIN COMMUNITY SERVICES DISTRICT.  
 SEWER: CITY OF ARVIN.  
 ELECTRICITY: PACIFIC GAS & ELECTRIC CO.  
 GAS: SOUTHERN CALIFORNIA GAS CO.  
 TELEPHONE: PACIFIC BELL.  
 CABLE TV: WARNER CABLE.
7. FIRE HYDRANTS AND FIRE FLOW SHALL BE APPROVED BY THE KERN COUNTY FIRE CHIEF.
8. DRAINAGE TO BE APPROVED BY THE CITY OF ARVIN.
9. IMPROVEMENTS TO BE TYPE "A" SUBDIVISION STANDARDS.
10. CONTOUR INTERVAL: 5 FEET.
11. ——— DIRECTION OF FLOW
12. ——— CROSS GUTTER
13. ——— CATCH BASIN
14. ——— OUTLET STRUCTURE
15. ◆ PROPOSED STREET LIGHT
16. STREET LENGTH: APPROX. 65,000 L.F.
17. PROJECT MAY BE PHASED.
18. ALL CORNER LOTS WILL BE APPROX. 65'x100' = 6500 SQ. FT.
19. ALL INTERIOR LOTS WILL BE APPROX. 60'x100' = 6000 SQ. FT.
20. INTERIOR STREET WIDTHS ARE 60' TYPICAL.
21. ALL CURB RETURNS RADIUS TO BE 20'.
22. ALL RETURNS AT CUL-DE-SACS AND KNUCKLES TO BE 25' RADIUS.
23. CUL-DE-SAC RADIUS FROM CENTER OF BULB TO FACE OF CURB SHALL BE 45 FEET, PAVEMENT STRUCTURAL SECTION WITHIN THE BULB AREA TO BE DESIGNED TO A TRAFFIC INDEX OF SIX (6) WITH A MINIMUM ASPHALT SECTION OF THREE (3) INCHES.

17" SIDE SEWER CARRIAGE IN FAVOR OF ARVIN COUNTY SANITATION DISTRICT PER BOOK 944, PAGE 176, D.S.



**TYPICAL LOT DETAILS**  
 SCALE: 1" = 40'



**VICINITY MAP**  
 SCALE: 1" = 2 miles

**SUBDIVIDER:**  
 CALIFARMING, INC.  
 1004 HALTERIO COURT  
 BAKERSFIELD, CALIF. 93309

**OWNER:**  
 S & J ALFALFA  
 1004 HALTERIO COURT  
 BAKERSFIELD, CALIF. 93309

**PREPARED BY:**  
 L. BRUCE NYBO, INC.  
 4200 EASTON DR., SUITE 14  
 BAKERSFIELD, CALIF. 93309  
 (805) 395-3113

**DATE:**  
 MAY 22, 1995

L BRUCE NYBO DATE:  
 RCE 28849 - EXP. 12/31/98

**LEGAL DESCRIPTION:**  
 THE WEST HALF OF SECTION 35,  
 T.31S., R.27E., M.D.B.&M.  
 COUNTY OF KERN, STATE OF CALIFORNIA.  
 (805) 395-3113

**VESTING**  
**TENTATIVE**  
**TRACT 5816**

**L BRUCE NYBO, INC.**  
 civil engineering • land surveying  
 4200 Easton Drive Suite 14  
 Bakersfield, California 93309  
 (805) 395-3113

**SHEET**

Attachment: City Planner letter (Approve and Record Final Map Tract 5816 Phase10b and Approve Subdivision Improvement Agreement)

# TRACT No. 5816-10B

CONSISTING OF 3 SHEETS IN THE CITY OF ARVIN

BEING A DIVISION OF A PORTION OF PARCEL 3 OF PARCEL MAP NO. 11401 AS PER MAP RECORDED MAY 16, 2006 IN BOOK 54 OF PARCEL MAPS, PAGES 191-193 INCLUSIVE IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE WEST HALF OF SECTION 35 TOWNSHIP 31 SOUTH, RANGE 29 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA.

54 LOTS 13.81 GROSS ACRES

### OWNER'S 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 SUBDIVISION SHOWN UPON THIS MAP, AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY AND WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE SIDE AND/OR FRONT LINES OF LOTS 1 THROUGH 8 DESIGNATED AS "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION; SUCH STRIPS OR PLATS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

LeORA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

MICHAEL F. HAIR, JR., MEMBER DATE

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 \_\_\_\_\_ } SS.

ON \_\_\_\_\_, 20\_\_\_\_ BEFORE ME, \_\_\_\_\_ NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON 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.

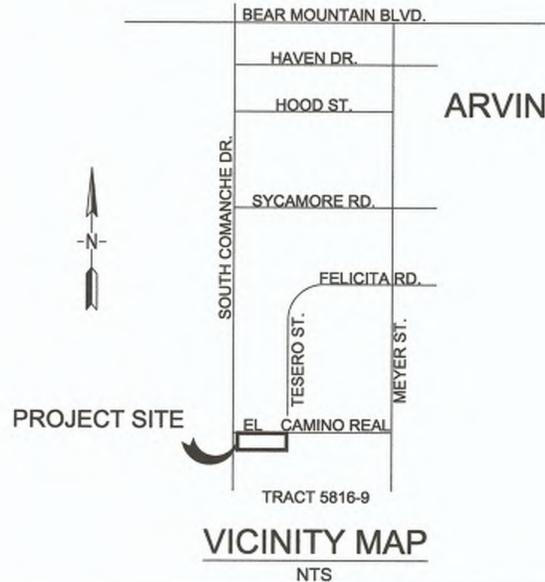
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

Signature \_\_\_\_\_  
Name (Typed or Printed) \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

COUNTY OF \_\_\_\_\_



### 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 LeORA, LLC, ON FEBRUARY 1, 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR OF THE MAP RECORDING AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



MICHAEL E DAUSTER L.S. 9047

### CITY COUNCIL'S CERTIFICATE

THE CITY COUNCIL OF THE CITY OF ARVIN HEREBY ORDERS THAT THE MAP OF TRACT No. 5816-10B IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON DEDICATED BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY. IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP, THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF ARVIN, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, THE REQUIREMENT OF SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	INTEREST
CITY OF ARVIN	EASEMENTS FOR PUBLIC ACCESS AND IRREVOCABLE OFFER OF DEDICATION PER PARCEL MAP No. 11401 FILED IN PARCEL MAP BOOK 54, PAGES 192-194 IN THE KERN COUNTY RECORDER'S OFFICE.

### CITY CLERK'S CERTIFICATE

I, CECILIA VELA, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF ARVIN, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED MAP ENTITLED, "TRACT MAP 5816-10B, CITY OF ARVIN, KERN COUNTY, CALIFORNIA", WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF ARVIN AT A REGULAR MEETING THEREOF HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_; AND THAT SAID COUNCIL THERE UPON, BY RESOLUTION NUMBER \_\_\_\_\_, APPROVED SAID MAP.

IN WITNESS WHEREOF, I HAVE HEREINTO, SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CECILIA VELA  
CITY CLERK AND CLERK OF THE COUNCIL  
OF THE CITY OF ARVIN, STATE OF CALIFORNIA

### NOTICE

A PRELIMINARY SOILS REPORT DATED JANUARY 16, 2006 AND LETTER UPDATING THE REPORT DATED DECEMBER 13, 2016, HAS BEEN PREPARED BY SOILS ENGINEERING INC., UNDER THE SIGNATURE OF TONY M. FRANGIE (PE 39549) AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

### CITY ENGINEER'S STATEMENT

I, ADAM A. OJEDA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

CITY ENGINEER, CITY OF ARVIN DATE  
ADAM A. OJEDA C 79842

### PLANNING COMMISSION CERTIFICATE

This is to certify that this final map subsequently conforms to the tentative map recommended by the Planning Commission at a duly authorized meeting held on the March 28, 2017 and approved by the City Council at a duly authorized meeting held on the \_\_\_\_\_, 20\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SECRETARY OF THE PLANNING COMMISSION

### CITY SURVEYOR'S STATEMENT

I, AARON G. BYRD, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

CITY SURVEYOR, CITY OF ARVIN DATE  
AARON G. BYRD PLS 7972



### RECORDER'S STATEMENT

FILED IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ M., AT THE REQUEST OF MICHAEL E. DAUSTER

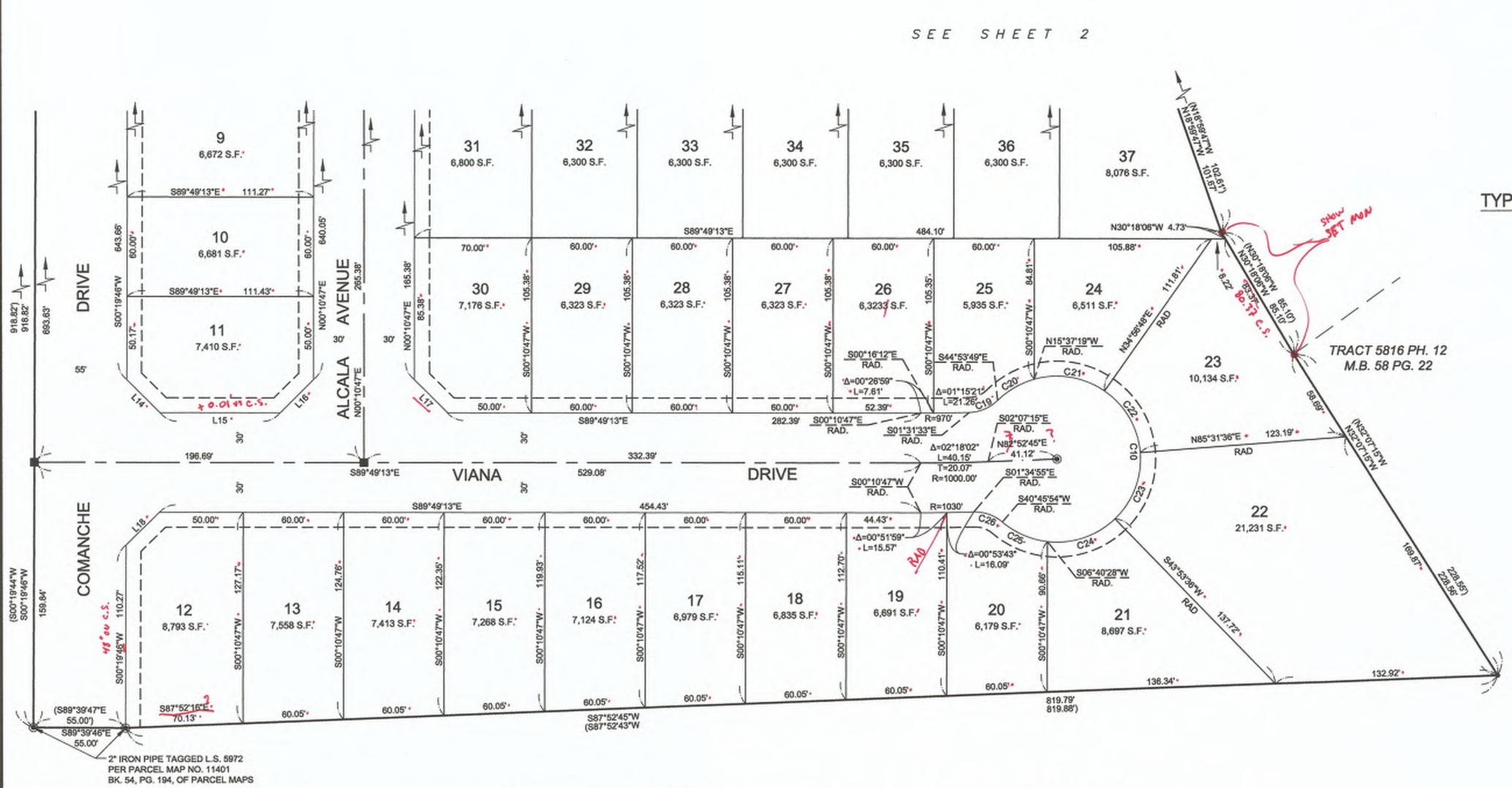
BY: \_\_\_\_\_  
JON LIFQUIST DEPUTY RECORDER  
KERN COUNTY ASSESSOR/RECORDER



# TRACT No. 5816-10B

SEE SHEET 2

M.M. TR. SIZE 0.10" (TYP)



LINE TABLE					
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	28.59	N 45°56'34" E	L15	71.78	S 89°49'13" E
L2	27.25	N 42°44'12" W	L16	28.29	S 45°10'47" W
L3	30.26	N 49°16'19" E	L17	28.28	N 49°49'13" W
L4	28.28	N 44°49'13" W	L18	27.93	N 45°15'30" E
L5	28.28	S 44°49'13" E	L19	71.34	S 79°12'57" E
L6	28.29	N 45°10'47" E	L20	40.29	S 81°37'51" E
L7	52.72	N 00°10'47" E	L21	10.92	S 81°32'23" E
L8	52.72	N 00°10'47" E	L22	16.48	S 81°37'51" E
L9	28.29	N 44°49'13" W	L23	67.35	S 83°59'03" E
L10	18.01	S 89°49'58" E	L24	60.99	S 86°19'11" E
L11	24.24	N 82°18'13" E	L25	6.14	S 86°19'11" E
L12	28.28	N 41°14'39" E	L26	67.01	S 88°39'47" E
L13	28.29	N 45°10'47" W	L27	58.17	S 89°49'13" E
L14	28.02	N 44°44'30" W	L28	23.71	S 89°49'13" E

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	47.88	1455.00'	23.94'	04°59'06"
C2	67.79'	1545.00'	33.90'	02°30'50"
C3	67.41'	1545.00'	33.71'	02°29'59"
C4	67.14'	1545.00'	33.58'	02°29'24"
C5	66.79'	1545.00'	33.40'	02°28'37"
C6	64.57'	470.00'	32.33'	07°52'16"
C7	68.69'	500.00'	59.02'	06°46'15"
C8	41.21'	300.00'	20.64'	07°52'16"
C9	231.84'	50.00'	53.93'	265°40'01"
C10	231.83'	50.00'	53.94'	265°39'43"
C11	18.69'	25.00'	9.81'	42°50'00"
C12	43.69'	50.00'	23.35'	50°03'37"
C13	36.12'	50.00'	18.89'	41°23'07"
C14	36.12'	50.00'	18.89'	41°23'16"
C15	36.12'	50.00'	18.89'	41°23'16"
C16	36.12'	50.00'	18.89'	41°23'07"
C17	43.69'	50.00'	23.35'	50°03'37"
C18	18.69'	25.00'	9.81'	42°50'00"
C19	18.92'	25.00'	9.94'	43°22'16"
C20	25.55'	50.00'	13.06'	29°16'30"
C21	44.13'	50.00'	23.62'	50°34'07"
C22	44.14'	50.00'	23.62'	50°34'48"
C23	44.14'	50.00'	23.62'	50°34'48"
C24	44.13'	50.00'	23.62'	50°34'04"
C25	29.75'	50.00'	15.33'	34°05'26"
C26	18.48'	25.00'	9.68'	42°20'49"

*CURVE DOES NOT EXTEND TO THE N/E CORNER OF LOT 50.*

*Calc. L=59.03 Δ=6°45'50" (FROM RAD'S)*

**RECORDER'S STATEMENT**

FILED IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT \_\_\_\_\_ M., AT THE REQUEST OF MICHAEL E. DAUSTER.

JON LIFQUIST  
KERN COUNTY ASSESSOR/RECORDER

BY: \_\_\_\_\_  
DEPUTY RECORDER

**LEGEND**

- FOUND MONUMENT AS DESCRIBED
- SET CONCRETE MONUMENT W/ BRASS CAP STAMPED L.S. 9047 IN LAMPHOLE (PER CITY STANDARD)
- SET 2" IRON PIPE W/ BRASS CAP STAMPED L.S. 9047 (PER CITY STANDARD)
- ( ) RECORD PER PARCEL MAP NO. 11401, BK. 54, PG. 192
- O.R. OFFICIAL RECORD
- SF SQUARE FEET
- P.U.E. PUBLIC UTILITIES EASEMENT (PER TRACT 5816 PH. 10A)
- LH LAMPHOLE
- RAD. RADIAL

**NOTES**

THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

SET REBAR & CAP MARKED L.S. 9047 AT ALL REAR LOT CORNERS. SCRIBED TOP OF CURB AND SET TAG L.S. 9047 THEREON AT PROJECTION OF LOT LINE IN LIEU OF FRONT CORNERS.

Attachment: City Planner letter (Approve and Record Final Map Tract 5816 Phase 10b and Approve Subdivision Improvement Agreement)

# TRACT No. 5816-10B

CONSISTING OF 3 SHEETS IN THE CITY OF ARVIN

BEING A DIVISION OF A PORTION OF PARCEL 3 OF PARCEL MAP NO. 11401 AS PER MAP RECORDED MAY 16, 2006 IN BOOK 54 OF PARCEL MAPS, PAGES 191-193 INCLUSIVE IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE WEST HALF OF SECTION 35 TOWNSHIP 31 SOUTH, RANGE 29 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA.

54 LOTS

13.81 GROSS ACRES

### 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 LeORA, LLC, ON FEBRUARY 1, 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR OF THE MAP RECORDING AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



*m Dauster*  
MICHAEL E DAUSTER L.S. 9047

3/5/19  
DATE

### CITY ENGINEER'S STATEMENT

I, ADAM A. OJEDA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

CITY ENGINEER, CITY OF ARVIN DATE  
ADAM A. OJEDA C 79842

### PLANNING COMMISSION CERTIFICATE

THIS IS TO CERTIFY THAT THIS FINAL MAP SUBSEQUENTLY CONFORMS TO THE TENTATIVE MAP RECOMMENDED BY THE PLANNING COMMISSION AT A DULY AUTHORIZED MEETING HELD ON THE MARCH 28, 2017 AND APPROVED BY THE CITY COUNCIL AT A DULY AUTHORIZED MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

SECRETARY OF THE PLANNING COMMISSION

### CITY SURVEYOR'S STATEMENT

I, AARON G. BYRD, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.



CITY SURVEYOR, CITY OF ARVIN DATE  
AARON G. BYRD PLS 7972

### RECORDER'S STATEMENT

FILED IN BOOK \_\_\_\_ OF MAPS AT PAGE \_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT \_\_\_\_ M., AT THE REQUEST OF MICHAEL E. DAUSTER

BY: \_\_\_\_\_  
JON LIFQUIST  
KERN COUNTY ASSESSOR/RECORDER DEPUTY RECORDER

### OWNER'S 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 SUBDIVISION SHOWN UPON THIS MAP, AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY AND WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE SIDE AND/OR FRONT LINES OF LOTS 1 THROUGH 54 DESIGNATED AS "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION; SUCH STRIPS OR PLATS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

LeORA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

*Michael F. Hair, Jr.* 3/5/19  
MICHAEL F. HAIR, JR. MEMBER DATE

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 } ss.  
COUNTY OF Kern

ON March 5, 2019 BEFORE ME, *Claudia Sandoval*, NOTARY PUBLIC, PERSONALLY APPEARED *Michael F. Hair, Jr.*

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT EXECUTED THE SAME IN HIS/HER/ITS AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ITS 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 *Claudia Sandoval*  
Name (Typed or Printed)



MY COMMISSION EXPIRES: June 22, 2021

COUNTY OF Kern

### CITY COUNCIL'S CERTIFICATE

THE CITY COUNCIL OF THE CITY OF ARVIN HEREBY ORDERS THAT THE MAP OF TRACT No. 5816-10B IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON DEDICATED BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY. IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP, THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF ARVIN, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, THE REQUIREMENT OF SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	INTEREST
CITY OF ARVIN	EASEMENTS FOR PUBLIC ACCESS AND IRREVOCABLE OFFER OF DEDICATION PER PARCEL MAP No. 11401 FILED IN PARCEL MAP BOOK 54, PAGES 192-194 IN THE KERN COUNTY RECORDER'S OFFICE.

### CITY CLERK'S CERTIFICATE

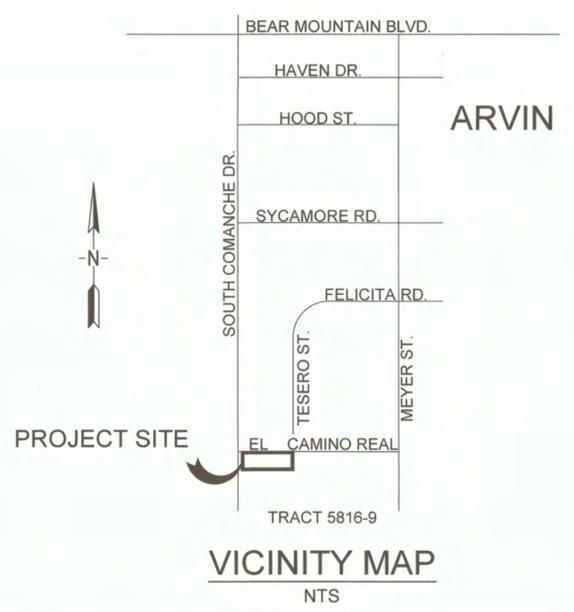
I, CECILIA VELA, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF ARVIN, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED MAP ENTITLED, "TRACT MAP 5816-10B, CITY OF ARVIN, KERN COUNTY, CALIFORNIA", WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF ARVIN AT A REGULAR MEETING THEREOF HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_; AND THAT SAID COUNCIL THERE UPON, BY RESOLUTION NUMBER \_\_\_\_\_, APPROVED SAID MAP.

IN WITNESS WHEREOF, I HAVE HEREINTO, SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CECILIA VELA  
CITY CLERK AND CLERK OF THE COUNCIL  
OF THE CITY OF ARVIN, STATE OF CALIFORNIA

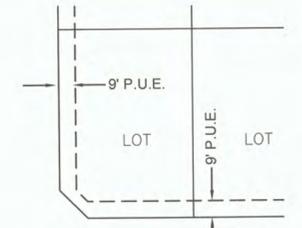
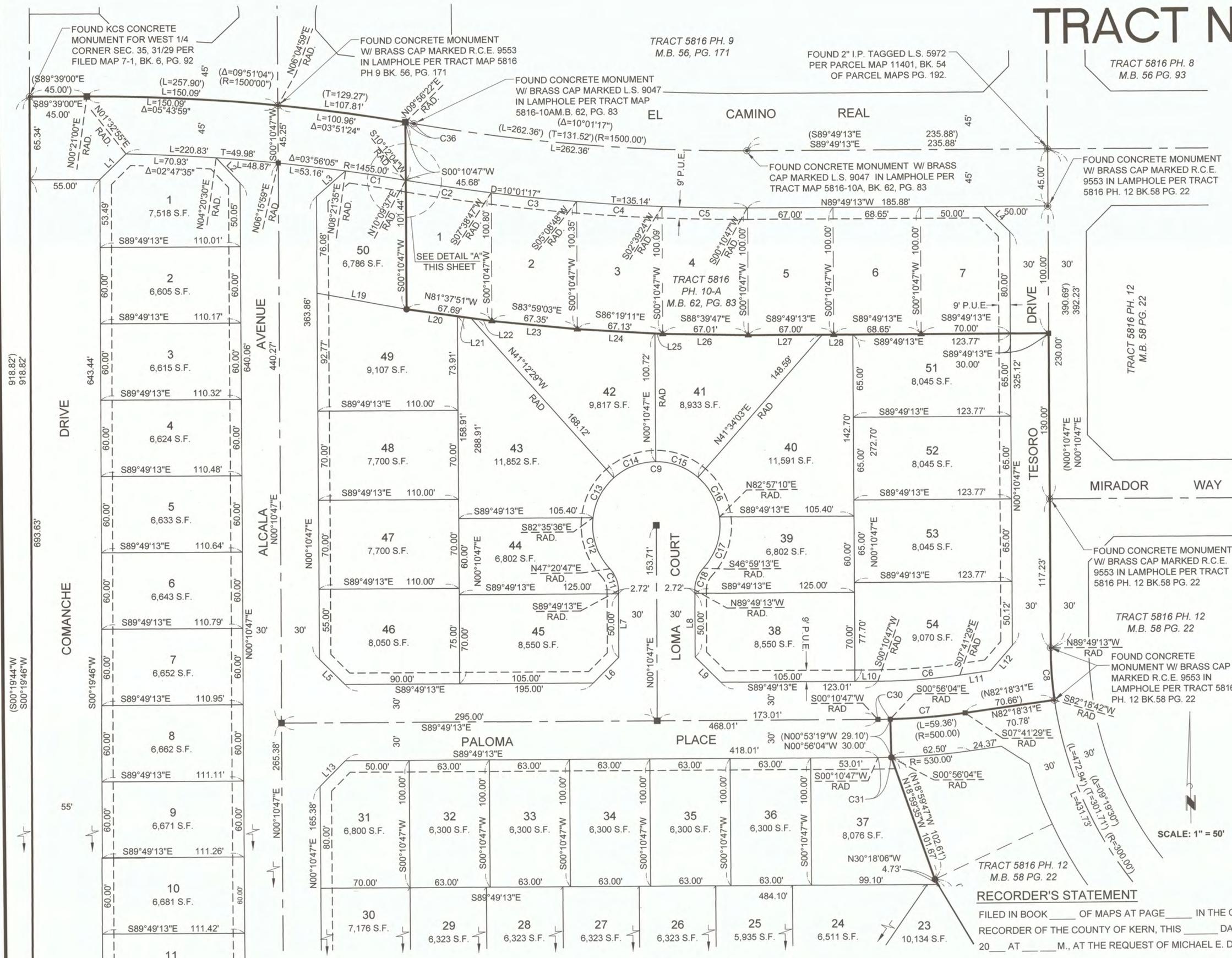
### NOTICE

A PRELIMINARY SOILS REPORT DATED JANUARY 16, 2006 AND LETTER UPDATING THE REPORT DATED DECEMBER 13, 2016, HAS BEEN PREPARED BY SOILS ENGINEERING INC., UNDER THE SIGNATURE OF TONY M. FRANGIE (PE 39549) AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.



Attachment: Tract 5816-10B Final map (Approve and Record Final Map Tract 5816 Phase 10b and Approve Subdivision Improvement Agreement)

# TRACT No. 5816-10B



**BASIS OF BEARINGS**  
THE BEARING N 00°10'47" E SHOWN FOR THE CENTERLINE OF TESORO DRIVE AS SHOWN ON TRACT NO. 5816 PHASE 12 FILED IN MAP BOOK 58 AT PAGES 22-29 IN THE OFFICE OF THE KERN COUNTY RECORDER, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

- LEGEND**
- FOUND MONUMENT AS DESCRIBED
  - SET CONCRETE MONUMENT W/ BRASS CAP STAMPED L.S. 9047 IN LAMPHOLE (PER CITY STANDARD)
  - SET 2" IRON PIPE W/ BRASS CAP STAMPED L.S. 9047 (PER CITY STANDARD)
  - ( ) RECORD PER PARCEL MAP NO. 11401, BK. 54, PG. 192
  - O.R. OFFICIAL RECORD
  - SF SQUARE FEET
  - P.U.E. PUBLIC UTILITIES EASEMENT
  - LH LAMPHOLE
  - RAD. RADIAL

**NOTES**  
THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.  
ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.  
SET REBAR & CAP MARKED L.S. 9047 AT ALL REAR LOT CORNERS, SCRIBED TOP OF CURB AND SET TAG L.S. 9047 THEREON AT PROJECTION OF LOT LINE IN LIEU OF FRONT CORNERS.



### RECORDER'S STATEMENT

FILED IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT \_\_\_\_ M., AT THE REQUEST OF MICHAEL E. DAUSTER.

JON LIFQUIST  
KERN COUNTY ASSESSOR/RECORDER

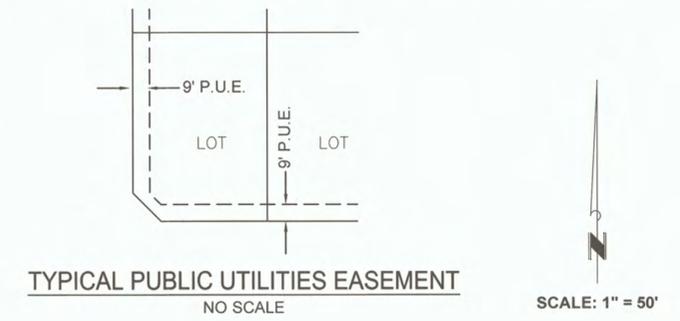
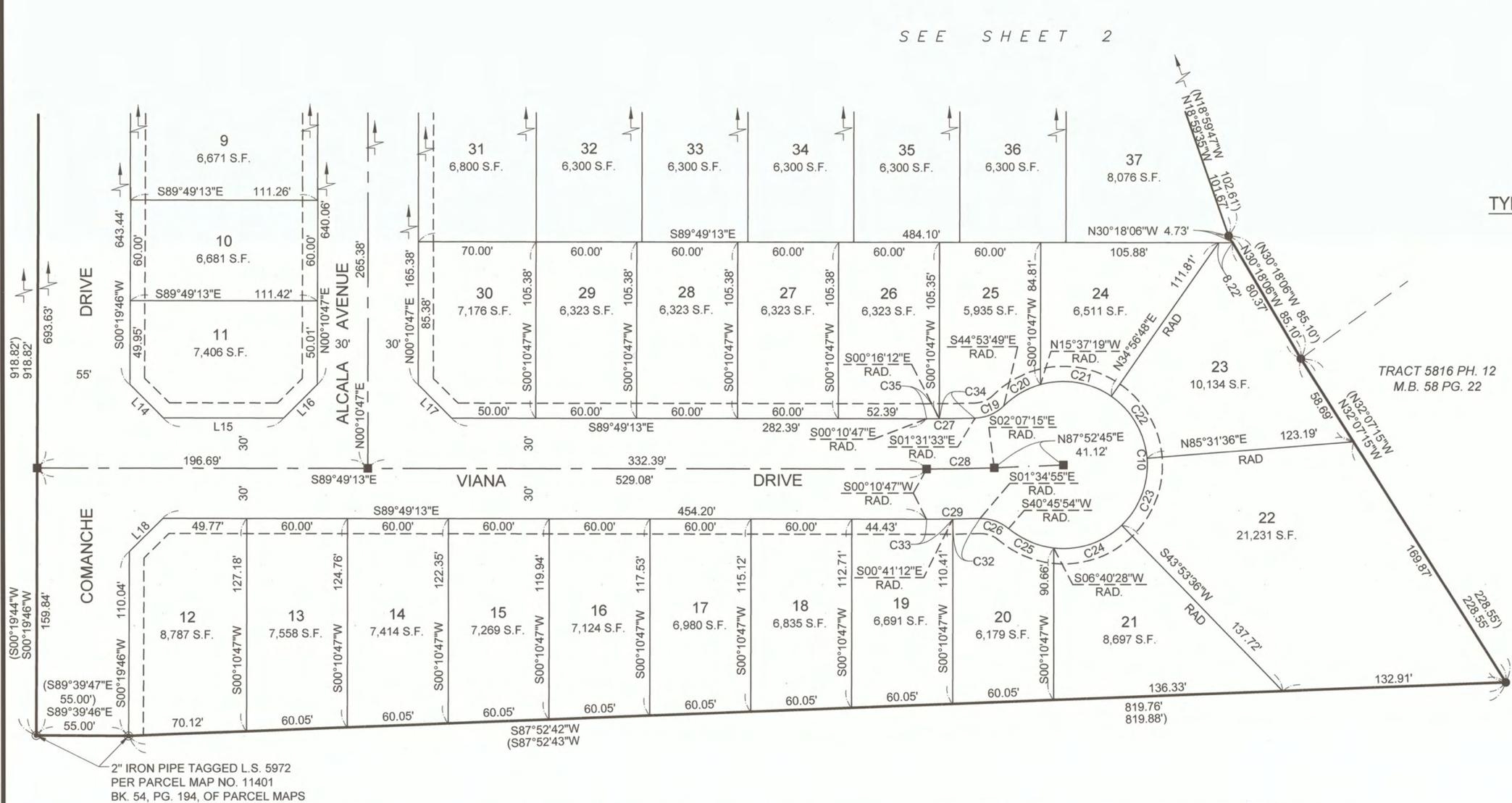
BY: \_\_\_\_\_  
DEPUTY RECORDER

SEE SHEET 3

Attachment: Tract 5816-10B Final map (Approve and Record Final Map Tract 5816 Phase 10b and Approve Subdivision Improvement Agreement)

# TRACT No. 5816-10B

SEE SHEET 2



### BASIS OF BEARINGS

THE BEARING N 00°10'47" E SHOWN FOR THE CENTERLINE OF TESORO DRIVE AS SHOWN ON TRACT NO. 5816 PHASE 12 FILED IN MAP BOOK 58 AT PAGES 22-29 IN THE OFFICE OF THE KERN COUNTY RECORDER, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

### LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET CONCRETE MONUMENT W/ BRASS CAP STAMPED L.S. 9047 IN LAMPHOLE (PER CITY STANDARD)
- SET 2" IRON PIPE W/ BRASS CAP STAMPED L.S. 9047 (PER CITY STANDARD)
- ( ) RECORD PER PARCEL MAP NO. 11401, BK. 54, PG. 192
- O.R. OFFICIAL RECORD
- SF SQUARE FEET
- P.U.E. PUBLIC UTILITIES EASEMENT
- LH LAMPHOLE
- RAD. RADIAL

### NOTES

THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.  
 ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

SET REBAR & CAP MARKED L.S. 9047 AT ALL REAR LOT CORNERS. SCRIBED TOP OF CURB AND SET TAG L.S. 9047 THEREON AT PROJECTION OF LOT LINE IN LIEU OF FRONT CORNERS.

### RECORDER'S STATEMENT

FILED IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT \_\_\_\_\_ M., AT THE REQUEST OF MICHAEL E. DAUSTER.

JON LIFQUIST  
 KERN COUNTY ASSESSOR/RECORDER

BY: \_\_\_\_\_  
 DEPUTY RECORDER

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	28.58	N 45°56'21" E	L15	71.55	S 89°49'13" E
L2	27.25	N 42°44'12" W	L16	28.28	S 45°10'47" W
L3	30.26	N 49°16'19" E	L17	28.28	N 44°49'13" W
L4	28.28	N 44°49'13" W	L18	28.25	N 45°15'16" E
L5	28.28	S 44°49'13" E	L19	71.34	S 79°12'57" E
L6	28.29	N 45°10'47" E	L20	40.29	S 81°37'51" E
L7	52.72	N 00°10'47" E	L21	10.90	S 81°37'51" E
L8	52.72	N 00°10'47" E	L22	16.50	S 81°37'51" E
L9	28.29	N 44°49'13" W	L23	67.35	S 83°59'03" E
L10	18.01	S 89°49'13" E	L24	60.99	S 86°19'11" E
L11	24.37	N 82°18'31" E	L25	6.14	S 86°19'11" E
L12	26.28	N 41°14'39" E	L26	67.01	S 88°39'47" E
L13	28.29	N 45°10'47" E	L27	58.17	S 89°49'13" E
L14	28.32	N 44°44'44" W	L28	23.71	S 89°49'13" E

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	46.76'	1455.00'	23.38'	01°50'29"	C19	18.92'	25.00'	9.94'	43°22'16"
C2	67.79'	1545.00'	33.90'	02°30'50"	C20	25.55'	50.00'	13.06'	29°16'30"
C3	67.41'	1545.00'	33.71'	02°29'59"	C21	44.13'	50.00'	23.62'	50°34'07"
C4	67.14'	1545.00'	33.58'	02°29'24"	C22	44.14'	50.00'	23.62'	50°34'48"
C5	66.79'	1545.00'	33.40'	02°28'37"	C23	44.14'	50.00'	23.62'	50°34'48"
C6	64.57'	470.00'	32.33'	07°52'16"	C24	44.13'	50.00'	23.62'	50°34'04"
C7	58.97'	500.00'	29.52'	06°45'25"	C25	29.75'	50.00'	15.33'	34°05'26"
C8	41.20'	300.00'	20.63'	07°52'05"	C26	18.48'	25.00'	9.68'	42°20'49"
C9	231.84'	50.00'	53.93'	265°40'01"	C27	28.87'	970.00'	14.44'	01°42'20"
C10	231.83'	50.00'	53.94'	265°39'43"	C28	40.15'	1000.00'	20.08'	02°18'02"
C11	18.69'	25.00'	9.81'	42°50'00"	C29	31.66'	1030.00'	15.84'	01°45'42"
C12	43.68'	50.00'	23.35'	50°03'37"	C30	9.72'	500.00'	4.86'	01°06'51"
C13	36.12'	50.00'	18.89'	41°23'07"	C31	10.31'	530.00'	5.15'	01°06'51"
C14	36.12'	50.00'	18.89'	41°23'16"	C32	16.09'	1030.00'	8.05'	00°53'43"
C15	36.12'	50.00'	18.89'	41°23'16"	C33	15.57'	1030.00'	7.79'	00°51'59"
C16	36.12'	50.00'	18.89'	41°23'07"	C34	21.26'	970.00'	10.63'	01°15'21"
C17	43.68'	50.00'	23.35'	50°03'37"	C35	7.61'	970.00'	3.81'	00°26'59"
C18	18.69'	25.00'	9.81'	42°50'00"	C36	6.85'	1500.00'	3.42'	00°15'42"

Attachment: Tract 5816-10B Final Map (Approve and Record Final Map Tract 5816 Phase 10b and Approve Subdivision Improvement Agreement)

## T5816-10B - CLOSURES REV1.txt

**received**  
3/5/2019 R.L.

Parcel name: 1

North: 2255429.4439 East : 6310229.4646  
 Line Course: N 42-44-12 W Length: 27.25  
 North: 2255449.4585 East : 6310210.9719  
 Curve Length: 70.93 Radius: 1455.00  
 Delta: 2-47-35 Tangent: 35.47  
 Chord: 70.92 Course: N 87-03-17 W  
 Course In: S 04-20-30 W Course Out: N 01-32-55 E  
 RP North: 2253998.6339 East : 6310100.8228  
 End North: 2255453.1024 East : 6310140.1443  
 Line Course: S 45-56-21 W Length: 28.58  
 North: 2255433.2273 East : 6310119.6066  
 Line Course: S 00-19-46 W Length: 53.49  
 North: 2255379.7382 East : 6310119.2991  
 Line Course: S 89-49-13 E Length: 110.01  
 North: 2255379.3931 East : 6310229.3085  
 Line Course: N 00-10-47 E Length: 50.05  
 North: 2255429.4428 East : 6310229.4655

Perimeter: 340.30 Area: 7,518 sq. ft. 0.17 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0014 Course: S 40-36-54 E

Error North: -0.00108 East : 0.00092

Precision 1: 243,078.57

Parcel name: 2



## T5816-10B - CLOSURES REV1.txt

North: 2255379.3942 East : 6310229.3076

Line Course: N 89-49-13 W Length: 110.01

North: 2255379.7392 East : 6310119.2982

Line Course: S 00-19-46 W Length: 60.00

North: 2255319.7402 East : 6310118.9532

Line Course: S 89-49-13 E Length: 110.17

North: 2255319.3947 East : 6310229.1226

Line Course: N 00-10-47 E Length: 60.00

North: 2255379.3944 East : 6310229.3108

Perimeter: 340.18 Area: 6,605 sq. ft. 0.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0032 Course: N 86-31-47 E

Error North: 0.00019 East : 0.00321

Precision 1: 106,306.25

-----

Parcel name: 3

North: 2255319.3945 East : 6310229.1194

Line Course: N 89-49-13 W Length: 110.17

North: 2255319.7400 East : 6310118.9500

Line Course: S 00-19-46 W Length: 60.00

North: 2255259.7410 East : 6310118.6050

Line Course: S 89-49-13 E Length: 110.32

North: 2255259.3950 East : 6310228.9244

Line Course: N 00-10-47 E Length: 60.00

North: 2255319.3947 East : 6310229.1126

Perimeter: 340.49 Area: 6,615 sq. ft. 0.15 acres

## T5816-10B - CLOSURES REV1.txt

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0068 Course: N 88-05-31 W

Error North: 0.00023 East : -0.00679

Precision 1: 50,072.06

-----

Parcel name: 4

North: 2255259.3948 East : 6310228.9312

Line Course: N 89-49-13 W Length: 110.32

North: 2255259.7408 East : 6310118.6117

Line Course: S 00-19-46 W Length: 60.00

North: 2255199.7418 East : 6310118.2668

Line Course: S 89-49-13 E Length: 110.48

North: 2255199.3952 East : 6310228.7462

Line Course: N 00-10-47 E Length: 60.00

North: 2255259.3949 East : 6310228.9344

Perimeter: 340.80 Area: 6,624 sq. ft. 0.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0032 Course: N 86-31-47 E

Error North: 0.00019 East : 0.00321

Precision 1: 106,500.00

-----

Parcel name: 5

## T5816-10B - CLOSURES REV1.txt

North: 2255199.3950 East : 6310228.7430

Line Course: N 89-49-13 W Length: 110.48

North: 2255199.7416 East : 6310118.2635

Line Course: S 00-19-46 W Length: 60.00

North: 2255139.7426 East : 6310117.9186

Line Course: S 89-49-13 E Length: 110.64

North: 2255139.3955 East : 6310228.5580

Line Course: N 00-10-47 E Length: 60.00

North: 2255199.3952 East : 6310228.7462

Perimeter: 341.12 Area: 6,633 sq. ft. 0.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0032 Course: N 86-31-47 E

Error North: 0.00019 East : 0.00321

Precision 1: 106,600.00

-----  
Parcel name: 6

North: 2255139.3953 East : 6310228.5548

Line Course: N 89-49-13 W Length: 110.64

North: 2255139.7424 East : 6310117.9153

Line Course: S 00-19-46 W Length: 60.00

North: 2255079.7434 East : 6310117.5704

Line Course: S 89-49-13 E Length: 110.79

North: 2255079.3959 East : 6310228.3598

Line Course: N 00-10-47 E Length: 60.00

North: 2255139.3956 East : 6310228.5480

Perimeter: 341.43 Area: 6,643 sq. ft. 0.15 acres

## T5816-10B - CLOSURES REV1.txt

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0068                      Course: N 88-05-31 W

Error North: 0.00023                      East : -0.00679

Precision 1: 50,210.29

-----

Parcel name: 7

North: 2255079.3956      East : 6310228.3666

Line Course: N 89-49-13 W Length: 110.79

North: 2255079.7432      East : 6310117.5771

Line Course: S 00-19-46 W Length: 60.00

North: 2255019.7441      East : 6310117.2321

Line Course: S 89-49-13 E Length: 110.95

North: 2255019.3961      East : 6310228.1816

Line Course: N 00-10-47 E Length: 60.00

North: 2255079.3958      East : 6310228.3698

Perimeter: 341.74    Area: 6,652 sq. ft. 0.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0032                      Course: N 86-31-47 E

Error North: 0.00019                      East : 0.00321

Precision 1: 106,793.75

-----

Parcel name: 8

## T5816-10B - CLOSURES REV1.txt

North: 2255019.3959 East : 6310228.1784

Line Course: N 89-49-13 W Length: 110.95

North: 2255019.7440 East : 6310117.2289

Line Course: S 00-19-46 W Length: 60.00

North: 2254959.7449 East : 6310116.8839

Line Course: S 89-49-13 E Length: 111.11

North: 2254959.3964 East : 6310227.9934

Line Course: N 00-10-47 E Length: 60.00

North: 2255019.3961 East : 6310228.1816

Perimeter: 342.06 Area: 6,662 sq. ft. 0.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0032 Course: N 86-31-47 E

Error North: 0.00019 East : 0.00321

Precision 1: 106,893.75

-----  
Parcel name: 9

North: 2254959.3962 East : 6310227.9902

Line Course: N 89-49-13 W Length: 111.11

North: 2254959.7447 East : 6310116.8807

Line Course: S 00-19-46 W Length: 60.00

North: 2254899.7457 East : 6310116.5357

Line Course: S 89-49-13 E Length: 111.26

North: 2254899.3967 East : 6310227.7952

Line Course: N 00-10-47 E Length: 60.00

North: 2254959.3965 East : 6310227.9834

Perimeter: 342.37 Area: 6,671 sq. ft. 0.15 acres

## T5816-10B - CLOSURES REV1.txt

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0068                      Course: N 88-05-31 W

Error North: 0.00023                      East : -0.00679

Precision 1: 50,348.53

-----

Parcel name: 10

North: 2254899.3965      East : 6310227.8020

Line Course: N 89-49-13 W Length: 111.26

North: 2254899.7455      East : 6310116.5425

Line Course: S 00-19-46 W Length: 60.00

North: 2254839.7465      East : 6310116.1975

Line Course: S 89-49-13 E Length: 111.42

North: 2254839.3970      East : 6310227.6170

Line Course: N 00-10-47 E Length: 60.00

North: 2254899.3967      East : 6310227.8052

Perimeter: 342.68    Area: 6,681 sq. ft. 0.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0032                      Course: N 86-31-47 E

Error North: 0.00019                      East : 0.00321

Precision 1: 107,087.50

-----

Parcel name: 11

## T5816-10B - CLOSURES REV1.txt

North: 2254839.3968 East : 6310227.6138

Line Course: N 89-49-13 W Length: 111.42

North: 2254839.7463 East : 6310116.1943

Line Course: S 00-19-46 W Length: 49.95

North: 2254789.7971 East : 6310115.9071

Line Course: S 44-44-44 E Length: 28.32

North: 2254769.6831 East : 6310135.8433

Line Course: S 89-49-13 E Length: 71.55

North: 2254769.4587 East : 6310207.3929

Line Course: N 45-10-47 E Length: 28.28

North: 2254789.3929 East : 6310227.4525

Line Course: N 00-10-47 E Length: 50.01

North: 2254839.4026 East : 6310227.6094

Perimeter: 339.54 Area: 7,406 sq. ft. 0.17 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0073 Course: N 37-09-46 W

Error North: 0.00580 East : -0.00440

Precision 1: 46,510.96

-----  
Parcel name: 12

North: 2254709.5226 East : 6310185.1659

Line Course: N 89-49-13 W Length: 49.77

North: 2254709.6787 East : 6310135.3962

Line Course: S 45-15-16 W Length: 28.25

North: 2254689.7918 East : 6310115.3319

Line Course: S 00-19-46 W Length: 110.04

North: 2254579.7537 East : 6310114.6992

## T5816-10B - CLOSURES REV1.txt

Line Course: N 87-52-42 E Length: 70.12  
 North: 2254582.3496 East : 6310184.7711  
 Line Course: N 00-10-47 E Length: 127.18  
 North: 2254709.5290 East : 6310185.1701

Perimeter: 385.35 Area: 8,787 sq. ft. 0.20 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0076 Course: N 32-42-04 E  
 Error North: 0.00640 East : 0.00411  
 Precision 1: 50,705.26

-----  
 Parcel name: 13

North: 2254709.3344 East : 6310245.1657  
 Line Course: N 89-49-13 W Length: 60.00  
 North: 2254709.5226 East : 6310185.1659  
 Line Course: S 00-10-47 W Length: 127.18  
 North: 2254582.3432 East : 6310184.7670  
 Line Course: N 87-52-42 E Length: 60.05  
 North: 2254584.5664 East : 6310244.7758  
 Line Course: N 00-10-47 E Length: 124.76  
 North: 2254709.3257 East : 6310245.1672

Perimeter: 371.99 Area: 7,558 sq. ft. 0.17 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0088 Course: S 10-05-50 E  
 Error North: -0.00864 East : 0.00154  
 Precision 1: 42,271.59

## T5816-10B - CLOSURES REV1.txt

-----

Parcel name: 14

North: 2254709.1462      East : 6310305.1654  
 Line Course: N 89-49-13 W Length: 60.00  
       North: 2254709.3344      East : 6310245.1657  
 Line Course: S 00-10-47 W Length: 124.76  
       North: 2254584.5750      East : 6310244.7743  
 Line Course: N 87-52-42 E Length: 60.05  
       North: 2254586.7981      East : 6310304.7831  
 Line Course: N 00-10-47 E Length: 122.35  
       North: 2254709.1475      East : 6310305.1669

Perimeter: 367.17    Area: 7,414 sq. ft. 0.17 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0021      Course: N 49-00-33 E  
 Error North: 0.00136      East : 0.00157  
 Precision 1: 174,838.10

-----

Parcel name: 15

North: 2254708.9580      East : 6310365.1651  
 Line Course: N 89-49-13 W Length: 60.00  
       North: 2254709.1462      East : 6310305.1654  
 Line Course: S 00-10-47 W Length: 122.35  
       North: 2254586.7968      East : 6310304.7816

## T5816-10B - CLOSURES REV1.txt

Line Course: N 87-52-42 E Length: 60.05  
 North: 2254589.0199 East : 6310364.7904  
 Line Course: N 00-10-47 E Length: 119.94  
 North: 2254708.9593 East : 6310365.1666

Perimeter: 362.34 Area: 7,269 sq. ft. 0.17 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0021 Course: N 49-00-33 E  
 Error North: 0.00136 East : 0.00157  
 Precision 1: 172,542.86

-----  
 Parcel name: 16

North: 2254708.7698 East : 6310425.1648  
 Line Course: N 89-49-13 W Length: 60.00  
 North: 2254708.9580 East : 6310365.1651  
 Line Course: S 00-10-47 W Length: 119.94  
 North: 2254589.0186 East : 6310364.7888  
 Line Course: N 87-52-42 E Length: 60.05  
 North: 2254591.2417 East : 6310424.7977  
 Line Course: N 00-10-47 E Length: 117.53  
 North: 2254708.7711 East : 6310425.1663

Perimeter: 357.52 Area: 7,124 sq. ft. 0.16 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0021 Course: N 49-00-33 E  
 Error North: 0.00136 East : 0.00157  
 Precision 1: 170,247.62

## T5816-10B - CLOSURES REV1.txt

-----

Parcel name: 17

North: 2254708.5816      East : 6310485.1645  
 Line Course: N 89-49-13 W Length: 60.00  
       North: 2254708.7698      East : 6310425.1648  
 Line Course: S 00-10-47 W Length: 117.53  
       North: 2254591.2403      East : 6310424.7961  
 Line Course: N 87-52-42 E Length: 60.05  
       North: 2254593.4635      East : 6310484.8049  
 Line Course: N 00-10-47 E Length: 115.12  
       North: 2254708.5829      East : 6310485.1660

Perimeter: 352.70    Area: 6,980 sq. ft. 0.16 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0021      Course: N 49-00-33 E  
 Error North: 0.00136      East : 0.00157  
 Precision 1: 167,952.38

-----

Parcel name: 18

North: 2254708.3934      East : 6310545.1642  
 Line Course: N 89-49-13 W Length: 60.00  
       North: 2254708.5816      East : 6310485.1645  
 Line Course: S 00-10-47 W Length: 115.12  
       North: 2254593.4621      East : 6310484.8034

## T5816-10B - CLOSURES REV1.txt

Line Course: N 87-52-42 E Length: 60.05  
 North: 2254595.6853 East : 6310544.8122  
 Line Course: N 00-10-47 E Length: 112.71  
 North: 2254708.3947 East : 6310545.1657

Perimeter: 347.88 Area: 6,835 sq. ft. 0.16 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0021 Course: N 49-00-33 E  
 Error North: 0.00136 East : 0.00157  
 Precision 1: 165,657.14

-----  
 Parcel name: 19

North: 2254708.3229 East : 6310605.1642  
 Curve Length: 15.57 Radius: 1030.00  
 Delta: 0-51-59 Tangent: 7.79  
 Chord: 15.57 Course: S 89-44-48 W  
 Course In: N 00-41-12 W Course Out: S 00-10-47 W  
 RP North: 2255738.2489 East : 6310592.8204  
 End North: 2254708.2540 East : 6310589.5896  
 Line Course: N 89-49-13 W Length: 44.43  
 North: 2254708.3933 East : 6310545.1598  
 Line Course: S 00-10-47 W Length: 112.71  
 North: 2254595.6839 East : 6310544.8062  
 Line Course: N 87-52-42 E Length: 60.05  
 North: 2254597.9070 East : 6310604.8151  
 Line Course: N 00-10-47 E Length: 110.41  
 North: 2254708.3165 East : 6310605.1614

## T5816-10B - CLOSURES REV1.txt

Perimeter: 343.17 Area: 6,691 sq. ft. 0.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0070 Course: S 24-00-24 W

Error North: -0.00638 East : -0.00284

Precision 1: 49,024.29

Parcel name: 20

North: 2254417.4294 East : 6310619.1132

Line Course: N 00-10-47 E Length: 110.41

North: 2254527.8388 East : 6310619.4596

Curve Length: 16.09 Radius: 1030.00

Delta: 0-53-43 Tangent: 8.05

Chord: 16.09 Course: N 88-51-56 E

Course In: N 00-41-12 W Course Out: S 01-34-55 E

RP North: 2255557.7649 East : 6310607.1157

End North: 2254528.1574 East : 6310635.5506

Curve Length: 18.48 Radius: 25.00

Delta: 42-20-49 Tangent: 9.68

Chord: 18.06 Course: S 70-24-31 E

Course In: S 01-34-55 E Course Out: N 40-45-54 E

RP North: 2254503.1670 East : 6310636.2407

End North: 2254522.1018 East : 6310652.5647

Curve Length: 29.75 Radius: 50.00

Delta: 34-05-26 Tangent: 15.33

Chord: 29.31 Course: S 66-16-49 E

Course In: N 40-45-54 E Course Out: S 06-40-28 W

RP North: 2254559.9715 East : 6310685.2126

End North: 2254510.3104 East : 6310679.4012

## T5816-10B - CLOSURES REV1.txt

Line Course: S 00-10-47 W Length: 90.66  
 North: 2254419.6508 East : 6310679.1168  
 Line Course: S 87-52-42 W Length: 60.05  
 North: 2254417.4277 East : 6310619.1080

Perimeter: 325.45 Area: 6,179 sq. ft. 0.14 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0055 Course: S 72-10-40 W  
 Error North: -0.00169 East : -0.00526  
 Precision 1: 59,170.91

-----  
 Parcel name: 21

North: 2254704.4241 East : 6310705.5869  
 Curve Length: 44.13 Radius: 50.00  
 Delta: 50-34-04 Tangent: 23.62  
 Chord: 42.71 Course: S 71-23-26 W  
 Course In: N 43-53-36 W Course Out: S 06-40-28 W  
 RP North: 2254740.4557 East : 6310670.9210  
 End North: 2254690.7945 East : 6310665.1096  
 Line Course: S 00-10-47 W Length: 90.66  
 North: 2254600.1350 East : 6310664.8252  
 Line Course: N 87-52-42 E Length: 136.34  
 North: 2254605.1825 East : 6310801.0718  
 Line Course: N 43-53-36 W Length: 137.72  
 North: 2254704.4279 East : 6310705.5880

Perimeter: 408.85 Area: 8,697 sq. ft. 0.20 acres

## T5816-10B - CLOSURES REV1.txt

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0040 Course: N 16-13-53 E

Error North: 0.00384 East : 0.00112

Precision 1: 102,212.50

-----

Parcel name: 22

Line Course: S 85-31-36 W Length: 123.19

North: 2254744.3553 East : 6310720.7674

Curve Length: 44.14 Radius: 50.00

Delta: 50-34-48 Tangent: 23.62

Chord: 42.72 Course: S 20-49-00 W

Course In: S 85-31-36 W Course Out: S 43-53-36 E

RP North: 2254740.4556 East : 6310670.9197

End North: 2254704.4240 East : 6310705.5856

Line Course: S 43-53-36 E Length: 137.72

North: 2254605.1786 East : 6310801.0693

Line Course: N 87-52-42 E Length: 132.92

North: 2254610.0995 East : 6310933.8982

Line Course: N 32-07-15 W Length: 169.87

North: 2254753.9672 East : 6310843.5772

Perimeter: 607.84 Area: 21,231 sq. ft. 0.49 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0061 Course: N 52-46-15 W

Error North: 0.00371 East : -0.00488

Precision 1: 99,645.90

## T5816-10B - CLOSURES REV1.txt

-----

Parcel name: 23

North: 2254803.6684      East : 6310812.3771  
 Line Course: N 30-18-06 W Length: 80.37  
     North: 2254873.0583      East : 6310771.8262  
 Line Course: N 89-49-13 W Length: 8.22  
     North: 2254873.0841      East : 6310763.6062  
 Line Course: S 34-56-48 W Length: 111.81  
     North: 2254781.4350      East : 6310699.5599  
 Curve Length: 44.14      Radius: 50.00  
     Delta: 50-34-48      Tangent: 23.62  
     Chord: 42.72      Course: S 29-45-48 E  
 Course In: S 34-56-48 W      Course Out: N 85-31-36 E  
 RP North: 2254740.4507      East : 6310670.9193  
 End North: 2254744.3505      East : 6310720.7669  
 Line Course: N 85-31-36 E Length: 123.19  
     North: 2254753.9587      East : 6310843.5817  
 Line Course: N 32-07-15 W Length: 58.69  
     North: 2254803.6650      East : 6310812.3758

Perimeter: 426.41    Area: 10,134 sq. ft. 0.23 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0036      Course: S 20-39-59 W  
 Error North: -0.00341      East : -0.00129  
 Precision 1: 118,450.00

-----

Parcel name: 24

## T5816-10B - CLOSURES REV1.txt

North: 2254873.0866      East : 6310763.6063  
 Line Course: N 89-49-13 W Length: 105.88  
     North: 2254873.4187      East : 6310657.7269  
 Line Course: S 00-10-47 W Length: 84.81  
     North: 2254788.6092      East : 6310657.4608  
 Curve Length: 44.13      Radius: 50.00  
     Delta: 50-34-07      Tangent: 23.62  
     Chord: 42.71      Course: S 80-20-15 E  
     Course In: S 15-37-19 E      Course Out: N 34-56-48 E  
     RP North: 2254740.4562      East : 6310670.9253  
     End North: 2254781.4405      East : 6310699.5660  
 Line Course: N 34-56-48 E Length: 111.81  
     North: 2254873.0895      East : 6310763.6123

Perimeter: 346.63    Area: 6,511 sq. ft. 0.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0066      Course: N 63-58-14 E  
 Error North: 0.00289      East : 0.00591  
 Precision 1: 52,519.70

Parcel name: 25

North: 2254873.4188      East : 6310657.7226  
 Line Course: N 89-49-13 W Length: 60.00  
     North: 2254873.6070      East : 6310597.7229  
 Line Course: S 00-10-47 W Length: 105.35  
     North: 2254768.2575      East : 6310597.3924  
 Curve Length: 21.26      Radius: 970.00

## T5816-10B - CLOSURES REV1.txt

Delta: 1-15-21      Tangent: 10.63

Chord: 21.26      Course: N 89-06-08 E

Course In: N 00-16-12 W      Course Out: S 01-31-33 E

RP North: 2255738.2467      East : 6310592.8214

End North: 2254768.5907      East : 6310618.6503

Curve Length: 18.92      Radius: 25.00

Delta: 43-22-16      Tangent: 9.94

Chord: 18.48      Course: N 66-47-19 E

Course In: N 01-31-33 W      Course Out: S 44-53-49 E

RP North: 2254793.5818      East : 6310617.9846

End North: 2254775.8724      East : 6310635.6304

Curve Length: 25.55      Radius: 50.00

Delta: 29-16-30      Tangent: 13.06

Chord: 25.27      Course: N 59-44-26 E

Course In: S 44-53-49 E      Course Out: N 15-37-19 W

RP North: 2254740.4535      East : 6310670.9221

End North: 2254788.6065      East : 6310657.4577

Line Course: N 00-10-47 E Length: 84.81

North: 2254873.4160      East : 6310657.7237

Perimeter: 315.89      Area: 5,935 sq. ft. 0.14 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0029      Course: S 22-12-43 E

Error North: -0.00272      East : 0.00111

Precision 1: 108,927.59

-----  
Parcel name: 26

North: 2254873.6070      East : 6310597.7229

## T5816-10B - CLOSURES REV1.txt

Line Course: N 89-49-13 W Length: 60.00  
 North: 2254873.7952 East : 6310537.7232  
 Line Course: S 00-10-47 W Length: 105.38  
 North: 2254768.4157 East : 6310537.3927  
 Line Course: S 89-49-13 E Length: 52.39  
 North: 2254768.2514 East : 6310589.7824  
 Curve Length: 7.61 Radius: 970.00  
 Delta: 0-26-59 Tangent: 3.81  
 Chord: 7.61 Course: N 89-57-18 E  
 Course In: N 00-10-47 E Course Out: S 00-16-12 E  
 RP North: 2255738.2466 East : 6310592.8250  
 End North: 2254768.2573 East : 6310597.3960  
 Line Course: N 00-10-47 E Length: 105.35  
 North: 2254873.6068 East : 6310597.7265

Perimeter: 330.73 Area: 6,323 sq. ft. 0.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0036 Course: S 87-54-14 E  
 Error North: -0.00013 East : 0.00358  
 Precision 1: 91,869.44

Parcel name: 27

North: 2254873.7952 East : 6310537.7232  
 Line Course: N 89-49-13 W Length: 60.00  
 North: 2254873.9834 East : 6310477.7235  
 Line Course: S 00-10-47 W Length: 105.38  
 North: 2254768.6039 East : 6310477.3929  
 Line Course: S 89-49-13 E Length: 60.00

## T5816-10B - CLOSURES REV1.txt

North: 2254768.4157 East : 6310537.3927

Line Course: N 00-10-47 E Length: 105.38

North: 2254873.7952 East : 6310537.7232

Perimeter: 330.76 Area: 6,323 sq. ft. 0.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 330,760,000.00

-----  
Parcel name: 28

North: 2254873.9834 East : 6310477.7235

Line Course: N 89-49-13 W Length: 60.00

North: 2254874.1716 East : 6310417.7238

Line Course: S 00-10-47 W Length: 105.38

North: 2254768.7921 East : 6310417.3932

Line Course: S 89-49-13 E Length: 60.00

North: 2254768.6039 East : 6310477.3929

Line Course: N 00-10-47 E Length: 105.38

North: 2254873.9834 East : 6310477.7235

Perimeter: 330.76 Area: 6,323 sq. ft. 0.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 330,760,000.00

## T5816-10B - CLOSURES REV1.txt

-----

Parcel name: 29

North: 2254874.1716      East : 6310417.7238  
 Line Course: N 89-49-13 W Length: 60.00  
     North: 2254874.3598      East : 6310357.7241  
 Line Course: S 00-10-47 W Length: 105.38  
     North: 2254768.9803      East : 6310357.3935  
 Line Course: S 89-49-13 E Length: 60.00  
     North: 2254768.7921      East : 6310417.3932  
 Line Course: N 00-10-47 E Length: 105.38  
     North: 2254874.1716      East : 6310417.7238

Perimeter: 330.76    Area: 6,323 sq. ft. 0.15 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000      Course: S 90-00-00 E  
 Error North: 0.00000      East : 0.00000  
 Precision 1: 330,760,000.00

-----

Parcel name: 30

North: 2254874.3598      East : 6310357.7241  
 Line Course: N 89-49-13 W Length: 70.00  
     North: 2254874.5794      East : 6310287.7244  
 Line Course: S 00-10-47 W Length: 85.38  
     North: 2254789.1998      East : 6310287.4566  
 Line Course: S 44-49-13 E Length: 28.28

## T5816-10B - CLOSURES REV1.txt

North: 2254769.1402 East : 6310307.3908

Line Course: S 89-49-13 E Length: 50.00

North: 2254768.9833 East : 6310357.3905

Line Course: N 00-10-47 E Length: 105.38

North: 2254874.3628 East : 6310357.7211

Perimeter: 339.04 Area: 7,176 sq. ft. 0.16 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0043 Course: N 44-49-13 W

Error North: 0.00303 East : -0.00301

Precision 1: 78,846.51

-----

Parcel name: 31

North: 2254974.3593 East : 6310358.0378

Line Course: N 89-49-13 W Length: 50.00

North: 2254974.5161 East : 6310308.0380

Line Course: S 45-10-47 W Length: 28.29

North: 2254954.5749 East : 6310287.9713

Line Course: S 00-10-47 W Length: 80.00

North: 2254874.5753 East : 6310287.7204

Line Course: S 89-49-13 E Length: 70.00

North: 2254874.3557 East : 6310357.7200

Line Course: N 00-10-47 E Length: 100.00

North: 2254974.3552 East : 6310358.0337

Perimeter: 328.28 Area: 6,800 sq. ft. 0.16 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

## T5816-10B - CLOSURES REV1.txt

Error Closure: 0.0057                      Course: S 45-10-47 W  
 Error North: -0.00404                      East : -0.00406  
 Precision 1: 57,594.74

---

Parcel name: 32

North: 2254974.1617      East : 6310421.0374  
 Line Course: N 89-49-13 W Length: 63.00  
 North: 2254974.3593      East : 6310358.0378  
 Line Course: S 00-10-47 W Length: 100.00  
 North: 2254874.3598      East : 6310357.7241  
 Line Course: S 89-49-13 E Length: 63.00  
 North: 2254874.1716      East : 6310417.7238  
 Line Course: N 00-10-47 E Length: 100.00  
 North: 2254974.1617      East : 6310421.0374

Perimeter: 326.00    Area: 6,300 sq. ft. 0.14 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000                      Course: S 63-26-06 E  
 Error North: -0.00000                      East : 0.00000  
 Precision 1: 326,000,000.00

---

Parcel name: 33

North: 2254973.9641      East : 6310484.0371  
 Line Course: N 89-49-13 W Length: 63.00

## T5816-10B - CLOSURES REV1.txt

North: 2254974.1617 East : 6310421.0374

Line Course: S 00-10-47 W Length: 100.00

North: 2254874.1622 East : 6310420.7238

Line Course: S 89-49-13 E Length: 63.00

North: 2254873.9834 East : 6310477.7235

Line Course: N 00-10-47 E Length: 100.00

North: 2254973.9641 East : 6310484.0371

Perimeter: 326.00 Area: 6,300 sq. ft. 0.14 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 326,000,000.00

-----

Parcel name: 34

North: 2254973.7664 East : 6310547.0368

Line Course: N 89-49-13 W Length: 63.00

North: 2254973.9641 East : 6310484.0371

Line Course: S 00-10-47 W Length: 100.00

North: 2254873.9646 East : 6310483.7235

Line Course: S 89-49-13 E Length: 63.00

North: 2254873.7952 East : 6310537.7232

Line Course: N 00-10-47 E Length: 100.00

North: 2254973.7664 East : 6310547.0368

Perimeter: 326.00 Area: 6,300 sq. ft. 0.14 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

## T5816-10B - CLOSURES REV1.txt

Error Closure: 0.0000 Course: S 63-26-06 E  
 Error North: -0.00000 East : 0.00000  
 Precision 1: 326,000,000.00

---

Parcel name: 35

North: 2254973.5688 East : 6310610.0365  
 Line Course: N 89-49-13 W Length: 63.00  
 North: 2254973.7664 East : 6310547.0368  
 Line Course: S 00-10-47 W Length: 100.00  
 North: 2254873.7669 East : 6310546.7232  
 Line Course: S 89-49-13 E Length: 63.00  
 North: 2254873.6070 East : 6310597.7229  
 Line Course: N 00-10-47 E Length: 100.00  
 North: 2254973.5688 East : 6310610.0365

Perimeter: 326.00 Area: 6,300 sq. ft. 0.14 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E  
 Error North: 0.00000 East : 0.00000  
 Precision 1: 326,000,000.00

---

Parcel name: 36

North: 2254973.3712 East : 6310673.0362  
 Line Course: N 89-49-13 W Length: 63.00

## T5816-10B - CLOSURES REV1.txt

North: 2254973.5688 East : 6310610.0365

Line Course: S 00-10-47 W Length: 100.00

North: 2254873.5693 East : 6310609.7228

Line Course: S 89-49-13 E Length: 63.00

North: 2254873.4188 East : 6310657.7226

Line Course: N 00-10-47 E Length: 100.00

North: 2254973.3712 East : 6310673.0362

Perimeter: 326.00 Area: 6,300 sq. ft. 0.14 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 63-26-06 E

Error North: -0.00000 East : 0.00000

Precision 1: 326,000,000.00

-----

Parcel name: 37

North: 2254973.2728 East : 6310736.3525

Curve Length: 10.31 Radius: 530.00

Delta: 1-06-51 Tangent: 5.15

Chord: 10.31 Course: S 89-37-22 W

Course In: N 00-56-04 W Course Out: S 00-10-47 W

RP North: 2255503.2023 East : 6310727.7090

End North: 2254973.2049 East : 6310726.0465

Line Course: N 89-49-13 W Length: 53.01

North: 2254973.3712 East : 6310673.0368

Line Course: S 00-10-47 W Length: 100.00

North: 2254873.3717 East : 6310672.7231

Line Course: S 89-49-13 E Length: 99.10

North: 2254873.0866 East : 6310763.6027

## T5816-10B - CLOSURES REV1.txt

Line Course: N 30-18-06 W Length: 4.73  
 North: 2254877.1446 East : 6310769.4361  
 Line Course: N 18-59-35 W Length: 101.67  
 North: 2254973.2795 East : 6310736.3472

Perimeter: 368.81 Area: 8,076 sq. ft. 0.19 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0085 Course: N 37-52-55 W  
 Error North: 0.00672 East : -0.00523  
 Precision 1: 43,390.59

-----  
 Parcel name: 38

North: 2255103.2608 East : 6310708.4470  
 Line Course: N 89-49-13 W Length: 125.00  
 North: 2255103.6529 East : 6310583.4477  
 Line Course: S 00-10-47 W Length: 50.00  
 North: 2255053.6531 East : 6310583.2908  
 Line Course: S 44-49-13 E Length: 28.29  
 North: 2255033.5864 East : 6310603.2320  
 Line Course: S 89-49-13 E Length: 105.00  
 North: 2255033.2571 East : 6310708.2315  
 Line Course: N 00-10-47 E Length: 70.00  
 North: 2255103.2567 East : 6310708.4511

Perimeter: 378.29 Area: 8,550 sq. ft. 0.20 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0057 Course: S 44-49-13 E

## T5816-10B - CLOSURES REV1.txt

Error North: -0.00406  
Precision 1: 66,366.67

East : 0.00404

-----  
Parcel name: 39

North: 2255163.2605      East : 6310708.6352  
Line Course: N 89-49-13 W Length: 105.40  
North: 2255163.5911      East : 6310603.2358  
Curve Length: 43.69      Radius: 50.00  
Delta: 50-03-37      Tangent: 23.35  
Chord: 42.31      Course: S 17-58-59 W  
Course In: S 82-57-10 W      Course Out: S 46-59-13 E  
RP North: 2255157.4567      East : 6310553.6135  
End North: 2255123.3485      East : 6310590.1734  
Curve Length: 18.69      Radius: 25.00  
Delta: 42-50-00      Tangent: 9.81  
Chord: 18.26      Course: S 21-35-47 W  
Course In: S 46-59-13 E      Course Out: N89-49-13 W  
RP North: 2255106.2944      East : 6310608.4534  
End North: 2255106.2944      East : 6310583.4534  
Line Course: S 00-10-47 W Length: 2.72  
North: 2255103.6528      East : 6310583.4450  
Line Course: S 89-49-13 E Length: 125.00  
North: 2255103.2607      East : 6310708.4443  
Line Course: N 00-10-47 E Length: 60.00  
North: 2255163.2604      East : 6310708.6325

Perimeter: 355.66      Area: 6,802 sq. ft. 0.16 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

## T5816-10B - CLOSURES REV1.txt

Error Closure: 0.0027                      Course: S 88-12-02 W  
 Error North: -0.00008                      East : -0.00270  
 Precision 1: 131,725.93

-----  
 Parcel name: 40

North: 2255305.9607      East : 6310709.0829  
 Line Course: N 89-49-13 W Length: 23.71  
 North: 2255306.0351      East : 6310685.3730  
 Line Course: S 41-34-03 W Length: 148.59  
 North: 2255194.8638      East : 6310586.7832  
 Curve Length: 36.12                      Radius: 50.00  
 Delta: 41-23-07                      Tangent: 18.89  
 Chord: 35.34                      Course: S 27-44-24 E  
 Course In: S 41-34-03 W      Course Out: N 82-57-10 E  
 RP North: 2255157.4551      East : 6310553.6081  
 End North: 2255163.5895      East : 6310603.2304  
 Line Course: S 89-49-13 E Length: 105.40  
 North: 2255163.2589      East : 6310708.6299  
 Line Course: N 00-10-47 E Length: 142.70  
 North: 2255305.9582      East : 6310709.0775

Perimeter: 456.51    Area: 11,591 sq. ft. 0.27 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0059                      Course: S 64-28-51 W  
 Error North: -0.00256                      East : -0.00537  
 Precision 1: 77,376.27

## T5816-10B - CLOSURES REV1.txt

-----  
 Parcel name: 41

North: 2255306.0351      East : 6310685.3765  
 Line Course: N 89-49-13 W Length: 58.17  
     North: 2255306.2175      East : 6310627.2067  
 Line Course: N 88-39-47 W Length: 67.01  
     North: 2255307.7810      East : 6310560.2150  
 Line Course: N 86-19-11 W Length: 6.14  
     North: 2255308.1751      East : 6310554.0877  
 Line Course: S 00-10-47 W Length: 100.72  
     North: 2255207.4556      East : 6310553.7717  
 Curve Length: 36.12      Radius: 50.00  
     Delta: 41-23-16      Tangent: 18.89  
     Chord: 35.34      Course: S 69-07-35 E  
     Course In: S 00-10-47 W      Course Out: N 41-34-03 E  
     RP North: 2255157.4559      East : 6310553.6149  
     End North: 2255194.8646      East : 6310586.7900  
 Line Course: N 41-34-03 E Length: 148.59  
     North: 2255306.0359      East : 6310685.3797

Perimeter: 416.75    Area: 8,933 sq. ft. 0.21 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0034      Course: N 76-27-08 E  
     Error North: 0.00079      East : 0.00327  
 Precision 1: 122,573.53

-----

Parcel name: 42

## T5816-10B - CLOSURES REV1.txt

North: 2255308.1751      East : 6310554.0858  
 Line Course: N 86-19-11 W Length: 60.99  
     North: 2255312.0899      East : 6310493.2216  
 Line Course: N 83-59-03 W Length: 67.35  
     North: 2255319.1484      East : 6310426.2425  
 Line Course: N 81-37-51 W Length: 16.50  
     North: 2255321.5500      East : 6310409.9182  
 Line Course: S 41-12-29 E Length: 168.12  
     North: 2255195.0696      East : 6310520.6749  
 Curve Length: 36.12      Radius: 50.00  
     Delta: 41-23-16      Tangent: 18.89  
     Chord: 35.34      Course: N 69-29-09 E  
     Course In: S 41-12-29 E      Course Out: N 00-10-47 E  
     RP North: 2255157.4535      East : 6310553.6146  
     End North: 2255207.4532      East : 6310553.7715  
 Line Course: N 00-10-47 E Length: 100.72  
     North: 2255308.1728      East : 6310554.0874

Perimeter: 449.79    Area: 9,817 sq. ft. 0.23 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0028      Course: S 34-09-22 E

Error North: -0.00232      East : 0.00157

Precision 1: 160,642.86

Parcel name: 43

North: 2255321.5501      East : 6310409.9194  
 Line Course: N 81-37-51 W Length: 10.90

## T5816-10B - CLOSURES REV1.txt

North: 2255323.1366 East : 6310399.1355

Line Course: S 00-10-47 W Length: 158.91

North: 2255164.2274 East : 6310398.6370

Line Course: S 89-49-13 E Length: 105.40

North: 2255163.8968 East : 6310504.0365

Curve Length: 36.12 Radius: 50.00

Delta: 41-23-07 Tangent: 18.89

Chord: 35.34 Course: N 28-05-58 E

Course In: S 82-35-36 E Course Out: N 41-12-29 W

RP North: 2255157.4512 East : 6310553.6193

End North: 2255195.0673 East : 6310520.6795

Line Course: N 41-12-29 W Length: 168.12

North: 2255321.5478 East : 6310409.9229

Perimeter: 479.44 Area: 11,852 sq. ft. 0.27 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0042 Course: S 56-09-37 E

Error North: -0.00234 East : 0.00349

Precision 1: 114,154.76

-----  
Parcel name: 44

North: 2255163.9023 East : 6310504.0302

Line Course: N 89-49-13 W Length: 105.40

North: 2255164.2329 East : 6310398.6308

Line Course: S 00-10-47 W Length: 60.00

North: 2255104.2332 East : 6310398.4426

Line Course: S 89-49-13 E Length: 125.00

North: 2255103.8411 East : 6310523.4419

## T5816-10B - CLOSURES REV1.txt

Line Course: N 00-10-47 E Length: 2.72  
 North: 2255106.5611 East : 6310523.4505  
 Curve Length: 18.69 Radius: 25.00  
 Delta: 42-50-00 Tangent: 9.81  
 Chord: 18.26 Course: N 21-14-13 W  
 Course In: S 89-49-13 E Course Out: N 47-20-47 E  
 RP North: 2255106.6395 East : 6310498.4506  
 End North: 2255123.5786 East : 6310516.8372  
 Curve Length: 43.69 Radius: 50.00  
 Delta: 50-03-37 Tangent: 23.35  
 Chord: 42.31 Course: N 17-37-25 W  
 Course In: N 47-20-47 E Course Out: N 82-35-36 W  
 RP North: 2255157.4568 East : 6310553.6104  
 End North: 2255163.9024 East : 6310504.0275

Perimeter: 355.49 Area: 6,802 sq. ft. 0.16 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0027 Course: N 87-50-29 W  
 Error North: 0.00010 East : -0.00270  
 Precision 1: 131,666.67

-----  
 Parcel name: 45

North: 2255103.8411 East : 6310523.4447  
 Line Course: N 89-49-13 W Length: 125.00  
 North: 2255104.2332 East : 6310398.4453  
 Line Course: S 00-10-47 W Length: 70.00  
 North: 2255034.2335 East : 6310398.2258  
 Line Course: S 89-49-13 E Length: 105.00

## T5816-10B - CLOSURES REV1.txt

North: 2255033.9042 East : 6310503.2253

Line Course: N 45-10-47 E Length: 28.29

North: 2255053.8454 East : 6310523.2920

Line Course: N 00-10-47 E Length: 50.00

North: 2255103.8451 East : 6310523.4488

Perimeter: 378.28 Area: 8,550 sq. ft. 0.20 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0057 Course: N 45-10-47 E

Error North: 0.00404 East : 0.00406

Precision 1: 66,366.67

-----

Parcel name: 46

North: 2255109.2332 East : 6310398.4610

Line Course: N 89-49-13 W Length: 110.00

North: 2255109.5782 East : 6310288.4616

Line Course: S 00-10-47 W Length: 55.00

North: 2255054.5785 East : 6310288.2890

Line Course: S 44-49-13 E Length: 28.28

North: 2255034.5189 East : 6310308.2232

Line Course: S 89-49-13 E Length: 90.00

North: 2255034.2366 East : 6310398.2228

Line Course: N 00-10-47 E Length: 75.00

North: 2255109.2362 East : 6310398.4580

Perimeter: 358.28 Area: 8,050 sq. ft. 0.18 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

## T5816-10B - CLOSURES REV1.txt

Error Closure: 0.0043                      Course: N 44-49-13 W  
 Error North: 0.00303                      East : -0.00301  
 Precision 1: 83,320.93

---

Parcel name: 47

North: 2255179.2328      East : 6310398.6806  
 Line Course: N 89-49-13 W Length: 110.00  
 North: 2255179.5779      East : 6310288.6811  
 Line Course: S 00-10-47 W Length: 70.00  
 North: 2255109.5782      East : 6310288.4616  
 Line Course: S 89-49-13 E Length: 110.00  
 North: 2255109.2332      East : 6310398.4610  
 Line Course: N 00-10-47 E Length: 70.00  
 North: 2255179.2328      East : 6310398.6806

Perimeter: 360.00    Area: 7,700 sq. ft. 0.18 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000                      Course: S 90-00-00 E  
 Error North: 0.00000                      East : 0.00000  
 Precision 1: 360,000,000.00

---

Parcel name: 48

North: 2255249.2325      East : 6310398.9002  
 Line Course: N 89-49-13 W Length: 110.00

## T5816-10B - CLOSURES REV1.txt

North: 2255249.5775 East : 6310288.9007

Line Course: S 00-10-47 W Length: 70.00

North: 2255179.5779 East : 6310288.6811

Line Course: S 89-49-13 E Length: 110.00

North: 2255179.2328 East : 6310398.6806

Line Course: N 00-10-47 E Length: 70.00

North: 2255249.2325 East : 6310398.9002

Perimeter: 360.00 Area: 7,700 sq. ft. 0.18 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 360,000,000.00

-----

Parcel name: 49

North: 2255323.1371 East : 6310399.1320

Line Course: N 81-37-51 W Length: 40.29

North: 2255329.0014 East : 6310359.2710

Line Course: N 79-12-57 W Length: 71.34

North: 2255342.3498 East : 6310289.1910

Line Course: S 00-10-47 W Length: 92.77

North: 2255249.5802 East : 6310288.9000

Line Course: S 89-49-13 E Length: 110.00

North: 2255249.2352 East : 6310398.8994

Line Course: N 00-10-47 E Length: 73.91

North: 2255323.1448 East : 6310399.1313

Perimeter: 388.31 Area: 9,107 sq. ft. 0.21 acres

## T5816-10B - CLOSURES REV1.txt

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0077                      Course: N 05-14-58 W

Error North: 0.00770                      East : -0.00071

Precision 1: 50,429.87

-----

Parcel name: 50

North: 2255430.4386                      East : 6310359.5935

Curve Length: 1.10                      Radius: 1545.00

Delta: 0-02-27                      Tangent: 0.55

Chord: 1.10                      Course: N 79-49-09 W

Course In: N 10-09-37 E                      Course Out: S 10-12-04 W

RP North: 2256951.2102                      East : 6310632.1351

End North: 2255430.6333                      East : 6310358.5097

Curve Length: 46.76                      Radius: 1455.00

Delta: 1-50-29                      Tangent: 23.38

Chord: 46.76                      Course: N 80-43-11 W

Course In: S 10-12-04 W                      Course Out: N 08-21-35 E

RP North: 2253998.6337                      East : 6310100.8237

End North: 2255438.1740                      East : 6310312.3625

Line Course: S 49-16-19 W Length: 30.26

North: 2255418.4302                      East : 6310289.4311

Line Course: S 00-10-47 W Length: 76.08

North: 2255342.3506                      East : 6310289.1924

Line Course: S 79-12-57 E Length: 71.34

North: 2255329.0022                      East : 6310359.2725

Line Course: N 00-10-47 E Length: 101.44

North: 2255430.4417                      East : 6310359.5907

## T5816-10B - CLOSURES REV1.txt

Perimeter: 326.99 Area: 6,786 sq. ft. 0.16 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0041 Course: N 42-31-59 W

Error North: 0.00304 East : -0.00279

Precision 1: 79,751.22

Parcel name: 51

North: 2255305.5725 East : 6310832.8541

Line Course: N 89-49-13 W Length: 123.77

North: 2255305.9607 East : 6310709.0847

Line Course: S 00-10-47 W Length: 65.00

North: 2255240.9610 East : 6310708.8808

Line Course: S 89-49-13 E Length: 123.77

North: 2255240.5728 East : 6310832.6502

Line Course: N 00-10-47 E Length: 65.00

North: 2255305.5725 East : 6310832.8541

Perimeter: 377.54 Area: 8,045 sq. ft. 0.18 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 377,540,000.00

Parcel name: 52

## T5816-10B - CLOSURES REV1.txt

North: 2255240.5728      East : 6310832.6502  
 Line Course: N 89-49-13 W Length: 123.77  
     North: 2255240.9610      East : 6310708.8808  
 Line Course: S 00-10-47 W Length: 65.00  
     North: 2255175.9614      East : 6310708.6770  
 Line Course: S 89-49-13 E Length: 123.77  
     North: 2255175.5731      East : 6310832.4464  
 Line Course: N 00-10-47 E Length: 65.00  
     North: 2255240.5728      East : 6310832.6502

Perimeter: 377.54    Area: 8,045 sq. ft. 0.18 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0000      Course: S 90-00-00 E  
     Error North: 0.00000      East : 0.00000  
 Precision 1: 377,540,000.00

-----

Parcel name: 53

North: 2255175.5731      East : 6310832.4464  
 Line Course: N 89-49-13 W Length: 123.77  
     North: 2255175.9614      East : 6310708.6770  
 Line Course: S 00-10-47 W Length: 65.00  
     North: 2255110.9617      East : 6310708.4731  
 Line Course: S 89-49-13 E Length: 123.77  
     North: 2255110.5734      East : 6310832.2425  
 Line Course: N 00-10-47 E Length: 65.00  
     North: 2255175.5731      East : 6310832.4464

## T5816-10B - CLOSURES REV1.txt

Perimeter: 377.54 Area: 8,045 sq. ft. 0.18 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 00-00-00 W

Error North: -0.00000 East : 0.00000

Precision 1: 377,540,000.00

-----

Parcel name: 54

North: 2255110.5734 East : 6310832.2425

Line Course: N 89-49-13 W Length: 123.77

North: 2255110.9617 East : 6310708.4731

Line Course: S 00-10-47 W Length: 77.70

North: 2255033.2621 East : 6310708.2293

Line Course: S 89-49-13 E Length: 18.01

North: 2255033.2056 East : 6310726.2393

Curve Length: 64.57 Radius: 470.00

Delta: 7-52-16 Tangent: 32.33

Chord: 64.52 Course: N 86-14-39 E

Course In: N 00-10-47 E Course Out: S 07-41-29 E

RP North: 2255503.2033 East : 6310727.7135

End North: 2255037.4317 East : 6310790.6170

Line Course: N 82-18-31 E Length: 24.37

North: 2255040.6933 East : 6310814.7678

Line Course: N 41-14-39 E Length: 26.28

North: 2255060.4534 East : 6310832.0934

Line Course: N 00-10-47 E Length: 50.12

North: 2255110.5732 East : 6310832.2506

Perimeter: 384.82 Area: 9,070 sq. ft. 0.21 acres

## T5816-10B - CLOSURES REV1.txt

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0081 Course: S 88-05-49 E

Error North: -0.00027 East : 0.00813

Precision 1: 47,508.64

-----

Parcel name: BLOCK - LOTS 1-11

North: 2255429.4439 East : 6310229.4646

Line Course: N 42-44-12 W Length: 27.25

North: 2255449.4585 East : 6310210.9719

Curve Length: 70.93 Radius: 1455.00

Delta: 2-47-35 Tangent: 35.47

Chord: 70.92 Course: N 87-03-17 W

Course In: S 04-20-30 W Course Out: N 01-32-55 E

RP North: 2253998.6339 East : 6310100.8228

End North: 2255453.1024 East : 6310140.1443

Line Course: S 45-56-21 W Length: 28.58

North: 2255433.2273 East : 6310119.6066

Line Course: S 00-19-46 W Length: 643.44

North: 2254789.7979 East : 6310115.9069

Line Course: S 44-44-44 E Length: 28.32

North: 2254769.6838 East : 6310135.8430

Line Course: S 89-49-13 E Length: 71.55

North: 2254769.4594 East : 6310207.3926

Line Course: N 45-10-47 E Length: 28.28

North: 2254789.3935 East : 6310227.4522

Line Course: N 00-10-47 E Length: 640.06

North: 2255429.4504 East : 6310229.4599

## T5816-10B - CLOSURES REV1.txt

Perimeter: 1538.42 Area: 74,709 sq. ft. 1.72 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0080 Course: N 35-45-37 W

Error North: 0.00648 East : -0.00466

Precision 1: 192,301.25

Parcel name: BLOCK - LOTS 12-37

North: 2254803.6684 East : 6310812.3771

Line Course: N 30-18-06 W Length: 85.10

North: 2254877.1421 East : 6310769.4397

Line Course: N 18-59-35 W Length: 101.67

North: 2254973.2770 East : 6310736.3508

Curve Length: 10.31 Radius: 530.00

Delta: 1-06-51 Tangent: 5.15

Chord: 10.31 Course: S 89-37-22 W

Course In: N 00-56-04 W Course Out: S 00-10-47 W

RP North: 2255503.2065 East : 6310727.7073

End North: 2254973.2091 East : 6310726.0449

Line Course: N 89-49-13 W Length: 418.01

North: 2254974.5203 East : 6310308.0369

Line Course: S 45-10-47 W Length: 28.29

North: 2254954.5791 East : 6310287.9702

Line Course: S 00-10-47 W Length: 165.38

North: 2254789.1999 East : 6310287.4515

Line Course: S 44-49-13 E Length: 28.28

North: 2254769.1403 East : 6310307.3856

Line Course: S 89-49-13 E Length: 282.39

North: 2254768.2545 East : 6310589.7742

## T5816-10B - CLOSURES REV1.txt

Curve Length: 28.87                      Radius: 970.00  
     Delta: 1-42-20                      Tangent: 14.44  
     Chord: 28.87                      Course: N 89-19-37 E  
     Course In: N 00-10-47 E      Course Out: S 01-31-33 E  
     RP North: 2255738.2497      East : 6310592.8169  
     End North: 2254768.5937      East : 6310618.6457  
 Curve Length: 18.92                      Radius: 25.00  
     Delta: 43-22-16                      Tangent: 9.94  
     Chord: 18.48                      Course: N 66-47-19 E  
     Course In: N 01-31-33 W      Course Out: S 44-53-49 E  
     RP North: 2254793.5848      East : 6310617.9800  
     End North: 2254775.8754      East : 6310635.6259  
 Curve Length: 231.83                      Radius: 50.00  
     Delta: 265-39-43                      Tangent: 53.94  
     Chord: 73.34                      Course: S 02-03-58 E  
     Course In: S 44-53-49 E      Course Out: S 40-45-54 W  
     RP North: 2254740.4565      East : 6310670.9176  
     End North: 2254702.5868      East : 6310638.2697  
 Curve Length: 18.48                      Radius: 25.00  
     Delta: 42-20-49                      Tangent: 9.68  
     Chord: 18.06                      Course: S 70-24-31 E  
     Course In: S 01-34-55 E      Course Out: N 40-45-54 E  
     RP North: 2254503.1670      East : 6310636.2407  
     End North: 2254522.1018      East : 6310652.5647  
 Curve Length: 31.66                      Radius: 1030.00  
     Delta: 1-45-42                      Tangent: 15.84  
     Chord: 31.67                      Course: S 89-17-56 W  
     Course In: N 01-34-55 W      Course Out: S 00-10-47 W  
     RP North: 2255738.2498      East : 6310592.8207  
     End North: 2254708.2549      East : 6310589.5899  
 Line Course: N 89-49-13 W Length: 454.20  
     North: 2254709.6796      East : 6310135.3921  
 Line Course: S 45-15-16 W Length: 28.25

## T5816-10B - CLOSURES REV1.txt

North: 2254689.7927 East : 6310115.3278

Line Course: S 00-19-46 W Length: 110.04

North: 2254579.7546 East : 6310114.6951

Line Course: N 87-52-42 E Length: 819.76

North: 2254610.1034 East : 6310933.8931

Line Course: N 32-07-15 W Length: 228.55

North: 2254803.6689 East : 6310812.3716

Perimeter: 3090.00 Area: 196,188 sq. ft. 4.50 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0055 Course: N 84-02-26 W

Error North: 0.00057 East : -0.00550

Precision 1: 561,818.18

Parcel name: BLOCK - LOTS 38-54

North: 2255305.5725 East : 6310832.8541

Line Course: N 89-49-13 W Length: 205.65

North: 2255306.2176 East : 6310627.2051

Line Course: N 88-39-47 W Length: 67.01

North: 2255307.7810 East : 6310560.2134

Line Course: N 86-19-11 W Length: 67.13

North: 2255312.0900 East : 6310493.2218

Line Course: N 83-59-03 W Length: 67.35

North: 2255319.1485 East : 6310426.2427

Line Course: N 81-37-51 W Length: 27.40

North: 2255323.1366 East : 6310399.1345

Line Course: N 81-37-51 W Length: 40.29

North: 2255329.0008 East : 6310359.2736

## T5816-10B - CLOSURES REV1.txt

Line Course: N 00-10-47 E Length: 101.44  
 North: 2255430.4403 East : 6310359.5918  
 Curve Length: 1.10 Radius: 1545.00  
 Delta: 0-02-27 Tangent: 0.55  
 Chord: 1.10 Course: N 79-49-09 W  
 Course In: N 10-09-37 E Course Out: S 10-12-04 W  
 RP North: 2256951.2119 East : 6310632.1334  
 End North: 2255430.6350 East : 6310358.5080  
 Curve Length: 46.76 Radius: 1455.00  
 Delta: 1-50-29 Tangent: 23.38  
 Chord: 46.76 Course: N 80-43-11 W  
 Course In: S 10-12-04 W Course Out: N 08-21-35 E  
 RP North: 2253998.6354 East : 6310100.8219  
 End North: 2255438.1757 East : 6310312.3608  
 Line Course: S 49-16-19 W Length: 30.26  
 North: 2255418.4319 East : 6310289.4293  
 Line Course: S 00-10-47 W Length: 363.86  
 North: 2255054.5737 East : 6310288.2880  
 Line Course: S 44-49-13 E Length: 28.28  
 North: 2255034.5141 East : 6310308.2222  
 Line Course: S 89-49-13 E Length: 195.00  
 North: 2255033.9025 East : 6310503.2212  
 Line Course: N 45-10-47 E Length: 28.29  
 North: 2255053.8437 East : 6310523.2879  
 Line Course: N 00-10-47 E Length: 52.72  
 North: 2255106.5634 East : 6310523.4533  
 Curve Length: 18.69 Radius: 25.00  
 Delta: 42-50-00 Tangent: 9.81  
 Chord: 18.26 Course: N 21-35-47 W  
 Course In: S 89-49-13 W Course Out: N 47-20-47 E  
 RP North: 2255106.6395 East : 6310498.4506  
 End North: 2255123.5786 East : 6310516.8372  
 Curve Length: 231.84 Radius: 50.00

## T5816-10B - CLOSURES REV1.txt

Delta: 265-40-01      Tangent: 53.93  
 Chord: 73.33      Course: S 89-49-13 E  
 Course In: N 47-20-47 E      Course Out: S 46-59-13 E  
 RP North: 2255157.4592      East : 6310553.6132  
 End North: 2255123.3509      East : 6310590.1731  
 Curve Length: 18.69      Radius: 25.00  
 Delta: 42-50-00      Tangent: 9.85  
 Chord: 18.33      Course: S 21-30-24 W  
 Course In: S 46-59-13 E      Course Out: N 89-49-13 W  
 RP North: 2255106.2968      East : 6310608.4530  
 End North: 2255106.2968      East : 6310583.4530  
 Line Course: S 00-10-47 W Length: 52.72  
     North: 2255053.6555      East : 6310583.2878  
 Line Course: S 44-49-13 E Length: 28.29  
     North: 2255033.5888      East : 6310603.2290  
 Line Course: S 89-49-13 E Length: 105.00  
     North: 2255033.2594      East : 6310708.2285  
 Line Course: S 89-49-13 E Length: 18.01  
     North: 2255033.2029      East : 6310726.2384  
 Curve Length: 64.57      Radius: 470.00  
 Delta: 7-52-16      Tangent: 32.33  
 Chord: 64.52      Course: N 86-14-39 E  
 Course In: N 00-10-47 E      Course Out: S 07-41-29 E  
 RP North: 2255503.2033      East : 6310727.7135  
 End North: 2255037.4317      East : 6310790.6170  
 Line Course: N 82-18-31 E Length: 24.37  
     North: 2255040.6906      East : 6310814.7669  
 Line Course: N 41-14-39 E Length: 26.28  
     North: 2255060.4508      East : 6310832.0925  
 Line Course: N 00-10-47 E Length: 245.12  
     North: 2255305.5696      East : 6310832.8614

Perimeter: 2156.26    Area: 145,444 sq. ft. 3.34 acres

## T5816-10B - CLOSURES REV1.txt

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0078                      Course: S 67-59-12 E

Error North: -0.00293                      East : 0.00725

Precision 1: 276,444.87

-----

Parcel name: TRACT BOUNDARY

North: 2255325.5241                      East : 6312190.4963

Line Course: S 89-49-13 E Length: 235.65

North: 2255324.7849                      East : 6312426.1451

Line Course: S 00-10-47 W Length: 247.23

North: 2255077.5561                      East : 6312425.3697

Curve Length: 41.20                      Radius: 300.00

Delta: 7-52-05                      Tangent: 20.63

Chord: 41.16                      Course: S 03-45-15 E

Course In: S 89-49-13 E                      Course Out: S 82-18-42 W

RP North: 2255076.6151                      East : 6312725.3682

End North: 2255036.4798                      East : 6312428.0650

Line Course: S 82-18-31 W Length: 70.78

North: 2255027.0068                      East : 6312357.9218

Curve Length: 58.97                      Radius: 500.00

Delta: 6-45-25                      Tangent: 29.52

Chord: 58.93                      Course: S 85-41-14 W

Course In: N 07-41-29 W                      Course Out: S 00-56-04 E

RP North: 2255522.5085                      East : 6312291.0032

End North: 2255022.5749                      East : 6312299.1574

Line Course: S 00-56-04 E Length: 30.00

North: 2254992.5789                      East : 6312299.6467

Line Course: S 18-59-35 E Length: 101.67

## T5816-10B - CLOSURES REV1.txt

North: 2254896.4441 East : 6312332.7355

Line Course: S 30-18-06 E Length: 85.10

North: 2254822.9703 East : 6312375.6730

Line Course: S 32-07-15 E Length: 228.55

North: 2254629.4048 East : 6312497.1945

Line Course: S 87-52-42 W Length: 819.76

North: 2254599.0560 East : 6311677.9965

Line Course: N 89-39-46 W Length: 55.00

North: 2254599.3797 East : 6311622.9974

Line Course: N 00-19-46 E Length: 918.82

North: 2255518.1845 East : 6311628.2805

Line Course: S 89-39-00 E Length: 45.00

North: 2255517.9096 East : 6311673.2797

Curve Length: 251.05 Radius: 1500.00

Delta: 9-35-22 Tangent: 125.82

Chord: 250.76 Course: S 84-51-19 E

Course In: S 00-21-00 W Course Out: N 09-56-22 E

RP North: 2254017.9376 East : 6311664.1167

End North: 2255495.4237 East : 6311923.0276

Line Course: S 00-10-47 W Length: 45.68

North: 2255449.7439 East : 6311922.8843

Line Course: S 00-10-47 W Length: 101.44

North: 2255348.3044 East : 6311922.5661

Line Course: S 81-37-51 E Length: 67.69

North: 2255342.4402 East : 6311962.4271

Line Course: S 83-59-03 E Length: 67.35

North: 2255331.3936 East : 6312056.5144

Line Course: S 86-19-11 E Length: 67.13

North: 2255327.0846 East : 6312123.5060

Line Course: S 88-39-47 E Length: 67.01

North: 2255325.5211 East : 6312190.4977

Perimeter: 3605.08 Area: 610,078 sq. ft. 14.01 acres

## T5816-10B - CLOSURES REV1.txt

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0033                      Course: S 25-13-25 E

Error North: -0.00298                      East : 0.00140

Precision 1: 1,092,448.48

-----

Parcel name: EL CAMINO R/W

North: 2255498.6057                      East : 6310109.9865

Line Course: N 89-39-00 W Length: 45.00

North: 2255498.8806                      East : 6310064.9874

Line Course: S 00-19-46 W Length: 65.34

North: 2255433.5416                      East : 6310064.6117

Line Course: S 89-40-14 E Length: 55.00

North: 2255433.2254                      East : 6310119.6108

Line Course: N 45-56-21 E Length: 28.58

North: 2255453.1006                      East : 6310140.1484

Curve Length: 70.93                      Radius: 1455.00

Delta: 2-47-35                      Tangent: 35.47

Chord: 70.92                      Course: S 87-03-17 E

Course In: S 01-32-55 W                      Course Out: N 04-20-30 E

RP North: 2253998.6320                      East : 6310100.8269

End North: 2255449.4566                      East : 6310210.9761

Curve Length: 102.04                      Radius: 1455.00

Delta: 4-01-05                      Tangent: 51.04

Chord: 102.01                      Course: S 83-38-58 E

Course In: S 04-20-30 W                      Course Out: N 08-21-35 E

RP North: 2253998.6320                      East : 6310100.8269

End North: 2255438.1723                      East : 6310312.3658

Curve Length: 46.76                      Radius: 1455.00

## T5816-10B - CLOSURES REV1.txt

Delta: 1-50-29      Tangent: 23.38

Chord: 46.76      Course: S 80-43-11 E

Course In: S 08-21-35 W      Course Out: N 10-12-04 E

RP North: 2253998.6320      East : 6310100.8269

End North: 2255430.6316      East : 6310358.5130

Curve Length: 1.10      Radius: 1545.01

Delta: 0-02-27      Tangent: 0.55

Chord: 1.10      Course: S 79-49-09 E

Course In: N 10-12-04 E      Course Out: S 10-09-37 W

RP North: 2256951.2183      East : 6310632.1402

End North: 2255430.4370      East : 6310359.5967

Line Course: N 00-10-47 E Length: 45.68

North: 2255476.1168      East : 6310359.7400

Curve Length: 251.05      Radius: 1500.00

Delta: 9-35-22      Tangent: 125.82

Chord: 250.76      Course: N 84-51-19 W

Course In: S 09-56-22 W      Course Out: N 00-21-00 E

RP North: 2253998.6307      East : 6310100.8292

End North: 2255498.6027      East : 6310109.9921

Perimeter: 711.49      Area: 14,653 sq. ft. 0.34 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0063      Course: S 61-35-37 E

Error North: -0.00301      East : 0.00556

Precision 1: 112,933.33

-----  
Parcel name: VIANA DRIVE R/W

North: 2254208.4805      East : 6309985.1889

## T5816-10B - CLOSURES REV1.txt

Line Course: S 89-49-13 E Length: 71.55  
 North: 2254208.2561 East : 6310056.7386  
 Line Course: N 45-10-47 E Length: 28.28  
 North: 2254228.1903 East : 6310076.7982  
 Line Course: S 89-49-13 E Length: 60.00  
 North: 2254228.0021 East : 6310136.7979  
 Line Course: S 44-49-13 E Length: 28.28  
 North: 2254207.9425 East : 6310156.7321  
 Line Course: S 89-49-13 E Length: 282.39  
 North: 2254207.0567 East : 6310439.1207  
 Curve Length: 28.87 Radius: 970.00  
 Delta: 1-42-20 Tangent: 14.44  
 Chord: 28.87 Course: N 89-19-37 E  
 Course In: N 00-10-47 E Course Out: S 01-31-33 E  
 RP North: 2255177.0519 East : 6310442.1633  
 End North: 2254207.3958 East : 6310467.9921  
 Curve Length: 18.92 Radius: 25.00  
 Delta: 43-22-16 Tangent: 9.94  
 Chord: 18.48 Course: N 66-47-19 E  
 Course In: N 01-31-33 W Course Out: S 44-53-49 E  
 RP North: 2254232.3870 East : 6310467.3264  
 End North: 2254214.6775 East : 6310484.9723  
 Curve Length: 231.83 Radius: 50.00  
 Delta: 265-39-43 Tangent: 53.94  
 Chord: 73.34 Course: S 02-03-58 E  
 Course In: S 44-53-49 E Course Out: S 40-45-54 W  
 RP North: 2254179.2587 East : 6310520.2640  
 End North: 2254141.3890 East : 6310487.6161  
 Curve Length: 18.48 Radius: 25.00  
 Delta: 42-20-49 Tangent: 9.68  
 Chord: 18.06 Course: N 70-24-31 W  
 Course In: S 40-45-54 W Course Out: N 01-34-55 W  
 RP North: 2254122.4541 East : 6310471.2921

## T5816-10B - CLOSURES REV1.txt

End North: 2254147.4446      East : 6310470.6020  
 Curve Length: 31.67      Radius: 1030.00  
 Delta: 1-45-42      Tangent: 15.84  
 Chord: 31.67      Course: S 89-17-56 W  
 Course In: N 01-34-55 W      Course Out: S 00-10-47 W  
 RP North: 2255177.0520      East : 6310442.1671  
 End North: 2254147.0571      East : 6310438.9363  
 Line Course: N 89-49-13 W Length: 454.20  
     North: 2254148.4818      East : 6309984.7385  
 Line Course: N 00-25-45 E Length: 60.00  
     North: 2254208.4801      East : 6309985.1879

Perimeter: 1314.49    Area: 38,794 sq. ft. 0.89 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0011      Course: S 66-08-13 W  
 Error North: -0.00044      East : -0.00100  
 Precision 1: 1,194,972.73

-----  
 Parcel name: COMANCHE DRIVE R/W

North: 2255433.2245      East : 6310119.6066  
 Line Course: N 89-40-14 W Length: 55.00  
     North: 2255433.5407      East : 6310064.6075  
 Line Course: S 00-19-46 W Length: 853.48  
     North: 2254580.0748      East : 6310059.7001  
 Line Course: S 89-39-46 E Length: 55.00  
     North: 2254579.7511      East : 6310114.6992  
 Line Course: N 00-19-46 E Length: 110.04  
     North: 2254689.7893      East : 6310115.3319

## T5816-10B - CLOSURES REV1.txt

Line Course: N 45-15-16 E Length: 28.25  
 North: 2254709.6762 East : 6310135.3962  
 Line Course: N 00-25-45 E Length: 60.00  
 North: 2254769.6745 East : 6310135.8456  
 Line Course: N 44-44-44 W Length: 28.32  
 North: 2254789.7885 East : 6310115.9095  
 Line Course: N 00-19-46 E Length: 643.44  
 North: 2255433.2178 East : 6310119.6091

Perimeter: 1833.53 Area: 48,542 sq. ft. 1.11 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0071 Course: S 20-52-09 E  
 Error North: -0.00664 East : 0.00253  
 Precision 1: 258,243.66

-----  
 Parcel name: ALCALA AVENUE R/W

North: 2255418.4329 East : 6310289.4304  
 Line Course: N 49-16-19 E Length: 30.26  
 North: 2255438.1766 East : 6310312.3618  
 Curve Length: 102.03 Radius: 1455.00  
 Delta: 4-01-05 Tangent: 51.04  
 Chord: 102.01 Course: N 83-38-58 W  
 Course In: S 08-21-35 W Course Out: N 04-20-30 E  
 RP North: 2253998.6363 East : 6310100.8230  
 End North: 2255449.4609 East : 6310210.9721  
 Line Course: S 42-44-12 E Length: 27.25  
 North: 2255429.4463 East : 6310229.4648  
 Line Course: S 00-10-47 W Length: 640.06

## T5816-10B - CLOSURES REV1.txt

North: 2254789.3895 East : 6310227.4571

Line Course: S 89-49-13 E Length: 60.00

North: 2254789.2013 East : 6310287.4568

Line Course: N 00-10-47 E Length: 165.38

North: 2254954.5805 East : 6310287.9755

Line Course: N 00-10-47 E Length: 100.00

North: 2255054.5800 East : 6310288.2892

Line Course: N 00-10-47 E Length: 363.86

North: 2255418.4382 East : 6310289.4305

Perimeter: 1488.83 Area: 39,768 sq. ft. 0.91 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0053 Course: N 01-45-26 E

Error North: 0.00533 East : 0.00016

Precision 1: 280,915.09

-----  
Parcel name: PALOMA PLACE

North: 2254973.2049 East : 6310726.0474

Line Course: N 89-49-13 W Length: 418.01

North: 2254974.5161 East : 6310308.0394

Line Course: S 45-10-47 W Length: 28.29

North: 2254954.5749 East : 6310287.9727

Line Course: N 00-10-47 E Length: 100.00

North: 2255054.5744 East : 6310288.2864

Line Course: S 44-49-13 E Length: 28.28

North: 2255034.5148 East : 6310308.2206

Line Course: S 89-49-13 E Length: 195.00

North: 2255033.9032 East : 6310503.2196

## T5816-10B - CLOSURES REV1.txt

Line Course: S 89-49-13 E Length: 100.01  
 North: 2255033.5894 East : 6310603.2291  
 Line Course: S 89-49-13 E Length: 123.01  
 North: 2255033.2036 East : 6310726.2385  
 Curve Length: 64.57 Radius: 470.00  
 Delta: 7-52-16 Tangent: 32.33  
 Chord: 64.52 Course: N 86-14-39 E  
 Course In: N 00-10-47 E Course Out: S 07-41-29 E  
 RP North: 2255503.2013 East : 6310727.7128  
 End North: 2255037.4297 East : 6310790.6163  
 Line Course: N 82-18-31 E Length: 24.37  
 North: 2255040.6913 East : 6310814.7670  
 Line Course: N 41-14-39 E Length: 26.28  
 North: 2255060.4514 East : 6310832.0926  
 Line Course: S 00-10-47 W Length: 2.11  
 North: 2255058.3415 East : 6310832.0860  
 Curve Length: 45.32 Radius: 330.00  
 Delta: 7-52-06 Tangent: 22.69  
 Chord: 45.28 Course: S 03-45-16 E  
 Course In: S 89-49-13 E Course Out: S 82-18-41 W  
 RP North: 2255057.3063 East : 6311162.0844  
 End North: 2255013.1559 East : 6310835.0512  
 Line Course: S 82-18-31 W Length: 40.78  
 North: 2255007.6980 East : 6310794.6380  
 Curve Length: 58.97 Radius: 500.00  
 Delta: 6-45-25 Tangent: 29.52  
 Chord: 58.93 Course: S 85-41-14 W  
 Course In: N 07-41-29 W Course Out: S 00-56-04 E  
 RP North: 2255503.1997 East : 6310727.7194  
 End North: 2255003.2662 East : 6310735.8736  
 Line Course: S 00-56-04 E Length: 30.00  
 North: 2254973.2702 East : 6310736.3629  
 Curve Length: 10.31 Radius: 530.00

## T5816-10B - CLOSURES REV1.txt

Delta: 1-06-51      Tangent: 5.15  
 Chord: 10.31      Course: S 89-37-22 W  
 Course In: N 00-56-04 W      Course Out: S 00-10-47 W  
 RP North: 2255503.1997      East : 6310727.7194  
 End North: 2254973.2023      East : 6310726.0569

Perimeter: 1295.28    Area: 30,369 sq. ft. 0.70 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0099      Course: S 74-32-00 E  
 Error North: -0.00265      East : 0.00956  
 Precision 1: 130,839.39

-----  
 Parcel name: LOMA COURT R/W

North: 2255007.4320      East : 6309683.7336  
 Line Course: S 45-10-47 W Length: 28.29  
 North: 2254987.4908      East : 6309663.6669  
 Line Course: S 89-49-13 E Length: 100.01  
 North: 2254987.1771      East : 6309763.6764  
 Line Course: N 44-49-13 W Length: 28.29  
 North: 2255007.2438      East : 6309743.7352  
 Line Course: N 00-10-47 E Length: 50.00  
 North: 2255057.2435      East : 6309743.8920  
 Line Course: N 00-10-47 E Length: 2.72  
 North: 2255059.9635      East : 6309743.9006  
 Curve Length: 18.69      Radius: 25.00  
 Delta: 42-50-00      Tangent: 9.81  
 Chord: 18.26      Course: N 21-35-47 E  
 Course In: S 89-49-13 E      Course Out: N 46-59-13 W

## T5816-10B - CLOSURES REV1.txt

RP North: 2255059.8851 East : 6309768.9004

End North: 2255076.9392 East : 6309750.6205

Curve Length: 231.84 Radius: 50.00

Delta: 265-40-00 Tangent: 53.93

Chord: 73.33 Course: N 89-49-13 W

Course In: N 46-59-13 W Course Out: S 47-20-47 W

RP North: 2255111.0475 East : 6309714.0606

End North: 2255077.1692 East : 6309677.2874

Curve Length: 18.69 Radius: 25.00

Delta: 42-50-00 Tangent: 9.85

Chord: 18.26 Course: S 21-14-13 E

Course In: S 47-20-47 W Course Out: S 89-49-13 E

RP North: 2255060.2301 East : 6309658.9008

End North: 2255060.1517 East : 6309683.9007

Line Course: S 00-10-47 W Length: 2.72

North: 2255057.4317 East : 6309683.8921

Line Course: S 00-10-47 W Length: 50.00

North: 2255007.4320 East : 6309683.7353

Perimeter: 531.23 Area: 12,896 sq. ft. 0.30 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0017 Course: S 89-49-13 E

Error North: -0.00001 East : 0.00173

Precision 1: 312,500.00

-----  
Parcel name: TESORO DRIVE R/W

North: 2255305.4784 East : 6310862.8540

## T5816-10B - CLOSURES REV1.txt

Line Course: N 89-49-13 W Length: 30.00  
 North: 2255305.5725 East : 6310832.8541

Line Course: S 00-10-47 W Length: 247.23  
 North: 2255060.4537 East : 6310832.0852

Curve Length: 45.32 Radius: 330.00  
 Delta: 7-52-06 Tangent: 22.69  
 Chord: 45.28 Course: S 03-45-16 E  
 Course In: S 89-49-13 E Course Out: S 82-18-41 W  
 RP North: 2255057.3086 East : 6311162.0770  
 End North: 2255013.1581 East : 6310835.0438

Line Course: N 82-18-31 E Length: 30.00  
 North: 2255017.1733 East : 6310864.7739

Curve Length: 41.20 Radius: 300.00  
 Delta: 7-52-05 Tangent: 20.63  
 Chord: 41.16 Course: N 03-45-15 W  
 Course In: N 82-18-42 E Course Out: N 89-49-13 W  
 RP North: 2255057.3086 East : 6311162.0770  
 End North: 2255058.2496 East : 6310862.0785

Line Course: N 00-10-47 E Length: 247.23  
 North: 2255305.4784 East : 6310862.8540

Perimeter: 640.97 Area: 8,715 sq. ft. 0.20 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 80-59-29 W  
 Error North: -0.00000 East : -0.00000  
 Precision 1: 640,980,000.00

received  
3/5/2019 R.L.

## CENTERLINES.txt

Parcel name: EAST ACALA R/W

North: 2254578.9985      East : 6307963.8603  
 Line Course: N 00-10-47 E Length: 165.38  
 North: 2254744.3777      East : 6307964.3790  
 Line Course: N 00-10-47 E Length: 100.00  
 North: 2254844.3772      East : 6307964.6927  
 Line Course: N 00-10-47 E Length: 363.86  
 North: 2255208.2354      East : 6307965.8341  
 Line Course: N 49-16-19 E Length: 30.26  
 North: 2255227.9792      East : 6307988.7655  
 Curve Length: 53.16      Radius: 1455.00  
 Delta: 2-05-36      Tangent: 26.58  
 Chord: 53.13      Course: N 82-41-22 W  
 Course In: S 08-21-35 W      Course Out: N 06-15-59 E  
 RP North: 2253788.4389      East : 6307777.2266  
 End North: 2255234.7593      East : 6307935.9154  
 Line Course: S 00-10-47 W Length: 705.66  
 North: 2254529.1028      East : 6307933.7020  
 Line Course: S 89-49-13 E Length: 50.00  
 North: 2254528.9460      East : 6307983.7017  
 Line Course: N 00-10-47 E Length: 30.00  
 North: 2254558.9458      East : 6307983.7958  
 Line Course: N 44-49-13 W Length: 28.28  
 North: 2254579.0054      East : 6307963.8617

Perimeter: 1526.72 Area: 22,181 sq. ft. 0.51 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0070      Course: N 11-18-49 E

Error North: 0.00688      East : 0.00138

Precision 1: 218,104.29



## CENTERLINES.txt

-----

Parcel name: EAST LOMA R/W

North: 2254610.7871 East : 6307107.0879  
 Line Course: N 89-49-13 W Length: 50.00  
 North: 2254610.9440 East : 6307057.0882  
 Line Course: N 00-10-47 E Length: 153.71  
 North: 2254764.6532 East : 6307057.5703  
 Line Course: N 00-10-47 E Length: 50.00  
 North: 2254814.6530 East : 6307057.7272  
 Curve Length: 115.92 Radius: 50.00  
 Delta: 132-50-00 Tangent: 114.54  
 Chord: 91.65 Course: S 23-24-13 E  
 Course In: S 00-10-47 W Course Out: S 46-59-13 E  
 RP North: 2254764.6532 East : 6307057.5703  
 End North: 2254730.5450 East : 6307094.1302  
 Curve Length: 18.69 Radius: 25.00  
 Delta: 42-50-00 Tangent: 9.85  
 Chord: 18.33 Course: S 21-30-24 W  
 Course In: S 46-59-13 E Course Out: N 89-49-13 W  
 RP North: 2254713.4908 East : 6307112.4102  
 End North: 2254713.5693 East : 6307087.4103  
 Line Course: S 00-10-47 W Length: 2.72  
 North: 2254710.8493 East : 6307087.4018  
 Line Course: S 00-10-47 W Length: 50.00  
 North: 2254660.8495 East : 6307087.2450  
 Line Course: S 44-49-13 E Length: 28.29  
 North: 2254640.7828 East : 6307107.1862  
 Line Course: S 00-10-47 W Length: 30.00  
 North: 2254610.7830 East : 6307107.0921

## CENTERLINES.txt

Perimeter: 499.32 Area: 7,948 sq. ft. 0.18 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0059 Course: S 44-40-58 E

Error North: -0.00417 East : 0.00412

Precision 1: 84,632.20

-----

Parcel name: NORTH PALOMA R/W

North: 2254799.2402 East : 6307209.0225

Line Course: S 44-49-13 E Length: 28.28

North: 2254779.1806 East : 6307228.9566

Line Course: S 89-49-13 E Length: 195.00

North: 2254778.5690 East : 6307423.9557

Line Course: S 89-49-13 E Length: 100.01

North: 2254778.2553 East : 6307523.9652

Line Course: S 89-49-13 E Length: 123.01

North: 2254777.8694 East : 6307646.9746

Curve Length: 64.57 Radius: 470.00

Delta: 7-52-16 Tangent: 32.33

Chord: 64.52 Course: N 86-14-39 E

Course In: N 00-10-47 E Course Out: S 07-41-29 E

RP North: 2255247.8671 East : 6307648.4488

End North: 2254782.0955 East : 6307711.3524

Line Course: N 82-18-31 E Length: 24.37

North: 2254785.3571 East : 6307735.5031

Line Course: N 41-14-39 E Length: 26.28

North: 2254805.1173 East : 6307752.8287

Line Course: S 89-49-13 E Length: 30.00

## CENTERLINES.txt

North: 2254805.0232 East : 6307782.8286

Line Course: S 00-10-47 W Length: 2.11

North: 2254802.9132 East : 6307782.8219

Curve Length: 41.20 Radius: 300.00

Delta: 7-52-05 Tangent: 20.63

Chord: 41.16 Course: S 03-45-15 E

Course In: S 89-49-13 E Course Out: S 82-18-42 W

RP North: 2254801.9721 East : 6308082.8205

End North: 2254761.8368 East : 6307785.5173

Line Course: S 82-18-31 W Length: 70.78

North: 2254752.3638 East : 6307715.3741

Curve Length: 58.97 Radius: 500.00

Delta: 6-45-25 Tangent: 29.52

Chord: 58.93 Course: S 85-41-14 W

Course In: N 07-41-29 W Course Out: S 00-56-04 E

RP North: 2255247.8655 East : 6307648.4555

End North: 2254747.9320 East : 6307656.6097

Curve Length: 9.72 Radius: 500.00

Delta: 1-06-51 Tangent: 4.86

Chord: 9.72 Course: S 89-37-22 W

Course In: N 00-56-04 W Course Out: S 00-10-47 W

RP North: 2255247.8655 East : 6307648.4555

End North: 2254747.8679 East : 6307646.8871

Line Course: N 89-49-13 W Length: 468.01

North: 2254749.3360 East : 6307178.8794

Line Course: N 00-10-47 E Length: 50.00

North: 2254799.3357 East : 6307179.0363

Line Course: S 89-49-13 E Length: 30.00

North: 2254799.2416 East : 6307209.0361

Perimeter: 1322.29 Area: 19,589 sq. ft. 0.45 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

## CENTERLINES.txt

Error Closure: 0.0137      Course: N 84-09-43 E  
 Error North: 0.00139      East : 0.01362  
 Precision 1: 96,518.98

Parcel name: NORTH VIANA R/W

North: 2254752.2532      East : 6308044.5236  
 Line Course: S 89-49-13 E Length: 529.08  
 North: 2254750.5936      East : 6308573.6010  
 Curve Length: 40.15      Radius: 1000.00  
 Delta: 2-18-02      Tangent: 20.08  
 Chord: 40.15      Course: N 89-01-46 E  
 Course In: N 00-10-47 E      Course Out: S 02-07-15 E  
 RP North: 2255750.5887      East : 6308576.7378  
 End North: 2254751.2737      East : 6308613.7448  
 Line Course: N 87-52-45 E Length: 41.12  
 North: 2254752.7954      East : 6308654.8367  
 Line Course: N 87-56-02 E Length: 50.00  
 North: 2254754.5980      East : 6308704.8042  
 Curve Length: 115.92      Radius: 50.00  
 Delta: 132-49-51      Tangent: 114.53  
 Chord: 91.65      Course: N 68-28-53 W  
 Course In: S 87-56-02 W      Course Out: N 44-53-49 W  
 RP North: 2254752.7954      East : 6308654.8367  
 End North: 2254788.2143      East : 6308619.5450  
 Curve Length: 18.92      Radius: 25.00  
 Delta: 43-22-16      Tangent: 9.94  
 Chord: 18.48      Course: S 66-47-19 W  
 Course In: N 44-53-49 W      Course Out: S 01-31-33 E  
 RP North: 2254805.9237      East : 6308601.8991

## CENTERLINES.txt

End North: 2254780.9326      East : 6308602.5648  
 Curve Length: 28.87      Radius: 970.00  
 Delta: 1-42-20      Tangent: 14.44  
 Chord: 28.87      Course: S 89-19-37 W  
 Course In: N 01-31-33 W      Course Out: S 00-10-47 W  
 RP North: 2255750.5886      East : 6308576.7360  
 End North: 2254780.5934      East : 6308573.6933  
 Line Course: N 89-49-13 W Length: 282.39  
     North: 2254781.4792      East : 6308291.3047  
 Line Course: N 44-49-13 W Length: 28.28  
     North: 2254801.5388      East : 6308271.3706  
 Line Course: N 89-49-13 W Length: 60.00  
     North: 2254801.7270      East : 6308211.3709  
 Line Course: S 45-10-47 W Length: 28.28  
     North: 2254781.7928      East : 6308191.3113  
 Line Course: N 89-49-13 W Length: 71.55  
     North: 2254782.0173      East : 6308119.7616  
 Line Course: N 44-44-44 W Length: 28.32  
     North: 2254802.1313      East : 6308099.8255  
 Line Course: N 89-40-14 W Length: 55.00  
     North: 2254802.4475      East : 6308044.8264  
 Line Course: S 00-19-46 W Length: 50.20  
     North: 2254752.2483      East : 6308044.5377

Perimeter: 1428.09    Area: 23,737 sq. ft. 0.54 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0063      Course: S 40-41-09 E

Error North: -0.00480      East : 0.00413

Precision 1: 226,680.95

## CENTERLINES.txt

Parcel name: SOUTH PALOMA R/W

North: 2254678.7976      East : 6307209.3655  
 Line Course: N 45-10-47 E Length: 28.29  
     North: 2254698.7388      East : 6307229.4322  
 Line Course: S 89-49-13 E Length: 418.01  
     North: 2254697.4276      East : 6307647.4401  
 Curve Length: 10.31      Radius: 530.00  
     Delta: 1-06-51      Tangent: 5.15  
     Chord: 10.31      Course: N 89-37-22 E  
     Course In: N 00-10-47 E      Course Out: S 00-56-04 E  
     RP North: 2255227.4250      East : 6307649.1026  
     End North: 2254697.4955      East : 6307657.7461  
 Line Course: N 00-56-04 W Length: 30.00  
     North: 2254727.4915      East : 6307657.2568  
 Curve Length: 9.72      Radius: 500.00  
     Delta: 1-06-51      Tangent: 4.86  
     Chord: 9.72      Course: S 89-37-22 W  
     Course In: N 00-56-04 W      Course Out: S 00-10-47 W  
     RP North: 2255227.4250      East : 6307649.1026  
     End North: 2254727.4275      East : 6307647.5342  
 Line Course: N 89-49-13 W Length: 468.01  
     North: 2254728.8955      East : 6307179.5265  
 Line Course: S 00-10-47 W Length: 50.00  
     North: 2254678.8958      East : 6307179.3697  
 Line Course: S 89-49-13 E Length: 30.00  
     North: 2254678.8017      East : 6307209.3696

Perimeter: 1044.34    Area: 15,141 sq. ft. 0.35 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0057      Course: N 45-10-47 E

## CENTERLINES.txt

Error North: 0.00404  
Precision 1: 183,217.54

East : 0.00406

-----  
Parcel name: SOUTH VIANA R/W

North: 2254720.7072      East : 6308573.3294  
Curve Length: 40.15      Radius: 1000.00  
Delta: 2-18-02      Tangent: 20.08  
Chord: 40.15      Course: N 89-01-46 E  
Course In: N 00-10-47 E      Course Out: S 02-07-15 E  
RP North: 2255720.7022      East : 6308576.4662  
End North: 2254721.3872      East : 6308613.4732  
Line Course: N 87-52-45 E Length: 41.12  
North: 2254722.9090      East : 6308654.5651  
Line Course: N 87-56-02 E Length: 50.00  
North: 2254724.7116      East : 6308704.5326  
Curve Length: 115.92      Radius: 50.00  
Delta: 132-49-52      Tangent: 114.53  
Chord: 91.65      Course: S 64-20-58 W  
Course In: S 87-56-02 W      Course Out: S 40-45-54 W  
RP North: 2254722.9090      East : 6308654.5651  
End North: 2254685.0393      East : 6308621.9172  
Curve Length: 18.48      Radius: 25.00  
Delta: 42-20-49      Tangent: 9.68  
Chord: 18.06      Course: N 70-24-31 W  
Course In: S 40-45-54 W      Course Out: N 01-34-55 W  
RP North: 2254666.1044      East : 6308605.5932  
End North: 2254691.0949      East : 6308604.9031  
Curve Length: 31.67      Radius: 1030.00  
Delta: 1-45-42      Tangent: 15.84

## CENTERLINES.txt

Chord: 31.67 Course: S 89-17-56 W

Course In: N 01-34-55 W Course Out: S 00-10-47 W

RP North: 2255720.7023 East : 6308576.4682

End North: 2254690.7074 East : 6308573.2374

Line Course: N 89-49-13 W Length: 454.20

North: 2254692.1321 East : 6308119.0396

Line Course: S 45-15-16 W Length: 28.25

North: 2254672.2452 East : 6308098.9753

Line Course: N 89-40-14 W Length: 55.00

North: 2254672.5615 East : 6308043.9762

Line Course: N 00-19-46 E Length: 49.80

North: 2254722.3606 East : 6308044.2626

Line Course: S 89-49-13 E Length: 529.07

North: 2254720.7011 East : 6308573.3300

Perimeter: 1413.66 Area: 22,157 sq. ft. 0.51 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0061 Course: S 05-14-39 E

Error North: -0.00607 East : 0.00056

Precision 1: 231,747.54

Parcel name: WEST ALCALA R/W

North: 2255240.1663 East : 6307916.4224

Curve Length: 48.87 Radius: 1455.00

Delta: 1-55-29 Tangent: 24.44

Chord: 48.87 Course: N 84-41-54 W

Course In: S 06-15-59 W Course Out: N 04-20-30 E

RP North: 2253793.8458 East : 6307757.7336

## CENTERLINES.txt

End North: 2255244.6705      East : 6307867.8827

Line Course: S 42-44-12 E Length: 27.25

North: 2255224.6559      East : 6307886.3754

Line Course: S 00-10-47 W Length: 640.06

North: 2254584.5990      East : 6307884.3677

Line Course: S 45-10-47 W Length: 28.28

North: 2254564.6649      East : 6307864.3081

Line Course: S 00-10-47 W Length: 30.00

North: 2254534.6650      East : 6307864.2140

Line Course: S 89-49-13 E Length: 50.00

North: 2254534.5082      East : 6307914.2137

Line Course: N 00-10-47 E Length: 705.66

North: 2255240.1647      East : 6307916.4272

Perimeter: 1530.00    Area: 22,187 sq. ft. 0.51 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0051      Course: S 72-00-33 E

Error North: -0.00157      East : 0.00483

Precision 1: 300,000.00

-----

Parcel name: WEST LOMA R/W

North: 2254610.0870      East : 6307031.3587

Line Course: N 00-10-47 E Length: 153.71

North: 2254763.7962      East : 6307031.8409

Line Course: N 00-10-47 E Length: 50.00

North: 2254813.7960      East : 6307031.9977

Curve Length: 115.92      Radius: 50.00

Delta: 132-50-00      Tangent: 114.54

## CENTERLINES.txt

Chord: 91.65                      Course: S 23-45-47 W  
 Course In: S 00-10-47 W      Course Out: S 47-20-47 W  
 RP North: 2254763.7962        East : 6307031.8409  
 End North: 2254729.9180       East : 6306995.0677  
 Curve Length: 18.69            Radius: 25.00  
 Delta: 42-50-00                Tangent: 9.81  
 Chord: 18.26                    Course: S 21-14-13 E  
 Course In: S 47-20-47 W      Course Out: S 89-49-13 E  
 RP North: 2254712.9789        East : 6306976.6811  
 End North: 2254712.9004       East : 6307001.6810  
 Line Course: S 00-10-47 W Length: 2.72  
     North: 2254710.1805        East : 6307001.6725  
 Line Course: S 00-10-47 W Length: 50.00  
     North: 2254660.1807        East : 6307001.5156  
 Line Course: S 45-10-47 W Length: 28.29  
     North: 2254640.2395        East : 6306981.4489  
 Line Course: S 00-10-47 W Length: 30.00  
     North: 2254610.2396        East : 6306981.3548  
 Line Course: S 89-49-13 E Length: 50.00  
     North: 2254610.0828        East : 6307031.3546

Perimeter: 499.33    Area: 7,948 sq. ft. 0.18 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0059            Course: S 45-02-32 W  
 Error North: -0.00414            East : -0.00415  
 Precision 1: 84,632.20



**Assemblymember Rudy Salas, 32<sup>nd</sup> District**  
**ASSEMBLY BILL 17 – VOTER PROTECTION ACT**  
 FACT SHEET

---

**ISSUE**

The California Elections Code does not prohibit employers from requesting or requiring employees to bring their vote by mail ballot into work or vote their vote by mail ballot at work. The practice of requesting or requiring employees to bring their vote by mail ballots into work could place undue influence or pressure on employees, either explicitly or implicitly, to vote in a way that aligns with their employer. This undermines election integrity by interfering with a voter's right to a free and unconstrained vote for a candidate or issue of their choice.

---

**EXISTING LAW**

Existing law requires a vote by mail ballot to be available to any registered voter and requires employers, as specified, to allow voters to take up to two hours off of work, without loss of pay, to vote. While there are some protections in existing law that aim to curb coercion or intimidation of voters in the Elections Code (Section 18520, 18540, 18452), current law does not protect voters from the undue influence or pressure that employers may place on employees by requesting or requiring employees to bring vote by mail ballots into the workplace.

---

**THIS BILL**

AB 17, known as the "Voter Protection Act", will address voter suppression and protect ballot integrity by prohibiting an employer from requiring or requesting that an employee bring their vote by mail ballot to work or vote their vote by mail ballot at work. This bill shall apply to all public agencies and private industry, which will ensure that voters have a workplace free from voter intimidation and suppression. Violation of this prohibition is subject to a civil fine of up to \$10,000 per election and may be

brought by the Secretary of State or any public prosecutor with jurisdiction.

---

**SUPPORT**

---

**CONTACT INFORMATION**

Natalie Obaldia  
 P: (916) 319-2032  
 F: (916) 319-2132  
[Natalie.obaldia@asm.ca.gov](mailto:Natalie.obaldia@asm.ca.gov)

**DATE**

The Honorable Rudy Salas  
State Capitol, Room 4016  
Sacramento, CA 95814

**RE: Support for AB 17 (Salas) – Voter Protection Act**

Dear Assemblymember Salas:

[ORGANIZATION] is pleased to support AB 17 (Salas) which aims to ensure and protect the rights of voters in California by addressing election integrity in the workplace. AB 17, also known as the Voter Protection Act, will safeguard ballot integrity and allow voters to have a workplace free from voter intimidation and suppression. By amending existing law to prohibit an employer from requiring or requesting that an employee bring their vote by mail ballot to work or vote their vote by mail ballot at work, AB 17 will protect employees from undue voting influence in the workplace.

According to the California Elections Code, voters have the right to cast their ballot without intimidation or undue influence. While AB 306 (2018) amended the Elections Code to expand vote by mail ballot protections, California has yet to address voter intimidation in the workplace. Employers who request or require that employees bring their ballots into work undermine election integrity by interfering with a voter's right to a free and unconstrained vote.

AB will protect a voter's right to vote voluntarily for a candidate or issue of their choice. This bill will increase voter protection by prohibiting employers from requesting or requiring employees to bring their vote by mail ballots into work and subjecting employers who violate this act with a civil fine of up to \$10,000 per election.

For all the foregoing reasons, [ORGANIZATION] strongly supports AB 17. If you have any questions regarding this matter please do not hesitate to contact me.

Sincerely,

**(Your Name)**



**Assemblymember Rudy Salas, 32<sup>nd</sup> District**  
**ASSEMBLY BILL 239 – CCC REGISTERED NURSING PROGRAMS**  
 FACT SHEET

## BACKGROUND

The California Community Colleges (CCC) graduates over 4,000 nurses each year. 70% of the nurses in California received their education from community colleges.

According to the Legislative Analyst's Office (LAO), the number of applicants to the CCC nursing programs exceeds available openings.

The CCCs developed the multi-criteria screening tool (MCST) to address the impact on nursing admissions. MCST allows the nursing programs to evaluate an applicant's academic performance, work or volunteer experience, foreign language skills, life experiences and special circumstances, while maintaining diversity and assessing candidate qualifications.

## ISSUE

Seventy-seven California community colleges operated registered nursing programs and forty-two colleges (55% of the total offering nursing programs) used MCST during the fiscal year 2016-2017. Since 2014, the number of nursing programs using MCST has increased from 32 and is likely continue increasing.

These provisions relating to admission to community college nursing programs will be repealed on January 1, 2020.

## EXISTING LAW

Existing law 1) authorizes a community college registered nursing program to use any diagnostic assessment tool that is commonly used in registered nursing programs and approved by the Chancellor of the California Community Colleges, 2) authorizes a community college

registered nursing program to use additional multicriteria screening measures if it determines that the number of applicants to that registered nursing program exceeds its capacity, and 3) authorizes such a community college nursing program to admit students in accordance with a random selection process or a blended combination of random selection and multicriteria screening process.

## THIS BILL

AB 239 would:

- Extend the sunset until January 1, 2025 on current law that permits the community college district to use multi-criteria screening measures to evaluate candidates for admission to registered nursing programs.
- Ensure that entrants into the program are adequately prepared to undertake the strenuous course requirements in order to decrease attrition rates.
- Require the Chancellor of the California Community Colleges to submit an annual report to the Legislature and the Governor.

## SUPPORT

California Community Colleges

## CONTACT INFORMATION

Natalie Obaldia  
 P: (916) 319-2032  
 F: (916) 319-2132  
[Natalie.obaldia@asm.ca.gov](mailto:Natalie.obaldia@asm.ca.gov)

[DATE]

The Honorable Rudy Salas  
State Capitol, Room 4016  
Sacramento, CA 95814

RE: AB 239 (Salas) – Support

Dear Assemblymember Salas:

[ORGANIZATION] is pleased to support AB 299 (Salas) which extends the authorization for community college nursing programs to utilize a multi-criteria screening tool (MCST) for admissions when the number of applicants exceeds the available spots.

In 2007, AB 1559 (Berryhill) authorized community college nursing programs to utilize the MCST as an alternative admission method to waitlist position or lottery drawing. By using the MCST, programs are able to keep their attrition rates lower by admitting students that are better prepared academically, have previous experience in healthcare and are proficient in languages other than English. The MCST also included “life experience” factors such as disability, low-income background, first generation college student and veteran or refugee status in order to maintain diversity among nursing students.

Low attrition rates are critical for nursing programs due to the high cost of nursing instruction. The most recent report on community college nursing programs shows that programs using the MCST are far more likely to have low (less than 15%) attrition rate.

Since its last reauthorization by AB 548 (Salas) in 2015, 13 more colleges have begun using the MCST in their nursing programs. Of the 77 nursing programs administered by the California Community Colleges, 42 currently use the MCST with more waiting until it is extended again.

If you have any questions regarding this measure please contact Natalie Obaldia at (916) 319-2032 or [natalie.obaldia@asm.ca.gov](mailto:natalie.obaldia@asm.ca.gov).

Sincerely,

[YOUR NAME]



**Assemblymember Rudy Salas, 32<sup>nd</sup> District**  
**ASSEMBLY BILL 299 – BALLOT ACCOUNTABILITY**  
 FACT SHEET

## BACKGROUND

The Election Management System (EMS) is used to prepare ballots and programs for use in casting and counting votes, and to consolidate, report, and display election results. The law requires a county elections official to update their EMS to inform voters that their vote by mail ballot has been counted and, if not, the reason why it has not been counted. County elections officials are required to update the Secretary of State with the updated ballot information. This update could take weeks.

The Secretary of State's elections website, My Voter Status, informs the public when their vote by mail ballot was mailed, when the county received it, if it was counted and, if not, the reason why it was not counted. When the ballot information on the county elections website does not match the ballot information on the Secretary of State's website, it causes voters confusion.

## EXISTING LAW

Existing law requires county elections officials to use EMS to update their county website to inform a vote by mail voter if their vote by mail ballot has been counted and, if not, the reason why the ballot was not counted.

County elections officials are required to update the Secretary of State with the updated ballot information – the communication between EMS and the Secretary of State may be automatic or could take weeks.

## ISSUE

The transfer of updated ballot information between a county election official's EMS and the Secretary of State can be automatic, but in some cases the county elections official's EMS

does not relay the updated information to the Secretary of State for weeks. This delay causes discrepancies in ballot information provided to the public.

## THIS BILL

This bill will ensure timely communication between county elections officials and the Secretary of State to provide voters with the most accurate, up-to date information available.

The State can continue to protect election integrity and provide greater transparency to voters by providing the public with accurate and timely ballot information on both the county election website and the Secretary of State's website.

## SUPPORT

Secretary of State

## CONTACT INFORMATION

Natalie Obaldia  
 P: (916) 319-2032  
 F: (916) 319-2132  
[Natalie.obaldia@asm.ca.gov](mailto:Natalie.obaldia@asm.ca.gov)

[DATE]

The Honorable Rudy Salas,  
State Capitol, Room 4016  
Sacramento, CA 95814

RE: AB 299 (Salas) – Support

Dear Assembly Member Salas:

[ORGANIZATION] is pleased to sponsor Assembly Bill 299, which would help ensure consistent voter information provided by the county and the state.

During the 2018 election cycle, some county and state election websites provided voters with inconsistent information regarding whether their ballot was processed. Technological reasons in local election management systems may sometimes cause information provided to a voter by state and county to be inconsistent. AB 299 will help further ensure the county election management system information is aligned with the Secretary of State's VoteCal system to prevent unnecessary discrepancies. This bill clarifies that information provided to the public by a county is provided to the Secretary of State so there is no confusion over the cause of a potential inconsistency.

If you have any questions on this measure please contact Natalie Obaldia at (916) 319-2032 or [natalie.obaldia@asm.ca.gov](mailto:natalie.obaldia@asm.ca.gov).

Sincerely,

[YOUR NAME]



## CITY OF ARVIN Staff Report

Meeting Date: March 12, 2019

**TO:** City Council

**FROM:** Jake Raper, City Planner  
Jerry Breckinridge, City Manager

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN INITIATING A GENERAL PLAN AMENDMENT TO ADD A WATER ELEMENT.

### **RECOMMENDATION**

Staff recommends that the City Council adopt A Resolution of the City Council of the City of Arvin Initiating a General Plan Amendment to add a Water Element.

### **BACKGROUND**

The City is required by State Law to adopt and maintain its General Plan and to comply with state requirements. The City has received a grant to prepare a Water Element as an optional element to its General Plan. The City Council authorized and directed Staff to seek funding from a variety of sources for the betterment of the City. The City applied for and was granted \$49,000.00 to prepare and adopt a Water Element. The Water Element would promote and assist with compliance with a variety of items, including water conservation, water quality, availability consistent with the Sustainable Groundwater Management Act. This resolution formally initiates the amendment process.

### **EXHIBITS AND ATTACHMENTS**

Resolution of the City Council of the City of Arvin Initiating a General Plan Amendment to add a Water Element.

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN INITIATING A GENERAL PLAN AMENDMENT TO ADD A WATER ELEMENT.**

**WHEREAS**, the Arvin City Council is authorized and mandated by State Law to adopt a General Plan current with state laws and policies; and

**WHEREAS**, the City has adopted a General Plan, which it has updated from time to time; and

**WHEREAS**, although not currently mandated by state law, inclusion of a Water Element in the City's General Plan as an optional element would promote and assist with compliance with a variety of items, including water conservation, water quality, availability consistent with the Sustainable Groundwater Management Act, and other items, all of which are in the public interest; and

**WHEREAS**, the City has successfully been awarded and received a grant from the State of California Natural Resources Agency - Department of Conservation Division of Land Resource Protection, administrative agent for the California Strategic Growth Council (Grant Number: 3017-501) that can be used to prepare a Water Element at little to no cost to the City; and

**WHEREAS**, the City Council has awarded a contract to Collins and Shoettler Planning Consultants to prepare a Water Element for consideration; and

**WHEREAS**, the City of Arvin City Council is now desirous of updating its General Plan to include a Water Element as an optional element.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Arvin as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The City Council initiates an amendment of the General Plan to add a Water Element, and finds that such an amendment is in the public interest.
3. The City Council authorizes the City Manager or designee to prepare and complete the necessary amendments in a timely manner and to return to the City Council, with any required recommendation(s), for final consideration by the City Council.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a Regular Meeting thereof held on the 12th day of March, 2019 by the following vote:

**ATTEST**

\_\_\_\_\_  
**CECILIA VELA**, City Clerk

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE GURROLA**, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN**, City Attorney  
 Aleshire & Wynder, LLP

I, \_\_\_\_\_, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.



**CITY OF ARVIN**  
**Staff Report**

Meeting Date: March 12, 2019

<b>TO:</b>	City Council
<b>FROM:</b>	Jake Raper, City Planner Jerry Breckinridge, City Manager
<b>SUBJECT:</b>	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN, ADDING SUBSECTION Q OF SECTION 17.08.020 (PERMITTED USES) OF CHAPTER 17.08 (ONE-FAMILY DWELLING ZONE) OF TITLE 17 (ZONING), OF THE ARVIN MUNICIPAL CODE TO ESTABLISH STANDARDS AND CRITERIA FOR NEIGHBORHOOD SERVING COMMERCIAL USES IN CONJUNCTION WITH EXISTING AND/OR PROPOSED SINGLE FAMILY RESIDENTIAL USES, AND ADOPTING AN EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, SECTION 15061(B)(3).

**RECOMMENDATION**

Staff recommends that the City Council consider introducing to be read by title only, open the public hearing, allow for public testimony, close the hearing, waive the first reading, and approve the introduction and first reading of the Ordinance, which:

- Adds Subsection Q. Neighborhood Serving Commercial Uses, Title 17 Zoning, Chapter 17.08 R-1 One-Family Dwelling Zone, Section 17.08.020 Permitted Uses; and
- Adopts an Exemption Pursuant to The California Environmental Quality Act.

**BACKGROUND**

The Planning Commission at a special meeting on February 21, 2019 conducted a public hearing and at the conclusion of the hearing adopted Resolution No. APC 2019-03 which recommended the City Council adopt the proposed amendment and adopted and adopt exemption per California Environmental Quality Act (CEQA) finding under CEQA Guidelines Section 15061(b)(3).

On September 19, 2017, the City Council adopted Resolution No. 2017-92 authorized the City Manager request to bring forward various code amendments to Title 17 Zoning; whenever the public necessity, convenience, general welfare, or good zoning practices justify such action. The

proposed amendment to Chapter 17.08 proposes to permit neighborhood commercial serving uses within the R-1 zone district by right subject to specific development criteria and spatial separation of similar uses. It is proposed that the neighborhood commercial serving uses be either approved by Staff or Planning Commission under Section 17.60 Site Development Permits and subject to development improvements subject to 17.70 Site Development Improvements.

The purpose and goal of permitting neighborhood commercial serving uses in conjunction with single family development are:

1. To establish small scale mixed uses that are compatible to the neighborhood;
2. Restricted to corner lots;
3. Utilize existing city service capacity (i.e. sewer, water, roadway, fire);
4. Establish separation of neighborhood commercial uses by 1000 feet;
5. Encourage that the neighborhood commercial uses are within walking and biking distance of the existing residents (or are planned to have enough) to support non-residential uses;
6. City may permit non-listed neighborhood commercial uses by conditional use permit if they meet the goals, locational, dimensional and design standards of the zone; and
7. Require bicycle parking to be visible, accessible, easy to use, convenient, and plentiful. (Racks need to support the whole bike (not just one wheel) and enable the user to lock the frame and wheels of the bike with a cable or U-shaped lock.)

Public hearing notice was published on March 1, 2019 in accordance with Government Code.

## **CEQA REVIEW**

Staff have performed a preliminary environmental assessment of this project and pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3) has determined with certainty that there is no possibility that the activities in question may have a significant effect on the environment because of the following reasons:

- This Ordinance establishes the opportunity for neighborhood serving commercial uses within residential neighborhoods; and
- This Ordinance will not have a significant effect or physical change to the environment, because it establishes standards and criteria and no physical projects are contemplated and are anticipated to be within the built environment.

## **EXHIBITS AND ATTACHMENTS**

**Ordinance of the City Council of the City of Arvin, Adding Subsection Q of Section 17.08.020 (Permitted Uses) of Chapter 17.08 (One-Family Dwelling Zone) of Title 17 (Zoning), of the Arvin Municipal Code to Establish Standards and Criteria for Neighborhood Serving Commercial Uses in conjunction with Existing and/or Proposed**

**Single Family Residential Uses And Adopting an Exemption Pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15061(B)(3).**

Public Hearing Notice

## ORDINANCE

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN, ADDING SUBSECTION Q OF SECTION 17.08.020 (PERMITTED USES) OF CHAPTER 17.08 (ONE-FAMILY DWELLING ZONE) OF TITLE 17 (ZONING), OF THE ARVIN MUNICIPAL CODE TO ESTABLISH STANDARDS AND CRITERIA FOR NEIGHBORHOOD SERVING COMMERCIAL USES IN CONJUNCTION WITH EXISTING AND/OR PROPOSED SINGLE FAMILY RESIDENTIAL USES, AND ADOPTING AN EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, SECTION 15061(B)(3).**

**WHEREAS**, the City Council desires to amend Title 17 of the Arvin Municipal Code desires to establish neighborhood commercial uses within single family residential neighborhoods to promote walkable neighborhoods; and

**WHEREAS**, on February 21, 2019, at after a duly noticed public hearing, the Planning Commission considered the Proposed Amendments, including presentations from City staff, oral testimony, and written testimony; and

**WHEREAS**, after the above-mentioned public hearing, the Planning Commission adopted Resolution No. APC 2019-03, which recommended that the City Council adopt this Ordinance; and

**WHEREAS**, on March 12, 2019, the City Council conducted a duly noticed public hearing regarding this Ordinance, where it received presentations from City staff, oral and written testimony from members of the public, and then voted to introduce this Ordinance; and

**WHEREAS**, after the above-mentioned City Council public hearing, the City Council conducted a duly noticed public hearing regarding this Ordinance on \_\_\_\_\_, 2019, where the public was again provided an opportunity to provide testimony regarding the Ordinance, etc.; and

**WHEREAS**, the City Council now desires to amend Title 17, “Zoning,” of the Arvin Municipal Code to permit neighborhood commercial servicing uses in single family residential zone by adding Subsection Q. Neighborhood Commercial Serving Uses of Section 17.08.020 Permitted Uses; and

**NOW, THEREFORE**, the City Council of the City of Arvin does hereby ordain as follows:

Section 1. The Recitals set forth above are true and correct and incorporated herein.

Section 2. The City Council finds and determines that the amendment and addition to Title 17, as contemplated by this Ordinance, constitute a project under the California Environmental Quality Act (“CEQA”). The City Council, based upon its own independent judgment and substantial evidence in the record of proceedings related to this project has determined, pursuant to CEQA Guidelines. This determination and recommendation is based upon the CEQA Guidelines, Section 15061(b)(3) the activity is covered under the General Rule that CEQA applies only to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA and is, therefore, exempt from CEQA, for the following reasons:

- a. This Ordinance relates to the establishment of criteria and standards for potential neighborhood commercial serving uses in single family residential zones;
- b. This Ordinance will not have a significant effect or physical change to the environment, because it relates to the creation of standards and criteria in evaluating future potential neighborhood commercial serving uses in single family residential zones which do not involve any commitment to a specific project which may result in a potentially significant physical impact upon the environment.
- c. Subsection Q of Section 17.08.020 (Permitted Uses) of Chapter 17.08 (One-Family Dwelling Zone) of Title 17 (Zoning), of The Arvin Municipal Code added to read in its entirety as follows :

**Q. Neighborhood Serving Commercial Uses within Single Family Residential**

Neighborhood Serving Commercial Uses are intended to introduce complimentary uses in conjunction with existing and/or proposed single family residential uses in locations where the neighborhood supports such a use and serves the neighborhood. The following standards are designed to allow Neighborhood Serving Commercial Uses to be integrated closely with existing and proposed single family residential uses on a small scale. Allowing neighborhood serving commercial uses to be integrated into neighborhoods at appropriate locations and at the same scale as the existing and proposed residential uses is intended to make more efficient use of existing infrastructure capacity and improve walking and biking accessibility to these services by nearby residents.

1. A neighborhood serving commercial use must implement and meet the following criteria: Support a compact walkable neighborhood with nearby services;
  - a. Separation of neighborhood serving commercial uses by a minimum of 1,000 feet;
  - b. Be a development of small scale neighborhood commercial uses to compliment neighborhoods and provide service destinations and jobs close to existing housing;
  - c. Must be compatible with neighborhood commercial uses and existing and/or proposed residential development; and

- d. Utilize existing infrastructure and service capacity.
2. A neighborhood serving commercial use must implement and meet the following criteria:
    - a. Support a compact walkable neighborhood with nearby services;
    - b. Separation of neighborhood serving commercial uses by a minimum of 1,000 feet;
    - c. Be a development of small scale neighborhood commercial uses to compliment neighborhoods and provide service destinations and jobs close to existing housing;
    - d. Must be compatible with neighborhood commercial uses and existing and/or proposed residential development; and
    - e. Utilize existing infrastructure and service capacity.
  3. Uses Permitted: The following uses are permitted as a neighborhood serving commercial use subject to Chapter 17.60 Site Development Permit, implements and meet the criteria established above, subject to the implementation of the requirements of Chapter 17.70 Site Development Standards, and also meeting the standards as listed in this section:
    - a. Other neighborhood serving commercial not listed below may be permitted by Conditional Use Permit where it can be demonstrated that the proposed use meets the criteria identified above and all requirements of this section.
      - i. Neighborhood Convenience Retail in conjunction with existing or proposed Single Family Residential uses as listed below:
      - ii. Food sales (i.e. groceries, bakeries, candy shops, delicatessens);
      - iii. Consumer Repair Services (i.e. watch, jewelry, musical instrument);
      - iv. General Retail Sales-Convenience; (i.e. convenience market (No off- or on-sale of alcoholic beverages), neighborhood takeout food preparation; and
      - v. Live-work units.
  4. Design Standards for Permitted Non-Residential Uses. Uses permitted above shall conform to the following design guidelines:
    - a. Architectural Standards: All new development (residential and non-residential) shall be of a design that compliments residences and/or introduces and improves on the design located on the same block and shall follow these design standards:
      - i. Building materials shall be of siding, brick, stone or other materials that are similar in composition and otherwise in common with other buildings located in the area.
      - ii. Colors shall compliment other buildings in the area.
      - iii. The primary entrance shall be from the front sidewalk, front corner entrances may satisfy this requirement. Secondary entrances may be allowed in the rear where there is rear parking.
      - iv. To support the privacy of existing residences, windows on the portion of a side wall directly opposite an existing residence shall be limited to obscure glass or similar material approved or windows that are above sightline in both buildings.



- i. For each 400 square feet of neighborhood commercial use there shall be one bicycle space.
      - ii. Each bicycle parking space shall be sufficient to accommodate a bicycle at least six (6) feet in length and two (2) feet wide, and shall be provided with some form of stable frame permanently anchored to a foundation to which a bicycle frame and both wheels may be conveniently secured using a chain and padlock.
    - d. Other Standards
      - i. Hours of Operation: shall be limited from 6 a.m. to 10 p.m.
      - ii. Outdoor Storage: No outdoor storage shall be permitted.
      - iii. Waste containers: All waste containers larger than allowed residential containers or numbering more than two per building shall be enclosed by a wall or opaque screening.
6. Setbacks, Height Requirements for New or Enlarged Buildings. The setback and height requirements for a new or redeveloped building shall be:
- a. Yard Setback
    - i. Shall meet the minimum yard setback as required in the R-1 Zone District;
    - ii. Outdoor seating may be located in the front, rear and side yard setback but must be screened from adjacent residential uses.
  - b. Building Height: Proposed new or enlarged building shall meet the following:
    - i. When located between two existing buildings the maximum height measured at the highest point along a roof or highest ridge line of the proposed building may be no higher than five (5) feet above the average height of the adjacent buildings measured in a like manner.
    - ii. When located adjacent to an existing building and on a corner lot or next to a vacant lot the maximum height measured at the highest point along a roof or highest ridge line of the proposed building may be no higher than five (5) feet above the adjacent building or the average height of the adjacent building and the underlying zone measured in a like manner.
    - iii. When located on a corner lot and next to a vacant lot the maximum height measured at the highest point along a roof or highest ridge line of the proposed building may be no higher than five (5) feet above the average height of all buildings on the block measured in a like manner or of the underlying zone.

Section 3. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 4. This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the Ordinance, or a summary of the Ordinance, shall be published once in a newspaper of general circulation.

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by the City Council after waiving reading except by Title, at a Regular meeting thereof held on 12th day of March, 2019 and adopted the Ordinance after second reading at a regular meeting held on the 12th day of March, 2019, by the following vote:

**ATTEST**

\_\_\_\_\_  
**CECILIA VELA**, City Clerk

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE GURROLA**, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN**, City Attorney  
Aleshire & Wynder, LLP

I, \_\_\_\_\_, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

## NOTICE OF PUBLIC HEARING

### **Adoption of an Ordinance to add Subsection Q to Section 17.08.020 (Permitted Uses) of Chapter 17.08 (One-Family Dwelling Zone) to Title 17 (Zoning) of the Arvin Municipal Code, Title 17 Zoning, and associated CEQA Finding**

Notice is hereby given that the City Council of the City of Arvin, California, will conduct a public hearing, at which time you may be present and be heard to consider the following:

- Adoption of An Ordinance Of The City Council Of The City Of Arvin, Adding Subsection Q Of Section 17.08.020 (Permitted Uses) Of Chapter 17.08 (One-Family Dwelling Zone) Of Title 17 (Zoning), Of The Arvin Municipal Code To Establish Standards And Criteria For Neighborhood Serving Commercial Uses In Conjunction With Existing And/Or Proposed Single Family Residential Uses, And Adoption Of An Exemption Pursuant To The California Environmental Quality Act (CEQA) Guidelines, Section 15061(B)(3).

#### **Arvin City Council Public Hearing Information**

Date: March 12, 2019  
 Time: 6:00 PM or as the Agenda permits  
 Place: City of Arvin Council Chambers  
 200 Campus Drive, Arvin, CA 93203

The purpose of the hearing is to consider recommendations to the City Council regarding a proposed ordinance amending Arvin Municipal Code Chapter 17.08 to establish standards and development criteria where permitting neighborhood commercial serving uses within the single-family residential neighborhoods. Among others, the proposed ordinance would establish small scale mixed uses that are compatible to the neighborhood; be restricted to corner lots; must utilize existing City service capacity (i.e. sewer, water, roadway, fire); establish separation of neighborhood commercial uses by 1000 feet; and encourage walking and biking from nearby existing residential uses. The updates to the ordinance will be city-wide, but as a practical matter will only apply to areas that are zoned single-family residential.

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3) there is no possibility that this project may have a significant, adverse, effect on the environment because i) the Ordinance establishes the opportunity for neighborhood serving commercial uses within residential neighborhoods; and ii) the Ordinance will not have a significant effect or physical change to the environment, because it establishes standards and criteria and no physical projects are contemplated and are anticipated to be within the built environment.

Additional information on the proposed project, including a copy of the proposed environmental findings as a hard copy or in electronic format, may be obtained from the City of Arvin, City Hall, 200 Campus Drive, Arvin, California, 93203, or the City's web site at [www.arvin.org](http://www.arvin.org).

All persons interested in this topic who have questions, would like to provide feedback, or who have comments, are invited to attend. If you challenge the approval or denial of these matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk, at or prior to, the public hearing. Address any communications or comments regarding the project to Cecilia Vela, City Clerk, at 200 Campus Drive, Arvin, CA 93203, (661) 854-3134, [cvela@arvin.org](mailto:cvela@arvin.org).

Cecilia Vela, City Clerk  
 Published: March 1, 2019, Bakersfield Californian



**CITY OF ARVIN  
Staff Report**

Meeting Date: March 12, 2019

<b>TO:</b>	City Council
<b>FROM:</b>	Jeff Jones, Finance Director Jerry Breckinridge, City Manager
<b>SUBJECT:</b>	A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN, THE SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF DIRECTORS OF THE ARVIN PUBLIC FINANCING AUTHORITY APPROVING THE ADOPTION OF A DEBT MANAGEMENT POLICY

**BACKGROUND:**

Senate Bill 1029 (“SB 1029”), which became effective on January 1, 2017, amended California Government Code 8855 to add certain requirements related to the issuance and administration of debt by local agencies, including requiring the adoption of a debt policy meeting the requirements of California Government Code 8855. This impacts each of the City, the Successor Agency and the Authority (collectively, the “Covered Entities”).

In connection with the issuance of new debt by any of the Covered Entities, the applicable Covered Entity will need to submit to the California Debt and Investment Advisory Commission (“CDIAC”) a preliminary report of debt issuance describing the proposing debt to be issued. Part of the preliminary report of debt issuance is a certification that the applicable Covered Entity has adopted a debt policy that meets the requirements of the new legislation.

**ISSUES/ANALYSIS**

The Successor Agency is currently in the process of refunding prior debt obligations, and therefore needs to adopt a debt management policy. The City and the Authority may, in the future, also wish to issue debt. Accordingly, staff recommends each Covered Entity adopt a debt management policy at this time.

In accordance with Government Code 8855, a local debt policy must include all of the following:

- (A) The purposes for which the debt proceeds may be used.
- (B) The types of debt that may be issued.
- (C) The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.
- (D) Policy goals related to the issuer's planning goals and objectives.
- (E) The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

The contemplated debt management policy meets all of these requirements, and may be amended at any time in the future by the governing body of the applicable entity.

**FINANCIAL IMPACT:**

None.

**ATTACHMENTS:**

Text of draft Debt Management Policy, dated March 12, 2019.

## RESOLUTION

### **A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN, THE SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF DIRECTORS OF THE ARVIN PUBLIC FINANCING AUTHORITY APPROVING THE ADOPTION OF A DEBT MANAGEMENT POLICY**

**WHEREAS**, Senate Bill 1029 (SB 1029), which became effective on January 1, 2017, amended California Government Code 8855 to add certain requirements related to the issuance and administration of debt by local agencies such as the City of Arvin (the “City”), the Successor Agency to the Arvin Community Redevelopment Agency (the “Successor Agency”) and the Arvin Public Financing Authority (the “Authority”), including the requirement to adopt a debt policy meeting the requirements of California Government Code 8855 prior to issuing any debt; and

**WHEREAS**, the City Council of the City, the Successor Agency, and the Board of Directors of the Authority wish at this time to approve a debt policy that is compliant with California Government Code 8855 to govern future issuances of debt by the City, the Successor Agency and the Authority, as applicable; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City, the Successor Agency to the Arvin Community Redevelopment Agency, and the Board of Directors of the Arvin Public Financing Authority as follows:

Section 1. Approval of Debt Management Policy. The City Council, the Successor Agency, and the Board of the Authority hereby jointly approve and adopt the Debt Management Policy in the form presented to the meeting at which this Resolution is adopted. The Debt Management Policy shall govern the issuance and administration of debt issued by the City, the Successor Agency, and the Authority, all in accordance with, and subject to, the conditions set forth in such policy.

Section 2. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a Regular Meeting thereof held on the 12th day of March, 2019 by the following vote:

**ATTEST**

\_\_\_\_\_  
**CECILIA VELA**, City Clerk

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE GURROLA**, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN**, City Attorney  
Aleshire & Wynder, LLP

I, \_\_\_\_\_, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

## DEBT MANAGEMENT POLICY

For:

### CITY OF ARVIN SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY ARVIN PUBLIC FINANCING AUTHORITY

**Effective Date: March \_\_, 2019**

This Debt Management Policy (the “Debt Policy”) establishes the parameters within which debt may be issued and administered by the City of Arvin (the “City”), the Successor Agency to the Arvin Community Redevelopment Agency, and the Arvin Public Financing Authority (collectively, the “Covered Entities”). Additionally, these policies apply to debt issued by a Covered Entity on behalf of assessment district, community facilities district, or other special district, and conduit-type financing by a Covered Entity for multifamily housing or industrial development projects.

#### 1. Findings

This Debt Policy is intended to comply with Government Code Section 8855(i), effective on January 1, 2017, and shall govern all debt undertaken by a Covered Entity.

The Covered Entities hereby recognize that a fiscally prudent debt policy is required in order to:

- Maintain the Covered Entities’ sound financial position.
- Ensure the Covered Entities have the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the Covered Entities’ credit-worthiness.
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the Covered Entities.
- Ensure that the Covered Entities’ debt is consistent with their planning goals and objectives and capital improvement program or budget, as applicable.

#### 2. Policies

##### A. Purposes For Which Debt May Be Issued

(i) Long-Term Debt. Long-term debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the City.

(a) Long-term debt financings are appropriate when the following conditions exist:

- When the project to be financed is necessary to provide basic services.

- When the project to be financed will provide benefit to constituents over multiple years.
- When total debt does not constitute an unreasonable burden to the Covered Entities and the City's taxpayers and/or ratepayers, as applicable.
- When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring.

(b) Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses.

(c) The Covered Entities may use long-term debt financings subject to the following conditions:

- The project to be financed must be approved by the governing board of the Covered Entity.
- The weighted average maturity of the debt (or the portion of the debt allocated to the project) will generally not exceed the average useful life of the project to be financed by more than 20%.
- The Covered Entity estimates that sufficient revenues will be available to service the debt through its maturity.
- The Covered Entity determines that the issuance of the debt will comply with the applicable state and federal law.

(ii) Short-term debt. Short-term debt may be issued to provide financing for the Covered Entities' operational cash flows in order to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects; for example, the Covered Entities may undertake lease-purchase financing for equipment.

(iii) Financings on Behalf of Other Entities. The Covered Entities may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties in order to further the public purposes of Covered Entities. In such cases, the Covered Entities shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein.

## **B. Types of Debt**

The following types of debt are allowable under this Debt Policy:

- General obligation bonds (GO Bonds)
- Bond or grant anticipation notes
- Lease revenue bonds, certificates of participation (COPs) and lease-purchase transactions
- Other revenue bonds and COPs

- Tax and revenue anticipation notes (TRANS)
- Land-secured financings, such as special tax revenue bonds issued under the Mello-Roos Community Facilities Act of 1982, as amended, and limited obligation bonds issued under applicable assessment statutes
- Tax increment financing to the extent permitted under State law
- Conduit financings, such as financings for affordable rental housing and qualified 501(c)(3) organizations

The governing body may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Debt Policy.

### **C. Relationship of Debt to Capital Improvement Program and Budget**

The City and Covered Entities are committed to long-term capital planning. The City and Covered Entities intend to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the capital budget and the capital improvement plan.

The City and Covered Entities shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The City and Covered Entities shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The Covered Entities shall integrate their debt issuances with the goals of the capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of their public purposes.

The Covered Entities shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

### **D. Policy Goals Related to Planning Goals and Objectives**

The City and Covered Entities are committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The Covered Entities intend to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the annual operations budget.

It is a policy goal of the City and the Covered Entities to protect taxpayers, ratepayers (if applicable) and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The City and the Covered Entities will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

When refinancing debt, it shall be the policy goal of the Covered Entities to realize, whenever possible, and subject to any overriding non-financial policy considerations, minimum

net present value debt service savings equal to or greater than 3.0%.

#### **E. Internal Control Procedures**

When issuing debt, in addition to complying with the terms of this Debt Policy, the Covered Entities shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

Without limiting the foregoing, the Covered Entities will periodically review the requirements of and will remain in compliance with the following:

- Any continuing disclosure undertakings entered into by the Covered Entities in accordance with SEC Rule 15c2-12.
- Any federal tax compliance requirements, including, without limitation, arbitrage and rebate compliance.
- Investment policies as they relate to the use and investment of bond proceeds.

Proceeds of debt will be held either (a) by a third-party trustee or fiscal agent, which will disburse such proceeds to or upon the order of the Covered Entities upon the submission of one or more written requisitions by the City Manager or Director of Finance (or their equivalent positions), or his or her written designee, or (b) by the Covered Entity, to be held and accounted for in a separate fund or account, the expenditure of which will be carefully documented by the Covered Entity; or , where required (c) by a bank or financial institution in the case of a private placement.



## CITY OF ARVIN Staff Report

Meeting Date: March 12, 2019

**TO:** Arvin City Council

**FROM:** Jeff Jones, Finance Director  
Jerry Breckinridge, City Manager

**SUBJECT:** Consideration and Approval of A Resolution of the Successor Agency to the Arvin Community Redevelopment Agency Approving the Issuance of Refunding Bonds in Order to Refund Certain Outstanding Bonds of the Former Arvin Community Redevelopment Agency, Approving the Execution and Delivery of an Indenture of Trust Relating Thereto, Requesting Approval by the Countywide Oversight Board for the County of Kern of the Issuance of the Refunding Bonds, Requesting Certain Determinations by the Countywide Oversight Board for the County of Kern, and Providing for Other Matters Properly Relating Thereto.

### Recommendation

The Successor Agency to the Arvin Community Redevelopment Agency (the “Successor Agency”) is hereby asked to approve a resolution on March 12, 2019 authorizing the refunding of the Arvin Community Redevelopment Agency (the “Former Agency”) 2005 Tax Allocation Bonds (Arvin Redevelopment Project) (Bank Qualified) in the aggregate principal amount of \$6,250,000 (the “2005 Bonds”), and the refunding of the \$3,530,000, Tax Allocation Parity Bonds (Arvin Redevelopment Project), Series 2008 (Bank Qualified) (the “2008 Bonds”), (the 2005 Bonds and together with the 2008 Bonds, the “Prior Bonds”) (the “Refunding Bonds”). It is recommended that the Successor Agency approve the proposed resolution approving the issuance of Refunding Bonds by the Successor Agency.

After the Successor Agency approves its resolution authorizing the refunding of its Prior Bonds, the Kern Countywide Oversight Board (the “Oversight Board”) will be asked to approve on March 28, 2019, a similar resolution approving the issuance of Refunding Bonds by the Successor Agency. Oversight Board approval of their resolution will be subject to review and approval by the California Department of Finance.

The resolution authorizing the refunding of the Prior Bonds, approves as to form (i) an Indenture of Trust providing the terms and provisions of the Refunding Bonds and the application of Refunding Bonds proceeds, (ii) the Escrow Agreement so that staff can take all needed actions to complete the proposed refunding of the Prior Bonds and (iii) the Bond Purchase Agreement which is the contract between Alamo Capital, the Bond Underwriter, and the Successor Agency setting forth the final terms, prices and conditions upon which Alamo Capital purchases the

## Refunding Bonds.

Anita Luck, Bond Counsel with Aleshire & Wynder, LLP, will be present at the March 12, 2019 Successor Agency meeting to review the Resolution authorizing the refunding of the Prior Bonds, along with the other financing documents referenced in the Resolution.

The Successor Agency's Municipal Financial Advisor, Bill Fawell of W. J. Fawell Co., Public Finance and Jerry Liang of Alamo Capital, the Bond Underwriter, will attend the Successor Agency's March 12, 2019 meeting and will also attend the Oversight Board meeting on March 28, 2019.

### **Background**

The California Supreme Court's upholding of Assembly Bill x1 26 ("ABx1 26") on December 29, 2011 resulted in the deliberate statutory demise of all redevelopment agencies active in the State of California. This legislation enabled the formation of the Successor Agency, which has the responsibility to wind down outstanding obligations and affairs, including fulfilling the legally enforceable obligations of the Former Agency.

Assembly Bill 1484 (AB 1484) is a follow-on legislative act that was passed on June 27, 2012 by the State Legislature to clarify and better organize certain procedures created by AB x1 26. AB 1484 permits the Successor Agency to refund outstanding bonds or other obligations of a former redevelopment agency under circumstances outlined in Health & Safety Code Section 34177.5(a)(1):

"For the purpose of issuing bonds or incurring other indebtedness to refund the bonds or other indebtedness of its former redevelopment agency or of the successor agency to provide savings to the successor agency, provided that (A) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal of the bonds or other indebtedness to be refunded, and (B) the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves, and to pay related costs of issuance."

In other words, the Successor Agency may not issue bonds that would increase the overall cost of the bond or take additional proceeds even if it could do so under the cap on overall cost.

The Prior Bonds were issued to finance the construction and acquisition of capital improvements to benefit the Arvin Redevelopment Project. Projects funded included street and utility

improvements, park improvements, low and moderate income housing, underground utilities and various community enhancement projects.

The below chart represents the outstanding par of the Prior Bonds and the approximate remaining average coupon.

	Series 2005 Bonds	Series 2008 Bonds	Total
<b>Dated Date</b>	October 6, 2005	August 27, 2008	
<b>Original Par</b>	\$6,250,000	\$3,530,000	\$9,780,000
<b>Outstanding Par (As of 3/1/19)</b>	\$4,545,000	\$3,165,000	\$7,710,000
<b>Remaining Average Coupon</b>	5.110%	6.500%	
<b>Final Maturity</b>	September 1, 2035	September 1, 2038	

Working with the Successor Agency's Municipal Financial Advisor, W. J. Fawell Co. Public Finance and Underwriter, Alamo Capital (the "Underwriter") staff estimates that refinancing the Prior Bonds will generate net present value savings at \$1,608,856 or 20.867% of the principal amount of refunded bonds. The estimated savings consider estimated costs of issuance of \$500,300 and represent professional fees payable to the underwriter, bond counsel, disclosure counsel, municipal financial advisor, fiscal consultant, verification agent, bond insurance, trustee and other costs related to the issuance of the bonds. Majority of the fees associated with issuing the Refunding Bonds will be paid from bond proceeds and contingent upon closing of the transaction. These savings will increase the amount of "residual" property tax (or tax increment) available to be redistributed to other taxing agencies under Section 34183.

### Analysis

The plan of finance is to refund the Prior Bonds into a single series on a tax-exempt basis, as the Successor Agency shall determine is necessary to comply with Federal tax laws. Bond Counsel is in the process of determining that Prior Bonds can be refunded on a tax-exempt basis.

This Analysis will assume one issue of the Successor Agency; (1) Tax Allocation Tax-Exempt Refunding Bonds, Series 2019 (the "Series 2019 Bonds"), that will refund the Prior Bonds.

In accordance with Government Code Section 5852.1, the following information, based on good-faith estimates provided by the Successor Agency's municipal financial advisor, has been obtained and disclosed to the Successor Agency prior to the issuance of the Bonds: (i) the estimated true interest cost of the Bonds is 3.343%, (ii) the estimated finance charge of the Bonds (being the sum of all fees and charges paid to third parties) is \$500,300, (iii) the estimated proceeds of the Bonds expected to be received, net of proceeds for finance charges in (ii) above to paid from the principal amount of the Bonds is \$7,874,475, and (iv) the estimated total payment amount of the Bonds (being the sum of debt service to be paid to final maturity, plus any financing costs not paid from proceeds of the Bonds) is \$10,308,620.

The below chart represents the sources and uses of funds and the estimated all-in cost of the Series 2019 Bonds.

<b>SERIES 2019A (REFUND PRIOR BONDS)</b>	
<b>Sources of Funds</b>	
Par Amount of Bonds	\$7,260,000
Reoffering Premium	\$364,340
Transfers from Prior Issue DSR Funds	\$755,314
<b>Total Sources</b>	<b>\$8,379,653</b>
<b>Uses of Funds</b>	
Cost of Issuance	285,000
Underwriter's Discount	108,900
Surety Bond @ 10% of DSRF	54,856
Bond Insurance @ 50 bps	51,543
Deposit to Refunding Fund	7,874,475
Rounding Amount	4,880
<b>Total Uses</b>	<b>\$8,379,653</b>
<b>All Inclusive Cost (AIC)</b>	<b>3.95%</b>

After the refinancing, the Successor Agency will generate additional residual funds available to the taxing entities in furtherance of the goals of redevelopment agency dissolution. The below charts provides the annual savings and details of the economics.

<b>Date</b>	<b>SERIES 2019A D/S</b>	<b>PRIOR BOND D/S</b>	<b>BUDGETARY SAVINGS</b>	<b>PV Factor @ 3.9516061%</b>	<b>Gross PV</b>
9/1/2019	-	\$442,688	\$442,688	0.9952288	\$440,575
9/1/2020	\$542,989	\$659,400	\$116,411	0.9570368	\$112,089
9/1/2021	\$544,356	\$662,363	\$118,006	0.9203105	\$109,857
9/1/2022	\$548,556	\$664,038	\$115,481	0.8849936	\$103,385
9/1/2023	\$542,156	\$659,888	\$117,731	0.8510319	\$101,309
9/1/2024	\$545,556	\$660,238	\$114,681	0.8183735	\$94,901
9/1/2025	\$540,306	\$659,763	\$119,456	0.7869684	\$95,015
9/1/2026	\$539,556	\$658,463	\$118,906	0.7567685	\$90,948
9/1/2027	\$543,056	\$661,031	\$117,975	0.7277275	\$86,774
9/1/2028	\$540,556	\$657,506	\$116,950	0.6998009	\$82,719
9/1/2029	\$542,306	\$658,144	\$115,838	0.6729460	\$78,789
9/1/2030	\$543,056	\$657,688	\$114,631	0.6471217	\$74,977
9/1/2031	\$545,906	\$661,138	\$115,231	0.6222884	\$72,415
9/1/2032	\$547,781	\$663,169	\$115,388	0.5984081	\$69,672
9/1/2033	\$539,188	\$658,850	\$119,663	0.5754441	\$69,397
9/1/2034	\$539,888	\$658,438	\$118,550	0.5533615	\$66,058
9/1/2035	\$544,531	\$661,606	\$117,075	0.5321262	\$62,678
9/1/2036	\$538,500	\$658,100	\$119,600	0.5117058	\$61,501

Date	SERIES 2019A D/S	PRIOR BOND D/S	BUDGETARY SAVINGS	PV Factor @ 3.9516061%	Gross PV
9/1/2037	\$541,525	\$657,675	\$116,150	0.4920691	\$57,354
9/1/2038	\$538,850	\$654,975	\$116,125	0.4731859	\$55,047
<b>Total</b>	<b>\$10,308,620</b>	<b>\$12,975,156</b>	<b>\$2,666,536</b>	<b>-</b>	<b>\$1,985,460</b>

#### PV Analysis Summary

Gross PV Debt Service Savings	\$1,985,460
Transfers from Prior Issue DSR Fund	(381,484)
Contingency or Rounding Amount	4,880
<b>Net Present Value Benefit</b>	<b>\$1,608,856</b>
<b>Net PV Benefit / Refunded Principal</b>	<b>20.867%</b>

Refunding the Prior Bonds and reducing the cost of debt service is consistent with the goals and objectives of the Dissolution Act. It has the effect of:

- Reducing the costs of the Successor Agency; and
- Generating additional funds to the taxing entities immediately.

Insured "AA" Rating			
Taxing Entities	Allocation	Average Annual Savings	Total Budgetary Savings
County General Fund	15.779%	\$ 21,038	\$ 420,753
County Advertising	0.070%	93	1,867
County Fire Fund	9.898%	13,197	263,934
<b>Arvin General Fund</b>	<b>5.115%</b>	<b>6,820</b>	<b>136,393</b>
ERAF	13.315%	17,752	355,049
South Kern Cemetery	0.449%	599	11,973
Kern Vector Cont.	0.845%	1,127	22,532
Bear Mountain Recreation & Park	2.533%	3,377	67,543
Kern County Water Agency	0.672%	896	17,919
Arvin Union	21.768%	29,023	580,452
Di Giorgio	0.000%	-	-
Kern Joint Union High	21.166%	28,220	564,399
Kern Joint Community College	6.335%	8,446	168,925
Education	2.053%	2,737	54,744
<b>Total</b>	<b>100.00%</b>	<b>\$ 133,327</b>	<b>\$ 2,666,536</b>

The process for refinancing is expected to take approximately 4 months from the date of the March 28, 2019 Oversight Board Meeting. This includes the maximum review period (65-days) by the Department of Finance and Successor Agency approval of the Preliminary Official Statement. On March 12, 2019, it is recommended the Successor Agency adopt a resolution authorizing the issuance of refunding bonds, approving the financing documents, requesting approval from the Oversight Board, and providing for other matters properly relating thereto. On March 28, 2019 the Oversight Board will be asked to approve the actions of the Successor Agency to issue the Series 2019 Bonds.

The refunding process is projected to close on or before July 17, 2019 as summarized in the financing schedule below, although this is dependent on market conditions and other factors:

### **Financing Schedule**

March 12, 2019	<ul style="list-style-type: none"> <li>• Successor Agency Meeting to adopt Resolution approving Financing Documents</li> </ul>
March 28, 2019	<ul style="list-style-type: none"> <li>• Oversight Board Meeting to direct Successor Agency to proceed with refunding</li> </ul>
April 2, 2019	<ul style="list-style-type: none"> <li>• Submit Oversight Board Resolution and Documents to Department of Finance</li> <li>• Start of 65-day Department of Finance Review Period</li> </ul>
May 28, 2019	<ul style="list-style-type: none"> <li>• Successor Agency Meeting to adopt Resolution approving Preliminary Official Statement</li> </ul>
June 6, 2019	<ul style="list-style-type: none"> <li>• End of Department of Finance Review Period</li> </ul>
June 26, 2019	<ul style="list-style-type: none"> <li>• Pricing of the Bonds and sign Bond Purchase Contract</li> </ul>
July 17, 2019	<ul style="list-style-type: none"> <li>• Closing of the 2019 Bonds</li> </ul>

### **Fiscal Impact**

The increase in the residual property tax (or tax increment) that gets distributed to all the taxing entities will increase by approximately \$115,000 over the 19 years that the Series 2019 Bonds will be outstanding after all costs associated with the issuance of the Series 2019 Bonds have been paid. These costs have been conservatively estimated at \$500,300, which includes fees of the underwriter, municipal financial advisor, rating agency, bond insurance, legal, fiscal consultant, and reimbursing the City of Arvin for administrative staff time spent with respect to the authorization, issuance, sale and delivery of the Series 2019 Bonds. Majority of the fees associated with issuing the 2019 Bonds will be paid from bond proceeds and contingent upon closing of the transaction.

### **Recommendation:**

1. Approve Resolution approving the issuance of Refunding Bonds by the Successor Agency to the Arvin Community Redevelopment Agency, making certain determinations with respect to the refunding bonds and providing for other matters relating thereto.

### **Attachments:**

1. Full Quantitative Analysis of Refunding Savings
2. Form of the Kern Countywide Oversight Board Resolution to be approved on March 28, 2019.

### **Successor Agency Staff Contact:**

Jeff Jones, Finance Director, City of Arvin  
(661) 854-3134; jeffjones@arvin.org

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

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY APPROVING THE ISSUANCE OF REFUNDING BONDS IN ORDER TO REFUND CERTAIN OUTSTANDING BONDS OF THE FORMER ARVIN COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST RELATING THERETO, REQUESTING APPROVAL BY THE COUNTYWIDE OVERSIGHT BOARD FOR THE COUNTY OF KERN OF THE ISSUANCE OF THE REFUNDING BONDS, REQUESTING CERTAIN DETERMINATIONS BY THE COUNTYWIDE OVERSIGHT BOARD FOR THE COUNTY OF KERN, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO**

**WHEREAS**, the Arvin Community Redevelopment Agency (the “Former Agency”) was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (the “Law”);

**WHEREAS**, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the Successor Agency to the Arvin Community Redevelopment Agency (the “Successor Agency”) has become the successor entity to the Former Agency;

**WHEREAS**, prior to the dissolution of the Former Agency, the Former Agency issued its Arvin Community Redevelopment Agency Arvin Redevelopment Project 2005 Tax Allocation Bonds in the aggregate principal amount of \$6,250,000 (the “2005 Bonds”) for the purpose of providing funds to finance redevelopment activities with respect to the Arvin Redevelopment Project;

**WHEREAS**, prior to the dissolution of the Former Agency, the Former Agency issued its Arvin Community Redevelopment Agency Tax Allocation Parity Bonds (Arvin Redevelopment Project Area) Series 2008 (Bank Qualified) in the aggregate principal amount of \$3,530,000 (the “2008 Bonds” and together with the 2005 Bonds, the “Prior Bonds”) for the purpose of providing funds to finance redevelopment activities with respect to the Arvin Redevelopment Project;

**WHEREAS**, the Agency desires to refund the Prior Bonds to effectuate debt service savings;

**WHEREAS**, Section 34177.5 authorizes the Successor Agency to issue refunding bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Refunding Law”) for the purpose of achieving debt service savings within the parameters set forth in Section 34177.5(a)(1) (the “Savings Parameters”);

**WHEREAS**, to determine compliance with the Savings Parameters for purposes of the issuance by the Successor Agency of its Successor Agency to the Arvin Community Redevelopment Agency Tax Allocation Refunding Bonds, Series 2019 (the “Refunding Bonds”), the Successor Agency has caused its municipal advisor, W.J. Fawell Co. Public Finance (the “Municipal Advisor”), to prepare an analysis of the potential savings that will accrue to the Successor Agency and to applicable taxing entities as a result of the use of the proceeds of the Refunding Bonds to refund the Prior Bonds (the “Debt Service Savings Analysis”);

**WHEREAS**, the Successor Agency desires at this time to approve the issuance of the Refunding Bonds and to approve the form of and authorize the execution and delivery of the Indenture of Trust, by and between the Successor Agency and Wells Fargo Bank, National Association, as trustee, providing for the issuance of the Refunding Bonds (the “Indenture”), and an Escrow Agreement by and between the Successor Agency and Wells Fargo Bank, National Association, as escrow agent, for the purpose of establishing an escrow to refund the Prior Bonds (the “Escrow Agreement”);

**WHEREAS**, pursuant to Section 34179, the Countywide Oversight Board for the County of Kern (the “Oversight Board”) has been established;

**WHEREAS**, the Successor Agency is now requesting that the Oversight Board direct the Successor Agency to undertake the refunding proceedings and to approve the issuance of the Refunding Bonds pursuant to this Resolution and the Indenture;

**WHEREAS**, the Successor Agency further requests that the Oversight Board make certain determinations described below on which the Successor Agency will rely in undertaking the refunding proceedings and the issuance of the Refunding Bonds;

**NOW THEREFORE BE IT RESOLVED**, by the Successor Agency to the Arvin Community Redevelopment Agency as follows:

Section 1. Determination of Savings. The Successor Agency has determined that there are significant potential savings available to the Successor Agency and to applicable taxing entities in compliance with the Savings Parameters by the issuance by the Successor Agency of the Refunding Bonds to provide funds to refund and defease the Prior Bonds, all as evidenced by the Debt Service Savings Analysis on file with the Successor Agency, which Debt Service Savings Analysis is hereby approved.

Section 2. Approval of Issuance of Refunding Bonds. The Successor Agency hereby authorizes and approves the issuance of the Refunding Bonds under the Law and the Refunding Law in the aggregate principal amount of not to exceed \$8,500,000, provided that the Refunding Bonds are in compliance with the Savings Parameters at the time of their sale and delivery. The Refunding Bonds may be issued as a single series, or in two or more separate series, each of which may be issued on a taxable or tax-exempt basis, as the Successor Agency shall determine

is necessary to comply with Federal tax laws. The Refunding Bonds may be issued via private placement or public offering, as determined by Successor Agency staff, in consultation with the Successor Agency's Municipal Advisor and Aleshire & Wynder, LLP, Bond Counsel. The approval of the issuance of the Refunding Bonds by the Successor Agency and the Oversight Board shall constitute the approval of each and every separate series of Refunding Bonds and the sale of the Refunding Bonds.

Section 3. Approval of Indenture. The Successor Agency hereby approves the Indenture prescribing the terms and provisions of the Refunding Bonds and the application of the proceeds of the Refunding Bonds. Each of the Mayor, the City Manager of the City and the Finance Director of the City, on behalf of the Successor Agency (each, an "Authorized Officer"), is hereby authorized and directed to execute and deliver, and the City Clerk of the City, on behalf of the Successor Agency, is hereby authorized and directed to attest to, the Indenture for and in the name and on behalf of the Successor Agency, in substantially the form on file with the Successor Agency, with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery of the Indenture. The Successor Agency hereby authorizes the delivery and performance of the Indenture.

Section 4. Bond Purchase Agreement. The Successor Agency hereby approves the Bond Purchase Agreement ("Bond Purchase Agreement"), by and between the Successor Agency and Alamo Capital, a California corporation, as underwriter, prescribing the provisions for purchase and sale of the Refunding Bonds. Each Authorized Officer is hereby authorized and directed to execute and deliver, and the City Clerk, as the secretary of the Successor Agency, is hereby authorized and directed to attest to, the Bond Purchase Agreement for and in the name and on behalf of the Successor Agency, in substantially the form on file with the City Clerk, with such changes therein, deletions therefrom and additions thereto as the Authorized Officer shall approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Successor Agency hereby authorizes the delivery and performance of the Bond Purchase Agreement.

Section 5. Approval of Escrow Agreement. The form of the Escrow Agreement on file with the Successor Agency is hereby approved and the Authorized Officers are, each acting alone hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to execute and deliver the Escrow Agreement. The Successor Agency hereby authorizes the delivery and performance of its obligations under the Escrow Agreement.

Section 6. Oversight Board Approval of the Issuance of the Bonds. The Successor Agency hereby requests the Oversight Board, as authorized by Section 34177.5(f), to direct the Successor Agency to undertake the refunding proceedings and as authorized by Section 34177.5(f) and Section 34180 to approve the issuance of the Refunding Bonds pursuant to Section 34177.5(a)(1), this Resolution and the Indenture.

Section 7. Determinations by the Oversight Board. The Successor Agency requests that the Oversight Board make the following determinations upon which the Successor Agency will rely in undertaking the refunding proceedings and the issuance of the Refunding Bonds:

(a) The Successor Agency is authorized, as provided in Section 34177.5(f), to recover its costs related to the issuance of the Refunding Bonds from the proceeds of the Refunding Bonds, including the cost of reimbursing the City for administrative staff time spent with respect to the authorization, issuance, sale and delivery of the Refunding Bonds;

(b) The application of proceeds of the Refunding Bonds by the Successor Agency to the refunding and defeasance of all or a portion of the Prior Bonds, as well as the payment by the Successor Agency of costs of issuance of the Refunding Bonds, as provided in Section 34177.5(a), shall be implemented by the Successor Agency promptly upon sale and delivery of the Refunding Bonds, notwithstanding Section 34177.3 or any other provision of law to the contrary, without the approval of the Oversight Board, the California Department of Finance, the Kern County Auditor-Controller or any other person or entity other than the Successor Agency; and

(c) The Successor Agency shall be entitled to receive its full Administrative Cost Allowance under Section 34183(a)(3) without any deductions with respect to continuing costs related to the Refunding Bonds, such as trustee's fees, auditing and fiscal consultant fees and continuing disclosure and rating agency costs (collectively, "Continuing Costs of Issuance"), and such Continuing Costs of Issuance shall be payable from property tax revenues pursuant to Section 34183. In addition and as provided by Section 34177.5(f), if the Successor Agency is unable to complete the issuance of the Refunding Bonds for any reason, the Successor Agency shall, nevertheless, be entitled to recover its costs incurred with respect to the refunding proceedings of the Refunding Bonds from such property tax revenues pursuant to Section 34183 without reduction in its Administrative Cost Allowance.

Section 8. Filing of Debt Service Savings Analysis and Resolution. The Successor Agency is hereby authorized and directed to file the Debt Service Savings Analysis, together with a certified copy of this Resolution, with the Oversight Board, and, as provided in Section 34180(j), with the Kern County Administrative Officer, the Kern County Auditor-Controller and the California Department of Finance.

Section 9. Issuance of Refunding Bonds in Whole or in Part. It is the intent of the Successor Agency to sell and deliver the Refunding Bonds in whole, provided that there is compliance with the Savings Parameters. However, the Successor Agency will initially authorize the sale and delivery of the Refunding Bonds to refund the Prior Bonds in whole or, if such Savings Parameters cannot be met with respect to the whole, then a refunding of the Prior Bonds in part; provided that the Refunding Bonds so sold and delivered are in compliance with the Savings Parameters. In the case of a refunding in part, portions of the Prior Bonds will remain outstanding on the same lien or a senior lien to the Refunding Bonds. The Successor Agency is authorized to amend the authorizing documents for the Prior Bonds to the extent of a refunding

in part in a form approved and executed by an Authorized Officer. The sale and delivery of the Refunding Bonds in part will in each instance provide sufficient funds only for the refunding of that portion of the Refunding Bonds that meet the Savings Parameters. In the event the Refunding Bonds are initially sold in part, the Successor Agency intends to sell and deliver additional parts of the Refunding Bonds without the prior approval of the Oversight Board provided that in each such instance the Refunding Bonds so sold and delivered in part are in compliance with the Savings Parameters.

Section 10. Municipal Bond Insurance and Reserve Fund Insurance Policy. The Authorized Officers, each acting alone, are hereby authorized and directed to take all actions necessary to obtain a municipal bond insurance policy for the Refunding Bonds and a debt service reserve fund insurance policy for the Refunding Bonds from a municipal bond insurance company if it is determined, upon consultation with the Municipal Advisor, that such municipal bond insurance policy and/or debt service reserve fund insurance policy will reduce the true interest costs with respect to the Refunding Bonds.

Section 11. Preparation of Official Statement. If a public offering is chosen, following approval by the Oversight Board of the issuance of the Refunding Bonds by the Successor Agency and upon submission of the Oversight Board Resolution to the California Department of Finance, the Successor Agency will, with the assistance of Jones Hall, Disclosure Counsel, the Fiscal Consultant and the Municipal Advisor, cause to be prepared a form of Official Statement for the Refunding Bonds describing the Refunding Bonds and containing material information relating to the Successor Agency and the Refunding Bonds, the preliminary form of which will be submitted to the Successor Agency at a future public meeting for approval for distribution by Alamo Capital, as underwriter, to persons and institutions interested in purchasing the Refunding Bonds.

Section 12. Official Actions. The Authorized Officers and any and all other officers of the Successor Agency are hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in obtaining the requested approvals by the Oversight Board and the California Department of Finance and in the issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the Successor Agency is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 13. Effective Date. This Resolution shall take effect from and after the date of approval and adoption thereof.

Section 14. Book of Original Resolutions. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular] meeting thereof held on the 12<sup>th</sup> day of March 2019 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
**CECILIA VELA**, City Clerk

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE GURROLA**, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN**, City Attorney  
Aleshire & Wynder, LLP

I, \_\_\_\_\_, City Clerk of the City of Arvin, California, **DO HEREBY CERTIFY** that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

Attachment: SA Bond Refi Resolution (SA Bond Refinance)



---

---

**INDENTURE OF TRUST**

Dated as of \_\_\_\_\_ 1, 2019

by and between the

**SUCCESSOR AGENCY TO THE  
ARVIN COMMUNITY REDEVELOPMENT AGENCY**

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Trustee**

Relating to

\$ \_\_\_\_\_  
**Successor Agency to the Arvin Community Redevelopment Agency  
Tax Allocation Refunding Bonds, Series 2019**

---

---

Attachment: ArvinSuccessor Indenture 2019 Bonds (SA Bond Refinance)

TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE I</b>	
<b>DETERMINATIONS; DEFINITIONS</b>	
Section 1.01. Findings and Determinations. ....	3
Section 1.02. Definitions .....	3
Section 1.03. Rules of Construction.....	13
<b>ARTICLE II</b>	
<b>AUTHORIZATION AND TERMS</b>	
Section 2.01. Authorization of 2019 Bonds.....	14
Section 2.02. Terms of 2019 Bonds.....	14
Section 2.03. Redemption of 2019 Bonds. ....	15
Section 2.04. Form of 2019 Bonds. ....	17
Section 2.05. Execution of 2019 Bonds.....	17
Section 2.06. Transfer of Bonds. ....	18
Section 2.07. Exchange of Bonds.....	18
Section 2.08. Registration of Bonds.....	18
Section 2.09. Temporary Bonds. ....	18
Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. ....	19
Section 2.11. Book-Entry System. ....	19
<b>ARTICLE III</b>	
<b>DEPOSIT AND APPLICATION OF PROCEEDS OF 2019 BONDS</b>	
Section 3.01. Issuance of 2019 Bonds. ....	21
Section 3.02. Application of Proceeds of Sale and Certain Other Amounts.....	21
Section 3.03. Bond Proceeds Fund; Costs of Issuance Account. ....	21
Section 3.04. Refunding Fund. ....	22
Section 3.05. Reserved.....	22
Section 3.06. Issuance of Parity Debt.....	22
Section 3.07. Issuance of Subordinate Debt.....	22
<b>ARTICLE IV</b>	
<b>SECURITY OF BONDS; FLOW OF FUNDS</b>	
Section 4.01. Security of Bonds; Equal Security. ....	22
Section 4.02. Redevelopment Obligation Retirement Fund; Deposit of Tax Revenues.....	23
Section 4.03. Deposit of Amounts by Trustee.....	23
Section 4.04. Provisions Relating to 2019 Reserve Policy .....	27
Section 4.05. Provisions Relating to 2019 Insurance Policy.....	27
<b>ARTICLE V</b>	
<b>OTHER COVENANTS OF THE SUCCESSOR AGENCY</b>	
Section 5.01. Punctual Payment.....	27
Section 5.02. Limitation on Additional Indebtedness; Against Encumbrances.....	27
Section 5.03. Extension of Payment. ....	28
Section 5.04. Payment of Claims.....	28
Section 5.05. Books and Accounts; Financial Statements. ....	28
Section 5.06. Protection of Security and Rights of Owners.....	28
Section 5.07. Payments of Taxes and Other Charges. ....	28
Section 5.08. Compliance with the Law; Recognized Obligation Payment Schedules. ....	29
Section 5.09. [Reserved].....	29
Section 5.10. Dissolution Act Invalid; Maintenance of Tax Revenues.....	29
Section 5.11. No Arbitrage.....	30
Section 5.12. Private Activity Bond Limitation.....	30
Section 5.13. Federal Guarantee Prohibition.....	30
Section 5.14. Rebate Requirement.....	30
Section 5.15. Maintenance of Tax-Exemption. ....	30

Attachment: ArvinSuccessor Indenture 2019 Bonds (SA Bond Refinance)

Section 5.16. Continuing Disclosure .....30  
 Section 5.17. Meet and Confer; Recognized Obligation Payment Schedule. ....30  
 Section 5.18. Further Assurances.....31

ARTICLE VI  
 THE TRUSTEE

Section 6.01. Duties, Immunities and Liabilities of Trustee. ....32  
 Section 6.02. Merger or Consolidation.....33  
 Section 6.03. Liability of Trustee.....33  
 Section 6.04. Right to Rely on Documents and Opinions.....35  
 Section 6.05. Preservation and Inspection of Documents.....36  
 Section 6.06. Compensation and Indemnification. ....36  
 Section 6.07. Deposit and Investment of Moneys in Funds.....36  
 Section 6.08. Accounting Records and Financial Statements.....37  
 Section 6.09. Appointment of Co-Trustee or Agent.....37  
 Section 6.10. Other Transactions with Successor Agency.....38

ARTICLE VII  
 MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 7.01. Amendment With And Without Consent of Owners .....38  
 Section 7.02. Effect of Supplemental Indenture. ....39  
 Section 7.03. Endorsement or Replacement of Bonds After Amendment.....39  
 Section 7.04. Amendment by Mutual Consent.....40  
 Section 7.05. Trustee's Reliance .....40

ARTICLE VIII  
 EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 8.01. Events of Default and Acceleration of Maturities.....41  
 Section 8.02. Application of Funds Upon Acceleration.....42  
 Section 8.03. Power of Trustee to Control Proceedings.....43  
 Section 8.04. Limitation on Owner's Right to Sue.....43  
 Section 8.05. Non-Waiver. ....43  
 Section 8.06. Actions by Trustee as Attorney-in-Fact.....44  
 Section 8.07. Remedies Not Exclusive.....44

ARTICLE IX  
 MISCELLANEOUS

Section 9.01. Benefits Limited to Parties. ....44  
 Section 9.02. Successor is Deemed Included in All References to Predecessor.....44  
 Section 9.03. Defeasance of Bonds.....44  
 Section 9.04. Execution of Documents and Proof of Ownership by Owners.....45  
 Section 9.05. Disqualified Bonds. ....46  
 Section 9.06. Waiver of Personal Liability.....46  
 Section 9.07. Destruction of Cancelled Bonds. ....46  
 Section 9.08. Notices. ....46  
 Section 9.09. Partial Invalidity.....47  
 Section 9.10. Unclaimed Moneys. ....47  
 Section 9.11. Execution in Counterparts.....47  
 Section 9.12. Governing Law .....47

EXHIBIT A FORMS OF 2019 BONDS

## INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this “Indenture”) is made and entered into and dated as of \_\_\_\_\_ 1, 2019, by and between the SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY, a public entity duly created and existing under the laws of the State of California (the “Successor Agency”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the “Trustee”);

### WITNESSETH:

**WHEREAS**, the Arvin Community Redevelopment Agency (the “Former Agency”) was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (the “Law”);

**WHEREAS**, a Redevelopment Plan (as defined herein) for the Arvin Redevelopment Project Area (the “Project Area”) in the City of Arvin, California was adopted in compliance with all requirements of the Law;

**WHEREAS**, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, and the Successor Agency has become the successor entity to the Former Agency;

**WHEREAS**, prior to the dissolution of the Former Agency, the Former Agency issued its Arvin Community Redevelopment Agency Arvin Redevelopment Project 2005 Tax Allocation Bonds in the aggregate principal amount of \$6,250,000 (the “2005 Bonds”) for the purpose of providing funds to finance redevelopment activities with respect to the Arvin Redevelopment Project;

**WHEREAS**, prior to the dissolution of the Former Agency, the Former Agency also previously issued its Arvin Community Redevelopment Agency Tax Allocation Parity Bonds (Arvin Redevelopment Project Area) Series 2008 (Bank Qualified) in the aggregate principal amount of \$3,530,000 (the “2008 Bonds” and together with the 2005 Bonds, the “Prior Bonds”) for the purpose of providing funds to finance redevelopment activities with respect to the Arvin Redevelopment Project;

**WHEREAS**, Section 34177.5(a)(1) of the California Health and Safety Code authorizes the Successor Agency to undertake proceedings for the refunding of outstanding bonds and other obligations of the Former Agency, subject to the conditions precedent contained in said Section 34177.5;

**WHEREAS**, Section 34177.5(a)(1) also authorizes the Successor Agency to issue bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Refunding Law”) for the purpose of achieving debt service savings within the parameters set forth in said Section 34177.5;

**WHEREAS**, by implementation of California Assembly Bill X1 26, which amended provisions of the Law, and the California Supreme Court's decision in *California Redevelopment Association v. Matosantos*, the Former Agency was dissolved on February 1, 2012 in accordance with California Assembly Bill X1 26 approved by the Governor of the State on March 28, 2011 (as amended, the "Dissolution Act"), and on February 1, 2012, the Successor Agency, in accordance with and pursuant to the Dissolution Act, assumed the duties and obligations of the Former Agency as provided in the Dissolution Act, including, without limitation, the obligations of the Former Agency under the Prior Bonds;

**WHEREAS**, the Successor Agency has determined that it will achieve debt service savings within such parameters by the issuance pursuant to the Law and the Refunding Law of its \$\_\_\_\_\_ aggregate principal amount of Successor Agency to the Arvin Community Redevelopment Agency Tax Allocation Refunding Bonds, Series 2019 (the "2019 Bonds") to provide funds to refund the Prior Bonds;

**WHEREAS**, the Bonds (as defined herein), including the 2019 Bonds, will be payable from Tax Revenues (as hereinafter defined);

**WHEREAS**, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof and interest and redemption premium (if any) thereon, the Successor Agency and the Trustee have duly authorized the execution and delivery of this Indenture; and

**WHEREAS**, all acts and proceedings required by law necessary to make the Bonds when executed by the Successor Agency, and authenticated and delivered by the Trustee, the valid, binding and legal special obligations of the Successor Agency, and to constitute this Indenture a legal, valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done or taken;

**NOW, THEREFORE, THIS INDENTURE WITNESSETH**, that in order to secure the payment of the principal of and the interest and redemption premium (if any) on all the Bonds issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the Successor Agency and the Trustee do hereby covenant and agree with one another, for the benefit of the respective Owners from time to time of the Bonds, as follows:

## ARTICLE I

## DETERMINATIONS; DEFINITIONS

Section 1.01. Findings and Determinations. The Successor Agency has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Successor Agency is now duly empowered, pursuant to each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture.

Section 1.02. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.02 shall, for all purposes of this Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

“Annual Debt Service” means, for each Bond Year, the sum of (a) the interest payable on the Outstanding Bonds and Parity Debt in such Bond Year, assuming that the Outstanding Serial Bonds are retired as scheduled and that the Outstanding Term Bonds are redeemed from mandatory sinking account payments as scheduled, (b) the principal amount of the Outstanding Serial Bonds and Parity Debt payable by their terms in such Bond Year, and (c) the principal amount of the Outstanding Term Bonds scheduled to be paid or redeemed from mandatory sinking account payments in such Fiscal Year.

“Bond” or “Bonds” means the 2019 Bonds and, if the context requires, any additional Parity Debt issued pursuant to a Supplemental Indenture pursuant to Section 3.06 hereof.

“Bond Counsel” means (a) Aleshire & Wynder, LLP, or (b) any other attorney or firm of attorneys appointed by or acceptable to the Successor Agency, of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code.

“Bond Proceeds Fund” means the fund by that name established and held by the Trustee pursuant to Section 3.03.

“Bond Year” means, any twelve-month period beginning on September 2 in any year and ending on the next succeeding September 1, both dates inclusive, except that the first Bond Year shall begin on the Closing Date, and end on [September 1, 2019].

“Business Day” means a day of the year on which banks in Los Angeles, California, or the city where the Principal Corporate Trust Office is located are not required or permitted to be closed and on which the New York Stock Exchange is not closed.

“Chairman” means the Mayor of the City or other duly appointed officer of the Successor Agency authorized by the Successor Agency by resolution to perform the functions of the Chairman in the event of the Chairman’s absence or disqualification.

“City” means the City of Arvin, California, a municipal corporation duly organized and existing under the laws of the State.

“Closing Date” means, with respect to the 2019 Bonds, the date on which the 2019 Bonds are delivered by the Trustee to the original purchaser thereof, being \_\_\_\_\_, 2019.

“Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate relating to the 2019 Bonds executed by the Successor Agency dated as of the Closing Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Successor Agency relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to City and Successor Agency administrative staff costs, printing expenses, bond insurance and surety bond premiums, rating agency fees, filing and recording fees, initial fees and charges and first annual administrative fee of the Trustee and fees and expenses of its counsel, fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

“Costs of Issuance Account” means the account by that name within the Bond Proceeds Fund established and held by the Trustee pursuant to Section 3.03.

“County” means the County of Kern, a county duly organized and existing under the Constitution and laws of the State.

“Debt Service Fund” means the fund by that name established and held by the Trustee pursuant to Section 4.03.

“Defeasance Obligations” means (i) cash, (ii) Federal Securities and (iii) Permitted Investments listed under subsection (b) of the definition thereof excluding Permitted Investments listed under (b) (iv) and (b) (vi).

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.11.

“Depository System Participant” means any participant in the Depository's book-entry system.

“Dissolution Act” means Part 1.85 (commencing with Section 34170) of Division 24 of the California Health and Safety Code.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Escrow Agreement” means the Escrow Agreement, dated as of \_\_\_\_, 2019, by and between the Successor Agency and Wells Fargo Bank, National Association relating to the defeasance of the Prior Bonds.

“Event of Default” means any of the events described in Section 8.01.

“Federal Securities” means any direct, noncallable general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TGRS), or obligations the payment of principal of and interest on which are unconditionally guaranteed by the United States of America.

“Fiscal Year” means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve month period selected and designated by the Successor Agency to the Trustee in writing as its official fiscal year period.

“Former Agency” means the Arvin Community Redevelopment Agency, a public body corporate and politic duly organized under the Law and dissolved in accordance with the Dissolution Act.

“Indenture” means this Indenture of Trust by and between the Successor Agency and the Trustee, as originally entered into or as it may be amended or supplemented by any Supplemental Indenture entered into pursuant to the provisions hereof.

“Independent Accountant” means any accountant or firm of such accountants duly licensed or registered or entitled to practice as such under the laws of the State, appointed by the Successor Agency, and who, or each of whom:

- (a) is in fact independent and not under domination of the Successor Agency;
- (b) does not have any substantial interest, direct or indirect, with the Successor Agency; and
- (c) is not connected with the Successor Agency as an officer or employee of the Successor Agency, but who may be regularly retained to make reports to the Successor Agency.

“Independent Redevelopment Consultant” means any consultant or firm of such consultants appointed by the Successor Agency, and who, or each of whom:

- (a) is judged by the Successor Agency to have experience in matters relating to the collection of tax increment revenues or otherwise with respect to the financing of redevelopment projects;
- (b) is in fact independent and not under domination of the Successor Agency;
- (c) does not have any substantial interest, direct or indirect, with the Successor Agency; and
- (d) is not connected with the Successor Agency as an officer or employee of the Successor Agency, but who may be regularly retained to make reports to the Successor Agency.

“Information Services” means “EMMA” or the “Electronic Municipal Market Access” system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the Successor Agency may designate in a Written Certificate of the Successor Agency delivered to the Trustee.

“Interest Account” means the account by that name established and held by the Trustee pursuant to Section 4.03(a).

“Interest Payment Date” means March 1 and September 1 in each year, commencing [September 1, 2019], so long as any of the Bonds remain Outstanding hereunder.

“Law” means the Community Redevelopment Law, constituting Part 1 of Division 24 of the California Health and Safety Code, together with the Dissolution Act, and the acts amendatory thereof and supplemental thereto (including the Dissolution Act).

“Maximum Annual Debt Service” means, as of the date of calculation, the largest Annual Debt Service for the current or any future Bond Year, including payments on any Parity Debt, as certified in writing by the Successor Agency to the Trustee.

“Nominee” means (a) initially, Cede & Co., as nominee of DTC, and (b) any other nominee of the Depository designated pursuant to Section 2.11(a).

“Outstanding” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.05) all Bonds except:

(a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the Successor Agency pursuant hereto.

“Oversight Board” means the Kern Countywide Oversight Board, duly constituted from time to time pursuant to Section 34179 of the California Health and Safety Code.

“Owner” or “Bondowner” means, with respect to any Bond, the person in whose name the ownership of such Bond shall be registered on the Registration Books.

“Parity Debt” means any loan, bonds, notes, advances or indebtedness payable from Tax Revenues on a parity with the 2019 Bonds as authorized by the provisions of Section 3.06.

“Parity Debt Instrument” means any resolution, indenture of trust, loan agreement, trust agreement or other instrument authorizing the issuance of any Parity Debt, including, without limitation, a Supplemental Indenture authorized by Section 7.01(e).

“Participating Underwriter” has the meaning ascribed thereto in the Continuing Disclosure Certificate.

“Permitted Investments” means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(a) Federal Securities;

(b) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself): (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) obligations of the Federal Financing Bank; (iv) debentures of the Federal Housing Administration; (v) participation certificates of the General Services Administration; (vi) guaranteed mortgage-backed bonds or guaranteed pass-through obligations of the Government National Mortgage Association; (vii) guaranteed Title XI financings of the U.S. Maritime Administration; (viii) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development;

(c) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself): (i) senior debt obligations of the Federal Home Loan Bank System; (ii) participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation; (iii) mortgaged-backed securities and senior debt obligations of the Federal National Mortgage Association (excluding stripped mortgage securities which are valued greater than par on the portion of unpaid principal); (iv) senior debt obligations of the Student Loan Marketing Association; (v) obligations (but only the interest component of stripped obligations) of the Resolution Funding Corporation; and (vi) consolidated system wide bonds and notes of the Farm Credit System;

(d) money market funds (including funds of the Trustee or its affiliates) registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of “AAAm-G”, “AAAm”, or “AAm”, including funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services;

(e) certificates of deposit secured at all times by collateral described in (a) or (b) above, which have a maturity of one year or less, which are issued by commercial banks, including affiliates of the Trustee, savings and loan associations or mutual savings banks, and such collateral must be held by a third party, and the Trustee on behalf of the Bond Owners must have a perfected first security interest in such collateral;

(f) certificates of deposit, savings accounts, deposit accounts or money market deposits (including those of the Trustee and its affiliates) which are fully insured by the Federal Deposit Insurance Corporation;

(g) investment agreements, including guaranteed investment contracts, which, are general obligations of an entity whose long term debt obligations, or claims paying ability, respectively, which are rated in one of the two highest rating categories by S&P

or which are collateralized so as to be rated in one of the two highest rating categories by S&P;

(h) commercial paper rated, at the time of purchase, “A-1” or better by S&P;

(i) bonds or notes issued by any state or municipality which are rated by S&P in one of the two highest rating categories assigned by such agencies;

(j) money-market deposits, federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of “A-1” or “A” or better by S&P;

(k) repurchase agreements for thirty (30) days or less (more than thirty (30) days which provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the Trustee and the transfer of cash from the Trustee to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee in exchange for the securities at a specified date, which satisfy the following criteria:

(i) repurchase agreements must be between the Trustee and (A) a primary dealer on the Federal Reserve reporting dealer list which falls under the jurisdiction of the Securities Investors Protection Corporation and which are rated “A” or better by S&P, or (B) a bank rated “A” or better by S&P;

(ii) the written repurchase agreement contract must include the following: (A) securities acceptable for transfer, which may be direct U.S. government obligations, or federal agency obligations backed by the full faith and credit of the U.S. government; (B) the term of the repurchase agreement may be up to 30 days; (C) the collateral must be delivered to the Trustee or a third party acting as agent for the Trustee simultaneous with payment (perfection by possession of certificated securities); (D) the Trustee must have a perfected first priority security interest in the collateral; (E) the collateral must be free and clear of third-party liens and, in the case of a broker which falls under the jurisdiction of the Securities Investors Protection Corporation, are not subject to a repurchase agreement or a reverse repurchase agreement; (F) failure to maintain the requisite collateral percentage, after a two day restoration period, will require the Trustee to liquidate the collateral; (G) the securities must be valued weekly, marked-to-market at current market price plus accrued interest and the value of collateral must be equal to 104% of the amount of cash transferred by the Trustee to the dealer bank or securities firm under the repurchase agreement plus accrued interest (unless the securities used as collateral are obligations of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, in which case the collateral must be equal to 105% of the amount of cash transferred by the Trustee to the dealer bank or securities firm under the repurchase agreement plus accrued interest). If the value of securities held as collateral falls below 104% of the value of the cash transferred by the Trustee, then additional cash and/or acceptable securities must be transferred; and

(iii) a legal opinion must be delivered to the Trustee to the effect that the repurchase agreement meets guidelines under state law for legal investment of public funds;

(l) pre-refunded municipal bonds rated “AAA” by S&P; and

(m) the Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to deposit and withdraw from such investment directly in its own name.

“Principal Account” means the account by that name established and held by the Trustee pursuant to Section 4.03(b).

“Principal Corporate Trust Office” means such corporate trust office of the Trustee as may be designated from time to time by written notice from the Trustee to the Successor Agency. Except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the corporate trust office of the Trustee in Los Angeles California, or such other office or agency of the Trustee at which at any particular time, its corporate trust agency shall be conducted.

“Prior Bonds” means, collectively, the 2005 Bonds and the 2008 Bonds.

“Prior Bonds Escrow Agreement” means the Escrow Agreement, dated as of \_\_\_\_\_ 1, 2019, by and among the Successor Agency and Wells Fargo Bank, National Association, as trustee of the Prior Bonds and escrow agent.

“Project Area” means the Arvin Redevelopment Project as described in the Redevelopment Plan.

“Qualified Reserve Account Credit Instrument” means the (i) 2019 Reserve Policy, and (ii) an irrevocable standby or direct-pay letter of credit, insurance policy, or surety bond issued by a commercial bank or insurance company and deposited with the Trustee, provided that all of the following requirements are met at the time of acceptance thereof by the Trustee: (a) S&P or Moody’s have assigned a long-term credit rating to such bank or insurance company of “A” (without regard to modifier) or higher; (b) such letter of credit, insurance policy or surety bond has a term of at least 12 months; (c) such letter of credit, insurance policy or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released; and (d) the Trustee is authorized pursuant to the terms of such letter of credit, insurance policy or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Interest Account or the Principal Account for the purpose of making payments required pursuant to Sections 4.03(a), 4.03(b) or 4.03(c) of this Indenture.

“Recognized Obligation Payment Schedule” means a Recognized Obligation Payment Schedule, each prepared and approved from time to time pursuant to subdivision (l) of Section 34177 of the Health and Safety Code of the State.

“Record Date” means, with respect to any Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

“Redemption Account” means the account by that name established and held by the Trustee pursuant to Section 4.03(e).

“Redevelopment Obligation Retirement Fund” means the fund established and held by the Successor Agency pursuant to Section 34170.5(a) of the California Health and Safety Code.

“Redevelopment Plan” means the redevelopment plan for the Arvin Redevelopment Project of the Former Agency in Arvin, California, titled "Redevelopment Plan for the Arvin Redevelopment Project Area" adopted and approved as the Redevelopment Plan for the Redevelopment Project by Ordinance No. 290, adopted by the Council of the City of Arvin, California on July 2, 1996, as amended from time to time in accordance with the Law.

“Redevelopment Property Tax Trust Fund” means the fund established for the Project Area pursuant to Section 34170.5(b) of the California Health and Safety Code and administered by the Kern County Auditor–Controller.

“Registration Books” means the records maintained by the Trustee pursuant to Section 2.08 for the registration and transfer of ownership of the Bonds.

“Refunding Law” means Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State, and the acts amendatory thereof and supplemented thereto.

“Report” means a document in writing signed by an Independent Redevelopment Consultant and including:

- (a) a statement that the person or firm making or giving such Report has read the pertinent provisions of this Indenture to which such Report relates;
- (b) a brief statement as to the nature and scope of the examination or investigation upon which the Report is based; and
- (c) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said consultant to express an informed opinion with respect to the subject matter referred to in the Report.

“Reserve Account” means the account by that name established and held by the Trustee pursuant to Section 4.03(d).

“Reserve Requirement” means, subject to Section 4.03(d) of this Indenture, with respect to the Series 2019 Bonds, and each series of Parity Debt (if required pursuant to a Supplemental Indenture or Parity Debt Instrument) issued in the form of Bonds, the lesser of:

- (i) 125% of the average Annual Debt Service with respect to that series of the Bonds,
- (ii) Maximum Annual Debt Service with respect to that series of the Bonds, or
- (iii) with respect to an individual series of Bonds, 10% of the original principal amount of a series of Bonds (or, if such series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that in no event shall the Successor Agency, in

connection with the issuance of Parity Debt in the form of Bonds pursuant to a Supplemental Indenture be obligated to deposit an amount in the Reserve Account which is in excess of the amount permitted by the applicable provisions of the Internal Revenue Code of 1986, including any regulations promulgated thereunder, to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, in the event the amount of any such deposit into the Reserve Account is so limited, the Reserve Requirement shall, in connection with the issuance of such Parity Debt issued in the form of Bonds, be increased only by the amount of such deposit as permitted by the Code; and, provided further that the Successor Agency may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Account Credit Instrument meeting the requirements of Section 4.03(d) hereof. To the extent the Reserve Requirement is provided by means of a Qualified Reserve Account Credit instrument for the entire term of a series of the Bonds, the Successor Agency may provide that the Reserve Requirement at issuance shall constitute the Reserve Requirement for the entire the term of the series of Bonds.

Notwithstanding anything herein to the contrary, there is no requirement for a reserve fund or reserve requirement in connection with any Parity Debt. Notwithstanding anything herein to the contrary, the Reserve Requirement for the Series 2019 Bonds shall not exceed \$\_\_\_\_, being the Reserve Requirement at issuance for the Series 2019 Bonds.

“S&P” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, and its successors.

“Securities Depositories” means DTC and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Successor Agency may designate in a Written Request of the Successor Agency delivered to the Trustee.

“Semiannual Period” means (a) each six-month period beginning on January 1 of any calendar year and ending on June 30 of such calendar year, and (b) each six-month period beginning on July 1 of any calendar year and ending on December 31 of such calendar year, or (c) such other semi-annual period that may be described by amendment to the Dissolution Act for collection of Tax Revenues and the payment of enforceable obligations.

“Serial Bonds” means all Bonds other than Term Bonds.

“Sinking Account” means the account by that name established and held by the Trustee pursuant to Section 4.03(c).

“State” means the State of California.

“Subordinate Debt” means any Loan, advances or indebtedness issued or incurred by the Successor Agency, which are either: (a) payable from, but not secured by a pledge of or lien upon, the Tax Revenues, including revenue bonds and other debts and obligations scheduled for payment pursuant to Section 34183(a)(2) of the Law; or (b) secured by a pledge of or lien

upon the Tax Revenues which is subordinate to (i) the pledge of and lien upon the Tax Revenues hereunder for the security of the Bonds, (ii) the Successor Agency's obligation to pay 2019 Reserve Policy Costs to the 2019 Reserve Insurer pursuant to Section 4.04(a) hereof, and (iii) the Successor Agency's obligation to reimburse the provider of a letter of credit, surety bond or similar instrument for the debt service reserve account for any Parity Debt.

"Successor Agency" means the Successor Agency to the Redevelopment Agency of the City of Arvin, a public entity duly organized and existing under the Law.

"Supplemental Indenture" means any resolution, agreement or other instrument which has been duly adopted or entered into by the Successor Agency, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax Revenues" means all taxes that were eligible for allocation to the Former Agency with respect to the Project Area and are allocated, or are available to be allocated, to the Successor Agency pursuant to Article 6 of Chapter 6 (commencing with Section 33670) of the Law and Section 16 of Article XVI of the Constitution of the State, or pursuant to other applicable State laws, and that are deposited in the Successor Agency's Redevelopment Property Tax Trust Fund, excluding (a) amounts required to be paid to taxing entities pursuant to Sections 33607.5, 33607.7, and 33676 of the Law unless such payments are subordinated to payments on the 2019 Bonds or any additional Bonds or to the payments owed under any Parity Debt Instrument pursuant to Section 33607.5(e) of the Law and 34177.5(c) of the Dissolution Act and (b) County administrative costs allowed under Section 34182 of the Dissolution Act and Section 95.3 of the California Revenue and Taxation Code and other applicable law.]

"Term Bonds" means the 2019 Bonds maturing on \_\_\_\_\_, and any Parity Debt issued pursuant to a Supplemental Indenture pursuant to Section 7.01(e) and payable from amounts in the Sinking Account established pursuant to Section 4.03(c).

"Trustee" means Wells Fargo Bank, National Association, as trustee hereunder, or any successor thereto appointed as trustee hereunder in accordance with the provisions of Article VI.

"2005 Bonds" shall have the meaning given thereto in the recitals hereto.

"2008 Bonds" shall have the meaning given thereto in the recitals hereto.

"2019 Bonds" means the Successor Agency to the Arvin Community Redevelopment Agency Tax Allocation Refunding Bonds, Series 2019.

"2019 Insurer" means \_\_\_\_\_, its successors and assigns, as issuer of the 2019 Insurance Policy.]

"2019 Insurance Policy" means the Municipal Bond Insurance Policy No. \_\_\_\_\_, issued by the 2019 Bond Insurer.]

"2019 Reserve Account Agreement" means the Debt Service Reserve Agreement, dated the Closing Date with respect to the 2019 Bonds, by and between the Successor Agency and the 2019 Reserve Insurer.]

["2019 Reserve Insurer"] means \_\_\_\_\_, its successors and assigns, as issuer of the 2019 Reserve Policy.]

["2019 Reserve Policy"] means the Municipal Bond Debt Service Reserve Insurance Policy No. \_\_\_\_\_ issued by the 2019 Reserve Insurer guaranteeing payments to be applied to the payment of principal and interest on the 2019 Bonds as provided in the Reserve Account Agreement, in the initial maximum amount of \$\_\_\_\_\_.]

["2019 Reserve Policy Costs"] means amounts required to repay and reimburse the 2019 Reserve Insurer for draws on the 2019 Reserve Policy and expenses of the 2019 Reserve Insurer, and accrued interest thereon.]

["2019 Reserve Policy Late Payment Rate"] means \_\_\_\_\_.]

"Written Request of the Successor Agency" or "Written Certificate of the Successor Agency" means a request or certificate, in writing signed by the Mayor, City Manager or Finance Director of the City, on behalf of the Successor Agency, or by any other officer of the Successor Agency duly authorized by the Successor Agency for that purpose.

Section 1.03. Rules of Construction All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

AUTHORIZATION AND TERMS

Section 2.01. Authorization of 2019 Bonds. The 2019 Bonds in the aggregate principal amount of \$\_\_\_\_\_ are hereby authorized to be issued by the Successor Agency under and subject to the terms of this Indenture, the Law and the Refunding Law. This Indenture constitutes a continuing agreement with the Owners of all of the Bonds, including the 2019 Bonds, issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal and redemption premiums (if any) and the interest on all Bonds, including the 2019 Bonds, which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The 2019 Bonds shall be designated the "Successor Agency to the Arvin Community Redevelopment Agency Tax Allocation Refunding Bonds, Series 2019"

Section 2.02. Terms of 2019 Bonds. The 2019 Bonds shall be dated as of the Closing Date, and shall be issued in fully registered form without coupons in the denomination of \$5,000 or any integral multiple thereof.

The 2019A Bonds shall mature and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rate per annum as follows:

**2019 Bonds**

<b>Maturity Date (September 1)</b>	<b>Principal Amount</b>	<b>Interest Rate Per Annum</b>
--	-------------------------	------------------------------------

Interest on the 2019 Bonds (including the final interest payment upon maturity or earlier redemption) shall be payable on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed by first class mail, postage prepaid, on the Interest Payment Date, to such Owner at the address of such Owner as it appears on the Registration Books as of such Record Date; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of 2019 Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Trustee prior to the applicable Record Date. Principal of and redemption premium (if any) on any 2019 Bond shall be paid upon presentation and surrender thereof, at maturity, at the Principal Corporate Trust Office of the Trustee. Both the principal of and interest and premium (if any) on the 2019 Bonds shall be payable in lawful money of the United States of America.

Attachment: Arvin Successor Indenture 2019 Bonds (SA Bond Refinance)

Each 2019 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) a 2019 Bond is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date; *provided, however*, that if, as of the date of authentication of any 2019 Bond, interest thereon is in default, such 2019 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Section 2.03. Redemption of 2019 Bonds.

(a) Optional Redemption. The 2019 Bonds maturing on or before September 1, 20\_\_ are not subject to optional redemption prior to maturity. The 2019 Bonds maturing on and after September 1, 20\_\_, are subject to redemption, at the option of the Successor Agency on any date on or after September 1, 20\_\_, as a whole or in part, by such maturities as shall be determined by the Successor Agency, and randomly within a maturity, from any available source of funds, at a redemption price equal to the principal amount of the 2019 Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

The Successor Agency shall be required to give the Trustee written notice of its intention to redeem 2019 Bonds under this subsection (a) with a designation of the principal amount and maturities to be redeemed at least 45 days prior to the date fixed for such redemption (or such late date as is acceptable to the Trustee), and shall transfer to the Trustee for deposit in the Debt Service Fund all amounts required for such redemption at least 5 Business Days prior to the date fixed for such redemption.

(b) Mandatory Sinking Account Redemption of 2019 Bonds. The 2019 Bonds maturing on September 1, 20\_\_ shall also be subject to redemption in part randomly, on September 1 in each of the years as set forth in the following table, from Sinking Account payments made by the Successor Agency pursuant to Section 4.03(c), at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, or in lieu thereof shall be purchased pursuant to the succeeding paragraph of this subsection (b), in the aggregate respective principal amounts and on the respective dates as set forth in the following table; *provided, however*, that if some but not all of such 2019 Bonds have been redeemed pursuant to subsection (a) above, the total amount of all future Sinking Account payments pursuant to this subsection (b) with respect to such 2019 Bonds shall be reduced by the aggregate principal amount of such 2019 Bonds so redeemed, to be allocated among such Sinking Account payments on a pro rata basis in integral multiples of \$5,000 as determined by the Successor Agency (written notice of which determination shall be given by the Successor Agency to the Trustee).

2019 Bonds Maturing September 1, 20\_\_

Sinking Account  
Redemption Date  
(September 1)

Principal Amount  
To Be Redeemed

\_\_\_\_\_

*\*Maturity*

In lieu of redemption of the 2019 Bonds pursuant to the preceding paragraphs, amounts on deposit in the Sinking Account or the Redevelopment Obligation Retirement Fund (to the extent not required to be transferred to the Trustee pursuant to Section 4.03 during the current Bond Year other than for deposit in the Sinking Account) may also be used and withdrawn by the Successor Agency at any time for the purchase of such 2019 Bonds at public or private sale as and when and at such prices (including brokerage and other charges and including accrued interest) as the Successor Agency may in its discretion determine. The par amount of any of such 2019 Bonds so purchased by the Successor Agency in any twelve-month period ending on July 1 in any year shall be credited towards and shall reduce the par amount of such 2019 Bonds required to be redeemed pursuant to this subsection (b) on the next succeeding September 1.

(c) Notice of Redemption. The Trustee on behalf and at the expense of the Successor Agency shall mail (by first class mail, postage prepaid) notice of any redemption at least 20 but not more than 60 days prior to the redemption date, to (i) to the Owners of any 2019 Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) the Securities Depositories and to the Information Services; but such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2019 Bonds or the cessation of the accrual of interest thereon. Such notice shall state the redemption date and the redemption price, shall state that optional redemption is conditioned upon the timely delivery of the redemption price by the Successor Agency to the Trustee for deposit in the Redemption Account, shall designate the CUSIP number of the 2019 Bonds to be redeemed, shall state the individual number of each Bond to be redeemed or shall state that all 2019 Bonds between two stated numbers (both inclusive) or all of the Bonds Outstanding are to be redeemed, and shall require that such 2019 Bonds be then surrendered at the Principal Corporate Trust Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such 2019 Bonds will not accrue from and after the redemption date.

The Successor Agency has the right to rescind any notice of the optional redemption of 2019 Bonds by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2019 Bonds then called for redemption, and such cancellation shall not constitute an Event of Default. The Successor Agency and the Trustee have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Upon the payment of the redemption price of 2019 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the 2019 Bonds being redeemed with the proceeds of such check or other transfer.

(d) Partial Redemption of 2019 Bonds. In the event only a portion of any 2019 Bond is called for redemption, then upon surrender of such 2019 Bond the Successor Agency shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Successor Agency, a new 2019 Bond or 2019 Bonds of the same interest rate and maturity,

of authorized denominations, in aggregate principal amount equal to the unredeemed portion of the 2019 Bond to be redeemed.

(e) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption price of and interest on the 2019 Bonds so called for redemption shall have been duly deposited with the Trustee, such 2019 Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

(f) Manner of Redemption. Whenever any 2019 Bonds or portions thereof are to be selected for redemption randomly, the Trustee shall make such selection, in such manner as the Trustee shall deem appropriate, and shall notify the Successor Agency thereof to the extent 2019 Bonds are no longer held in book-entry form. In the event of redemption randomly of 2019 Bonds, the Trustee shall assign to each 2019 Bond then Outstanding a distinctive number for each \$5,000 of the principal amount of each such 2019 Bond. The 2019 Bonds to be redeemed shall be the 2019 Bonds to which were assigned numbers so selected, but only so much of the principal amount of each such 2019 Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. All 2019 Bonds redeemed or purchased pursuant to this Section 2.03 shall be marked cancelled and destroyed pursuant to the Trustee's retention policy then in effect.

Section 2.04. Form of 2019 Bonds. The 2019 Bonds, the form of Trustee's Certificate of Authentication, and the form of Assignment to appear thereon, shall be substantially in the forms set forth in Exhibit A, which is attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.05. Execution of 2019 Bonds. The 2019 Bonds shall be executed on behalf of the Successor Agency by the signature of the Mayor, City Manager or Finance Director of the City who are in office on the date of execution and delivery of this Indenture or at any time thereafter, on behalf of the Successor Agency, and attested by the City Clerk. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any 2019 Bond ceases to be such officer before delivery of the 2019 Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2019 Bonds to the purchaser. Any 2019 Bond may be signed and attested on behalf of the Successor Agency by such persons as at the actual date of the execution of such 2019 Bond shall be the proper officers of the Successor Agency although on the date of such 2019 Bond any such person shall not have been such officer of the Successor Agency.

Only such of the 2019 Bonds as shall bear thereon a Certificate of Authentication in the form hereinafter set forth, executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such Certificate shall be conclusive evidence that such 2019 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture. In the event temporary 2019 Bonds are issued pursuant to Section 2.09 hereof, the temporary 2019 Bonds may bear thereon a Certificate of Authentication executed and dated by the Trustee, shall be initially registered by the Trustee, and, until so exchanged as provided under Section 2.09 hereof, the temporary 2019 Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive 2019 Bonds authenticated and delivered hereunder.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Principal Corporate Trust Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Bond or Bonds shall be surrendered for registration of transfer, the Successor Agency shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds, of like series, interest rate, maturity and principal amount of authorized denomination. The Trustee shall collect from the Owner any tax or other governmental charge on the transfer of any Bonds pursuant to this Section 2.06. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the Successor Agency. The transferor shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any costs basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may not rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

The Trustee may refuse to transfer, under the provisions of this Section 2.06, either (a) any Bonds during the period fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Trustee for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same series, interest rate and maturity. The Trustee shall collect any tax or other governmental charge on the exchange of any Bonds pursuant to this Section 2.07. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the Successor Agency.

The Trustee may refuse to transfer, under the provisions of this Section 2.07, either (a) any Bonds during the period fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Trustee for redemption.

Section 2.08. Registration of Bonds. The Trustee will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient records for the registration and registration of transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Successor Agency, upon reasonable prior notice to the Trustee; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Successor Agency, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Successor Agency upon the same conditions and in substantially the same manner as the definitive Bonds. If the Successor Agency issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange therefor at the Trust Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive

Bonds of authorized denominations, interest rates and like maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Successor Agency, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Successor Agency and the Trustee and, if such evidence be satisfactory to both and indemnity satisfactory to them shall be given, the Successor Agency, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond has matured or has been called for redemption, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Trustee and the Successor Agency). The Successor Agency may require payment by the Owner of a sum not exceeding the actual cost of preparing each new Bond issued under this Section 2.10 and of the expenses which may be incurred by the Successor Agency and the Trustee in the premises. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Successor Agency whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued pursuant to this Indenture.

Section 2.11. Book-Entry System.

(a) Original Delivery. The Bonds shall be initially delivered in the form of a separate single fully registered Bond without coupons (which may be typewritten) for each maturity and interest rate of the Bonds. Upon initial delivery, the ownership of each such Bond shall be registered on the Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, neither the Successor Agency nor the Trustee shall have any responsibility or obligation to any Depository System Participant or to any person on behalf of which the Depository System Participant holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, neither the Successor Agency nor the Trustee shall have any responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository System Participant or any other person, other than a Bond Owner as shown in the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the Successor Agency elects to redeem the Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than a Bond Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest on the Bonds or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The Successor Agency and the Trustee may treat and consider the person in whose name each Bond is registered as the absolute owner of such

Bond for the purpose of payment of principal, premium and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers of ownership of such Bond, and for all other purposes whatsoever. The Trustee shall pay the principal of and interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than a Bond Owner shall receive a Bond evidencing the obligation of the Successor Agency to make payments of principal, interest and premium, if any, pursuant to this Indenture. Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the Successor Agency shall promptly deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the Successor Agency shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the Successor Agency or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Bond Owners. The Trustee agrees to comply with all provisions in such letter with respect to the giving of notices thereunder by the Trustee. In addition to the execution and delivery of such letter, upon written request of the Depository or the Trustee, the Successor Agency may take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. In the event that either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the Successor Agency determines to terminate the Depository as such, then the Successor Agency shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the Successor Agency and the Trustee in the issuance of replacement Bonds by providing the Trustee with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the Nominee, to the Trustee on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the Successor Agency fails to identify another Securities Depository to replace the Depository, then the Bonds shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Article II. Prior to its termination, the Depository shall furnish the Trustee with the names and addresses of the Depository System Participants and respective ownership interests thereof. In connection with any proposed transfer outside the Book-Entry Only system, the Successor Agency or DTC shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may reply on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

(d) Payments to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with

respect to principal of and interest and premium (if any) on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

### ARTICLE III

#### DEPOSIT AND APPLICATION OF PROCEEDS OF 2019 BONDS

Section 3.01. Issuance of 2019 Bonds. Upon the execution and delivery of this Indenture, the Successor Agency shall execute and deliver 2019 Bonds to the Trustee in the aggregate principal amount of \$\_\_\_\_\_, and the Trustee shall authenticate and deliver the 2019 Bonds upon the Written Request of the Successor Agency.

#### Section 3.02. Application of Proceeds of Sale and Certain Other Amounts.

(a) On the Closing Date the proceeds of sale of the 2019 Bonds shall be paid to the Trustee in the amount of \$\_\_\_\_\_ (being the aggregate principal amount of the 2019 Bonds, plus a net original issue premium in the amount of \$\_\_\_\_\_, less an underwriter's discount in the amount of \$\_\_\_\_\_, and less the premium for the 2019 Reserve Policy allocable to the 2019 Bonds in the amount of \$\_\_\_\_\_ which shall be paid by the original purchaser of the 2019 Bonds directly to the 2019 Reserve Insurer on the Closing Date) and shall be applied as follows:

(i) The Trustee shall deposit the amount of \$\_\_\_\_\_ in the Costs of Issuance Account.

(ii) The Trustee shall transfer the amount of \$\_\_\_\_\_ to Wells Fargo Bank, National Association, as Escrow Agent for deposit in the 2005 Bonds Escrow Account of the Escrow Fund (all as defined in the Escrow Agreement);

(iii) The Trustee shall transfer the amount of \$\_\_\_\_\_ to Wells Fargo Bank, National Association, as Escrow Agent for deposit in the 2008 Bonds Escrow Account of the Escrow Fund (all as defined in the Escrow Agreement);

(b) [In addition, the Trustee shall credit the 2019 Reserve Policy to the 2019 Reserve Subaccount of the Reserve Account in satisfaction of the Reserve Requirement with respect to the 2019 Bonds as of the Closing Date upon delivery of the 2019 Bonds.]

Section 3.03. Bond Proceeds Fund; Costs of Issuance Account. There is hereby established a separate fund to be known as the "Bond Proceeds Fund," which shall be held by the Trustee in trust, and within such Fund there shall be established a separate Costs of Issuance Account. The moneys in the Costs of Issuance Account shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the Successor Agency stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said account. On the date which is six (6) months following the Closing Date, or upon the earlier Written Request of the Successor Agency, all amounts (if any) remaining in the Costs of Issuance Account shall be withdrawn therefrom by the Trustee and transferred to the Interest Account of the Debt Service Fund, and the Trustee shall thereafter close the Costs of Issuance Account.

Section 3.04. Reserved.

Section 3.05. [Reserved]. .

Section 3.06. Issuance of Parity Debt. In addition to the 2019 Bonds, the Successor Agency may issue or incur additional Parity Debt to refund all or a portion of the Outstanding Bonds hereunder in such principal amount as shall be determined by the Successor Agency, subject to the satisfaction of the of following conditions precedent:

(i) Such Parity Debt shall be issued for savings in accordance with the requirements of Section 34177.5(a) of the Dissolution Act (or any comparable provision of any successor statute);

(ii) In the case of Parity Debt under a Supplemental Indenture or Parity Debt Instrument, the Parity Debt Instrument shall state whether there shall be a reserve account established with respect to such Parity Debt, and shall also set forth the amount, if any, to be deposited in such reserve account as well as the reserve requirement with respect to such Parity Debt; and

(iii) Principal with respect to such Parity Debt shall be paid on September 1 in any year in which such principal is payable.

Section 3.07. Issuance of Subordinate Debt. The Successor Agency may issue or incur Subordinate Debt in such principal amount as shall be determined by the Successor Agency.

#### ARTICLE IV

#### SECURITY OF BONDS; FLOW OF FUNDS

Section 4.01. Security of Bonds; Equal Security. Except as provided in Section 6.06, the 2019 Bonds and any Parity Debt shall be equally secured by a pledge of, security interest in and lien on all of the Tax Revenues, including all of the Tax Revenues in the Redevelopment Obligation Retirement Fund. Except as provided in Section 6.06, the 2019 Bonds and any Parity Debt issued pursuant to a Supplemental Indenture shall be equally secured by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Sinking Account and the Redemption Account, without preference or priority for series, issue, number, dated date, sale date, date of execution or date of delivery. The 2019 Bonds shall be additionally secured by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the 2019 Reserve Subaccount established by Section 4.03(d). The Bonds shall be also equally secured by the pledge and lien created with respect to the Bonds by Section 34177.5(g) of the Law on moneys deposited from time to time in the Redevelopment Property Tax Trust Fund. Except for the Tax Revenues and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest on the Bonds.

In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Indenture shall be deemed to be and shall constitute a contract between the Successor Agency and the Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Successor Agency shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the

others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

Section 4.02. Redevelopment Obligation Retirement Fund; Deposit of Tax Revenues. The Successor Agency has heretofore established the Redevelopment Obligation Retirement Fund pursuant to Section 34170.5(a) of the Law which the Successor Agency shall continue to hold and maintain so long as any of the Bonds are Outstanding.

The Successor Agency shall deposit all of the Tax Revenues received with respect to any Semiannual Period in accordance with Section 5.08 hereof into the Redevelopment Obligation Retirement Fund promptly upon receipt thereof by the Successor Agency on each January 2 and June 1. The Tax Revenues shall be deposited in the Redevelopment Obligation Retirement Fund and any Tax Revenues shall be allocated for Series 2019 Bonds and any Parity Debt on a pro rata basis. All Tax Revenues received by the Successor Agency in excess of the amount required to pay debt service on the Bonds and any Parity Debt following receipt thereof on each January 2 and June 1 of each year for each Semiannual Period following the transfers to the Trustee as provided herein, and except as may be provided to the contrary in this Indenture or Parity Debt Instrument, shall be released from the pledge and lien hereunder and shall be applied in accordance with the Law, including but not limited to the payment of debt service on any Subordinate Debt. Prior to the payment in full of the principal of and interest and redemption premium (if any) on the Bonds and the payment in full of all other amounts payable hereunder and under any Supplemental Indentures, the Successor Agency shall not have any beneficial right or interest in the moneys on deposit in the Redevelopment Obligation Retirement Fund, except as may be provided in this Indenture and in any Supplemental Indenture.

Section 4.03. Deposit of Amounts by Trustee. There is hereby established a trust fund to be known as the Debt Service Fund, which shall be held by the Trustee hereunder in trust. Moneys in the Redevelopment Obligation Retirement Fund shall be transferred by the Successor Agency to the Trustee within five (5) Business Days of the receipt thereof for deposit in the Debt Service Fund until the amounts on deposit in the Debt Service Fund are sufficient to make the deposits required below with respect to each Semiannual Period. So long as any Bonds or Parity Debt remain outstanding, the Trustee shall transfer amounts on deposit in the Debt Service Fund in the following amounts, at the following times, and deposited by the Trustee in the following respective special accounts, which are hereby established in the Debt Service Fund, and in the following order of priority:

(a) Interest Account. On or before the fourth (4th) Business Day preceding each Interest Payment Date, the Trustee shall deposit in the Interest Account an amount which, when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest becoming due and payable on the Outstanding Bonds and any Parity Debt on such Interest Payment Date. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds and any Parity Debt. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds and any Parity Debt as it shall become due and payable.

(b) Principal Account. On or before the fourth (4th) Business Day preceding each Interest Payment Date, including the date on which principal on the Bonds and any Parity Debt becomes due and payable at maturity, the Trustee shall deposit in the

Principal Account an amount which equals to at least half of the principal payment becoming due on the next date on which the principal payment is due, such that when added to the amount then contained in the Principal Account or the amount to be transferred to the principal account on the next succeeding Interest Payment Date, will be equal to the principal becoming due and payable on the Outstanding Bonds and any Parity Debt on the next principal payment date. All moneys in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds and any Parity Debt as it shall become due and payable.

(c) Sinking Account. No later than the fourth (4th) Business Day preceding each March 1 or September 1, as applicable, on which any Outstanding Term Bonds are subject to mandatory redemption or otherwise for purchase pursuant to the provisions of this Indenture or of a Supplemental Indenture, the Trustee shall deposit in the Sinking Account an amount which equals at least half of the principal payment next due which, when added to the amount then contained in the Sinking Account or to be transferred to the Sinking Account on the next succeeding March 1 or September 1, will be equal to the aggregate principal amount of the Term Bonds required to be redeemed on such March 1 or September 1, as applicable, pursuant to the provisions of this Indenture or any Supplemental Indenture. All moneys on deposit in the Sinking Account shall be used and withdrawn by the Trustee for the sole purpose of paying the principal of the Term Bonds as it shall become due and payable upon redemption or purchase pursuant to the provisions of any Supplemental Indenture.

(d) Reserve Account.

(i) *Establishment of Reserve Account*. There is hereby established in the Debt Service Fund a separate account known as the "Reserve Account," and a "2019 Reserve Subaccount" therein for the 2019 Bonds. The 2019 Reserve Subaccount shall serve solely as security for payments payable by the Successor Agency with respect to the 2019 Bonds.

The Reserve Requirement for the 2019 Bonds shall be satisfied by the delivery of the 2019 Reserve Policy by the 2019 Reserve Insurer to the Trustee on the Closing Date. On the Closing Date, the Trustee shall credit the 2019 Reserve Policy to the 2019 Reserve Subaccount to satisfy the Reserve Requirement with respect to the 2019 Bonds. The Trustee shall draw on the 2019 Reserve Policy and shall transfer such amounts to the Interest Account and the Principal Account, in such order, to the extent required to make the deposits then required to be made pursuant to this Section 4.03 to pay debt service on the 2019 Bonds. Notwithstanding anything herein to the contrary, the Successor Agency will have no obligation to replace the 2019 Reserve Policy or to fund the 2019 Reserve Subaccount with cash if, at any time that the 2019 Bonds are Outstanding, (i) any rating assigned to 2019 Reserve Insurer is downgraded, suspended or withdrawn, or (ii) amounts are not available for any reason under the 2019 Reserve Policy, other than in connection with the replenishment of a draw on the 2019 Reserve Policy.

The amounts available under the 2019 Reserve Policy shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account and the Principal Account in such order of priority, in the event of any deficiency at any time in any of such accounts with respect to the payment of debt service on the

2019 Bonds. Amounts on deposit in the 2019 Reserve Subaccount shall not be available to pay debt service on any bonds other than the 2019 Bonds.

The Trustee shall comply with all documentation relating to the 2019 Reserve Policy as shall be required to receive payments thereunder in the event and to the extent required to make any payment when and as required under this subsection (d).

(ii) *[Replenishment of Reserve Account.* Except as provided below, in the event that the amount on deposit in the Reserve Account or any subaccount therein at any time of calculation, which calculation shall be done semi-annually, becomes less than the Reserve Requirement, the Trustee shall promptly notify the Successor Agency of such fact. Upon receipt of any such notice and as promptly as is permitted by the Law, the Successor Agency shall transfer to the Trustee an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account or any subaccount therein, as applicable.

Except as provided below, the amount on deposit in the Reserve Account or any subaccount therein shall be maintained at the Reserve Requirement at all times prior to the payment of the Bonds and any Parity Debt in full. If there shall then not be sufficient Tax Revenues to transfer an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account or any subaccount therein, the Successor Agency shall be obligated to continue making transfers as Tax Revenues become available until there is an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account or any subaccount therein. No such transfer and deposit need be made to the Reserve Account or any subaccount therein so long as there shall be on deposit therein a sum at least equal to the Reserve Requirement and, to the extent necessary, the Successor Agency shall place any amounts required to replenish the Reserve Account or any subaccount therein on the immediately following Recognized Obligation Payment Schedule (and any additional Recognized Obligation Payment Schedule in the future if necessary) and shall be required to be submitted by the Successor Agency pursuant to and in accordance with Section 5.08. In the event a Qualified Reserve Account Credit Instrument is delivered at any time to meet the entirety of the Reserve Requirement with respect to one or more series of Bonds (that is, no cash is being deposited or will remain deposited in the Reserve Account or any subaccount therein, including the 2019 Reserve Subaccount, with respect to those series of Bonds), then, notwithstanding the foregoing, the Reserve Requirement will, with respect to those series of Bonds, be determined only at the time of the delivery of the Qualified Reserve Account Credit Instrument and will not be subject to increase or decrease at a later date.]

(iii) *Use of Moneys in the Reserve Account.* All money in the Reserve Account and any subaccount therein shall be used and withdrawn by the Trustee solely for the purpose of making transfers pursuant to any Parity Debt Instrument and hereunder to the Interest Account, the Principal Account and the Sinking Account, in that order, in the event of any deficiency at any time in any of such accounts or for the retirement of all the Bonds then Outstanding, except that so long as the Successor Agency is not in default hereunder or under any Parity Debt Instrument, any amount in the Reserve Account or any subaccount therein in excess of the Reserve Requirement shall be withdrawn from the Reserve Account or any subaccount therein semiannually on or before 2 Business Days preceding each March 1 and September 1 by the Trustee and deposited in the Interest Account or be applied pro rata in accordance with any

applicable provision of a Parity Debt Instrument. All moneys on deposit in the Reserve Account or any subaccount therein on the Business Day preceding the final Interest Payment Date shall be withdrawn from the Reserve Account or any subaccount therein and shall be transferred to the Interest Account and the Principal Account, in such order, to the extent required to make the deposits then required to be made pursuant to this Section 4.03 or shall be applied pro rata as required by any Parity Debt Instrument, as applicable.

(iv) *Right to Release Funds from Reserve Account.* The Successor Agency shall have the right at any time to direct the Trustee to release funds from the Reserve Account or any subaccount therein, in whole or in part, by tendering to the Trustee: (i) a Qualified Reserve Account Credit Instrument, and (ii) an opinion of Bond Counsel stating that neither the release of such funds nor the acceptance of such Qualified Reserve Account Credit Instrument will cause interest on the Bonds or any Parity Debt the interest on which is excluded from gross income of the owners thereof for federal income tax purposes to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Trustee, and upon delivery by the Successor Agency to the Trustee of written calculation of the amount permitted to be released from the Reserve Account or any subaccount therein (upon which calculation the Trustee may conclusively rely), the Trustee shall transfer such funds from the Reserve Account or any subaccount therein, as applicable, to the Successor Agency to be applied in accordance with the Law. The Trustee shall comply with all documentation relating to a Qualified Reserve Account Credit Instrument as shall be required to receive payments thereunder in the event and to the extent required to make any payment when and as required under this paragraph (d).

(v) *Compliance with Qualified Reserve Account Credit Instrument.* Simultaneously with the expiration of any Qualified Reserve Account Credit Instrument, the Successor Agency shall either (i) replace such Qualified Reserve Account Credit Instrument with a new Qualified Reserve Account Credit Instrument, or (ii) deposit or cause to be deposited with the Trustee an amount of funds equal to the Reserve Requirement, to be derived from the first legally available Tax Revenues. If the Reserve Requirement is being maintained partially in cash and partially with a Qualified Reserve Account Credit Instrument, the cash shall be first used to meet any deficiency which may exist from time to time in the Interest Account or the Principal Account for the purpose of making payments required pursuant to Sections 4.03(a) or 4.03(b) of this Indenture. If the Reserve Requirement is being maintained with two or more Qualified Reserve Account Credit Instruments, any draw to meet a deficiency which may exist from time to time in the Interest Account or the Principal Account for the purpose of making payments required pursuant to Sections 4.03(a), 4.03(b) or 4.03(c) of this Indenture shall be pro-rata with respect to each such instrument.

(vi) *Reserve Subaccounts.* The Reserve Account may be maintained in the form of one or more separate subaccounts which are established for the purpose of holding the proceeds of separate issues of the Bonds and any Parity Debt in conformity with applicable provisions of the Code to the extent directed by the Successor Agency in writing to the Trustee. Additionally, the Successor Agency may, in its discretion, combine amounts on deposit in the Reserve Account and on deposit in any reserve account relating to any (but not necessarily all) Parity Debt in order to maintain a combined reserve account for the Bonds and any (but not necessarily all) Parity Debt.

(e) Redemption Account. On or before the Business Day preceding any date on which Bonds are to be redeemed pursuant to Section 2.03(a), other than mandatory Sinking Account redemption of Term Bonds, the Trustee shall withdraw from the Debt Service Fund any amount transferred by the Successor Agency pursuant to Section 2.03(a) for deposit in the Redemption Account, such amount being the amount required to pay the principal of and premium, if any, on the Bonds to be redeemed on such date pursuant to Section 2.03(a). All moneys in the Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and premium, if any, on the Bonds to be redeemed pursuant to Section 2.03(a) on the date set for such redemption, other than mandatory Sinking Account redemption of Term Bonds. Interest due on Bonds to be redeemed on the date set for redemption shall, if applicable, be paid from funds available therefor in the Interest Account.

Section 4.04. Provisions Relating to 2019 Reserve Policy. With respect to the 2019 Reserve Policy, notwithstanding anything to the contrary set forth herein, the Successor Agency and the Trustee agree to comply with the following provisions:

[to come from insurer – relating to reserve surety policy, if applicable]

Section 4.05. Provisions Relating to 2019 Insurance Policy. With respect to the 2019 Insurance Policy, notwithstanding anything to the contrary set forth herein, the Successor Agency and the Trustee agree to comply with the following provisions:

[to come from insurer – relating to bond insurance, if applicable]

## ARTICLE V

### OTHER COVENANTS OF THE SUCCESSOR AGENCY

Section 5.01. Punctual Payment. The Successor Agency shall punctually pay or cause to be paid the principal and interest to become due in respect of all the Bonds together with the premium thereon, if any, in strict conformity with the terms of the Bonds and of this Indenture. The Successor Agency shall faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures and the Bonds. Nothing herein contained shall prevent the Successor Agency from making advances of its own moneys howsoever derived to any of the uses or purposes referred to herein.

Section 5.02. Limitation on Additional Indebtedness; Against Encumbrances. The Successor Agency hereby covenants that, so long as the Bonds are Outstanding, the Successor Agency shall not issue any bonds, notes or other obligations, enter into any agreement or otherwise incur any indebtedness, which is in any case payable from all or any part of the Tax Revenues, excepting only as provided in this Section 5.02.

The Successor Agency hereby covenant that it will not otherwise encumber, pledge or place any charge or lien upon any of the Tax Revenues or other amounts pledged to the Bonds superior or on parity to the pledge and lien herein created for the benefit of the Bonds, other than Parity Debt issued in accordance with Section 3.06 hereof.

Nothing herein shall prevent the Successor Agency from issuing and selling Subordinate Debt. Any Subordinate Debt that is issued as bonds or incurred in the form of a loan shall be payable on the same dates as the Bonds.

Section 5.03. Extension of Payment. The Successor Agency will not, directly or indirectly, extend or consent to the extension of the time for the payment of any Bond or claim for interest on any of the Bonds and will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or funding the Bonds or claims for interest in any other manner. In case the maturity of any such Bond or claim for interest shall be extended or funded, whether or not with the consent of the Successor Agency, such Bond or claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Payment of Claims. The Successor Agency shall promptly pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the properties owned by the Successor Agency or upon the Tax Revenues or other amounts pledged to the payment of the Bonds, or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said claims.

Section 5.05. Books and Accounts; Financial Statements. The Successor Agency shall at all times keep, or cause to be kept, proper and current books and accounts in which accurate entries are made of the financial transactions and records of the Successor Agency, which shall be subject to inspection by the 2019 Reserve Insurer at all times during normal business hours and upon reasonable notice by the 2019 Reserve Insurer to the Successor Agency. Within 270 days after the close of each Fiscal Year an Independent Certified Public Accountant shall prepare an audit of the financial transactions and records of the Successor Agency for such Fiscal Year. To the extent permitted by law, such audit may be included within the annual audited financial statements of the City. The Successor Agency shall furnish a copy of such financial statements to any Owner upon reasonable request of such Owner and at the expense of such Owner. The Trustee shall have no duty to review such audits. The Successor Agency agrees, consents and will cooperate in good faith to provide information reasonably requested by the 2019 Reserve Insurer and will further provide appropriately designated individuals and officers to discuss the affairs, finances and accounts of the Successor Agency or any other matter as the 2019 Reserve Insurer may reasonably request. The books and records of the Successor Agency shall at all times during normal business hours and upon reasonable notice be subject to inspection by the 2019 Reserve Insurer and any other issuer of a Qualified Reserve Account Credit Instrument hereunder or their respective agents or representatives who have been duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The Successor Agency will preserve and protect the security of the Bonds and the rights of the Owners. From and after the Closing Date with respect to the 2019 Bonds, the 2019 Bonds shall be incontestable by the Successor Agency.

Section 5.07. Payments of Taxes and Other Charges. Except as otherwise provided herein, the Successor Agency will pay and discharge, or cause to be paid and discharged, all taxes, service charges, assessments and other governmental charges which may hereafter be

lawfully imposed upon the Successor Agency or the properties then owned by the Successor Agency in the Project Area, or upon the revenues therefrom when the same shall become due. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said taxes, assessments or charges. The Successor Agency will duly observe and conform with all valid requirements of any governmental authority relative to the Project Area or any part thereof.

Section 5.08. Compliance with the Law; Recognized Obligation Payment Schedules.

(a) *General.* The Successor Agency shall comply with all of the requirements of the Law. Without limiting the generality of the foregoing, the Successor Agency covenants and agrees to file all required statements and hold all public hearings required under the Dissolution Act to assure compliance by the Successor Agency with its covenants hereunder.

Further, it will take all actions required under the Dissolution Act to include

(i) scheduled debt service on the 2019 Bonds, any Parity Debt and any amount required under this Indenture or any Parity Debt Instrument to replenish the Reserve Account established hereunder or the reserve account established under any Parity Debt Instrument, and

(ii) amounts due to the 2019 Reserve Insurer or any other issuer of a Qualified Reserve Account Credit Instrument hereunder or under an insurance or surety bond agreement,

in each annual Recognized Obligation Payment Schedule so as to enable the Kern County Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund to the Successor Agency's Redevelopment Obligation Retirement Fund on each January 2 and June 1 amounts required for the Successor Agency to pay principal of, and interest on, the Bonds coming due in the respective subsequent six-month period and to pay amounts owed to the 2019 Reserve Insurer or any other issuer of a Qualified Reserve Account Credit Instrument, as well as the other amounts set forth above. Such amount shall include a reserve of half of the principal amount to be requested from the January 2 disposition to be held in reserve for the principal payment due on September 1, whether by sinking account redemption or maturity.

These actions will include, without limitation, placing on the periodic Recognized Obligation Payment Schedule for approval by the Oversight Board and State Department of Finance the amounts to be held by the Successor Agency as a reserve until the next six-month period, as contemplated by paragraph (1)(A) of subdivision (d) of Section 34171 of the Dissolution Act, that are necessary to comply with this Indenture.

Section 5.09. [Reserved].

Section 5.10. Dissolution Act Invalid; Maintenance of Tax Revenues. In the event that the applicable property tax revenues provisions of the Dissolution Act are determined by a court in a final judicial decision to be invalid and, in place of the invalid provisions, provisions of the Law or the equivalent become applicable to the Bonds, the Successor Agency shall comply with all requirements of the Law or the equivalent to insure the allocation and payment to it of the

Tax Revenues, including without limitation the timely filing of any necessary statements of indebtedness with appropriate officials of the County and, in the case of amounts payable by the State, appropriate officials of the State.

Section 5.11. No Arbitrage. The Successor Agency shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the 2019 Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the 2019 Bonds would have caused the 2019 Bonds to be “arbitrage bonds” within the meaning of section 148 of the Code.

Section 5.12. Private Activity Bond Limitation. The Successor Agency shall assure that the proceeds of the 2019 Bonds are not so used as to cause the 2019 Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

Section 5.13. Federal Guarantee Prohibition. The Successor Agency shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2019 Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code.

Section 5.14. Rebate Requirement. The Successor Agency shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the 2019 Bonds.

Section 5.15. Maintenance of Tax-Exemption. The Successor Agency shall take all actions necessary to assure the exclusion of interest on the 2019 Bonds from the gross income of the Owners of the 2019 Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the 2019 Bonds.

Section 5.16. Continuing Disclosure. The Successor Agency hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the Successor Agency to comply with the Continuing Disclosure Certificate shall not be an Event of Default hereunder. However, any Participating Underwriter or any holder or beneficial owner of the 2019 Bonds may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Successor Agency to comply with its obligations under this Section 5.16.

[Section 5.17. Meet and Confer; Recognized Obligation Payment Schedule. The Successor Agency shall provide the 2019 Reserve Insurer with copies of all Recognized Obligation Payment Schedules submitted and any and all correspondence received from the State Department of Finance relating to or which could affect payments on the 2019 Bonds upon receipt, except for requests for copies of agreements or other supporting documentation by the State Department of Finance to support a Recognized Obligation Payment Schedule submitted by the Successor Agency. Documents posted by the State Department of Finance under their existing procedures on the State Department of Finance website shall meet this requirement. In the event that the Successor Agency is a party to a meet and confer with the State Department of Finance that relates to the payment of debt service on or security for the 2019 Bonds, or the 2019 Reserve Policy Costs, the Successor Agency shall notify the 2019

Reserve Insurer and, if the subject of the meet and confer could prevent timely payment of or impair the security for the 2019 Bonds or 2019 Reserve Policy Costs, the 2019 Reserve Insurer shall have the right to participate in the meet and confer process either by appearance with the Successor Agency at the meet and confer or through written submission as the 2019 Reserve Insurer determines in its discretion. In the event the Successor Agency receives a Recognized Obligation Payment Schedule denial, whether relating to the 2019 Bonds or not, and such denial could prevent timely and full payment of debt service on, or impair the security for, the 2019 Bonds or 2019 Reserve Policy Costs, the Successor Agency agrees to cooperate in good faith with the 2019 Reserve Insurer and the 2019 Reserve Insurer shall receive prompt notice of any such event and shall be permitted to attend any meetings with the Successor Agency and the State Department of Finance and to discuss such matters with the State Department of Finance directly.]

Section 5.18. Further Assurances. The Successor Agency will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this Indenture.

ARTICLE VI  
THE TRUSTEE

Section 6.01. Duties, Immunities and Liabilities of Trustee.

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants, duties or obligations shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Successor Agency may remove the Trustee at any time, unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee (i) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or (ii) if at any time the Successor Agency has knowledge that the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. In each case such removal shall be accomplished by the giving of written notice of such removal by the Successor Agency to the Trustee, whereupon the Successor Agency shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Successor Agency and by giving the Owners notice of such resignation by first class mail, postage prepaid, at their respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the Successor Agency shall promptly appoint a successor Trustee by an instrument in writing.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Owner (on behalf of such Owner and all other Owners) may petition any court of competent jurisdiction at the expense of the Successor Agency for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing, acknowledging and delivering to the Successor Agency and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Successor Agency or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title

and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Successor Agency shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Successor Agency shall mail a notice of the succession of such Trustee to the trusts hereunder to the Owners at their respective addresses shown on the Registration Books. If the Successor Agency fails to mail such notice within fifteen (15) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Successor Agency.

(e) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a financial institution having a corporate trust office in the State, having (or in the case of a corporation or trust company included in a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least \$75,000,000, and subject to supervision or examination by federal or state authority. If such financial institution publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such financial institution shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

The Successor Agency will maintain a Trustee which is qualified under the provisions of the foregoing provisions of this subsection (e), so long as any Bonds are Outstanding.

Section 6.02. Merger or Consolidation. Any bank or trust company into which the Trustee may be merged or converted or with which may be consolidated or any bank or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank or trust company shall be eligible under subsection (e) of Section 6.01, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.03. Liability of Trustee.

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Successor Agency, and the Trustee shall not assume responsibility for the correctness of the same, nor make any representations as to the validity or sufficiency of this Indenture or of the security for the Bonds or the tax status of interest thereon nor shall incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or wilful misconduct. The Trustee shall not be liable for the acts of any agents of the Trustee selected by it with due care. The Trustee and its officers and employees may become the Owner of any Bonds with the same rights it would have if they were not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any

committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made by a responsible employee or officer, unless the Trustee shall have been negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall not be liable for any action taken by it and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the negligence or willful misconduct of the Trustee. The permissive right of the Trustee to do things enumerated hereunder shall not be construed as a mandatory duty.

(e) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder unless and until a responsible officer shall have actual knowledge thereof, or shall have received written notice thereof from the Successor Agency at its Principal Corporate Trust Office. In the absence of such actual knowledge or notice, the Trustee may conclusively assume that no Event of Default has occurred and is continuing under this Indenture. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance by any other party of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the foregoing, the Trustee may rely conclusively on the Successor Agency's certificates to establish the Successor Agency's compliance with its financial covenants hereunder, including, without limitation, its covenants regarding the deposit of Tax Revenues into the Redevelopment Obligation Retirement Fund and the investment and application of moneys on deposit in the Redevelopment Obligation Retirement Fund (other than its covenants to transfer such moneys to the Trustee when due hereunder).

The Trustee shall have no liability or obligation to the Bondowners with respect to the payment of debt service on the Bonds by the Successor Agency or with respect to the observance or performance by the Successor Agency of the other conditions, covenants and terms contained in this Indenture, or with respect to the investment of any moneys in any fund or account established, held or maintained by the Successor Agency pursuant to this Indenture or otherwise. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Trustee shall be entitled to interest on all amounts advanced by it at the maximum rate permitted by law.

The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys or receivers and the Trustee shall

not be responsible for any intentional misconduct or negligence on the part of any agent, attorney or receiver appointed with due care by it hereunder.

The Trustee shall have no responsibility, opinion, or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds.

Before taking any action under Article VIII or this Article at the request of the Owners the Trustee may require that a satisfactory indemnity bond be furnished by the Owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

The Trustee will not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to any project refinanced with the proceeds of the Bonds, malicious mischief, condemnation, and unusually severe weather and/or occurrences beyond the control of the Trustee.

Section 6.04. Right to Rely on Documents and Opinions. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion or other paper or document believed by it to be genuine and to have been signed or prescribed by the proper party or parties, and shall not be required to make any investigation into the facts or matters contained thereon. The Trustee may consult with counsel, including, without limitation, counsel of or to the Successor Agency, with regard to legal questions, and, in the absence of negligence or intentional misconduct by the Trustee, the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto is established to the satisfaction of the Trustee.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Successor Agency, which shall be full warrant to the Trustee for any action taken or suffered under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable. The Trustee may conclusively rely on any certificate or report of any Independent Accountant or Independent Redevelopment Consultant appointed by the Successor Agency.

Section 6.05. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times upon reasonable notice to the inspection of the Successor Agency and any Owner, and their agents and representatives duly authorized in writing, during regular business hours and under reasonable conditions.

Section 6.06. Compensation and Indemnification. The Successor Agency shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture in accordance with the letter proposal from the Trustee approved by the Successor Agency and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys (including the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel), agents and employees, incurred in and about the performance of its powers and duties under this Indenture. The Trustee shall have a first lien on the Tax Revenues and all funds and accounts held by the Trustee hereunder to secure the payment to the Trustee of all fees, costs and expenses, including reasonable compensation to its experts, attorneys and counsel (including the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel).

The Successor Agency further covenants and agrees to indemnify, defend and save the Trustee and its officers, directors, agents and employees, harmless from and against any loss, expense and liabilities which it may incur arising out of or in connection with the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or willful misconduct of the Trustee, its officers, directors, agents or employees. The obligations of the Successor Agency and the rights of the Trustee under this Section 6.06 shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

Section 6.07. Deposit and Investment of Moneys in Funds. Moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Sinking Account, the Reserve Account and the Costs of Issuance Account shall be invested by the Trustee in Permitted Investments as directed by the Successor Agency in the Written Request of the Successor Agency filed with the Trustee at least two (2) Business Days in advance of the making of such investments. In the absence of any such Written Request of the Successor Agency, the Trustee shall invest any such moneys in [the Wells Fargo Government Money Market Fund or any successor money market fund]. The Trustee shall be entitled to rely conclusively upon the written instructions of the Successor Agency directing investments in Permitted Investments as to the fact that each such investment is permitted by the laws of the State, and shall not be required to make further investigation with respect thereto. Moneys in the Redevelopment Obligation Retirement Fund may be invested by the Successor Agency in any obligations in which the Successor Agency is legally authorized to invest its funds. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts held by the Trustee hereunder shall be deposited in the Interest Account. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made at the direction of the Successor Agency or otherwise made pursuant to this Section.

The Successor Agency acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Successor Agency the right to receive brokerage confirmations of security transactions as they occur, the Successor Agency specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Successor Agency periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder. The Successor Agency may receive brokerage confirmations at no additional cost upon its written request.

All moneys held by the Trustee shall be held in trust, but need not be segregated from other funds unless specifically required by this Indenture. Except as specifically provided in this Indenture, the Trustee shall not be liable to pay interest on any moneys received by it, but shall be liable only to account to the Successor Agency for earnings derived from funds that have been invested.

The Successor Agency covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Indenture, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Indenture or the Code) at Fair Market Value. The Trustee has no duty in connection with the determination of Fair Market Value other than to follow the investment directions of the Successor Agency in any Written Certificate or Written Request of the Successor Agency.

For purposes of this Section 6.07, the term "Fair Market Value" shall mean the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, or (iii) the investment is a United States Treasury Security -- State and Local Government Series which is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

Section 6.08. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with industry standards, in which accurate entries shall be made of all transactions of the Trustee relating to the proceeds of the Bonds made by it and all funds and accounts held by the Trustee established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Successor Agency and the 2019 Reserve Insurer upon reasonable prior notice, at reasonable hours and under reasonable circumstances. The Trustee shall furnish to the Successor Agency, at least monthly, an accounting of all transactions in the form of its customary statements relating to the proceeds of the Bonds and all funds and accounts held by the Trustee pursuant to this Indenture. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 6.09. Appointment of Co-Trustee or Agent. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact

business as Trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in case of the enforcement of the rights of the Trustee on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate co-trustee. The following provisions of this Section 6.09 are adopted to these ends.

In the event that the Trustee shall appoint an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them; provided, however, in no event shall the Trustee be responsible or liable for the acts or omissions of any co-trustee.

Should any instrument in writing from the Successor Agency be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Successor Agency. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 6.10. Other Transactions with Successor Agency. The Trustee, either as principal or agent, may engaged in or be interested in any financial or other transaction with the Successor Agency.

## ARTICLE VII

### MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 7.01. Amendment With And Without Consent of Owners. This Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption and without the consent of any Owners, to the extent permitted by law and only for any one or more of the following purposes-

- (a) to add to the covenants and agreements of the Successor Agency in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or powers herein reserved to or conferred upon the Successor Agency; or
- (b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the Successor Agency may deem necessary or

desirable, provided under any circumstances that such modifications or amendments shall not, in the reasonable determination of the Successor Agency, materially adversely affect the interests of the Owners; or

(c) to amend any provision hereof relating to the requirements of or compliance with the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exemption from federal income taxation of interest on any of the Bonds, in the opinion of Bond Counsel; or

(d) to amend the Recognized Obligation Debt Service Payment Schedule set forth in Exhibit B to take into account the redemption of any Bond prior to its maturity; or

(e) to provide for the issuance of Parity Debt pursuant to a Supplemental Indenture in accordance with Section 3.06.

Except as set forth in the preceding paragraph, this Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding with the consent of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premium, (if any) at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the Owner of such Bond, or (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification. In no event shall any Supplemental Indenture modify any of the rights or obligations of the Trustee without its prior written consent. In addition, the Trustee shall be entitled to receive and may conclusively rely on an opinion of counsel concerning the Supplemental Indenture's lack of any material adverse effect on the Owners and that such Supplemental Indenture is authorized and permitted by the terms of this Indenture.

Section 7.02. Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article VII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 7.03. Endorsement or Replacement of Bonds After Amendment. After the effective date of any amendment or modification hereof pursuant to this Article VII, the Successor Agency may determine that any or all of the Bonds shall bear a notation, by endorsement in form approved by the Successor Agency, as to such amendment or modification and in that case upon demand of the Successor Agency the Owners of such Bonds shall present such Bonds for that purpose at the Principal Corporate Trust Office of the Trustee, and thereupon a suitable notation as to such action shall be made on such Bonds. In lieu of such notation, the Successor Agency may determine that new Bonds shall be prepared at the expense of the Successor Agency and executed in exchange for any or all of the Bonds, and in that case, upon demand of the Successor Agency, the Owners of the Bonds shall present such Bonds for exchange at the Trust Office of the Trustee, without cost to such Owners.

Section 7.04. Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Owner from accepting any amendment as to the particular Bond held by such Owner, provided that due notation thereof is made on such Bond.

Section 7.05. Trustee's Reliance. The Trustee may conclusively rely, and is protected in relying, upon a Written Certificate of the Successor Agency and an opinion of Bond Counsel stating that all requirements of this Indenture relating to the amendment or modification hereof have been satisfied and that such amendments or modifications do not materially adversely affect the interests of the Bond Owners.

## ARTICLE VIII

## EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 8.01. Events of Default and Acceleration of Maturities. The following events shall constitute Events of Default hereunder:

(a) if default shall be made by the Successor Agency in the due and punctual payment of the principal of or interest on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made by the Successor Agency in the observance of any of the covenants, agreements or conditions on its part in this Indenture or in the Bonds or any Parity Debt Instrument contained, other than a default described in the preceding clause (a), and such default shall have continued for a period of 30 days following receipt by the Successor Agency of written notice from the Trustee or any Owner of the occurrence of such default, provided that if in the reasonable opinion of the Successor Agency the failure stated in the notice can be corrected, but not within such 30-day period, such failure will not constitute an event of default if corrective action is instituted by the Successor Agency within such 30-day period and the Successor Agency thereafter diligently and in good faith cures such failure in a reasonable period of time; or

(c) If the Successor Agency files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction will approve a petition seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will approve a petition, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will assume custody or control of the Successor Agency or of the whole or any substantial part of its property.

If an Event of Default has occurred under this Section and is continuing, the Trustee may, or, if requested in writing by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding the Trustee shall, (a) declare the principal of the Bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding, and (b) the Trustee shall, subject to the provisions of Section 8.06, exercise any other remedies available to the Trustee and the Bond Owners in law or at equity.

Immediately upon receiving notice or actual knowledge of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to the Successor Agency by telephone promptly confirmed in writing. Such notice shall also state whether the principal of the Bonds shall have been declared to be or have immediately become due and payable. With respect to any Event of Default described in clauses (a) or (c) above the Trustee shall, and with respect to any Event of Default described in clause (b) above the Trustee in its sole discretion may, also give such notice to the Owners by mail, which shall include the statement that interest on the Bonds shall cease to accrue from and after the date, if any, on which the Trustee shall

have declared the Bonds to become due and payable pursuant to the preceding paragraph (but only to the extent that principal and any accrued, but unpaid, interest on the Bonds is actually paid on such date).

This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Successor Agency shall deposit with the Trustee a sum sufficient to pay all principal on the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal and interest (to the extent permitted by law), and the reasonable fees and expenses of the Trustee, (including the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel) and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Trustee shall promptly give written notice of the foregoing to the Owners of all Bonds then Outstanding, and the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the Successor Agency and to the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

Section 8.02. Application of Funds Upon Acceleration. All of the Tax Revenues and all sums in the funds and accounts established and held by the Trustee hereunder upon the date of the declaration of acceleration as provided in Section 8.01, and all sums thereafter received by the Trustee hereunder, shall be applied by the Trustee in the following order upon presentation of the several Bonds, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in exercising the rights and remedies set forth in this Article VIII, including reasonable compensation to its agents, attorneys (including the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel) and counsel and any outstanding fees, expenses of the Trustee;

Second, to the payment of the whole amount then owing and unpaid upon the Bonds for principal and interest, with interest on the overdue principal and installments of interest at the net effective rate then borne by the Outstanding Bonds (to the extent that such interest on overdue installments of principal and interest shall have been collected), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such principal and interest without preference or priority of principal over interest, or interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest; and

Third, to the payment of any amounts due to any provider of a municipal bond or financial guaranty insurance policy with respect to any Bonds, including the 2019 Reserve Insurer.

Section 8.03. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; *provided, however,* that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 8.04. Limitation on Owner's Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal of and interest on such Bond as herein provided, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.05. Non-Waiver. Nothing in this Article VIII or in any other provision of this Indenture or in the Bonds, shall affect or impair the obligation of the Successor Agency, which is absolute and unconditional, to pay from the Tax Revenues and other amounts pledged hereunder, the principal of and interest on the Bonds to the respective Owners on the respective Interest Payment Dates, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of the Owners or the Trustee to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Owner or the Trustee shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners and the Trustee by the Law or by this

Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners and the Trustee.

If a suit, action or proceeding to enforce any right or exercise any remedy shall be abandoned or determined adversely to the Owners or the Trustee, the Successor Agency, the Trustee and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 8.06. Actions by Trustee as Attorney-in-Fact. Any suit, action or proceeding which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners similarly situated and the Trustee is hereby appointed (and the successive respective Owners by taking and holding the Bonds shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact, *provided, however*, the Trustee shall have no duty or obligation to exercise any such right or remedy unless it has been indemnified to its satisfaction from any loss, liability, damage, cost or expense (including fees and expenses of its outside counsel and the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel).

Section 8.07. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

## ARTICLE IX

### MISCELLANEOUS

Section 9.01. Benefits Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the Successor Agency, the Trustee, the 2019 Reserve Insurer and the Owners, any right, remedy or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Successor Agency shall be for the sole and exclusive benefit of the Trustee, the 2019 Reserve Insurer and the Owners.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Supplemental Indenture either the Successor Agency or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Successor Agency or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Defeasance of Bonds. If the Successor Agency shall pay and discharge the entire indebtedness on all Bonds or any portion thereof in any one or more of the following ways:

(i) by well and truly paying or causing to be paid the principal of and interest on all or the applicable portion of Outstanding Bonds, as and when the same become due and payable; or

(ii) by irrevocably depositing with the Trustee or an escrow agent, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established pursuant to this Indenture, is fully sufficient to pay all or a portion of Outstanding Bonds, including all principal and interest, or;

(iii) by irrevocably depositing with the Trustee or an escrow agent, Defeasance Obligations in such amount as an Independent Accountant shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to this Indenture, be fully sufficient to pay and discharge the indebtedness on all Bonds or a portion thereof (including all principal and interest) at or before maturity; or

(iv) by purchasing such Bonds prior to maturity and tendering such Bonds to the Trustee for cancellation;

then, at the election of the Successor Agency, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Tax Revenues and other funds provided for in this Indenture and all other obligations of the Trustee and the Successor Agency under this Indenture shall cease and terminate with respect to all Outstanding Bonds or, if applicable, with respect to that portion of the Bonds which has been paid and discharged, except only (a) the covenants of the Successor Agency hereunder with respect to the Code, (b) the obligation of the Trustee to transfer and exchange Bonds hereunder, (c) the obligations of the Successor Agency under Section 6.06 hereof, and (d) the obligation of the Successor Agency to pay or cause to be paid to the Owners, from the amounts so deposited with the Trustee, all sums due thereon and to pay the Trustee all fees, expenses and costs of the Trustee. In the event the Successor Agency shall, pursuant to the foregoing provision, pay and discharge any portion or all of the Bonds then Outstanding, the Trustee shall be authorized to take such actions and execute and deliver to the Successor Agency all such instruments as may be necessary or desirable to evidence such discharge, including, without limitation, selection randomly of Bonds of any maturity of the Bonds that the Successor Agency has determined to pay and discharge in part.

In the case of a defeasance or payment of all of the Bonds Outstanding, any funds thereafter held by the Trustee which are not required for said purpose or for payment of amounts due the Trustee pursuant to Section 6.06 shall be paid over to the Successor Agency for deposit in the Redevelopment Obligation Retirement Fund.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, consent, declaration or other instrument which this Indenture may require or permit to be executed by any Owner may be in one or more instruments of similar tenor, and shall be executed by such Owner in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing

acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of Bonds and the amount, maturity, number and date of ownership thereof shall be proved by the Registration Books.

Any demand, request, direction, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Successor Agency or the Trustee and in accordance therewith, provided, however, that the Trustee shall not be deemed to have knowledge that any Bond is owned by or for the account of the Successor Agency unless the Successor Agency is the registered Owner or the Trustee has received written notice that any other registered Owner is such an affiliate.

Section 9.05. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Successor Agency or the City (but excluding Bonds held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination.

Section 9.06. Waiver of Personal Liability. No member, officer, agent or employee of the Successor Agency shall be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.07. Destruction of Cancelled Bonds. Whenever in this Indenture provision is made for the surrender to the Trustee of any Bonds which have been paid or cancelled pursuant to the provisions of this Indenture, the Trustee shall destroy such bonds and upon request of the Successor Agency provide the Successor Agency a certificate of destruction. The Successor Agency shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

Section 9.08. Notices. Any notice, request, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or upon receipt when mailed by first class, registered or certified mail, postage prepaid, or sent by telegram, addressed as follows:

If to the Successor Agency: Successor Agency to the Arvin Community  
Redevelopment Agency  
200 Campus Drive  
Arvin, California 93203  
Attention: City Manager

If to the Trustee: Wells Fargo Bank, National Association  
333 S. Grand Ave., Fifth Floor, Suite 5A  
MAC E2064-05A  
Los Angeles, CA 90071  
Attention: Corporate Trust Services

If to the 2019 Reserve Insurer: \_\_\_\_\_

Attachment: Arvin Successor Indenture 2019 Bonds (SA Bond Refinance)

In each case in which notice or other communication refers to an Event of Default or claim on the 2019 Reserve Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel of the 2019 Reserve Insurer at the address for the 2019 Reserve Insurer set forth above and at \_\_\_\_\_ or at Fax: \_\_\_\_\_ and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Section 9.09. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Indenture shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The Successor Agency hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the Trustee is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Trustee hereunder shall, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof, be assumed by and vest in the Treasurer of the Successor Agency in trust for the benefit of the Owners. The Successor Agency covenants for the direct benefit of the Owners that its Treasurer in such case shall be vested with all of the rights and powers of the Trustee hereunder, and shall assume all of the responsibilities and perform all of the duties of the Trustee hereunder, in trust for the benefit of the Bonds, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof.

Section 9.10. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal of the Bonds which remains unclaimed for two (2) years after the date when the payments of such interest, premium and principal have become payable, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal of such Bonds have become payable, shall be repaid by the Trustee to the Successor Agency as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the Successor Agency for the payment of the principal of and interest and redemption premium (if any) on of such Bonds.

Section 9.11. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.12. Governing Law. This Indenture shall be construed and governed in accordance with the laws of the State.

*[Remainder of page intentionally left blank. Signatures on next page.]*

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY, has caused this Indenture to be signed in its name by the City Manager of the City on behalf of the Successor Agency, and WELLS FARGO BANK, NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

**SUCCESSOR AGENCY TO THE ARVIN  
COMMUNITY REDEVELOPMENT  
AGENCY**

By: \_\_\_\_\_  
Mayor or City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
*as Trustee***

By: \_\_\_\_\_  
Authorized Officer

Attachment: ArvinSuccessor Indenture 2019 Bonds (SA Bond Refinance)



maintained by the Trustee as of the Record Date for which such Interest Payment Date occurs; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of Bonds in the aggregate principal amount of \$1,000,000 or more upon written instructions of any such registered owner filed with the Trustee for that purpose prior to the Record Date preceding the applicable Interest Payment Date.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as "Successor Agency to the Arvin Community Redevelopment Agency Tax Allocation Refunding Bonds, Series 2019" (the "Bonds"), in an aggregate principal amount of \$\_\_\_\_\_, all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers, maturities, interest rates, redemption and other provisions) and all issued pursuant to the provisions of Section 34177.5 of the Health and Safety Code of the State of California and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Refunding Law") and pursuant to an Indenture of Trust, dated as of \_\_\_\_\_ 1, 2019, entered into by and between the Successor Agency and the Trustee (the "Indenture"), authorizing the issuance of the Bonds. Additional bonds, or other obligations may be issued on a parity with the Bonds, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Successor Agency) and all indentures supplemental thereto and to the Law (as defined in the Indenture) and the Refunding Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues (as that term is defined in the Indenture), and the rights thereunder of the registered owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

[The Bonds have been issued by the Successor Agency for the purpose of providing funds to refund a portion of the Prior Bonds (as defined in the Indenture), and to pay certain expenses of the Successor Agency in issuing the Bonds.]

There has been created under the Law the Redevelopment Obligation Retirement Fund (as defined in the Indenture) into which Tax Revenues shall be deposited and from which the Successor Agency shall transfer amounts to the Trustee for payment, when due, of the principal of and the interest and redemption premium, if any, on the Bonds. As and to the extent set forth in the Indenture, all such Tax Revenues are exclusively and irrevocably pledged to and constitute a trust fund, in accordance with the terms hereof and the provisions of the Indenture and the Law, for the security and payment or redemption of, including any premium upon early redemption, and for the security and payment of interest on, the Bonds, and any Parity Debt. In addition, the Bonds, and any Parity Debt issued pursuant to a Supplemental Indenture shall be additionally secured at all times by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Redevelopment Obligation Retirement Fund, the Debt Service Fund, the Interest Account, the Principal Account and the Sinking Account and the Redemption Account (as such terms are defined in the Indenture). In addition, Bonds shall be secured at all times by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the 2019 Reserve Subaccount. Except for the Tax Revenues and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium, if any, on the Bonds.

The Bonds maturing on or before September 1, 20\_\_\_\_, are not subject to optional redemption prior to maturity. The Bonds maturing on and after September 1, 20\_\_\_\_ are

subject to redemption, at the option of the Successor Agency on any date on or after September 1, 20\_\_\_\_, as a whole or in part, by such maturities as shall be determined by the Successor Agency, and randomly within a maturity, from any available source of funds, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

[Insert mandatory sinking fund redemption, if applicable]

As provided in the Indenture, notice of redemption shall be given by first class mail no less than 20 nor more than 60 days prior to the redemption date to the respective registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books maintained by the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption.

The Successor Agency has the right to rescind any notice of the optional redemption of Bonds by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default. The Successor Agency and the Trustee have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Indenture.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Corporate Trust Office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of any authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. The Trustee may refuse to transfer or exchange (a) any Bond during the 15 days prior to the date established for the selection of Bonds for redemption, or (b) any Bond selected for redemption.

The Successor Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Successor Agency and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Successor Agency and the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premium (if any) at the time and place and at the rate and in the currency provided herein of any Bond without the express written consent of the registered owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Successor Agency or the Trustee for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This Bond is not a debt of the City of Arvin, the State of California, or any of its political subdivisions, and neither said City, said State, nor any of its political subdivisions is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than those of the Successor Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the Law, the Refunding Law and the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Successor Agency, does not exceed any limit prescribed by the Law, the Refunding Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Successor Agency to the Arvin Community Redevelopment Agency has caused this Bond to be executed in its name and on its behalf with the facsimile signature of the Mayor, City Manager or Finance Director of the City, on behalf of the Successor Agency, and attested by the facsimile signature of the City Clerk of the City, on behalf of the Successor Agency, all as of the Dated Date set forth above.

SUCCESSOR AGENCY TO THE ARVIN  
COMMUNITY REDEVELOPMENT  
AGENCY

By: \_\_\_\_\_  
Mayor, City Manager or Finance Director

ATTEST:

\_\_\_\_\_  
City Clerk

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: \_\_\_\_\_

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Authorized Signatory

Attachment: Arvin Successor Indenture 2019 Bonds (SA Bond Refinance)

(FORM OF ASSIGNMENT)

For value received the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within-registered Bond and hereby irrevocably constitute(s) and appoints(s) \_\_\_\_\_ attorney,

to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

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

Signatures Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Attachment: ArvinSuccessor Indenture 2019 Bonds (SA Bond Refinance)



**EXHIBIT B  
RECOGNIZED OBLIGATION DEBT SERVICE PAYMENT SCHEDULE**

**2019 BONDS**

**Period Ending      Principal      Interest      Total Debt Service**

**2019B BONDS**

**Period Ending      Principal      Interest      Total Debt Service**

Attachment: ArvinSuccessor Indenture 2019 Bonds (SA Bond Refinance)

# ESCROW AGREEMENT

*Relating to the Redemption of:*

*Arvin Community Redevelopment Agency  
Arvin Redevelopment Project  
2005 Tax Allocation Bonds*

*Arvin Community Redevelopment Agency  
Tax Allocation Parity Bonds  
(Arvin Redevelopment Project Area) Series 2008  
(Bank Qualified)*

This ESCROW AGREEMENT (this “**Agreement**”), made and entered into as of \_\_\_\_\_ 1, 2019, by and among the SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California (the “**Agency**”), as successor agency of the ARVIN COMMUNITY REDEVELOPMENT AGENCY (the “**Former Agency**”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, acting as trustee for the hereinafter referenced Prior Bonds (the “**Prior Trustee**”) and as escrow agent (the “**Escrow Agent**”).

## BACKGROUND:

**WHEREAS**, the Former Agency was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (the “**Law**”);

**WHEREAS**, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the Agency has become the successor entity to the Former Agency;

**WHEREAS**, prior to the dissolution of the Former Agency, the Former Agency issued its Arvin Community Redevelopment Agency Arvin Redevelopment Project 2005 Tax Allocation Bonds in the aggregate principal amount of \$6,250,000 (the “2005 Bonds”) for the purpose of providing funds to finance redevelopment activities with respect to the Arvin Redevelopment Project;

**WHEREAS**, prior to the dissolution of the Former Agency, the Former Agency also issued its Arvin Community Redevelopment Agency Tax Allocation Parity Bonds (Arvin Redevelopment Project Area) Series 2008 (Bank Qualified) in the aggregate principal amount of \$3,530,000 (the “2008 Bonds” and together with the 2005 Bonds, the “Prior Bonds”) for the

purpose of providing funds to finance redevelopment activities with respect to the Arvin Redevelopment Project;

**WHEREAS**, the 2005 Bonds were issued pursuant to an Indenture of Trust, dated as of October 1, 2005, by and between the Former Agency and the Prior Trustee (the “**2005 Indenture**”), and may be redeemed by the Agency on any date on and after September 1, 2015 at a redemption price equal to 100% of the principal to be redeemed, plus accrued interest to the redemption date, without premium; and

**WHEREAS**, the 2008 Bonds were issued pursuant to an Indenture of Trust, dated as of August 1, 2008, by and between the Former Agency and the Prior Trustee (the “**2008 Indenture**”), and may be redeemed by the Agency on any date on and after September 1, 2018, at a redemption price equal to 100% of the principal to be redeemed, plus accrued interest to the redemption date, without premium; and

**WHEREAS**, the Agency has determined that it is in the best financial interest of the Agency to refund, at this time, the 2005 Bonds and the 2008 Bonds; and

**WHEREAS**, in order to provide funds for such purpose, the Agency is issuing its Successor Agency to the Arvin Community Redevelopment Agency Tax Allocation Refunding Bonds, Series 2019 (together, the “**2019 Bonds**”) and applying a portion of the proceeds thereof, together with certain other moneys, to defease and redeem all of the outstanding Prior Bonds; and

**WHEREAS**, the 2019 Bonds are being issued pursuant to an Indenture of Trust dated as of \_\_\_\_\_ 1, 2019, between the Agency and Wells Fargo Bank, National Association, as trustee (the “**2019 Trustee**”); and

**WHEREAS**, the Agency wishes to enter into this Agreement with the Escrow Agent for the purpose of providing the terms and conditions relating to the deposit and application of moneys to provide for the payment and redemption of the outstanding Prior Bonds;

**WHEREAS**, the Escrow Agent has full powers to act with respect to said escrow fund and to perform the duties and obligations to be undertaken pursuant to this Agreement;

**NOW, THEREFORE**, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

**Section 1. Appointment of Escrow Agent.** The Agency hereby appoints Wells Fargo Bank, National Association, as escrow agent for all purposes of this Agreement and in accordance with the terms and provisions of this Agreement, and the Escrow Agent hereby accepts such appointment.

**Section 2. Establishment of Escrow Fund.** There is hereby created the Escrow Fund to be held by the Escrow Agent, separate and apart from any funds or accounts of the Escrow Agent or the Agency, as an irrevocable escrow securing payment of principal of and interest on the Prior Bonds as hereinafter set forth.

All cash and Defeasance Securities (as defined herein) in the Escrow Fund are hereby irrevocably pledged as a special fund for the payment and redemption of the Prior Bonds in

accordance with the terms hereof. If at any time the Escrow Agent receives actual knowledge that the cash and amounts in the Escrow Fund will not be sufficient to make any payment required by Section 4 hereof, the Escrow Agent will notify the Agency of such fact and the Agency will immediately cure such deficiency from any source of legally available funds.

As used herein, the term "Defeasance Securities" means the federal securities set forth on Exhibit A hereto and hereby incorporated herein.

**Section 3. Deposit into Escrow Fund; Investment of Amounts.**

(a) Concurrently with the execution and delivery of the 2019 Bonds, the Agency will cause to be transferred to the Escrow Agent for deposit into the Escrow Fund, the amount of \$\_\_\_\_\_, from the following sources, (i) \$\_\_\_\_\_ of which will be held in a subaccount of the Escrow Fund hereby created and known as the "2005 Bonds Account," for the payment and redemption of the 2005 Bonds, and (ii) \$\_\_\_\_\_ of which will be held in a subaccount of the Escrow Fund hereby created and known as the "2008 Bonds Account," for the payment and redemption of the 2008 Bonds. These funds are derived as follows with respect to deposit in the accounts below:

2005 Bonds Account

(i) from the 2019 Trustee out of the proceeds of the 2019 Bonds, the amount of \$\_\_\_\_\_; and

(ii) from the Prior Trustee from funds on hand related to the 2005 Bonds, the amount of \$\_\_\_\_\_.

[(iii) from the Agency from funds on hand from prior RPTTF collections, the amount of \$\_\_\_\_\_.]

2008 Bonds Account

(i) from the 2019 Trustee out of the proceeds of the 2019 Bonds, the amount of \$\_\_\_\_\_; and

(ii) from the Prior Trustee from funds on hand related to the 2008 Bonds, the amount of \$\_\_\_\_\_.

[(iii) from the Agency from funds on hand from prior RPTTF collections, the amount of \$\_\_\_\_\_.]

(b) With respect to the aggregate \$\_\_\_\_\_ deposited into the 2005 Bonds Account of the Escrow Fund, the Escrow Agent will [hold the entire amount in cash, uninvested][invest \$\_\_\_\_\_ of such moneys in the Defeasance Securities described in Exhibit A hereto for the 2005 Bonds, and hold the remaining \$\_\_\_\_\_ in cash uninvested.]

(c) With respect to the aggregate \$\_\_\_\_\_ deposited into the 2008 Bonds Account of the Escrow Fund, the Escrow Agent will [hold the entire amount in cash, uninvested][invest \$\_\_\_\_\_ of such moneys in the Defeasance Securities described in Exhibit A hereto for the 2008 Bonds, and hold the remaining \$\_\_\_\_\_ in cash uninvested.]

The Defeasance Securities and cash will be deposited with and held by the Escrow Agent in the Escrow Fund solely for the uses and purposes set forth herein. The Escrow Agent will have no lien upon or right of set off against the Defeasance Securities and cash at any time on deposit in the Escrow Fund. The Escrow Agent may create such subaccounts within the Escrow Fund as it may require to accomplish the purposes of this Escrow Agreement.

**Section 4. Instructions as to Application of Deposit.** The total amount of Defeasance Securities and cash deposited in the Escrow Fund pursuant to Section 3 will be applied by the Escrow Agent to the payment and redemption of the Prior Bonds in accordance with the agreements governing the Prior Bonds on the date(s) and in the amounts set forth on Exhibit B hereto. Any amounts remaining in the Escrow Fund following the full redemption of all of the Prior Bonds will be transferred by the Escrow Agent to the 2019 Trustee, for deposit to the Interest Account of the Debt Service Fund established and held by the 2019 Trustee with respect to the 2019 Bonds.

**Section 5. Election to Optionally Redeem; Notices.** The Agency hereby irrevocably elects to redeem all of the 2005 Bonds outstanding on \_\_\_\_\_, 2019. The Agency hereby irrevocably elects to redeem all of the 2008 Bonds outstanding on \_\_\_\_\_, 2019.

The Escrow Agent is hereby directed to give a Notice of Defeasance and Redemption of the Prior Bonds on the issuance date of the 2019 Bonds, substantially in the form attached hereto as Exhibit C, to the Municipal Securities Rulemaking Board (MSRB)'s Electronic Municipal Market Access (EMMA) system accessible at the emma.msrb.org website.

**Section 6. Compensation to Escrow Agent.** From proceeds of the 2019 Bonds. the Prior Bonds or other lawfully available sources, the Agency will pay the Escrow Agent full compensation for its duties under this Agreement, including out-of-pocket costs such as publication costs, redemption expenses, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase of any Defeasance Securities after the date hereof. Under no circumstances will amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes.

**Section 7. Immunities and Liabilities of Escrow Agent.**

(i) The Escrow Agent undertakes to perform only such duties as are expressly and specifically set forth in this Agreement and no implied duties or obligations will be read into this Agreement against the Escrow Agent.

(ii) The Escrow Agent will not have any liability hereunder except to the extent of its own gross negligence or willful misconduct.

(iii) The Escrow Agent may consult with counsel of its own choice (which may be counsel to the Agency) and the opinion of such counsel will be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(iv) The Escrow Agent will not be responsible for any of the recitals or representations contained herein.

(v) The Escrow Agent will not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys or Defeasance Securities deposited with it to pay the principal of, and interest on, the Prior Bonds.

(vi) The Escrow Agent will not be liable for any action or omission of the Agency under this Agreement or any related agreement.

(vii) Whenever in the administration of this Agreement the Escrow Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of an authorized representative of the Agency, and such certificate will, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of this Agreement upon the faith thereof.

(viii) The Escrow Agent may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided, and will be protected and indemnified, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Agent signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(ix) The Escrow Agent may at any time resign by giving written notice to the Agency of such resignation. The Agency will promptly appoint a successor Escrow Agent by the resignation date. Resignation of the Escrow Agent will be effective upon acceptance of appointment by a successor Escrow Agent. If the Agency does not promptly appoint a successor, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Agent. After receiving a notice of resignation of an Escrow Agent, the Agency may appoint a temporary Escrow Agent to replace the resigning Escrow Agent until the Agency appoints a successor Escrow Agent. Any such temporary Escrow Agent so appointed by the Agency will immediately and without further act be superseded by the successor Escrow Agent so appointed.

(x) The Agency covenants to indemnify and hold harmless the Escrow Agent against any loss, liability or expense, including legal fees, in connection with the performance of any of its duties hereunder, except the Escrow Agent will not be indemnified against any loss, liability or expense resulting from its gross negligence or willful misconduct.

**Section 8. Amendment.** This Agreement may be amended by the parties hereto, (i) without the consent of the owners of the Prior Bonds, but only if such amendment is made (a) to cure, correct or supplement any ambiguous or defective provision contained herein, (b) to pledge additional security to the payment and redemption of the Prior Bonds, or (c) to deposit additional monies for the purposes of this Agreement, or (ii) with the consent of 100% of the owners of the Prior Bonds outstanding, and only if there will have been filed with the Agency and the Escrow Agent a written opinion of Bond Counsel (as defined in the 2019 Indenture), stating that any such amendment will not materially adversely affect the interests of the owners of the Prior Bonds, and that any such amendment will not cause interest payable with respect to the Prior Bonds or the 2019 Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

**Section 9. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

**Section 10. Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

**Section 11. Severability.** In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

*[Remainder of page intentionally left blank. Signature on next page.]*

**IN WITNESS WHEREOF**, the parties hereto have each caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

**SUCCESSOR AGENCY TO THE ARVIN  
COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
City Manager of the City of Arvin on behalf  
of the Successor Agency

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, *as Prior Trustee and Escrow  
Agent*

By: \_\_\_\_\_  
Vice President

Attachment: Arvin Successor Agency Project 2019 Bonds Escrow Agreement (SA Bond Refinance)

EXHIBIT A  
DEFEASANCE SECURITIES

2005 Bonds Account

2008 Bonds Account

Type of Security	Maturity Date	Par Amount	Rate	Cost	Accrued Interest	Total Cost
<hr/>						
<hr/>						

**EXHIBIT B**  
**SCHEDULE OF PAYMENT AND REDEMPTION**

**2005 Bonds**

<u>Period Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
_____, 2019			

**2008 Bonds**

<u>Period Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
----------------------	------------------	-----------------	--------------

EXHIBIT C

FORMS OF NOTICE OF DEFEASANCE AND REDEMPTION

**Arvin Community Redevelopment Agency  
Arvin Redevelopment Project  
2005 Tax Allocation Bonds**

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Arvin Community Redevelopment Agency (the "Successor Agency") with respect to the captioned bonds (the "Bonds"), that it has defeased all of the outstanding Bonds as of \_\_\_\_\_, 2019, and has irrevocably elected to optionally redeem such Bonds on \_\_\_\_\_, 2019. Amounts sufficient for such redemption have been deposited into an escrow fund held by Wells Fargo Bank, National Association, as escrow agent, for such purpose.

The Bonds that have been defeased and that the Successor Agency has elected to optionally redeem consist of the following:

<u>Maturity Date (September 1)</u>	<u>Outstanding Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number (Base: 043291)*</u>
2018	\$170,000	4.650%	AP8
2019	175,000	4.700	AQ6
2020	185,000	4.750	AR4
2025	1,075,000	5.000	AS2
2035	3,110,000	5.125	AT0

\* CUSIP data are provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Capital IQ. The Successor Agency and the Trustee shall not be responsible for the selection or use of the CUSIP numbers listed above, nor is any representation made as to the accuracy of the CUSIP numbers listed above or as printed on any Bond; the CUSIP numbers are included solely for the convenience of the owners of the Bonds.

T Term Bond

Dated: \_\_\_\_\_, 2019

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
*as Trustee for the Bonds and as Escrow Agent*

Attachment: Arvin Successor Agency Project 2019 Bonds Escrow Agreement (SA Bond Refinance)

**Arvin Community Redevelopment Agency  
Tax Allocation Parity Bonds  
(Arvin Redevelopment Project Area)  
Series 2008  
(Bank Qualified)**

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Arvin Community Redevelopment Agency (the "Successor Agency") with respect to the captioned bonds (the "Bonds"), that it has defeased all of the outstanding Bonds as of \_\_\_\_\_, 2019, and has irrevocably elected to optionally redeem such Bonds on \_\_\_\_\_, 2019. Amounts sufficient for such redemption have been deposited into an escrow fund held by Wells Fargo Bank, National Association, as escrow agent, for such purpose.

The Bonds that have been defeased and that the Authority has elected to optionally redeem consist of the following:

<u>Maturity Date (September 1)</u>	<u>Outstanding Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number (Base: 043291)*</u>
2019	\$95,000	5.5000%	AV5
2038	3,115,000	6.55%	AW3

\* CUSIP data are provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Capital IQ. The Authority and the Trustee shall not be responsible for the selection or use of the CUSIP numbers listed above, nor is any representation made as to the accuracy of the CUSIP numbers listed above or as printed on any Bond; the CUSIP numbers are included solely for the convenience of the owners of the Bonds.

T Term Bond

Dated: \_\_\_\_\_, 2019

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
*as Trustee for the Bonds and as Escrow Agent*

Attachment: Arvin Successor Agency Project 2019 Bonds Escrow Agreement (SA Bond Refinance)

\$ \_\_\_\_\_  
**Successor Agency to the Arvin Community Redevelopment Agency  
Tax Allocation Refunding Bonds, Series 2019**

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2019

Successor Agency to the Arvin Community Redevelopment Agency  
200 Campus Drive  
Arvin, California 93203

Ladies and Gentlemen:

Alamo Capital, a California corporation (the “Underwriter”) offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the Successor Agency to the Arvin Community Redevelopment Agency (the “Agency”) which will be binding upon the Agency and the Underwriter upon the acceptance hereof by the Agency. This offer is made subject to its acceptance by the Agency by execution of this Purchase Agreement and its delivery to the Underwriter on or before 5:00 p.m., California time, on the date hereof. All terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Indenture (as hereinafter defined).

The Agency acknowledges and agrees that: (a) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the Agency and the Underwriter, and the only obligations that the Underwriter has to the Agency with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as such term is defined in Section 15B of The Securities Exchange Act of 1934, as amended) to the Agency; (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Agency with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Agency on other matters); (d) the Underwriter has financial and other interests that may differ from and be adverse to those of the Agency; and (e) the Agency has consulted its own legal, financial, accounting, tax and other advisors to the extent that it has deemed appropriate.

1. Purchase, Sale and Delivery of the Bonds. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Agency for offering to the public, and the Agency hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the: (i) \$ \_\_\_\_\_ aggregate principal amount of the Agency’s Tax Allocation Refunding Bonds, Series 2019 (the “Bonds”), at a purchase price equal to \$ \_\_\_\_\_ (being the aggregate principal amount thereof, plus a net original issue premium of \$ \_\_\_\_\_ and less an Underwriter’s discount of \$ \_\_\_\_\_). The Bonds are to be purchased by the Underwriter from the Agency. [As an

accommodation to the Agency, the Underwriter shall wire directly to the Insurer (defined below) \$\_\_\_\_\_ representing the premium with respect to the Policy (defined below) and the Reserve Policy (defined below).] Such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery are herein sometimes called the “Closing.”

2. The Bonds and Related Documents. The Bonds shall be substantially in the form described in, and shall be issued and secured under the provisions of an Indenture of Trust (the “Indenture”), dated as of \_\_\_\_\_, 2019, by and between the Agency and Wells Fargo Bank, National Association, as trustee (the “Trustee”) and pursuant Part 1.8 and Part 1.85 of Division 24 of the California Health and Safety Code (the “Law”) and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Act”) and a resolution of the Agency adopted on [March 12, 2019] (the “Agency Resolution”). The issuance of the Bonds was approved by the Countywide Oversight Board for the County of Riverside by resolution on [March 28, 2019] (the “Oversight Board Resolution”). The Bonds shall be as described in the Indenture and the Official Statement dated the date hereof relating to the Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the “Official Statement”).

The net proceeds of the Bonds will be used to refund on a current basis all of the outstanding Arvin Community Redevelopment Agency Arvin Redevelopment Project 2005 Tax Allocation Bonds (the “2005 Bonds”) and all of the outstanding Arvin Community Redevelopment Agency Tax Allocation Parity Bonds (Arvin Redevelopment Project Area) Series 2008 (Bank Qualified) (the “2008 Bonds”; and together with the 2005 Bonds, the “Refunded Bonds”), all as set forth in an Escrow Agreement (the “Escrow Agreement”) by and between the Agency and the Trustee, as escrow agent for the Refunded Bonds.

[The Bonds maturing September 1, 20\_\_ through September 1, 20\_\_, inclusive (the “Insured Bonds”), shall be insured under a municipal bond insurance policy (the “Policy”) from \_\_\_\_\_ (the “Insurer”). Additionally, the reserve fund for the Bonds shall be funded with a debt service reserve fund surety policy (the “Reserve Policy”) to be issued by the Insurer.]

The Agency will undertake pursuant to the provisions of a Continuing Disclosure Agreement, to be dated the date of the Closing (the “Continuing Disclosure Agreement”) and executed by the Agency, to provide certain annual information and notices of the occurrence of certain events. A description of the undertaking is set forth in the Preliminary Official Statement (as defined below) and will also be set forth in the Official Statement.

The Indenture, the Continuing Disclosure Agreement, the Escrow Agreement and this Purchase Agreement are sometimes collectively referred to herein as the “Agency Legal Documents.”

### 3. Offering.

(a) It shall be a condition to the Agency’s obligations to sell and to deliver the Bonds to the Underwriter and to the Underwriter’s obligations to purchase, to accept delivery of and to pay for the Bonds that the entire \$\_\_\_\_\_ aggregate principal amount of the Bonds shall be issued, sold and delivered by the Agency and purchased, accepted and paid for by the Underwriter at the Closing. The Underwriter agrees to make a

bona fide public offering of all of the Bonds at the initial public offering prices or yields set forth in Exhibit A hereto and on the inside front cover page of the Official Statement. The Underwriter reserves the right to change, subsequent to the initial public offering, such initial offering prices as it shall deem necessary in connection with the marketing of the Bonds.

(b) The Underwriter agrees to assist the Agency in establishing the issue price of the Bonds and shall execute and deliver to the Agency at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Agency and Bond Counsel (as defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Agency under this section to establish the issue price of the Bonds may be taken on behalf of the Agency by the Agency’s municipal advisor, W.J. Fawell Co. Public Finance (the “Municipal Advisor”) and any notice or report to be provided to the Agency may be provided to the Agency’s Municipal Advisor.

(c) [Except as otherwise set forth in Exhibit A attached hereto,] the Agency will treat the first price at which 10% of each maturity of the Bonds (the “10% test”), identified under the column “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Agency the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Agency the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Agency or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(d) [The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Agency and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Agency to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following.

- (1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Agency promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

(e) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to the Underwriter or another underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(f) The Agency acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been

created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Agency further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(g) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “public” means any person other than an underwriter or a related party;

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the Agency (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other)[; and

(4) “sale date” means the date of execution of this Purchase Agreement by the Agency and the Underwriter].

4. Use and Preparation of Documents. The Agency has caused to be prepared and delivered to the Underwriter prior to the execution of this Purchase Agreement copies of the Preliminary Official Statement dated \_\_\_\_\_, 2019, relating to the Bonds (the “Preliminary

Official Statement”), which was approved by a resolution of the Agency dated \_\_\_\_\_, 2019 (the “Agency OS Resolution”). The Agency ratifies, confirms and approves the use by the Underwriter prior to the date hereof of the Preliminary Official Statement. The Agency has previously deemed the Preliminary Official Statement to be final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”), except for information permitted to be omitted therefrom by Rule 15c2-12. The Agency hereby agrees to deliver or cause to be delivered to the Underwriter, within seven (7) business days of the date hereof, but not less than one (1) business day prior to Closing a sufficient number of copies of the final Official Statement relating to the Bonds, dated the date hereof, which includes all information permitted to be omitted by Rule 15c2-12 and any amendments or supplements to such Official Statement as have been approved by the Agency and the Underwriter (the “Official Statement”) to enable the Underwriter to distribute a single copy of each Official Statement to any potential customer of the Underwriter requesting an Official Statement during the time period beginning when the Official Statement becomes available and ending 25 days after the End of the Underwriting Period (defined below). The Agency hereby approves of the use and distribution (including the electronic distribution) by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds. The Underwriter agrees that it will not confirm the sale of any Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the Official Statement.

5. Representations, Warranties and Agreements of the Agency. The Agency hereby represents, warrants and agrees as follows:

(a) The Agency is a public entity existing under the laws of the State of California, including the Law.

(b) The Agency has full legal right, power and authority to enter into the Agency Legal Documents and carry out and consummate the transactions contemplated by the Agency Legal Documents.

(c) By all necessary official action of the Agency prior to or concurrently with the acceptance hereof, the Agency has duly authorized and approved the preparation and use of the Preliminary Official Statement and the Official Statement, the execution and delivery of the Official Statement and the Agency Legal Documents, and the performance by the Agency of all transactions on its part contemplated by the Agency Legal Documents; and the Agency Legal Documents will constitute legal, valid and binding obligations of the Agency, enforceable against the Agency in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights against public entities in the State of California.

(d) The Agency is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation to which it is subject or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Indenture) or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the execution and delivery of the Agency Legal Documents, and

compliance with the provisions on the Agency's part contained therein, will not in any material respect conflict with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Agency or under the terms of any such constitutional provision, law, regulation or instrument, except as provided by the Indenture and the Escrow Agreement.

(e) Except as described in or contemplated by the Preliminary Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Agency of its obligations under the Agency Legal Documents have been duly obtained.

(f) Except as otherwise disclosed in the Preliminary Official Statement, between the date of this Purchase Agreement and the date of the Closing, the Agency will not, without the prior written consent of the Underwriter, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, payable from Tax Revenues (as defined in the Indenture), nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Agency.

(g) As of the date hereof and except as otherwise disclosed in the Preliminary Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency, public board or body, pending and notice of which has been served upon and received by the Agency or threatened against the Agency, affecting the existence of the Agency or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the execution and delivery of the Agency Legal Documents or the collection of the Tax Revenues or contesting or affecting, as to the Agency, the validity or enforceability of the Agency Legal Documents, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Agency, or in any way contesting or challenging the consummation of the transactions contemplated hereby, or which might result in a material adverse change in the financial condition of the Agency or which might materially adversely affect the Tax Revenues of the Agency; nor is there any known basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the authorization, execution, delivery or performance by the Agency of the Agency Legal Documents.

(h) As of the time of acceptance hereof and as of the date of the Closing, the Agency does not and will not have outstanding any indebtedness which indebtedness is secured by a lien on the Tax Revenues of the Agency superior to or on a parity with the lien provided for in the Indenture on the Tax Revenues, other than as disclosed in the Preliminary Official Statement.

(i) As of the time of acceptance hereof and as of the date of the Closing, the Agency has complied with the filing requirements of the Law, including, without limitation, the filing of all Recognized Obligation Payment Schedules, as required by the Law, other than as disclosed in the Preliminary Official Statement.

(j) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading (except that this representation does not include information relating to The Depository Trust Company or the book-entry only system, the Insurer, the Policy or the Reserve Policy).

(k) As of the date thereof and at all times subsequent thereto to and including the date which is 25 days following the End of the Underwriting Period (as such term is hereinafter defined) for the Bonds, the Preliminary Official Statement did not and the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made not misleading (except that this representation does not include information relating to The Depository Trust Company or the book-entry only system).

(l) If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, an event occurs which would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information herein, in the light of the circumstances under which it was presented, not misleading, the Agency will notify the Underwriter, and, if in the reasonable opinion of the Underwriter or the Agency, or their respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Agency will cooperate in the preparation of an amendment or supplement to the Official Statement in a form and manner approved by the Underwriter, which approval shall not be unreasonably withheld, and shall pay all expenses thereby incurred. For the purposes of this subsection, between the date hereof and the date which is 25 days of the End of the Underwriting Period for the Bonds, the Agency will furnish such information with respect to itself as the Underwriter may from time to time reasonably request. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Agency delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain, directly or as members of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Notwithstanding the foregoing, unless the Underwriter gives notice to the contrary, the "End of the Underwriting Period" shall be the date of Closing.

(m) If the information contained in the Official Statement is amended or supplemented pursuant to paragraph (l) hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Bonds, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact required to be stated therein or necessary to make such information therein in the light of the circumstances under which it

was presented, not misleading (except that this representation does not include information relating to The Depository Trust Company or the book-entry only system).

(n) After the Closing, the Agency will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Underwriter shall reasonably object in writing or which shall be disapproved by counsel for the Underwriter.

(o) Any certificate signed by any officer of the Agency and delivered to the Underwriter shall be deemed a representation by the Agency to the Underwriter as to the statements made therein.

(p) The Agency will apply the proceeds from the sale of the Bonds for the purposes specified in the Indenture and the Official Statement.

(q) The Agency will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter, at the expense of the Underwriter, as it may reasonably request in order to qualify the Bonds for offer and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the Agency will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

(r) The Agency will not act or fail to act in any manner that results in the inclusion in gross income for federal income tax purposes of the interest on the Bonds or State of California income tax purposes of the interest on the Bonds.

(s) Except as disclosed in the Preliminary Official Statement, the Agency has not defaulted in any material respect under any prior continuing disclosure undertaking within the previous five years.

(t) The Oversight Board has duly adopted the Oversight Board Resolution approving the issuance of the Bonds and no further Oversight Board approval or consent is required for the issuing of the Bonds or the consummation of the transactions described in the Preliminary Official Statement.

(u) The Department of Finance of the State (the “Department of Finance”) has issued a letter, dated \_\_\_\_\_, 2019 (the “DOF Letter”), approving the issuance of the Bonds. No further Department of Finance approval or consent is required for the issuance of the Bonds or the consummation of the transactions described in the Preliminary Official Statement. Except as disclosed in the Preliminary Official Statement, the Agency is not aware of the Department of Finance directing or having any basis to direct the County Auditor-Controller to deduct unpaid unencumbered funds from future allocations of property tax to the Agency pursuant to Section 34183 of the Dissolution Act.

6. Closing. At 8:00 A.M., California time, on \_\_\_\_\_, 2019 (the “Closing” or the “Closing Date”), or on such other date as may be mutually agreed upon by the Agency and the Underwriter, the Agency will, subject to the terms and conditions hereof, sell and deliver the Bonds

to the Underwriter, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof in federal funds. Sale, delivery and payment as aforesaid shall be made at the offices of Aleshire & Wynder, LLP (“Bond Counsel”), or such other place as shall have been mutually agreed upon by the Agency and the Underwriter, except that the Bonds (with one certificate for each maturity and otherwise in a form suitable for the book-entry system) shall be delivered to the Underwriter in New York, New York, through the book-entry system of The Depository Trust Company (“DTC”). Unless the DTC Fast Automated Securities Transfer (“FAST”) is utilized, the Bonds will be made available for inspection by DTC at least one business day prior to the Closing.

7. Closing Conditions. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the Agency contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Agency of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter’s obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Agency of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The Underwriter shall receive, within seven (7) business days of the date hereof, but in no event less than 1 business day prior to Closing, copies of the Official Statement (including all information previously permitted to have been omitted from the Preliminary Official Statement by Rule 15c2-12 and any amendments or supplements as have been approved by the Underwriter), in such reasonable quantity as the Underwriter shall have requested;

(b) The representations and warranties of the Agency contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing, and the statements of the officers and other officials of the Agency and the Trustee made in any certificate or other document furnished pursuant to the provisions hereof are accurate;

(c) At the time of the Closing, the Agency Legal Documents shall have been duly authorized, executed and delivered by the respective parties thereto, and the Official Statement shall have been duly authorized, executed and delivered by the Agency, all in substantially the forms heretofore submitted to the Underwriter, with only such changes as shall have been agreed to in writing by the Underwriter, and shall be in full force and effect; and there shall be in full force and effect such resolution or resolutions of the governing body of the Agency as, in the opinion of Bond Counsel, shall be necessary or appropriate in connection with the transactions contemplated hereby;

(d) At the time of the Closing, all necessary official action of the Agency relating to the Official Statement and the Agency Legal Documents shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect; and

(e) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) Bond Counsel Opinion. The approving opinion of Aleshire & Wynder, LLP, Bond Counsel to the Agency, addressed to the Underwriter or accompanied by a letter addressed to the Underwriter entitling the Underwriter to rely on the approving opinion, dated the date of the Closing and substantially in the form included as Appendix C to the Official Statement;

(2) Supplemental Opinion of Bond Counsel. A supplemental opinion or opinions of Bond Counsel addressed to the Underwriter, in form and substance acceptable to the Underwriter, and dated the date of the Closing, stating that the Underwriter may rely on the opinions of Bond Counsel described in paragraph (1) above as if such opinion were addressed to the Underwriter and to the following effect:

(i) The Agency Legal Documents (excluding the Indenture, opinions with respect to which are set forth in Bond Counsel's approving opinion) have been duly authorized, executed and delivered by the Agency and, assuming due authorization, execution and delivery by the other parties thereto, the Agency Legal documents constitute the valid, legal and binding obligations of the Agency enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors rights and by the application of equitable principles if equitable remedies are sought. The preparation, delivery and execution of the Preliminary Official Statement and Official Statement have been duly authorized by the Agency;

(ii) the statements contained in the Official Statement under the captions "INTRODUCTION," "PLAN OF REFUNDING," "THE BONDS," "SECURITY FOR THE BONDS," "TAX MATTERS" and in Appendices B and C insofar as such statements expressly summarize certain provisions of the Indenture, the Escrow Agreement or the opinion of Bond Counsel, are accurate in all material respects;

(iii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(iv) The Refunded Bonds have been legally defeased and discharged.

(3) Agency Counsel Opinion. An opinion of Aleshire & Wynder, LLP, as Counsel to the Agency, dated the date of the Closing and addressed to the Underwriter, in form and substance acceptable to the Underwriter to the following effect:

(i) the Agency is a public body, duly existing under the Constitution and laws of the State, with full right, power and authority to execute, deliver and perform its obligations under the Agency Legal Documents;

(ii) the Agency Resolution and the Agency OS Resolution were duly adopted at meetings of the Agency, called and held pursuant to law, with all public

notice required by law and at which quorums were present and acting throughout; and the Agency Resolution and the Agency OS Resolution are in full force and effect and have not been modified amended or rescinded since their respective adoption date;

(iii) The Agency Legal Documents have been duly authorized, executed and delivered by the Agency and, assuming due authorization, execution and delivery by the other parties thereto, the Agency Legal documents constitute the valid, legal and binding obligations of the Agency enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors rights and by the application of equitable principles if equitable remedies are sought. The preparation, delivery and execution of the Official Statement has been duly authorized by the Agency;

(iv) The execution and delivery of the Agency Legal Documents and the Official Statement and compliance with the provisions of the Agency Legal Documents, under the circumstances contemplated thereby, (1) do not and will not in any material respect conflict with or constitute on the part of the Agency a breach of or default under any agreement or other instrument to which the Agency is a party or by which it is bound, and (2) do not and will not in any material respect constitute on the part of the Agency a violation, breach of or default under any existing law, regulation, court order or consent decree to which the Agency is subject;

(v) Except as otherwise disclosed in the Official Statement, there is no action, suit, or proceeding, pending and served upon the Agency, or (to the best of such counsel's knowledge) threatened, challenging the creation, organization or existence of the Agency, or the validity of the Bonds or the Agency Legal Documents or seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby, or under which a determination adverse to the Agency would have a material adverse effect upon the financial condition or the revenues of the Agency, or which, in any manner, questions the right of the Agency to issue, sell and deliver the Bonds, to enter into the Indenture or to use the Tax Revenues for repayment of the Bonds or affects in any manner the right or ability of the Agency to collect or pledge the Tax Revenues; and

(vi) The information in the Official Statement under the captions "THE SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY," "THE PROJECT AREA," "PROPERTY TAXATION IN CALIFORNIA" and "CONCLUDING INFORMATION — No Litigation" is true and accurate in all material respects; provided, however, that no opinion is expressed as to any financial or statistical information contained therein.

(4) Trustee Counsel Opinion. The opinion of counsel to the Trustee, dated the date of the Closing, addressed to the Underwriter, to the effect that:

(i) The Trustee is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and administer the trusts created under the Indenture and the Escrow Agreement;

(ii) The Indenture and the Escrow Agreement have been duly authorized, executed and delivered by the Trustee and the Indenture and the Escrow Agreement constitute the legal, valid and binding obligations of the Trustee, enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(iii) The Bonds have been duly authenticated by the Trustee; and

(iv) Except as may be required under Blue Sky or other securities laws of any state, no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Indenture or the Escrow Agreement, or the consummation of the transactions contemplated by the Indenture and the Escrow Agreement.

(5) Agency Certificate. A certificate of the Agency, dated the date of the Closing, signed on behalf of the Agency by a duly authorized officer of the Agency, to the effect that:

(i) the representations and warranties of the Agency contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing (except that references to the Preliminary Official Statement shall be deemed to be references to the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date);

(ii) no event affecting the Agency has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(iii) The refunding of the Refunded Bonds with the proceeds of the Bonds will achieve debt service savings in compliance with the parameters set forth in §34177.5(a) of the Health and Safety Code of the State of California in that (A) the total interest cost to maturity on the Bonds plus the principal amount of the Bonds shall not exceed the total remaining interest cost to maturity on the Refunded Bonds plus the remaining principal amount of the Refunded Bonds, and (B) the principal amount of the Bonds shall not exceed the amount required to defease the Refunded Bonds, to establish customary debt service reserves, and to pay related costs of issuance. All Costs of Issuance being paid from proceeds of the Bonds constitute related costs of issuance within the meaning of Section 34177.5(a) of the Health and Safety Code and all Costs of Issuance are properly chargeable to the Bonds in accordance with proper governmental accounting principles.

(iv) The Bonds and the Indenture are consistent with the terms of the Department of Finance approval thereof and no further Department of Finance

approval or consent is required for the issuance of the Bonds or the consummation of the transactions described in the Preliminary Official Statement or the Official Statement;

(v) The Bonds and the Indenture are consistent with the terms of the Oversight Board approval thereof; and

(vi) No further consent is required to be obtained for the inclusion of the Agency's audited financial statements, including the accompanying accountant's letter, for Fiscal Year 2017-18 in the Official Statement.

(6) Trustee's Certificate. A certificate of Trustee, dated the date of Closing, and signed on behalf of the Trustee by a duly authorized officer of the Trustee, to the effect that:

(i) The Trustee is a national banking association duly organized and validly existing under the laws of the United States of America;

(ii) The Trustee has full power, authority and legal right to comply with the terms of the Indenture and the Escrow Agreement and to perform its obligations stated therein; and

(iii) the Indenture and the Escrow Agreement have been duly authorized, executed and delivered by the Trustee and (assuming due authorization, execution and delivery by the Agency) constitute legal, valid and binding obligations of the Trustee in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

(7) Legal Documents. Executed copies of this Purchase Agreement and the other Agency Legal Documents.

(8) Rating Letters. Evidence that the ratings on the [Insured Bonds and the Bonds of “\_\_” and “\_\_,” respectively,] by S&P Global Ratings are in full force and effect on the Closing Date.

(9) Disclosure Letter. A letter of Jones Hall, A Professional Law Corporation, San Francisco, California, in its capacity as Disclosure Counsel, dated the Closing Date and addressed to the Agency and the Underwriter, to the effect that, based upon the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Preliminary Official Statement and the Official Statement, and having made no independent investigation or verification thereof, and stated as a matter of fact and not opinion that, during the course of its representation of the Agency in connection with the preparation of the Preliminary Official Statement and the Official Statement, no facts came to the attention of the attorneys in its firm rendering legal services in connection with the Preliminary Official Statement and the Official Statement which caused them to believe that the Preliminary Official Statement (as of its date and as of the date of this Purchase Agreement) or the Official Statement (as of its date and as of the Closing Date) (except any

CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, management discussion and analysis, environmental litigation, environmental matters, information relating to The Depository Trust Company and its book-entry system, information relating to the Insurer, the Policy or the Reserve Policy, and Appendices \_\_\_\_\_ thereto, included or referred to therein, which shall be expressly excluded from the scope of this paragraph and as to which such firm will express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(10) Municipal Advisor Certificate. A certificate, dated the date of Closing, signed by a duly authorized official of the Municipal Advisor addressed to the Underwriter and the Agency to the effect that:

(i) In connection with its participation in the preparation of the Official Statement and without undertaking any independent investigation and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, nothing has come to the attention of the Municipal Advisor that would lead it to believe that the statements and information contained in the Official Statement as of the date thereof and the date of the Closing, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein as necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and

(ii) The refunding of the Refunded Bonds with the proceeds of the Bonds will achieve debt service savings in compliance with the parameters set forth in §34177.5(a)(1) of the Health and Safety Code of the State of California in that (A) the total interest cost to maturity on the Bonds plus the principal amount of the Bonds shall not exceed the total remaining interest cost to maturity on the Refunded Bonds plus the remaining principal amount of the Refunded Bonds, and (B) the principal amount of the Bonds shall not exceed the amount required to defease the Refunded Bonds, to establish customary debt service reserves, and to pay related costs of issuance.

(11) Fiscal Consultant Certificate. A certificate of HdL Coren & Cone (the “Fiscal Consultant”), dated the date of Closing, to the effect that the report of the Fiscal Consultant (the “Report”) contained in the Official Statement and the information set forth under the captions “THE PROJECT AREA” and “TAX REVENUES” in the Official Statement do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, consenting to the use of the Report in the Preliminary and Official Statement and stating that to the best of the Fiscal Consultant’s knowledge, nothing has to come the Fiscal Consultant’s attention between the date of such Report and the Closing Date which would materially alter any of the conclusions set forth in the Report.

(12) Oversight Board Resolution and DOF Letter. A copy of the adopted Oversight Board Resolution, together with a copy of the DOF Letter.

(13) Certificate Regarding Oversight Board Action. Either (a) a certificate of the Clerk or other appropriate officer of the Oversight Board to the effect that (i) the Oversight Board Resolution was validly adopted at a duly held and properly noticed meeting during which a quorum was present and acting throughout, and (ii) the Oversight Board Resolution remains in full force and effect, and has not been amended, supplemented, modified, superseded or repealed since its date of adoption, or (b) a certificate of the Agency Secretary to the effect that, to the best knowledge of the undersigned, after due inquiry, the Oversight Board Resolution remains in full force and effect and has not been amended, supplemented, modified, superseded or repealed by any other action of the Oversight Board since its date of adoption.

(14) Underwriter's Counsel Opinion. An opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, dated the date of Closing, addressed to the Underwriter, in form and substance satisfactory to the Underwriter.

(15) [Verification]. A verification report prepared by \_\_\_\_\_ in form and substance satisfactory to Bond Counsel and the Underwriter.]

(16) Tax Certificate. A tax certificate with respect to the Bonds in a form acceptable to Bond Counsel.

(17) DTC Letter of Representations. The executed Blanket Letter of Representations of the Agency.

(18) CDIAC Forms. Reports of proposed debt issuance, acknowledgements thereof and final reports to the California Debt and Investment Advisory Commission with respect to each series of the Bonds.

(19) Policy. Evidence satisfactory to the Underwriter of the issuance of the Policy by the Insurer.

(20) Reserve Policy. Evidence satisfactory to the Underwriter that the Trustee shall have received the Reserve Policy from the Insurer.

(21) Opinion of Counsel to the Insurer. An opinion of counsel to the Insurer, in form and substance satisfactory to the Underwriter, Bond Counsel and Underwriter's Counsel, with respect to, among other matters, the Policy and the Reserve Policy, and disclosures relating thereto and to the Insurer in the Official Statement.

(22) Certificate of the Insurer. A certificate of the Insurer, in form and substance satisfactory to the Underwriter, Bond Counsel, and Underwriter's Counsel, with respect to, among other matters, the Policy and the Reserve Policy.

(23) No-Default Certificate of the Insurer. A no-default certificate of the Insurer, in form and substance satisfactory to the Underwriter, Bond Counsel and Underwriter's Counsel.

(24) Additional Documents. Such additional certificates, instruments and other documents as Bond Counsel, the Agency or the Underwriter may reasonably deem necessary.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the Agency or the Trustee shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Agreement, if the Agency shall determine in good faith (and provide written notice to the Underwriter) that legislation has been introduced or proposals made by the Governor of the State which if enacted and effective would impose additional limitations or burdens on the Agency by reason of the issuance of the Bonds or which purport to prohibit the issuance of the Bonds, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and the Underwriter shall be under no further obligation hereunder; provided that Section 9 hereof shall remain in effect in any event.

8. Termination. The Underwriter shall have the right to terminate this Purchase Agreement, without liability therefor, by notification to the Agency if at any time between the date hereof and prior to the Closing:

(a) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State of California, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation by the staff of either such Committee, or by the staff of the Joint Committee on taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or state court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or state authority affecting the federal or state tax status of the Agency, or the interest on bonds or notes (including the Bonds);

(b) there shall exist any event which in the reasonable opinion of the Underwriter either: (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement; or (ii) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information that are contained therein not misleading in any material respect;

(c) there shall have occurred any new outbreak of hostilities or other national or international calamity or crisis or the escalation of any such outbreak, calamity or crisis, the effect of such outbreak, calamity, crisis or escalation on the financial markets of

the United States being such that it, in the reasonable opinion of the Underwriter, materially adversely affects the market price or marketability of the Bonds;

(d) there shall be in force a general suspension of trading on the New York Stock Exchange or other minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or such other exchange, whether by virtue of a determination by that exchange or such other exchange or by orders of the Securities and Exchange Commission or any other governmental authority;

(e) a general banking moratorium shall have been declared by either federal, California or New York authorities having jurisdiction over such matters, which moratorium is in force;

(f) there shall be established any new restrictions on transactions in securities that materially affect the free market for securities (including the imposition of any limitations on interest rates) or the extension of credit by, or the charge to the net capital requirements of, underwriters established by the New York Stock Exchange, the Securities and Exchange Commission, any other federal or state agency or the Congress of the United States, or by Executive Order;

(g) an adverse event has occurred that affects the financial condition or operation of, the Agency which, in the opinion of the Underwriter, requires or has required a supplement or amendment to the Official Statement;

(h) the ratings of the Bonds or any of the Agency's obligations secured in a like manner shall have been downgraded, placed on credit watch or withdrawn by a national rating service, which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds;

(i) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by, any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market price or marketability of the Bonds;

(j) any action, suit or proceeding described in Section 5(g) hereof shall have been commenced which, in the judgment of the Underwriter, materially adversely affects the market price of the Bonds; or

(k) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency that has jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of

1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect.

9. Expenses. The Agency will pay or cause to be paid the approved expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Bonds, including, but not limited to, (a) the cost of the preparation and printing or other reproduction of the Agency Legal Documents (other than this Purchase Agreement); (b) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Fiscal Consultant, counsel to the Agency and any other experts or other consultants retained by the Agency; (c) the costs and fees of the credit rating agencies; (d) the cost of preparing and delivering the definitive Bonds; (e) the cost of providing immediately available funds on the Closing Date; (f) the cost of the printing or other reproduction of the Preliminary Official Statement and Official Statement and any amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof; and (g) expenses (included in the expense component of the underwriter's discount) incurred by the Underwriter on behalf of the City's or the Agency's employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, entertainment of those employees and expenses incurred for the rating presentation and the investor presentation, which are to be reimbursed to the Underwriter by the Successor Agency.

The Underwriter will pay the expenses of the preparation of this Purchase Agreement and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, including costs associated with the marketing of the Bonds, and the fee and disbursements of Underwriter's Counsel. The Underwriter is required to pay the fees of the California Debt and Investment Advisory Commission in connection with the offering of the Bonds and MSRB and CUSIP Bureau fees and expenses to qualify the Bonds for sale under any "blue sky" laws. The Agency acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such fees. Notwithstanding that such fees are solely the legal obligation of the Underwriter, the Agency acknowledges that the Underwriter will pay from the underwriter's expense allocation of the underwriting discount certain fees, including the applicable per bond assessment charge by the California Debt and Investment Advisory Commission.

The Underwriter shall pay, and the Agency shall be under no obligation to pay, all expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds.

10. Notices. Any notice or other communication to be given to the Agency under this Purchase Agreement may be given by delivering the same in writing at the Agency's address set forth above; Attention: City Manager, and to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Alamo Capital, 201 N. Civic Drive, Suite 360, Walnut Creek, California 94596, Attention: Jerry Liang.

11. Parties in Interest. This Purchase Agreement is made solely for the benefit of the Agency and the Underwriter and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements of the Agency contained in this Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Purchase Agreement; and (iii) any termination of this Purchase Agreement.

12. Effectiveness and Counterpart Signatures. This Purchase Agreement shall become effective upon the execution of the acceptance by an authorized officer of the Agency and shall be

valid and enforceable at the time of such acceptance and approval. This Purchase Agreement may be executed by the parties hereto by facsimile transmission and in separate counterparts, each of which when so executed and delivered (including delivery by facsimile transmission) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Headings. The headings of the sections of this Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

14. Governing Law. This Purchase Agreement shall be construed in accordance with the laws of the State of California.

Very truly yours,

ALAMO CAPITAL, a California corporation  
as Underwriter

By: \_\_\_\_\_  
Its: Authorized Officer

Accepted:

SUCCESSOR AGENCY TO THE  
ARVIN COMMUNITY REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
City Manager of the City of Arvin,  
acting on behalf of the Agency

Time of Execution: \_\_\_\_\_ p.m. Pacific Time

Attachment: Bond Purchase Agreement (Arvin TARBS 2019), 4817-2788-8265\_3 (SA Bond Refinance)

EXHIBIT A

MATURITY SCHEDULE

\$ \_\_\_\_\_

SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY  
TAX ALLOCATION REFUNDING BONDS, SERIES 2019

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Used</i>	<i>Hold the Offering Price Rule Used</i>
--	-----------------------------	----------------------	--------------	--------------	--------------------------	--

<sup>I</sup> Indicates Insured Bonds.

<sup>C</sup> Priced to earliest optional redemption date of September 1, 20\_\_, at par.

Optional Redemption of Bonds. The Bonds maturing on or before September 1, 20\_\_ are not subject to optional redemption prior to maturity. The Bonds maturing on or after September 1, 20\_\_ may be redeemed at the option of the Agency prior to maturity on any date on or after September 1, 20\_\_ as a whole, or in part from such maturities as are selected by the Agency, and by lot within a maturity, from funds derived by the Agency from any source, at a redemption price equal to the principal amount of the Bonds being redeemed, without premium, together with accrued interest thereon to the date of redemption.

Mandatory Sinking Fund Redemption. [To come if applicable.]

**EXHIBIT B****FORM OF ISSUE PRICE CERTIFICATE****SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY  
TAX ALLOCATION REFUNDING BONDS, SERIES 2019**

The undersigned, on behalf of Alamo Capital, a California corporation (“Alamo Capital”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***[Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Alamo Capital offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated \_\_\_\_\_, 2019, by and between Alamo Capital and the Issuer, Alamo Capital has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *[Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (\_\_\_\_\_, 2019), or (ii) the date on which Alamo Capital has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the Successor Agency to the Arvin Community Redevelopment Agency.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) [*Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2019.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Alamo Capital’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Aleshire & Wynder, LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

ALAMO CAPITAL, a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2019

Attachment: Bond Purchase Agreement (Arvin TARBS 2019), 4817-2788-8265\_3 (SA Bond Refinance)

**SCHEDULE A**

**SALE PRICES OF THE GENERAL RULE MATURITIES [AND INITIAL OFFERING  
PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES]**

*(Attached)*

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**

*(Attached)*

Attachment: Bond Purchase Agreement (Arvin TARBS 2019), 4817-2788-8265\_3 (SA Bond Refinance)

**\$7,260,000**

Successor Agency to the Arvin Community Redevelopment Agency  
2019 Tax Allocation Refunding Bonds (Bank Qualified)  
Public Sale - Insured with Surety Bond

## Table of Contents

### Report

Refunding Summary	1
Debt Service Schedule	2
PROOF OF GROSS D/S SAVINGS @ 3.9516061%	3
Debt Service Comparison	4
Pricing Summary	5

**\$7,260,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - Insured with Surety Bond

## Refunding Summary

Dated 07/17/2019 | Delivered 07/17/2019

### Sources Of Funds

Par Amount of Bonds	\$7,260,000.00
Reoffering Premium	364,339.65
Transfers from Prior Issue DSR Funds	755,313.76

**Total Sources** **\$8,379,653.41**

### Uses Of Funds

Total Underwriter's Discount (1.500%)	108,900.00
Costs of Issuance	285,000.00
Gross Bond Insurance Premium ( 50.0 bp)	51,543.10
Surety Bond Fee	54,855.63
Deposit to Current Refunding Fund	7,874,475.00
Rounding Amount	4,879.68

**Total Uses** **\$8,379,653.41**

### Flow of Funds Detail

State and Local Government Series (SLGS) rates for  
 Date of OMP Candidates

Current Refunding Escrow Solution Method	Net Funded
Total Cost of Investments	\$7,874,475.00
Total Draws	\$7,874,475.00

### Issues Refunded And Call Dates

Series 2005	7/17/2019
Series 2008	7/17/2019

### PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 3.952%(AIC)	1,603,976.16
Contingency or Rounding Amount	4,879.68
Net Present Value Benefit	\$1,608,855.84

Net PV Benefit / \$7,710,000 Refunded Principal	20.867%
Net PV Benefit / \$7,260,000 Refunding Principal	22.161%
Average Annual Cash Flow Savings	95,561.12
Total New Net D/S	10,308,620.07
Total Prior D/S	12,219,842.54
Total Cashflow Savings	1,911,222.47

### Bond Statistics

Average Life	11.333 Years
Average Coupon	3.7052976%

Net Interest Cost (NIC)	3.3948359%
Bond Yield for Arbitrage Purposes	3.3389487%
True Interest Cost (TIC)	3.3426939%
All Inclusive Cost (AIC)	3.9516061%

Series 2019 - Public Offer | SINGLE PURPOSE | 1/31/2019 | 8:13 AM

**\$7,260,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - Insured with Surety Bond

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/01/2019	-	-	-	-
09/01/2020	225,000.00	4.000%	317,988.69	542,988.69
09/01/2021	270,000.00	4.000%	274,356.26	544,356.26
09/01/2022	285,000.00	4.000%	263,556.26	548,556.26
09/01/2023	290,000.00	4.000%	252,156.26	542,156.26
09/01/2024	305,000.00	5.000%	240,556.26	545,556.26
09/01/2025	315,000.00	5.000%	225,306.26	540,306.26
09/01/2026	330,000.00	5.000%	209,556.26	539,556.26
09/01/2027	350,000.00	5.000%	193,056.26	543,056.26
09/01/2028	365,000.00	5.000%	175,556.26	540,556.26
09/01/2029	385,000.00	5.000%	157,306.26	542,306.26
09/01/2030	405,000.00	3.000%	138,056.26	543,056.26
09/01/2031	420,000.00	3.125%	125,906.26	545,906.26
09/01/2032	435,000.00	3.125%	112,781.26	547,781.26
09/01/2033	440,000.00	3.250%	99,187.50	539,187.50
09/01/2034	455,000.00	3.375%	84,887.50	539,887.50
09/01/2035	475,000.00	3.375%	69,531.26	544,531.26
09/01/2036	485,000.00	3.500%	53,500.00	538,500.00
09/01/2037	505,000.00	3.500%	36,525.00	541,525.00
09/01/2038	520,000.00	3.625%	18,850.00	538,850.00
<b>Total</b>	<b>\$7,260,000.00</b>	<b>-</b>	<b>\$3,048,620.07</b>	<b>\$10,308,620.07</b>

### Yield Statistics

Bond Year Dollars	\$82,277.33
Average Life	11.333 Years
Average Coupon	3.7052976%
Net Interest Cost (NIC)	3.3948359%
True Interest Cost (TIC)	3.3426939%
Bond Yield for Arbitrage Purposes	3.3389487%
All Inclusive Cost (AIC)	3.9516061%

### IRS Form 8038

Net Interest Cost	3.1715740%
Weighted Average Maturity	11.101 Years

**\$7,260,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - Insured with Surety Bond

**PROOF OF GROSS D/S SAVINGS @ 3.9516061%**

Date	NEW GROSS D/S	OLD GROSS D/S	SAVINGS	PV Factor	Present Value
09/01/2019	-	442,687.50	442,687.50	0.9952288x	440,575.34
09/01/2020	542,988.69	659,400.00	116,411.31	0.9570368x	112,088.55
09/01/2021	544,356.26	662,362.50	118,006.24	0.9203105x	109,857.10
09/01/2022	548,556.26	664,037.50	115,481.24	0.8849936x	103,384.65
09/01/2023	542,156.26	659,887.50	117,731.24	0.8510319x	101,308.96
09/01/2024	545,556.26	660,237.50	114,681.24	0.8183735x	94,900.53
09/01/2025	540,306.26	659,762.50	119,456.24	0.7869684x	95,014.74
09/01/2026	539,556.26	658,462.50	118,906.24	0.7567685x	90,948.22
09/01/2027	543,056.26	661,031.26	117,975.00	0.7277275x	86,773.69
09/01/2028	540,556.26	657,506.26	116,950.00	0.6998009x	82,719.37
09/01/2029	542,306.26	658,143.76	115,837.50	0.6729460x	78,788.96
09/01/2030	543,056.26	657,687.50	114,631.24	0.6471217x	74,977.12
09/01/2031	545,906.26	661,137.50	115,231.24	0.6222884x	72,415.46
09/01/2032	547,781.26	663,168.76	115,387.50	0.5984081x	69,671.83
09/01/2033	539,187.50	658,850.00	119,662.50	0.5754441x	69,397.22
09/01/2034	539,887.50	658,437.50	118,550.00	0.5533615x	66,057.74
09/01/2035	544,531.26	661,606.26	117,075.00	0.5321262x	62,677.56
09/01/2036	538,500.00	658,100.00	119,600.00	0.5117058x	61,501.30
09/01/2037	541,525.00	657,675.00	116,150.00	0.4920691x	57,353.86
09/01/2038	538,850.00	654,975.00	116,125.00	0.4731859x	55,047.47
<b>Total</b>	<b>\$10,308,620.07</b>	<b>\$12,975,156.30</b>	<b>\$2,666,536.23</b>	<b>-</b>	<b>\$1,985,459.69</b>

Attachment: Arvin SARDA - Series 2019 - Insured with Surety - 01-31-19 (SA Bond Refinance)

**\$7,260,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - Insured with Surety Bond

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
09/01/2019	-	-	442,687.50	442,687.50
09/01/2020	542,988.69	542,988.69	659,400.00	116,411.31
09/01/2021	544,356.26	544,356.26	662,362.50	118,006.24
09/01/2022	548,556.26	548,556.26	664,037.50	115,481.24
09/01/2023	542,156.26	542,156.26	659,887.50	117,731.24
09/01/2024	545,556.26	545,556.26	660,237.50	114,681.24
09/01/2025	540,306.26	540,306.26	659,762.50	119,456.24
09/01/2026	539,556.26	539,556.26	658,462.50	118,906.24
09/01/2027	543,056.26	543,056.26	661,031.26	117,975.00
09/01/2028	540,556.26	540,556.26	657,506.26	116,950.00
09/01/2029	542,306.26	542,306.26	658,143.76	115,837.50
09/01/2030	543,056.26	543,056.26	657,687.50	114,631.24
09/01/2031	545,906.26	545,906.26	661,137.50	115,231.24
09/01/2032	547,781.26	547,781.26	663,168.76	115,387.50
09/01/2033	539,187.50	539,187.50	658,850.00	119,662.50
09/01/2034	539,887.50	539,887.50	658,437.50	118,550.00
09/01/2035	544,531.26	544,531.26	253,062.50	(291,468.76)
09/01/2036	538,500.00	538,500.00	658,100.00	119,600.00
09/01/2037	541,525.00	541,525.00	657,675.00	116,150.00
09/01/2038	538,850.00	538,850.00	308,205.00	(230,645.00)
<b>Total</b>	<b>\$10,308,620.07</b>	<b>\$10,308,620.07</b>	<b>\$12,219,842.54</b>	<b>\$1,911,222.47</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	1,985,459.69
Effects of changes in DSR investments	(381,483.52)
Net PV Cashflow Savings @ 3.952%(AIC)	1,603,976.16
Contingency or Rounding Amount	4,879.68
Net Present Value Benefit	\$1,608,855.84
Net PV Benefit / \$7,710,000 Refunded Principal	20.867%
Net PV Benefit / \$7,260,000 Refunding Principal	22.161%

### Refunding Bond Information

Refunding Dated Date	7/17/2019
Refunding Delivery Date	7/17/2019

**\$7,260,000**

Successor Agency to the Arvin Community Redevelopment Agency  
 2019 Tax Allocation Refunding Bonds (Bank Qualified)  
 Public Sale - Insured with Surety Bond

## Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
09/01/2020	Serial Coupon	4.000%	1.750%	225,000.00	102.487%	-	-	-	230,595.75
09/01/2021	Serial Coupon	4.000%	1.830%	270,000.00	104.495%	-	-	-	282,136.50
09/01/2022	Serial Coupon	4.000%	1.930%	285,000.00	106.241%	-	-	-	302,786.85
09/01/2023	Serial Coupon	4.000%	2.090%	290,000.00	107.504%	-	-	-	311,761.60
09/01/2024	Serial Coupon	5.000%	2.210%	305,000.00	113.439%	-	-	-	345,988.95
09/01/2025	Serial Coupon	5.000%	2.340%	315,000.00	115.087%	-	-	-	362,524.05
09/01/2026	Serial Coupon	5.000%	2.470%	330,000.00	116.427%	-	-	-	384,209.10
09/01/2027	Serial Coupon	5.000%	2.610%	350,000.00	117.387%	-	-	-	410,854.50
09/01/2028	Serial Coupon	5.000%	2.760%	365,000.00	117.952%	-	-	-	430,524.80
09/01/2029	Serial Coupon	5.000%	2.920%	385,000.00	118.111%	-	-	-	454,727.35
09/01/2030	Serial Coupon	3.000%	3.100%	405,000.00	99.063%	-	-	-	401,205.15
09/01/2031	Serial Coupon	3.125%	3.180%	420,000.00	99.448%	-	-	-	417,681.60
09/01/2032	Serial Coupon	3.125%	3.220%	435,000.00	98.987%	-	-	-	430,593.45
09/01/2033	Serial Coupon	3.250%	3.270%	440,000.00	99.772%	-	-	-	438,996.80
09/01/2034	Serial Coupon	3.375%	3.360%	455,000.00	100.125%	c 3.364%	09/01/2029	100.000%	455,568.75
09/01/2035	Serial Coupon	3.375%	3.460%	475,000.00	98.953%	-	-	-	470,026.75
09/01/2036	Serial Coupon	3.500%	3.540%	485,000.00	99.486%	-	-	-	482,507.10
09/01/2037	Serial Coupon	3.500%	3.620%	505,000.00	98.412%	-	-	-	496,980.60
09/01/2038	Serial Coupon	3.625%	3.700%	520,000.00	98.975%	-	-	-	514,670.00
<b>Total</b>	-	-	-	<b>\$7,260,000.00</b>	-	-	-	-	<b>\$7,624,339.65</b>

### Bid Information

Par Amount of Bonds	\$7,260,000.00
Reoffering Premium or (Discount)	364,339.65
Gross Production	\$7,624,339.65
Total Underwriter's Discount (1.500%)	\$(108,900.00)
Bid (103.518%)	7,515,439.65
Total Purchase Price	\$7,515,439.65
Bond Year Dollars	\$82,277.33
Average Life	11.333 Years
Average Coupon	3.7052976%
Net Interest Cost (NIC)	3.3948359%
True Interest Cost (TIC)	3.3426939%

Series 2019 - Public Offer | SINGLE PURPOSE | 1/31/2019 | 8:13 AM

**BEFORE THE KERN COUNTYWIDE OVERSIGHT BOARD**

In the matter of:

Resolution No. \_\_\_\_\_

**RESOLUTION OF THE KERN COUNTYWIDE OVERSIGHT BOARD TO THE FORMER ARVIN COMMUNITY REDEVELOPMENT AGENCY APPROVING THE ISSUANCE OF REFUNDING BONDS BY THE SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY, MAKING CERTAIN DETERMINATIONS WITH RESPECT TO THE REFUNDING BONDS AND PROVIDING OTHER MATTERS RELATING THERETO**

I, \_\_\_\_\_ Karneena Morales \_\_\_\_\_, Secretary on behalf of the Oversight Board, do certify that the following resolution on motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, was duly passed and adopted by the Board of Directors at an official meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote.

**AYES:**

**NOES:**       None

**ABSENT:**   None

\_\_\_\_\_  
Secretary on behalf of the Oversight Board  
Kern Countywide Oversight Board

**WHEREAS**, the Arvin Community Redevelopment Agency (the “Former Agency”) was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (the “Law”);

**WHEREAS**, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists, and pursuant to Section 34173, the Successor Agency to the Arvin Community Redevelopment Agency (the “Successor Agency”) has become the successor entity to the Former Agency;

**WHEREAS**, pursuant to Section 34179, this Countywide Oversight Board for the County of Kern (this “Oversight Board”) has been established;

**WHEREAS**, prior to the dissolution of the Former Agency, the Former Agency issued its Arvin Community Redevelopment Agency Arvin Redevelopment Project 2005 Tax Allocation Bonds in the aggregate principal amount of \$6,250,000 (the “2005 Bonds”) for the purpose of providing funds to finance redevelopment activities with respect to the Arvin Redevelopment Project;

**WHEREAS**, prior to the dissolution of the Former Agency, the Former Agency also previously issued its Arvin Community Redevelopment Agency Tax Allocation Parity Bonds (Arvin Redevelopment Project Area) Series 2008 (Bank Qualified) in the aggregate principal amount of \$3,530,000 (the “2008 Bonds” and together with the 2005 Bonds, the “Prior Bonds”) for the purpose of providing funds to finance redevelopment activities with respect to the Arvin Redevelopment Project;

**WHEREAS**, Section 34177.5 authorizes the Successor Agency to issue refunding bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Refunding Law”) for the purpose of achieving debt service savings within the parameters set forth in Section 34177.5(a)(1) (the “Savings Parameters”);

**WHEREAS**, to determine compliance with the Savings Parameters for purposes of the issuance by the Successor Agency of its Successor Agency to the Arvin Community Redevelopment Agency Tax Allocation Refunding Bonds, Series 2019, in one or more series (the “Refunding Bonds”), the Successor Agency has caused its municipal advisor, W.J. Fawell Co. Public Finance (the “Municipal Advisor”), to prepare an analysis of the potential savings that will accrue to the Successor Agency and to applicable taxing entities as a result of the use of the proceeds of the Refunding Bonds to refund the Prior Bonds (the “Debt Service Savings Analysis”);

**WHEREAS**, the Successor Agency by its resolution adopted on March \_\_\_\_, 2019 (the “Successor Agency Resolution”) approved the issuance of the Refunding Bonds pursuant to Section 34177.5(a)(1);

**WHEREAS**, in the Successor Agency Resolution, the Successor Agency approved the issuance of the Refunding Bonds and authorized the execution and delivery of the Indenture of Trust, by and between the Successor Agency and Wells Fargo Bank, National Association, as trustee, providing for the issuance of the Refunding Bonds (the “Indenture”);

**WHEREAS**, in the Successor Agency Resolution, the Successor Agency also requested that this Oversight Board direct the Successor Agency to undertake the refunding proceedings and approve the issuance of the Refunding Bonds pursuant to the Successor Agency Resolution and the Indenture and that this Oversight Board make certain determinations described below on which the Successor Agency will rely in undertaking the refunding proceedings and the issuance of the Refunding Bonds;

**WHEREAS**, this Oversight Board has completed its review of the refunding proceedings and the Debt Service Savings Analysis and wishes at this time to give its approval to the foregoing;

**NOW THEREFORE, COUNTYWIDE OVERSIGHT BOARD FOR THE COUNTY OF KERN DOES HEREBY RESOLVE AS FOLLOWS:**

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

2. Ratification and Adoption of Successor Agency Resolution. The Successor Agency Resolution is hereby ratified and approved as set forth in the recitals above.

3. Determination of Savings. This Oversight Board has determined that there are savings permitted by to Health & Safety Code Section 34177.5(a) available to the Successor Agency and to applicable taxing entities by the issuance by the Successor Agency of the Refunding Bonds to refund and defease the Prior Bonds, all as evidenced by the Debt Service Savings Analysis on file with the Clerk of the Oversight Board, which Debt Service Savings Analysis is hereby approved.

4. Direction and Approval of Issuance of the Bonds. As authorized by Section 34177.5(f), the Oversight Board hereby directs the Successor Agency to undertake the refunding proceedings and as authorized by Section 34177.5(f) and Section 34180, this Oversight Board hereby directs and approves the issuance by the Successor Agency of the Refunding Bonds pursuant to Section 34177.5(a)(1) and under other applicable provisions of the Law and the Refunding Law and as provided in the Successor Agency Resolution and the Indenture in an aggregate principal amount not to exceed the amount necessary to defease the Prior Bonds, to establish customary debt service reserves and to pay related costs of issuance as permitted by the Law, provided that the principal and interest payable with respect to the Refunding Bonds complies in all respects with the requirements of the Savings Parameters, as shall be certified to by the Municipal Advisor upon delivery of the Refunding Bonds or any part thereof. The Refunding Bonds may be issued as a single series, or in two or more separate series, each of which may be issued on a taxable or tax-exempt basis, as the Successor Agency shall determine is necessary to comply with Federal tax laws. The Refunding Bonds may be issued via private placement or public offering, as determined by Successor Agency staff, in consultation with the Successor Agency's Municipal Advisor and its Bond Counsel, Aleshire & Wynder, LLP. The approval of the issuance of the Refunding Bonds by the Successor Agency and the Oversight Board shall constitute the approval of each and every separate series of Refunding Bonds and the sale of the Refunding Bonds.

[5. Sale and Delivery of Refunding Bonds in Whole or in Part. The Oversight Board hereby approves the sale and delivery of the Refunding Bonds in whole, provided that there is compliance with the Savings Parameters. However, if such Savings Parameters cannot be met with respect to refunding the whole of the Prior Bonds, then the Oversight Board approves the sale and delivery of the Refunding Bonds to refund the Prior Bonds from time to time in part. In the event the Prior Bonds are initially refunded in part, the Successor Agency is hereby authorized to sell and deliver additional Refunding Bonds without the prior approval of this Oversight Board provided that in each such instance the Refunding Bonds so sold and delivered to refund the Prior Bonds in part are in compliance with the Savings Parameters.]

6. Determinations by the Oversight Board. As requested by the Successor Agency, the Oversight Board makes the following determinations upon which the Successor Agency shall rely in undertaking the refunding proceedings and the issuance of the Refunding Bonds:

(a) The Successor Agency is authorized, as provided in Section 34177.5(f), to recover its costs related to the issuance of the Refunding Bonds from the proceeds of the Refunding Bonds, including the cost of reimbursing the City for administrative staff time

spent with respect to the authorization, issuance, sale and delivery of the Refunding Bonds;

(b) The application of proceeds of the Refunding Bonds by the Successor Agency to the refunding and defeasance of all or a portion of the Prior Bonds, as well as the payment by the Successor Agency of costs of issuance of the Refunding Bonds, as provided in Section 34177.5(a), shall be implemented by the Successor Agency promptly upon sale and delivery of the Refunding Bonds, notwithstanding Section 34177.3 or any other provision of law to the contrary, without the approval of the Oversight Board, the California Department of Finance, the Kern County Auditor-Controller or any other person or entity other than the Successor Agency;

(c) The Successor Agency shall be entitled to receive its full Administrative Cost Allowance under Section 34183(a)(3) without any deductions with respect to continuing costs related to the Refunding Bonds, such as trustee's fees, auditing and fiscal consultant fees and continuing disclosure and rating agency costs (collectively, "Continuing Costs of Issuance"), and such Continuing Costs of Issuance shall be payable from property tax revenues pursuant to Section 34183. In addition and as provided by Section 34177.5(f), if the Successor Agency is unable to complete the issuance of the Refunding Bonds for any reason, the Successor Agency shall, nevertheless, be entitled to recover its costs incurred with respect to the refunding proceedings of the Refunding Bonds from such property tax revenues pursuant to Section 34183 without reduction in its Administrative Cost Allowance; and

(d) This Resolution constitutes the approval of the Oversight Board of the Refunding Bonds pursuant to Health & Safety Code Sections 34177.5(f) and 34180.

7. Effective Date. Pursuant to Health and Safety Code Section 34177.5(f) and Section 34179(h), this Resolution shall be effective five (5) business days after proper notification hereof is given to the California Department of Finance unless the California Department of Finance requests a review of the actions taken in this Resolution, in which case this Resolution will be effective upon approval by the California Department of Finance.

8. Transmittal. The Successor Agency is hereby directed to transmit this Resolution to the California Department of Finance.



---

# Successor Agency to the Arvin Community Redevelopment Agency

Refunding of the  
\$6,250,000 Arvin Community Redevelopment Agency  
Arvin Redevelopment Project, 2005 Tax Allocation Bonds  
&  
\$3,530,000 Arvin Community Redevelopment Agency  
Arvin Redevelopment Project, 2008 Tax Allocation Parity Bonds

# Agenda

---



Finance Team

Overview of Legal Documents

Estimated Savings

Costs of Issuance

Summary Schedule

Questions



---

# Finance Team



# Finance Team

---

- The Finance Team includes:
  - W. J. Fawell Co., Public Finance – Municipal Financial Advisor
    - William J. Fawell, President (760) 942-2442 bill@wjfawellco.com
  - Aleshire & Wynder, LLP – Bond Counsel
    - Anita Luck, Partner (949) 250-5426 aluck@awattorneys.com
  - Jones Hall – Disclosure Counsel
    - James A. Wawrzyniak, Jr., Partner (415) 392-5780 jwawrzyniak@joneshall.com
  - Alamo Capital – Bond Underwriter
    - Jerry Liang, Senior Vice President (925) 956-0127 jliang@alamocapital.com
  - Stradling Yocca Carlson & Rauth, P.C. – Underwriter Counsel
    - Scott Shaver, Shareholder (888) 993-7311 sshaver@sycr.com
  - HdL Coren & Cone – Fiscal Consultant
    - Dave Schey, Principal (909) 861-4335 dschey@hdlccpropertytax.com



---

# Overview of Legal Documents



# Overview of Legal Documents

---

- Resolution to Adopt Debt Management Policy
  - Debt Management Policy
    - Compliance with CA Senate Bill 1029 (SB 1029) and addresses the following:
      - The purposes for which the debt proceeds may be used
      - The types of debt that may be issued
      - The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable
      - Policy goals related to the issuer's planning goals and objectives
      - The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use
      - Debt Policy satisfies legal requirements for debt issued by the Successor Agency, as well as the City and the Arvin Financing Authority



# Overview of Legal Documents

---

- Resolution Authorizing Sale of Refunding Bonds and Approving Related Documents (Series 2019 Tax Allocation Bonds)
  - Resolution authorizes up to \$8,500,000 of 2019 Bonds to refund the 2005 & 2008 tax allocation bonds for savings
  - Form of Indenture of Trust
    - Agreement between the Successor Agency to the Arvin Community Redevelopment Agency (the “Successor Agency”) and Wells Fargo Bank, National Association (“Trustee”) for the benefit of the owners of the 2019 Bonds
  - Form of Escrow Agreement related to Series 2005 and Series 2008 Bonds
    - Instructions given by the Successor Agency to the Trustee for the purpose of refunding the 2 prior series of bonds
  - Form of Bond Purchase Agreement
    - Agreement between the Successor Agency and Underwriter pursuant to which the underwriter agrees to accept delivery of and pay for the bonds based on the terms and conditions contained in the agreement
  - Accompanying Savings Analysis shows savings to Successor Agency and affected taxing entities as result of issuance of 2019 Bonds, in compliance with Dissolution Act



---

# Estimated Savings and Total Debt Service

# Estimated Debt Service & Gross Savings\* (Refunding of 2005 & 2008 Bonds)



Date	SERIES 2019A D/S	PRIOR BOND D/S	BUDGETARY SAVINGS	PV Factor @ 3.9516061%	Gross PV
9/1/2019	-	\$442,688	\$442,688	0.9952288	\$440,575
9/1/2020	\$542,989	\$659,400	\$116,411	0.9570368	\$112,089
9/1/2021	\$544,356	\$662,363	\$118,006	0.9203105	\$109,857
9/1/2022	\$548,556	\$664,038	\$115,481	0.8849936	\$103,385
9/1/2023	\$542,156	\$659,888	\$117,731	0.8510319	\$101,309
9/1/2024	\$545,556	\$660,238	\$114,681	0.8183735	\$94,901
9/1/2025	\$540,306	\$659,763	\$119,456	0.7869684	\$95,015
9/1/2026	\$539,556	\$658,463	\$118,906	0.7567685	\$90,948
9/1/2027	\$543,056	\$661,031	\$117,975	0.7277275	\$86,774
9/1/2028	\$540,556	\$657,506	\$116,950	0.6998009	\$82,719
9/1/2029	\$542,306	\$658,144	\$115,838	0.6729460	\$78,789
9/1/2030	\$543,056	\$657,688	\$114,631	0.6471217	\$74,977
9/1/2031	\$545,906	\$661,138	\$115,231	0.6222884	\$72,415
9/1/2032	\$547,781	\$663,169	\$115,388	0.5984081	\$69,672
9/1/2033	\$539,188	\$658,850	\$119,663	0.5754441	\$69,397
9/1/2034	\$539,888	\$658,438	\$118,550	0.5533615	\$66,058
9/1/2035	\$544,531	\$661,606	\$117,075	0.5321262	\$62,678
9/1/2036	\$538,500	\$658,100	\$119,600	0.5117058	\$61,501
9/1/2037	\$541,525	\$657,675	\$116,150	0.4920691	\$57,354
9/1/2038	\$538,850	\$654,975	\$116,125	0.4731859	\$55,047
<b>Total</b>	<b>\$10,308,620</b>	<b>\$12,975,156</b>	<b>\$2,666,536</b>	<b>-</b>	<b>\$1,985,460</b>

\*As of 1/31/19. Preliminary, Subject to change.

# Estimated Present Value Savings\* (Refunding of 2005 & 2008 Bonds)



Issue Summary	
All Inclusive Interest Cost	3.952%
Budgetary Debt Service Savings	\$2,666,536
Gross PV Debt Service Savings	\$1,985,460
Effects of changes in DSRF	(\$381,484)
Rounding Amount	4,880
<b>Net Present Value Benefit**</b>	<b>\$1,608,856</b>
<b>Net Present Value/Refunded Principal</b>	<b>20.867%</b>

\*As of 1/31/19. Preliminary, Subject to change.

\*\*Totals may not add due to rounding.



# Projected Increase of RPTTF by Taxing Entity\*

Taxing Entity	Allocation	Total Budgetary Savings
County General Fund	15.779%	\$ 420,753
County Advertising	0.070%	1,867
County Fire Fund	9.898%	263,934
Arvin General Fund	5.115%	136,393
ERAF	13.315%	355,049
South Kern Cemetery	0.449%	11,973
Kern Vector Cont.	0.845%	22,532
Bear Mountain Recreation & Park	2.533%	67,543
Kern County Water Agency	0.672%	17,919
Arvin Union	21.768%	580,452
Di Giorgio	0.000%	-
Kern Joint Union High	21.166%	564,399
Kern Joint Community College	6.335%	168,925
Education	2.053%	54,744
<b>Total Savings**</b>		<b>\$ 2,666,536</b>

\*As of 1/31/19. Preliminary, Subject to change.

\*\*Total may not add due to rounding.



---

# Costs of Issuance



# Costs of Issuance

---

- The costs of issuance for the Series 2019 Refunding is estimated to be \$505,180 (about 6.96 points) consisting of:
  - City of Arvin reimbursable expense and staff time (\$64,000),
  - Municipal Financial Advisor fee (\$55,000),
  - Bond Counsel fee (\$60,000),
  - Disclosure Counsel fee (\$35,000),
  - Underwriter fee (including underwriter's counsel) (\$123,900),
  - Redevelopment Consultant fee (\$18,500),
  - Rating Agency fee (\$15,000),
  - Credit Enhancement & Surety Bond (\$106,400)
  - Trustee/Escrow Agent fee (\$5,500), and
  - other miscellaneous fees related to regulatory, closing of the bond transaction and contingency (\$21,880)
- Fees associated with issuing the Series 2019 Bonds will be paid from bond proceeds and most fees are contingent upon closing of the transaction.



---

# Summary Schedule



# Summary Schedule

March 12, 2019	<ul style="list-style-type: none"><li>• Successor Agency meeting to approve Resolution approving refunding &amp; legal documents including the Bond Purchase Agreement</li></ul>
March 28, 2019	<ul style="list-style-type: none"><li>• Kern Countywide Oversight Board meeting to approve refunding and Successor Agency Resolution</li></ul>
April 2, 2019	<ul style="list-style-type: none"><li>• Send refunding request to State of CA, Dept. of Finance (DOF) to obtain approval for refunding (DOF has up to 65 days to respond)</li></ul>
May 28, 2019	<ul style="list-style-type: none"><li>• Successor Agency meeting to approve form of the POS</li></ul>
June 6, 2019	<ul style="list-style-type: none"><li>• Deadline for receiving DOF approval of refunding; 65 day response time ends</li></ul>
June 10, 2019	<ul style="list-style-type: none"><li>• Release POS and begin marketing the Series 2019 Bonds</li></ul>
June 26, 2019	<ul style="list-style-type: none"><li>• Pricing and sale of the Series 2019 Bonds</li></ul>
July 17, 2019	<ul style="list-style-type: none"><li>• Closing of the Series 2019 Bonds</li></ul>



---

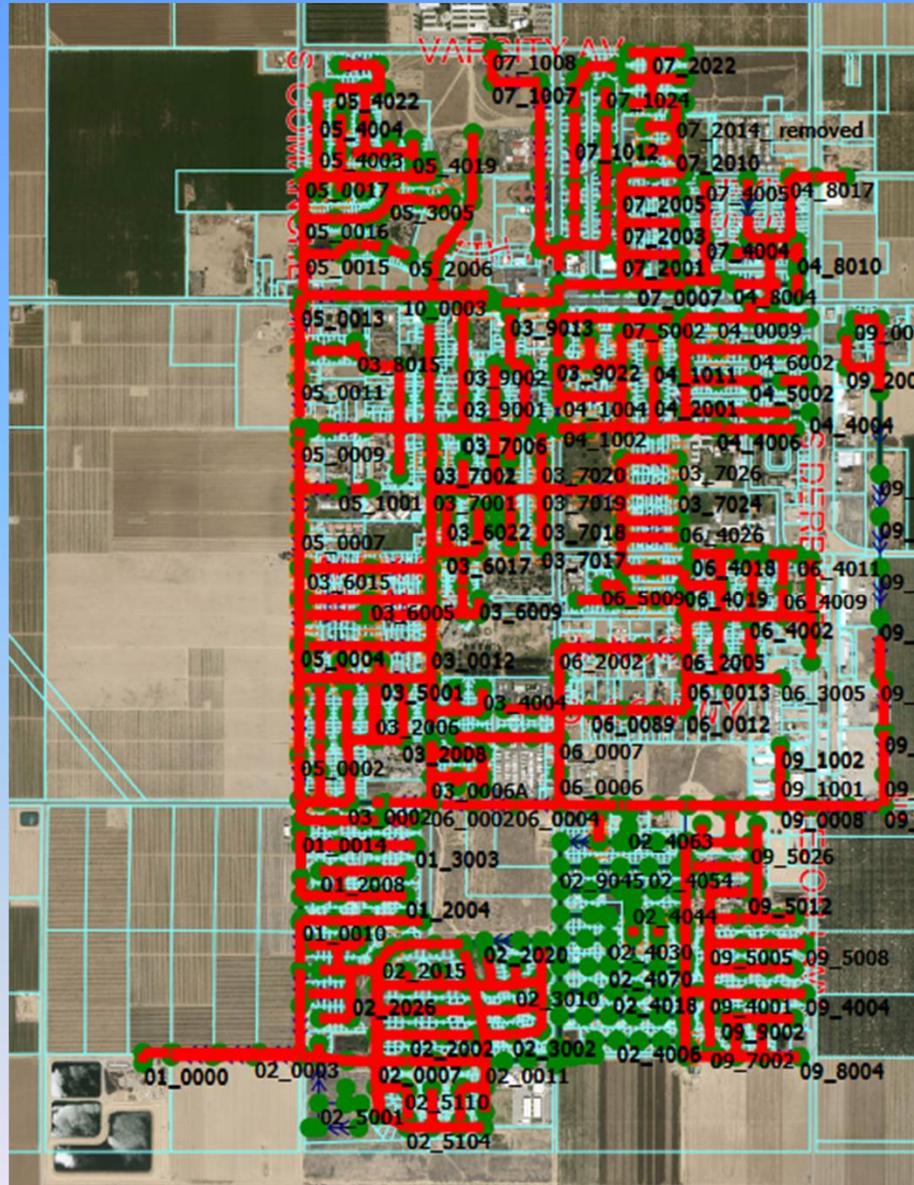
# Questions?



# ANNUAL REPORT FY 2018-2019

## SIGNIFICANT EVENTS AND ACCOMPLISHMENTS

- **We will complete 21 years without a Lost Time or OSHA Recordable accident on May 1**
- **Completed third full year of continuous sludge hauling.**
  - **Shipped 2,058 wet tons, 306 dry tons**
- **Performed Video Inspection of over 24,800 feet of sewers**
- **Cleaned approximately 58,360 feet of sewers**
  - **Semi-Annual Hot Spots and Cleaning Route 6 are scheduled for April and June 2019**
- **Donated \$7,778 to nonprofit organizations**



Resourcing the world  VEOLIA



## ANNUAL REPORT FY 2018-2019

### SIGNIFICANT EVENTS AND ACCOMPLISHMENTS (CONTINUED)

- **Initiated Collection System Master Plan**
  - **Develop capital needs by reviewing a representative sample of completed video inspections and visual inspection of most of the system manholes.**
- **Initiated Treatment Plant Master Plan**
  - **Determine best long term, >20 years, effluent utilization strategy**
  - **Identify best fit for capital improvements to treatment plant to address current and future, >20 years, flows and organic loadings**
- **Construction of new influent flow meter (June-July 2019)**

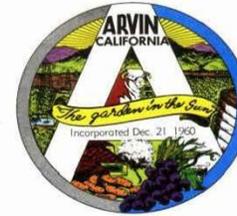


## COMMUNITY INVOLVEMENT

- **Donated \$7,778 to local youth organizations**
  - **Project Manager Dale Ducharme attended most Arvin Lions Club meetings**
  - **Volunteered at the annual fireworks stand and annual clay shoot fundraising events**
- **Provided Veolia / City of Arvin label bottled water for a number of community events including:**
  - **City Council meetings, Arvin Chamber of Commerce events, Flower Seed Festival and Lions Club Clay Shoot**



ANNUAL CONTRIBUTIONS SUMMARY



Purpose / recipient	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Arvin HS We the People	\$500	\$500	\$500	\$1,000	\$1,000	\$2,200	\$2,250	\$2,000	\$2,000	\$1,666	
Yes on L	\$1,000										
Arvin HS HOSA		\$600		\$1,000	\$1,000	\$2,200	\$2,250	\$2,000	\$1,500	\$1,666	\$1,389
American Cancer Society		\$200									
CWEA-GES		\$50			\$50		\$500				
Arvin HS Lady Grizzlies		\$1,000									
Arvin Lions Clay Shoot			\$100	\$200		\$0		\$200			
Arvin Lions Golf Tournament			\$200	\$200	\$200	\$200	\$200				
Bakersfield College Women's B Ball				\$350							
Arvin Police Activities League					\$100	\$1,400	\$1,000	\$714			
CWEA Tri-Counties TOY					\$150						
Arvin Boxing Club						\$1,400	\$1,500	\$714	\$1,500	\$1,666	\$1,111
Arvin Soccer League						\$500	\$1,000	\$714	\$1,000		
Arvin Little League						\$1,400		\$714	\$1,000		\$1,111
Haven Drive Fall Festival						\$700		\$1,000			
Arvin Grizzlies Wrestling							\$1,000	\$714			
Grizzly Football							\$1,000	\$714			
Unidos Soccer League								\$714	\$1,000		
Arvin High School Bear Boosters									\$1,000		
Arvin High School Wrestling Team									\$1,000		
Arvin High Marching Band										\$1,666	
Arvin High School Future Farmers of America										\$1,666	\$1,389
Arvin High School Choir											\$1,389
Arvin High School Wind Ensemble											\$1,389
Ivy League Project Youth 2 Leaders											
Arvin High School Inspiration Club										\$1,666	
<b>Annual Totals</b>	<b>\$1,500</b>	<b>\$2,350</b>	<b>\$800</b>	<b>\$2,750</b>	<b>\$2,500</b>	<b>\$10,000</b>	<b>\$10,700</b>	<b>\$10,200</b>	<b>\$10,000</b>	<b>\$9,996</b>	<b>\$7,778</b>

Two contribution requests could not be completed. Arvin Little League W-9 suspended by IRS and Youth 2 Leaders failed to provide Veolia with required information to set the organization up as a vendor with Veolia accounts payable



## PLANNED ACTIVITIES 2017-2018

- **Clean Routes 6-9**
- **Clean hot spots twice (April and October)**
- **Video inspection of 10% of sewer system**
  - **Including all sewers constructed within the last year prior to expiration of one year warranty.**
- **Contribute over \$10,000 to Arvin nonprofit groups**
- **Construct new Parshall Flume**
- **Develop Sewer System Master Plan**
- **Develop Treatment Plant Master Plan**



## **RECOMMENDED CAPITAL PROJECTS**

**ALL CAPITAL PROJECTS SUBJECT TO COUNCIL APPROVAL AND  
PROCUREMENT OF AFFORDABLE FUNDING**

- **Begin Design of Treatment Plant Improvements at the end of 2019**
- **Begin Design of most critical Sewer System Repairs or Replacements**



## SEWER RATE STUDY (PROP 218)

- **California law requires the City to perform a study to determine the appropriate rates to charge for sewer service**
  - **Current rates adopted 2014**
- **Rates must be based on actual operating costs and established capital repair and upgrade needs**
- **Aggressive studies, outlined on the previous slide, are needed this year to provide accurate costs for the Prop 218 study**



# QUESTIONS?





ANNUAL REPORT  
PRESENTED TO CITY OF ARVIN  
CONTRACT OBLIGATION B.6

Fiscal Year 2018-2019

**SIGNIFICANT EVENTS AND ACCOMPLISHMENTS:**

1. Will complete 21 years without a Lost Time or OSHA Recordable accident May 1, 2019
2. Completed third full year of continuous sludge hauling
  - a. Dewatered and shipped 2,058 wet tons, 306 dry tons of biosolids
3. Cleaned and inspected over 20,000 feet of sewers
  - a. Most of this year's inspections were of areas where problems had been observed in the past, including most of Walnut Ave.
    - i. Walnut Ave was inspected late at night at low flow and found to be generally in good condition. Flowing half full at mid-day is to be expected of a main trunk sewer serving over 90% of the design population.
  - b. Most of the problems proved to be temporary and have been remedied by regular cleaning
4. Cleaned approximately 58,360 feet of sewer mains
  - a. Includes 19,332 feet of "hot spot" sewers
5. Continued annual community donations of \$10,000 (\$2,222 not completed due to IRS issues with intended recipients).
  - a. Participated in Arvin Lion's Club annual fireworks sales and annual clay shoot to raise money for Arvin youth.
6. Worked with City Engineer to design and construct treatment plant pavement improvements needed to facilitate loading and moving sludge haul bins.
7. Replaced two of three digester air blowers.

**PLANNED ACTIVITIES APRIL 2019 – MARCH 2020**

1. Clean Routes 6-9
2. Clean “hot spots” twice
3. Video inspect 10% of sewer system
  - A. To include all new sewer mains to ensure integrity prior to City final acceptance.
4. Construct new Parshall Flume and pipe to increase flow to oxidation ditch at wastewater treatment plant. Contract awarded to Speiss Construction. Should be complete in July.
5. Develop Sewer Collection System Master Plan by November 2019.
  - a. Master plan will include all elements required by State regulations requiring engineering evaluation of capacity as well and a comprehensive Capital Improvement Plan.
6. Develop a Treatment Plant Master Plan by November 2019
  - a. Master plan will include list of viable options for long term effluent reuse along with the anticipated capital and O&M costs with recommendations.

**RECOMMENDED CAPITAL IMPROVEMENTS**

1. The City should begin design of Treatment Plant Improvements at the end of 2019 or early in 2020.
2. The City should begin design of rehabilitation or replacement of concrete sewers in the downtown area that were installed in the 1930's

**ASSIST CITY WITH CAPITAL IMPROVEMENT FUNDING**

1. Work with the City Grant Writer to apply for grants or low interest loans to fund capital improvement needs identified in the two master plans.
2. It is recommended that the City begin a rate study immediately after the two master plans are adopted. The City will likely need to increase rates to proceed with capital improvements.



## City of Arvin - General Fund Revenue Analysis

Fiscal Year 2018-19 as of 01/31/19. % of year = 58

Report updated 02/26/19. dollars in thousands (\$000)

Category	Budget	YTD	Budget %
Administrative Cost Recovery	297	148	49.8%
Business License etc.	56	37	66.1%
Franchise Fees	445	150	33.7%
Grants	34	23	67.6%
Planning Department Fees	578	126	21.8%
Police Department Fees	38	21	55.3%
Property Tax Fees	256	143	55.9%
Rental of Facilities	54	29	53.7%
*Sales Tax - general	750	520	69.3%
*Sales Tax - Measure L	1,783	941	52.8%
**Vehicle License Fees/taxes	1,963	972	49.5%
One-Time Revenue	-		0.0%
<b>Total General Fund Revenue YTD</b>	<b>6,254</b>	<b>3,110</b>	<b>49.7%</b>

\* Sales tax is through December 2018, not January 2019

\*\* Vehicle License Fees received in December and April.

City of Arvin - General Fund Expense Analysis  
 Fiscal Year 2018-19 as of 01/31/19. % of year = 58

Dollars in thousands (000)

Category	Budget	YTD	Budget %
Salaries and Benefits	4,199	2,119	50.5%
Kern County Fire Contract	531	310	58.4%
General City Expenses	401	183	45.6%
*Professional Service Contracts	210	354	168.6%
Maintenance	225	130	57.8%
Legal	246	174	70.7%
Information Technology	128	54	42.2%
Utilities	226	140	61.9%
<b>Total General Fund Expenses</b>	<b>6,166</b>	<b>3,464</b>	<b>56.2%</b>

\*Prof Serv Contracts: (354k year to date)

Planning/Engineering:

JAS Pacific - Planning	139
JAS Pacific - Build Inspect	40
DeWalt - Engineering	78
Other	15

Planning/Engineering total	272
----------------------------	-----

Administration:

Audit	48
Sphere of Influence Study	20
City Manager Recruitment	7

Administration total	75
----------------------	----

Police	7
--------	---