

[DEVELOPER LETTERHEAD]

**RE: Petition (Including Consent And Waiver) Requesting Annexation To
Kerman Landscape and Lighting District No. 1 (Vesting Tentative Tract Map
No. 6447)**

Dear City Council of the City of Kerman:

The undersigned landowner does hereby certify under penalty of perjury that the following statements are all true and correct:

1. The undersigned is authorized to represent the landowner identified below and is its designated representative to request and petition the City Council (the "Council") of the City of Kerman (the "City") for annexation to Kerman Landscape and Lighting District No. 1 ("District No. 1") pursuant to the provisions of Landscaping and Lighting Act of 1972 ("Act"), commencing at California Streets and Highways Code section 22500 *et seq.*, and to authorize certain other consents and waivers contained herein. The boundaries of the territory to be annexed are described on Exhibit "A" hereto and by this reference incorporated herein.

2. The landowner hereby certifies that as of the date indicated opposite of the undersigned's signature, the landowner listed herein is the owner of the property within the proposed annexation boundary of District No. 1, (the "Property"), which Property's boundary is further described in Exhibit "A" hereto.

3. The landowner, pursuant to Sections 22607 and 22585 *et seq.* of the Act, hereby requests that proceedings be commenced:

(a) To annex the Property to District No. 1 for the purposes including the following:

- The installation or construction of public lighting, facilities, including, but not limited to, street lights;
- The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands;
- The installation or construction of irrigation systems;
- The maintenance and servicing of any of the foregoing.

(b) To authorize the levy of assessments on the Property in accordance with the rate and method of apportionment of District No. 1 to finance the above-mentioned services, incidental expenses and fees; and

(c) To authorize the issuance of bonds for District No. 1 if applicable.

4. In accordance with the provisions of the Act, and specifically Section 22608 for annexation proceedings, resolutions, report, notices of hearing, and right of majority protest shall be waived with written consent of the owners of property within the territory to be annexed, the landowner (i) expressly waives the resolutions, report, notices of hearing, and right of majority protest, and consents to a public hearing and adoption of a Resolution by the City Council ordering annexation and levy of the Property; and (ii) expressly waives any requirement to have a ballot and majority protest proceeding per Government Code Section 53753 or as may be permitted by the Act.

5. The landowner expressly waives all applicable waiting periods for the election and waives the requirement for analysis, engineer's report, etc., and consents to not having such materials provided to the landowner, and expressly waives any requirements as to the form of the ballot.

6. The landowner acknowledges that the last levy for annexation into LLD No. 1 was in the amount of \$369.84 and the assessment process for this annexation maybe in an approximate similar amount and that the levy may be adjusted by the City annually consistent with the Act.

7. The undersigned warrants it is the owner of one hundred percent (100%) of the Property. The undersigned warrants that there are no liens or encumbrances on the Property in the favor of any lender, including but not limited to any deeds of trust, mortgages, leases, or liens of a similar nature.

8. The undersigned agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this petition, including any amount of cash deposit required to pay for the City's costs related to annexing into District No. 1.

9. The undersigned agrees to cooperate with the City, its attorneys and consultants and provide all information and disclosures required by the City regarding the assessment to purchasers of the Property or any part of it.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I hereunto set my hand this ____ day of June 2025.

OWNER:

Joseph Crown Construction and
Development, Inc.,
a California Corporation

By: _____
Joseph Donald Crown
President

The address of the above owner for receiving notices is:

To: Joseph Crown Construction and
Development, Inc.
5320 E. Pine Avenue
Fresno, CA 93727
Attention: Joseph Donald Crown
Phone: (559) 840-7971
E-mail: jcrown@crownliving.com

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF Kerman THIS
____ DAY OF JUNE 2025.

Josie Camacho, City Clerk

EXHIBIT A

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

Lots 5, 6, 7, 8, and the East Quarter of Lots 25, 26, 27, and 28 of the Fresno Irrigated Farms Company Tract, recorded in Book 8, Page 1 of Record of Surveys, Fresno County Records, also being within the Northeast Quarter of Section 11, Township 14 South, Range 17 East, Mount Diablo Base and Meridian:

Excepting therefrom that portion lying east of the following described line:

COMMENCING at the East Quarter corner of said Section 11; thence South 89°52'32" West, along the South line of said Northeast Quarter, a distance of 660.73 feet; thence North 0°07'28" West, a distance of 20.00 feet to the South line of said Lot 8 and the Point of Beginning; thence continuing North 0°07'28" West, a distance of 1299.53 feet to a point on the North line of said Lot 5 said point being 680.22 feet westerly along said North line and prolongation thereof from the East line of said Northeast Quarter of Section 11, and also being the Point of Termination.

