

Attachment 'B'

[DEVELOPER LETTERHEAD]

**RE: Petition (Including Consent And Waiver) Requesting Annexation To
Kerman Landscape and Lighting District No. 1 (Vesting Tentative Tract Map
No. 6430)**

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 \$377.59 and the assessment process for this annexation may be 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 July 2025.

OWNER:

[LAND OWNER(S) NAME AND ENTITY
TYPE, IF ANY]

By: _____
[SIGNATORY NAME AND ENTITY
TYPE, IF ANY] *{Documentation of signing
authority will be required}*

The address of the above owner for receiving notices is:

To: [LAND OWNER(S) NAME AND
ENTITY TYPE, IF ANY]
[ADDRESS LINE 1]
[ADDRESS LINE 2]
Attention:
Phone:
E-mail:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF KERMÁN THIS
____ DAY OF JULY 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:

TRACT ONE:

Lot 17 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County.

TOGETHER WITH, the Northerly 25.00 feet of that parcel of land granted to the Southern Pacific Railroad Company in the Deed recorded November 16, 1888, in Book 87, Page 157 of Deeds of Fresno County, lying between the West line of the Northeast quarter of Section 14, Township 14 South, Range 17 East, Mount Diablo Base and Meridian according to the Official Plat thereof, and the Southerly extension of the West line of Lot 16 of said Fresno Irrigated Farms Co. Tract, being Parcel 2, in the Deed executed by Union Pacific Railroad Company, a Delaware corporation formerly known as Southern Pacific Transportation Company, a Delaware corporation, to Kenneth R. Boyd and Susan K. Boyd, as Trustees of the Boyd Trust dated December 23, 1999, said Deed recorded November 29, 2004, as Document No. 2004-0265622, of Official Records.

TOGETHER WITH, that portion of West California Avenue, as abandoned by Resolution No. 04-76, recorded July 11, 2006, as Document No. 2006-0144355, of Official Records, which would pass by operation of Law.

ALSO TOGETHER WITH, all that portion of said land conveyed in the Grant Deed recorded June 7, 2024, as Document No. 2024-0050304, of Official Records, the land therein being described as follows:

Being a portion of the Northeast quarter of Section 14, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof, lying Northerly of the North Right-of-Way line of that certain parcel of land granted to the Southern Pacific Railroad Company by deed recorded November 16, 1888 in Book 87 at Page 157 of Official Records of Fresno County, and being more particularly described as follows:

BEGINNING, at the North quarter corner of said Section 14; Thence, along the North line of the Northeast quarter of said Section 14, North 89°49'20" East, 1319.72 feet to the Southerly extension of the West line of Lot 16 of the Fresno Irrigated Farms Company Tract recorded in Book 8 of Record of Surveys at Page 1, Fresno County Records; Thence, along said Southerly extension, South 00°45'28" West, 29.70 feet to the North

line of said Southern Pacific Railroad Company Right-of-Way, also being the North line of that certain Quitclaim Deed between the Union Pacific Railroad Company and Kenneth R. Boyd as recorded November 29, 2004 as Document No. 2004-0265622 of Official Records of Fresno County; Thence, along the North line of said Southern Pacific Railroad Company Right-of-Way, North 89°59'57" West, 1319.62 feet to the West line of the Northeast quarter of said Section 14; Thence, along said West line of the Northeast quarter of Section 14, North 00°38'13" East, 21.57 to the POINT OF BEGINNING.

EXCEPTING FROM, that portion lying within said Lot 17, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded June 13, 1947, in Volume 2533, Pages 185, 286 & 287 of Official Records, as Document No. 31682.

EXCEPTING FROM, that portion lying within the land conveyed by Union Pacific Railroad Company, a Delaware corporation formerly known as Southern Pacific Transportation Company, a Delaware corporation, in the Deed recorded November 29, 2004, as Document No. 2004-0265622, of Official Records, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, TOGETHER WITH, the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantees the heirs, successors or assigns of said Trust. Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantees, Grantor reserves all income (including, without limitation, rentals, license fees and royalties from any existing license and other existing rights to use the Property and renewals thereof) granted by Grantor or Grantor's predecessors in interest. Grantees agree that if Grantees receive any such income, Grantees will promptly forward the income to Grantor.

EXCEPTING FROM, those portions lying within the Northeast quarter of said Section 14, less the Southern Pacific Railroad right-of-way, all oil, gas and other hydrocarbon substances in and under said premises, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as set forth in paragraphs (a), (b), (c) and (d), in said Deed, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded January 15, 1945, in Volume 2224, Page 109 of Official Records, as Document No. 2064.

APN: 020-041-45s and 020-041-47s and Portion of APN: 020-160-36s

TRACT TWO:

Lot 18 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County.

EXCEPTING THEREFROM, the South 75 feet of the West 100 feet thereof, as described in the Deed recorded November 21, 1951, in Book 3091, Page 43 of Official Records, as Document No. 61176.

ALSO EXCEPTING THEREFROM, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded April 2, 1945, in Volume 2245, Pages 1 & 2 of Official Records, as Document No. 13312

APN: 020-160-36s (portion)

TRACT THREE:

The South 75 feet of the West 100 feet of Lot 18 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County, as described in the Deed recorded November 21, 1951, in Book 3091, Page 43 of Official Records, as Document No. 61176.

EXCEPTING THEREFROM, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded April 2, 1945, in Volume 2245, Pages 1 & 2 of Official Records, as Document No. 13312

APN: 020-160-36s (Portion)

FINAL MAP NO. 6430 WHISPERING FALLS

A PLANNED DEVELOPMENT
IN THE CITY OF KERNAN, COUNTY OF FRESNO, STATE OF CALIFORNIA
IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 14 SOUTH, RANGE 17 EAST, A.D.B. & M.
SHEET 4 OF 4 SHEETS

