

RECORDING REQUESTED BY:
City of Reedley

WHEN RECORDED, MAIL TO:

City of Reedley
Engineering Department
1733 9th Street
Reedley, CA 93654



2019-0024976

FRESNO County Recorder
Paul Dictos, CPA

Wednesday, Mar 13, 2019 10:53:52 AM

Titles: 1

Pages: 8

Fees:	\$0.00
CA SB2 Fee:	\$0.00
Taxes:	\$0.00
Total:	\$0.00

CITY OF REEDLEY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENT TO AGREEMENT FOR DEFERMENT OF DEVELOPMENT
REQUIREMENTS OF THE CITY OF REEDLEY TO DO WORK AND TO PAY
COSTS AFTER NOTICE AND CREATING LIEN ON REAL PROPERTY**

- ☒ Exempt from SB2 fees per Government Code Section 273881(a)(2)(D)
- ☒ Exempt from recording fees per Government Code Sections 6103 and 27383

THIS PAGE IS ADDED TO PROVIDE DECLARATION OF BUILDING
HOMES & JOBS ACT (SB2-2017) FEE EXEMPTION

ADDITIONAL RECORDING FEES MAY APPLY

FOR THE BENEFIT OF THE CITY OF REEDLEY
WHEN RECORDED RETURN TO
AND RECORDING REQUESTED BY:

Engineering Division

City of Reedley

1733 Ninth Street

Reedley, California 93654-2636

Exempt from SB 2 fees per GC 273881(a)(2)(D)

APN: APNs 370-240-57 and 370-240-58

ADDRESS: 10060 South Buttonwillow Avenue

PROJECT: Parcel Map No. 206

**FIRST AMENDMENT TO AGREEMENT FOR DEFERMENT OF DEVELOPMENT
REQUIREMENTS OF THE CITY OF REEDLEY TO DO WORK AND TO PAY COSTS
AFTER NOTICE AND CREATING LIEN ON REAL PROPERTY**

This First Amendment to Agreement for Deferral of Development Requirements of the City of Reedley to do Work and to Pay Costs after Notice and Creating Lien on Real Property ("First Amendment") is entered into effective on 3/8, 2019, by and between the City of Reedley, a municipal corporation ("City") and Storage Properties, LP, a California limited partnership ("Owner").

WHEREAS, City and JCT Development II, LLC ("JCT") entered into an Agreement for Deferral of Development Requirements of the City of Reedley to do Work and to Pay Costs after Notice and Creating Lien on Real Property, dated April 12, 2006, ("Agreement") which is incorporated herein by reference; and

WHEREAS, at the time of the Agreement, JCT was the owner of both Parcel A and Parcel B of Parcel Map No. 206, and the City approved Parcel Map No. 206 subject to certain conditions to be performed by JCT; and

WHEREAS, the Agreement provided that the portion of the condition of Parcel Map No. 206 requiring JCT to underground the overhead utility lines on South Buttonwillow Avenue at the west property line of Parcel A (the "Buttonwillow Avenue Undergrounding Improvements") would be deferred until certain events in the future; and

WHEREAS, JCT subsequently transferred ownership of Parcel A and Parcel B, and Owner now owns both Parcel A and Parcel B of Parcel Map No. 206; and

WHEREAS, Owner has proposed to develop Parcel B, and also proposed a lot line adjustment between Parcel A and Parcel B which will decrease the size of Parcel A and increase the size of Parcel B to accommodate the proposed development on Parcel B; and

WHEREAS, Parcel A is no longer subject to a life estate in favor of Mr. H. Wayne Ens, but remains improved with a single family residence, and Owner does not wish to develop Parcel A at this time; and

WHEREAS, Owner does not want the proposed lot line adjustment between Parcel A and Parcel B or the development on property that was formerly Parcel A at the time of the Agreement to trigger the requirement in the Agreement for Owner to perform the Buttonwillow Avenue Undergrounding Improvements, but rather Owner desires to continue deferring the Buttonwillow Avenue Undergrounding Improvements until a building permit is issued for development on Parcel A, and City is willing to allow for such a deferment; and

WHEREAS, City and Owner mutually desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the above recitals and their mutual promises, and other valuable consideration, the sufficiency of which is hereby acknowledged, City and Owner agree as follows.

1. Recitals. The recitals stated above are true and correct and are a substantive part of this First Amendment.

2. Amendment to Section 1 of Agreement. Section 1 of the Agreement is hereby amended to read in its entirety as follows:

“1. The Buttonwillow Avenue Undergrounding Improvements are hereby deferred until the issuance of a building permit by the City for development on Parcel A that is either a non-residential use or an intensified residential use beyond the existing single family residential use of Parcel A.”

3. Amendment to Section 3 of Agreement. Section 3 of the Agreement is amended to read in its entirety as follows:

“3. The issuance of a building permit by the City for development on Parcel A shall constitute notice from the City to Owner to perform the Buttonwillow Avenue Undergrounding Improvements required by the applicable Parcel Map No. 206 condition(s), and Owner must complete the Buttonwillow Avenue Undergrounding Improvements within either two (2) years after the building permit is issued, or before the City issues a certificate of occupancy for the development on Parcel A, whichever is earlier.

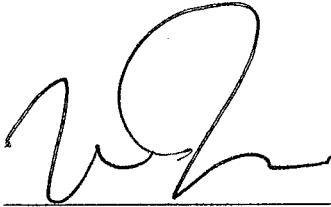
4. All Other Terms Remain in Effect. Except as expressly set forth herein, all other terms of the Agreement shall remain unchanged and in full force and effect, including all capitalized terms defined in the Agreement unless otherwise defined in this First Amendment, and the Agreement shall be interpreted so as to give full force and effect to this First Amendment.

[Signatures on Page 3]

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY

CITY OF REEDLEY, a municipal corporation

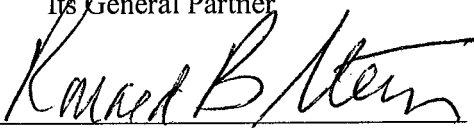
By 

Nicole R. Zieba, City Manager

OWNER

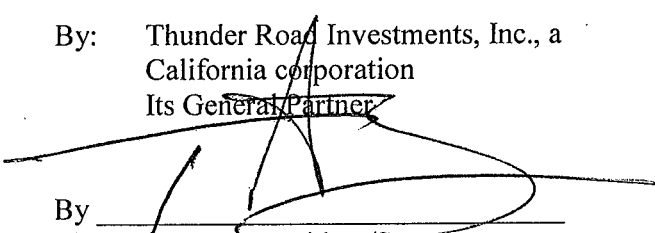
**STORAGE PROPERTIES, LP,
a California limited partnership**

By: Telco, Inc., a California corporation
Its General Partner

By 

Ronald B. Stein, President

By: Thunder Road Investments, Inc., a
California corporation
Its General Partner

By 

Tim A. Somers, President/Secretary

[Attach a Notary Acknowledgement for each signature]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Fresno

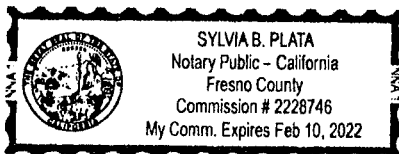
On March 8 2019
Date

before me, Sylvia B. Plata, Notary Public
Here Insert Name and Title of the Officer

personally appeared Nicole R. Zieba

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Sylvia B. Plata
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: First Amendment to Agreement

Document Date: 3-8-2019 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of LOS ANGELES)

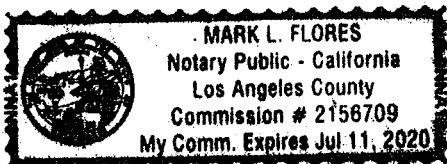
On 3-1-19 before me, MARK L. FLORES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared RONALD B. STEIN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature MF2
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: 1ST ADDENDUM TO AGREEMENT Document Date: 3-1-19
Number of Pages: 4 Signer(s) Other Than Named Above: JIM A. SUMERU

Capacity(ies) Claimed by Signer(s)

Signer's Name: RONALD B. STEIN

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: HIMSELF

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of LOS ANGELES)

On 3-1-19 before me, MARK L. FLORES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared: TIM A. SOMERS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: 1ST AMENDMENT TO AGREEMENT Document Date: 3-1-19
Number of Pages: 4 Signer(s) Other Than Named Above: RONALD B. STEIN

Capacity(ies) Claimed by Signer(s)

Signer's Name: TIM A. SOMERS

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: HIIMSELF

Signer's Name: _____

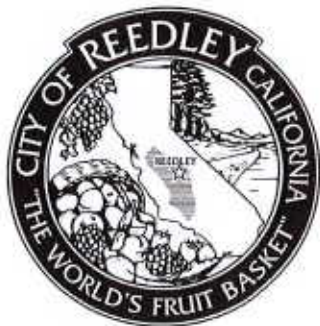
- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Exhibit A

Legal Description for Parcel A

Parcel A of Parcel Map No. 206, according to the map thereof recorded in **Book 66 Page 9** of Parcel Maps, Fresno County Records.




REEDLEY CITY COUNCIL


- ☒ Consent Calendar
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 3

DATE: February 26, 2019

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE FIRST AMENDMENT TO AGREEMENT FOR DEFERMENT OF DEVELOPMENT REQUIREMENTS OF THE CITY OF REEDLEY TO COMPLETE IMPROVEMENTS AFTER NOTICE AND CREATING LIEN ON REAL PROPERTY LOCATED AT 10060 SOUTH BUTTONWILLOW AVENUE

BY: Ellen Moore, Associate Planner 
Community Development Department

SUBMITTED: Rob Terry, Director 
Community Development Department

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Approve and authorize the City Manager to sign the first amendment to the agreement for deferment of development requirements of the City of Reedley to do work and to pay costs after notice and creating lien on real property.

EXECUTIVE SUMMARY

In 2006, the City Council approved Parcel Map No. 206 and the City also entered into a deferral of development requirements with the property owner of Parcel B to defer one of the conditions of approval of Parcel Map No. 206, specifically the undergrounding of overhead lines along South Buttonwillow Avenue within the limits of Parcel A. Parcel A is located at 10060 South Buttonwillow Avenue (APN 370-240-57), south of the roundabout at East Dinuba Avenue and South Buttonwillow Avenue. The existing agreement is provided as Attachment 4 and Parcel Map No. 206 is provided as Attachment 3.

Since the agreement was executed, Parcel A and Parcel B has changed ownership, and the new property owner also owns Heritage Self Storage, located at 1885 East Dinuba Avenue. The property owner submitted building plans and a lot line adjustment that propose to expand Heritage Self Storage into Parcel B and a portion of Parcel A. In addition, the current owner does not intend to redevelop Parcel A at this time. The property owner and the City mutually agree to defer the undergrounding improvements until Parcel A is redeveloped to a different use from the existing single family residence.

BACKGROUND

In 2006, the City and JCT Development II, LLC entered into an Agreement for Deferment of Development Requirements of the City of Reedley to do Work and to Pay Costs after Notice and Creating Lien on Real Property. At the time of the Agreement, JCT was the owner of both Parcel A and Parcel B of Parcel Map No. 206, and the City approved Parcel Map No. 206 subject to certain conditions to be performed by JCT. The Agreement provided that the portion of the condition of Parcel Map No. 206 requiring JCT to underground the overhead utility lines on South Buttonwillow Avenue at the west property line of Parcel A would be deferred until certain events in the future.

The existing agreement states the following beginning at the bottom of page 2:

1. The Buttonwillow Avenue Undergrounding Improvements are hereby deferred until the first of the following occurs:
 - a. A building permit is issued for Parcel A;
 - b. One year after the termination of the Life Estate; or
 - c. One year after sale of Parcel A by Owner.

In 2017, Parcel A was sold to the owners of Heritage Storage, who own the existing mini-storage facility (Parcel 1 in the attached Parcel Map), as well as Parcels A and B. The sale of Parcel A means that condition 1c of the deferment agreement occurred, which would trigger the required undergrounding of overhead lines within one year of the sale.

It was likely assumed when the agreement was drafted that the sale of Parcel A and development of Parcel A would happen concurrently, but this is not what happened, which makes the undergrounding burdensome if it is not associated with the development of Parcel A. The owner of Parcel A intends to maintain the existing single family residence on the property for the foreseeable future.

Heritage Storage submitted plans to expand their storage facility south into a portion of Parcel A and all of Parcel B of Parcel Map No. 206. The owner also submitted a lot line adjustment application to merge a portion of Parcel A into Parcel B to separate the proposed mini-storage expansion from the existing single family residence. The owner of Parcel A does not want the proposed lot line adjustment between Parcel A and Parcel B or the development on property that was formerly Parcel A at the time of the Agreement to trigger the requirement in the Agreement for the owner to perform the Buttonwillow Avenue Undergrounding Improvements.

The property owner desires to continue deferring the Buttonwillow Avenue Undergrounding Improvements until a building permit is issued for development on Parcel A that is either a non-residential use or an intensified residential use beyond the existing single family residential use of Parcel A. The City is willing to allow for such a deferment, and the City and the property owner mutually agree to amend the Agreement as set forth in this First Amendment.

FISCAL IMPACT

There is no fiscal impact to the City to enter into the amended agreement. The developer is required to pay for the cost of undergrounding the deferred improvements.

ATTACHMENTS

1. First Amendment to Agreement for Deferment of Development Requirements of the City of Reedley to Do Work and to Pay Costs After Notice and Creating Lien on Real Property
2. Vicinity Map
3. Parcel Map No. 206
4. Recorded Document No. 2006-0094628: Agreement for Deferment of Development Requirements of the City of Reedley to Do Work and to Pay Costs After Notice and Creating Lien on Real Property

FOR THE BENEFIT OF THE CITY OF REEDLEY
WHEN RECORDED RETURN TO
AND RECORDING REQUESTED BY:

Engineering Division
City of Reedley
1733 Ninth Street
Reedley, California 93654-2636

APN: APNs 370-240-57 and 370-240-58
ADDRESS: 10060 South Buttonwillow Avenue
PROJECT: Parcel Map No. 206

**FIRST AMENDMENT TO AGREEMENT FOR DEFERMENT OF DEVELOPMENT
REQUIREMENTS OF THE CITY OF REEDLEY TO DO WORK AND TO PAY COSTS
AFTER NOTICE AND CREATING LIEN ON REAL PROPERTY**

This First Amendment to Agreement for Deferment of Development Requirements of the City of Reedley to do Work and to Pay Costs after Notice and Creating Lien on Real Property ("First Amendment") is entered into effective on _____, 2019, by and between the City of Reedley, a municipal corporation ("City") and Storage Properties, LP, a California limited partnership ("Owner").

WHEREAS, City and JCT Development II, LLC ("JCT") entered into an Agreement for Deferment of Development Requirements of the City of Reedley to do Work and to Pay Costs after Notice and Creating Lien on Real Property, dated April 12, 2006, ("Agreement") which is incorporated herein by reference; and

WHEREAS, at the time of the Agreement, JCT was the owner of both Parcel A and Parcel B of Parcel Map No. 206, and the City approved Parcel Map No. 206 subject to certain conditions to be performed by JCT; and

WHEREAS, the Agreement provided that the portion of the condition of Parcel Map No. 206 requiring JCT to underground the overhead utility lines on South Buttonwillow Avenue at the west property line of Parcel A (the "Buttonwillow Avenue Undergrounding Improvements") would be deferred until certain events in the future; and

WHEREAS, JCT subsequently transferred ownership of Parcel A and Parcel B, and Owner now owns both Parcel A and Parcel B of Parcel Map No. 206; and

WHEREAS, Owner has proposed to develop Parcel B, and also proposed a lot line adjustment between Parcel A and Parcel B which will decrease the size of Parcel A and increase the size of Parcel B to accommodate the proposed development on Parcel B; and

WHEREAS, Parcel A is no longer subject to a life estate in favor of Mr. H. Wayne Enszt, but remains improved with a single family residence, and Owner does not wish to develop Parcel A at this time; and

WHEREAS, Owner does not want the proposed lot line adjustment between Parcel A and Parcel B or the development on property that was formerly Parcel A at the time of the Agreement to trigger the requirement in the Agreement for Owner to perform the Buttonwillow Avenue Undergrounding Improvements, but rather Owner desires to continue deferring the Buttonwillow Avenue Undergrounding Improvements until a building permit is issued for development on Parcel A, and City is willing to allow for such a deferment; and

WHEREAS, City and Owner mutually desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the above recitals and their mutual promises, and other valuable consideration, the sufficiency of which is hereby acknowledged, City and Owner agree as follows.

1. Recitals. The recitals stated above are true and correct and are a substantive part of this First Amendment.

2. Amendment to Section 1 of Agreement. Section 1 of the Agreement is hereby amended to read in its entirety as follows:

“1. The Buttonwillow Avenue Undergrounding Improvements are hereby deferred until the issuance of a building permit by the City for development on Parcel A that is either a non-residential use or an intensified residential use beyond the existing single family residential use of Parcel A.”

3. Amendment to Section 3 of Agreement. Section 3 of the Agreement is amended to read in its entirety as follows:

“3. The issuance of a building permit by the City for development on Parcel A shall constitute notice from the City to Owner to perform the Buttonwillow Avenue Undergrounding Improvements required by the applicable Parcel Map No. 206 condition(s), and Owner must complete the Buttonwillow Avenue Undergrounding Improvements within either two (2) years after the building permit is issued, or before the City issues a certificate of occupancy for the development on Parcel A, whichever is earlier.

4. All Other Terms Remain in Effect. Except as expressly set forth herein, all other terms of the Agreement shall remain unchanged and in full force and effect, including all capitalized terms defined in the Agreement unless otherwise defined in this First Amendment, and the Agreement shall be interpreted so as to give full force and effect to this First Amendment.

[Signatures on Page 3]

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY

**CITY OF REEDLEY, a municipal
corporation**

By _____
Nicole R. Zieba, City Manager

OWNER

**STORAGE PROPERTIES, LP,
a California limited partnership**

By: Telco, Inc., a California corporation
Its General Partner

By _____
Ronald B. Stein, President

By: Thunder Road Investments, Inc., a
California corporation
Its General Partner

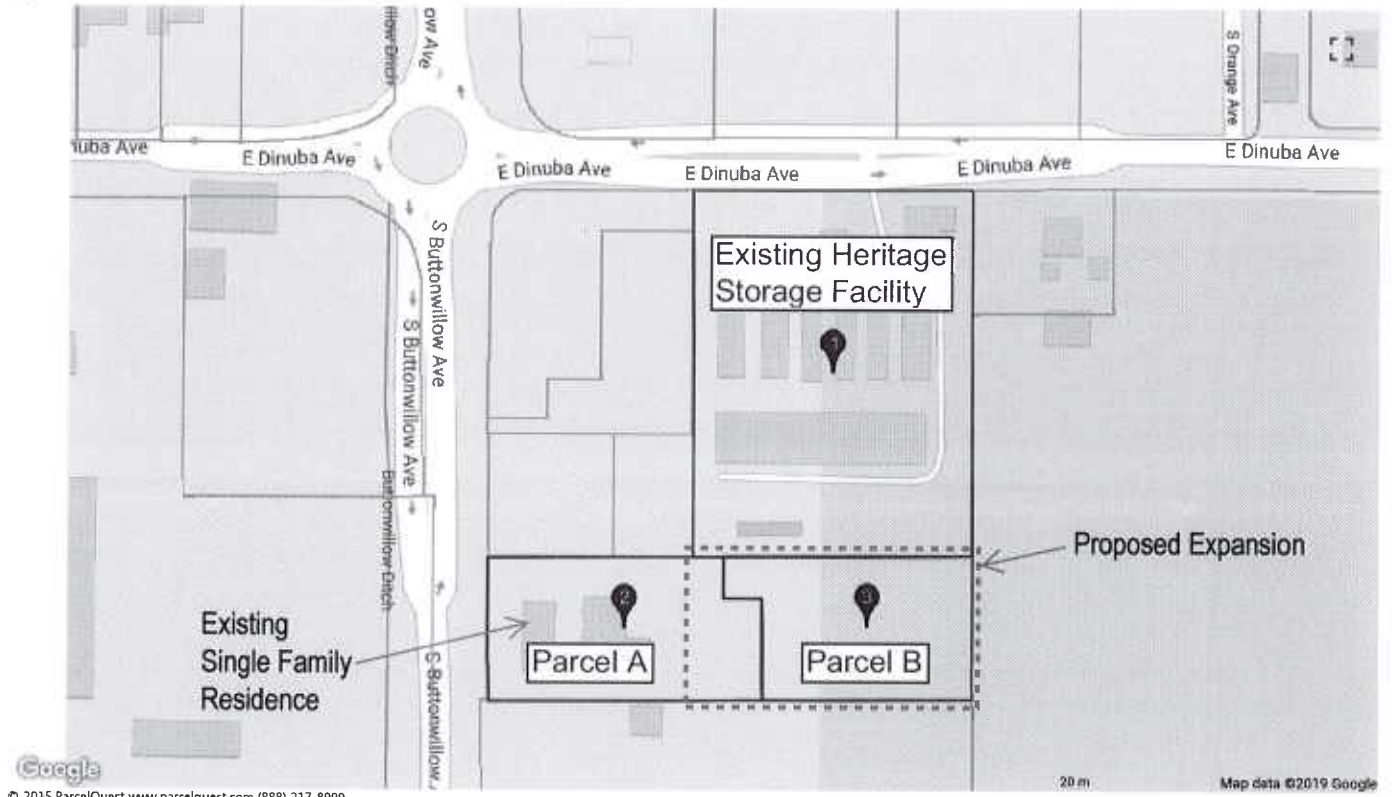
By _____
Tim A. Somers, President/Secretary

[Attach a Notary Acknowledgement for each signature]

Exhibit A

Legal Description for Parcel A


Parcel A of **Parcel Map No. 206**, according to the map thereof recorded in **Book 66 Page 9** of Parcel Maps, Fresno County Records.



FOR THE BENEFIT OF THE CITY OF REEDLEY

WHEN RECORDED RETURN TO
AND RECORDING REQUESTED BY:

Engineering Division
City of Reedley
1733 Ninth Street
Reedley, California 93654-2636


FRESNO County Recorder
Robert C. Werner
DOC- 2006-0094628
Acct 2-Chicago Title Company
Thursday, MAY 04, 2006 08:00:00
Ttl Pd \$0.00 Nbr-0002173209
RGR/R4/1-6

APN: APNs 370-240-49 and 370-240-51
ADDRESS: 1060 South Buttonwillow Avenue
PROJECT: Parcel Map No. 206

AGREEMENT FOR DEFERMENT OF DEVELOPMENT REQUIREMENTS OF THE
CITY OF REEDLEY, TO DO WORK AND TO PAY COSTS AFTER NOTICE AND
CREATING LIEN ON REAL PROPERTY

This Agreement, made this 12th day of April, 2006, by and between the City
of Reedley, a municipal corporation (the "City") and JCT Development II, LLC, a
California limited liability company ("Owner").

WITNESSETH:

WHEREAS, Owner has submitted to the City for review Parcel Map No.
206 (the "Parcel Map"); and

WHEREAS, Owner certifies that it is the owner in fee of that certain real
property, situated in the City of Reedley, County of Fresno, State of California, described
in the Parcel Map as Parcel A and Parcel B; and

WHEREAS, the City has proposed to approve such Parcel Map subject to
certain conditions (the "Conditions") to be performed by Owner; and

WHEREAS, soon after the approval of the Parcel Map Owner will be conveying Parcel B to a third party buyer, Heritage Investment Properties, LLC, a California limited liability company ("**Heritage**"), who will develop said property in time as part of the existing storage facility adjacent thereto to the north. None of the Conditions are necessary for Heritage to perform; and

WHEREAS, Parcel A cannot be developed at this time because it is subject to a life estate in favor of Mr. H. Wayne Enszt (the "**Life Estate**"), the former owner and long time and current resident on Parcel A; and

WHEREAS, Owner desires to defer a portion of one Condition (the "**One Condition**") until the termination of the Life Estate on Parcel A; and

WHEREAS, the One Condition will require the Owner to underground the overhead lines on South Buttonwillow Avenue at the west property line of Parcel A (the "**Buttonwillow Avenue Undergrounding Improvements**"); and

WHEREAS, the Owner desires to defer the Buttonwillow Avenue Undergrounding Improvements until a building permit is issued for Parcel A, the Life Estate terminates or Owner sells Parcel A; and

WHEREAS, the City has granted the request to allow the deferral of the Buttonwillow Avenue Undergrounding Improvements.

NOW, THEREFORE, IT IS AGREED as follows:

1. The Buttonwillow Avenue Undergrounding Improvements are hereby deferred until the first of the following occurs:

a. A building permit is issued for Parcel A;

- b. One year after the termination of the Life Estate; or
 - c. One year after sale of Parcel A by Owner.
2. Except for the Buttonwillow Avenue Undergrounding Improvements, all other improvements required in the Conditions of approval of the Parcel Map will be performed on the schedule stated.
3. Owner agrees that when item 1b or 1c occurs, it will fund and take the actions necessary to complete the Buttonwillow Avenue Undergrounding Improvements.
4. In the event Owner fails to undertake construction of the Buttonwillow Avenue Undergrounding Improvements, the City may cause such additional costs and fees, including all administrative and legal costs assessed as a lien against the said real property, plus reasonable interest charges on all funds owed to the City.
5. This Agreement shall run with the land, Parcel A, which is identified in Exhibit A attached hereto, and shall be binding upon any subsequent owner or holders of liens or encumbrances on said real property.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

“City”

“JCT”

CITY OF REEDLEY,
a municipal corporation

JCT DEVELOPMENT II, LLC
a California limited liability company

By Rocky D. Rogers
City Engineer Brian S. Nakamura
Acting City Manager
Rocky D. Rogers
{04427/0000/2/159005.DOC}

By Randel Mathias
Randel Mathias, Managing Member

5

Exhibit A

Legal Description for Parcel A

Parcel A of **Parcel Map No. 206**, according to the map thereof recorded in
Book 66, Page 9 of Parcel Maps, Fresno County Records.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF FRESNO)

On _____, 2006, before me, _____, Deputy Clerk of the City of Reedley, personally appeared _____, personally known to me (or proved to me on satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF CALIFORNIA)

COUNTY OF FRESNO)

On April 5, 2006, before me, Erica Castaneda, a Notary Public, personally appeared Randel Mathias, personally known to me (or proved to me on satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Erica Castaneda
NOTARY PUBLIC

5

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Fresno

SS.

On April 13, 2006

Date

before me,

Roseann Herrera, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Rocky D. Rogers

Name(s) of Signer(s)

☒ personally known to me

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



WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

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- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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OF SIGNER
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Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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