



# LINDSAY CITY COUNCIL REGULAR MEETING AGENDA

**March 25, 2025, 6:00 P.M.**  
City Hall, 251 E. Honolulu St., Lindsay, CA 93247

**Mayor**  
Misty Villarreal  
**Mayor Pro Tem**  
Yolanda Flores  
**Councilmembers**  
Adriana Nave  
Rosaena Sanchez  
Joe Soria

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on Tuesday, March 25, 2025 at 6:00 p.m. in person and live via YouTube.

 **City of Lindsay YouTube Channel:** <https://www.youtube.com/@CityofLindsay>



Se anima a los hispanohablantes a asistir a las próximas reuniones del Concejo Municipal de Lindsay. Para traducción al español, comuníquese con la oficina de la Secretaria Municipal por teléfono, (559) 562-7102 ext. 8034, o regístrese unos minutos antes en el momento de la reunión del Consejo.

## Rules for Addressing the City Council:

- Members of the public may address the City Council on matters within the jurisdiction of the City of Lindsay.
- Persons wishing to address Council concerning an item on the agenda will be invited to address the Council during the time that Council is considering that agenda item. Persons wishing to address Council concerning issues not on the agenda will be invited to address Council during the Public Comment portion of the meeting.
- When invited by the Mayor to speak, please step up to the lectern, state your name and city of residence, and make your comments. Comments are limited to three minutes per speaker.

## Americans with Disabilities Act

Pursuant to the Americans with Disabilities Act, persons with disabilities who may need assistance should contact the City Clerk prior to the meeting at (559) 562-7102 ext. 8034 or via email at [mpeton@lindsay.ca.us](mailto:mpeton@lindsay.ca.us).

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF AGENDA**
6. **PUBLIC COMMENT** – The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight's agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Mayor. The public may also choose to submit a comment before the meeting via email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes; however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.
7. **COUNCIL REPORT**
8. **STAFF UPDATES** – City Services, Finance, Human Resources, Public Safety, Recreation Services
9. **CITY MANAGER REPORT**

10. **CONSENT CALENDAR** – Routine items approved in one motion unless an item is pulled for discussion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.
- 10.1 **Waive the Reading of Ordinance and Approve by Title Only.**  
**Action & Recommendation:** Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.  
**Submitted by:** Maegan Peton, City Clerk
- 10.2 **Minutes of the Regular and/or Special Meeting of March 11, 2025 and March 17, 2025.**  
**Action & Recommendation:** Approve as submitted.  
**Submitted by:** Maegan Peton, City Clerk
- 10.3 **Warrant List for March 3, 2025 Through March 16, 2025.**  
**Action & Recommendation:** Accept the Warrant List for transactions dated March 3, 2025, through March 16, 2025.  
**Submitted by:** Lacy Meneses, Director of Finance
- 10.4 **Letter of Support for Spruce Road Safety Improvement & Congestion Relief Project.**  
**Action & Recommendation:** Approve the Letter of Support for the Spruce Road Safety Improvement & Congestion Relief Project.  
**Submitted by:** Kuylor Crocker, Interim City Manager
11. **ACTION ITEMS**
- 11.1 **Sale of Vacant City-Owned Properties.**  
**Action & Recommendation:** Authorize the sale of four vacant City-owned parcels of commercially zoned land, totaling approximately 46,132 square feet (1.05 acres), to Kristar Development LLC for a total purchase price of \$390,000. The parcels are currently listed through brokers Jared Ennis and Kevin Land; and authorize the City Manager to execute all necessary documents to complete the transaction, including but not limited to purchase agreements, escrow instructions, and any required regulatory filings.  
**Submitted by:** City Manager
12. **PUBLIC HEARINGS**
- 12.1 **First reading of Ordinance 615 Approving a Development Agreement Between the City of Lindsay and Quest Equity LLC on behalf of Daley Enterprises for the Tentative Subdivision Map No. 24-01, known as Hidden Oaks Subdivision.**  
**Action & Recommendation:** First Reading of Ordinance 615, an Ordinance of the City Council of the City of Lindsay approving a Development Agreement between the City of Lindsay and Quest Equity LLC on behalf of Daley Enterprises (collectively “Developer”) & Tentative Subdivision Map No. 24-01, known as Hidden Oaks Subdivision.  
**Submitted by:** Ryan Heinks, Acting Director of City Services and Planning
- 12.2 **Zoning Ordinance Update No. 25-01.**  
**Action & Recommendation:** Approve a resolution of the City Council of the City of Lindsay adopting an Initial Study/Mitigated Negative Declaration (IS/MND) for Zoning Ordinance Update No. 25-01, and approving Zoning Ordinance Update No. 25-01, an update the Lindsay Zoning Ordinance (Title 18 of the Lindsay Municipal Code) and Lindsay Subdivision Ordinance (Title 17 of the Lindsay Municipal Code); and introduce the first reading of an Ordinance of the City of Lindsay approving Zoning Ordinance Update No. 25-01.  
**Submitted by:** Kira Stowell, Contract City Planner
13. **REQUEST FOR FUTURE ITEMS**

**14. EXECUTIVE (CLOSED) SESSION**

**14.1 Conference with Labor Negotiators (§ 54957.6)**

Agency Designated Representative: Kuyler Crocker, Interim City Manager

Employee Organization(s): LPOA; SEIU

**14.2 Public Employment – Pursuant to § 54957**

Title: City Manager

- 15. ADJOURNMENT –** Lindsay City Council meetings are held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00 P.M. on the second and fourth Tuesday of every month unless otherwise noticed. Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. A complete agenda is available at [www.lindsay.ca.us](http://www.lindsay.ca.us). In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 x 8034. Notification prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.

**AFFIDAVIT OF POSTING AGENDA**

I hereby certify, in conformance with Government Code Sections 54954.2 and 54956, this agenda was posted in the bulletin board at the front of City Hall, 251 E Honolulu St., as well as on the City of Lindsay's website ([www.lindsay.ca.us](http://www.lindsay.ca.us)).

DATE & TIME POSTED: Friday, March 21, 2025 at 1:00 p.m.



Maegan Peton, City Clerk



# LINDSAY CITY COUNCIL REGULAR MEETING MINUTES

Lindsay Council Chambers  
251 E Honolulu St., Lindsay CA 93247

Tuesday, March 11, 2025  
6:00 p.m. – Regular Meeting

Proper notice of this meeting was given pursuant to Government Code Section 54954.2 and 54956.

**STAFF PRESENT:** City Manager Daymon Qualls, City Attorney Megan Crouch, City Clerk Maegan Peton, Director of Public Safety Rob Moore, Acting Human Resources Manager Lance Rowell, Director of Finance Lacy Meneses, Director of Recreation Services Armando da Silva, Acting City Services Director Ryan Heinks.

## 6:00 p.m. – REGULAR MEETING

### 1. CALL TO ORDER

Mayor Villarreal called to order the regular meeting of the Lindsay City Council at 6:00 p.m. in the Council Chamber located at 251 E. Honolulu St.

### 2. INVOCATION

The invocation was led by Chaplain Adam Perez.

### 3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Villarreal.

### 4. ROLL CALL

**Council Present:** Mayor Villarreal  
Mayor Pro Tem Flores  
Councilmember Nave  
Councilmember Sanchez  
Councilmember Soria

### 5. APPROVAL OF AGENDA

It was motioned by Councilmember Soria, seconded by Mayor Villarreal, and unanimously carried to approve the agenda

### 6. PUBLIC COMMENT

Lindsay High School representative Jessica Lemus provided updates on school activities.

Anita Gustuson asked for clarification on insurance requirements for item 11.4. She also commented on item 11.6, asking if the citizens could vote on the mural design.

Dennise Doanne provided updates on the Lindsay Chamber of Commerce.

Mercy Herrera encouraged Council, City staff, and the public to attend “Gaytino” at the Lindsay Community Theater.

Brenda Rivera provided comment concerning water leaks and potholes in the area of Hickory Street and Lafayette Avenue.

**7. COUNCIL REPORT**

Mayor Pro Tem Flores advised she had nothing to report.

Councilmember Sanchez advised she had nothing to report.

Councilmember Soria advised he attended the First Friday Coffee Talk and Read Across America. He also visited the Friday Night Market, the Lindsay Museum, and the Senior Center.

Councilmember Nave advised she attended the First Friday Coffee Talk and the Lindsay High School Soccer Semi-Finals.

Mayor Villarreal advised she attended Read Across America, a Lindsay High School softball game, and viewed the Varela Boxing match.

**8. STAFF UPDATES**

City staff provided updates for Council's review. Director of Finance Lacy Meneses provided updates to Consent Calendar Item 11.4.

**9. CITY MANAGER REPORT**

The City Manager reported on recent events and items of interest.

**10. RESOLUTION OF COMMENDATION – Varela Boxing Academy**

Mayor Villarreal presented a Resolution of Commendation to Varela Boxing Academy.

**11. CONSENT CALENDAR**

Item 11.4 was removed from the Consent Calendar by Council.

It was motioned by Councilmember Nave, seconded by Mayor Villarreal and unanimously carried to approve the items on the Consent Calendar as presented, except for item 11.4.

**11.1 Waive the Reading of Ordinance and Approve by Title Only.**

**Action & Recommendation:** Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.

**11.2 Minutes of the regular and/or special Meeting of February 25, 2025 and February 27, 2025.**

**Action & Recommendation:** Approve as submitted.

Submitted by: Maegan Peton, City Clerk

**11.3 Warrant List for February 17, 2025 through March 2, 2025.**

**Action & Recommendation:** Accept the Warrant List for transaction dates of February 17, 2025 through March 2, 2025.

**Submitted by:** Lacy Meneses, Director of Finance

**11.5 Fee Waiver Request – Lindsay Orange Blossom Festival.**

**Action & Recommendation:** Approve the request from the Lindsay Orange Blossom Festival committee to waive all applicable City fees associated with the Lindsay Orange Blossom event, scheduled for Saturday, April 12th, 2025, in Lindsay, California.

**Submitted by:** Ryan Heinks, Acting Director of City Services

**11.6 Letter of Support for the T-Mobile Grant Application for the American Spirit Mural Project.**

**Action & Recommendation:** Authorize the City Manager to sign a letter of support for the T-Mobile Hometown Grant Application for the American Spirit Mural Project.

**Submitted by:** Armando da Silva, Director of Recreation Services

**PULLED CONSENT CALENDAR ITEM(S)**

**11.4 February 2025 Treasurer's Report.**

**Action & Recommendation:** Accept the February 2025 Monthly Treasurer's Report.

**Submitted by:** Lacy Meneses, Director of Finance

**Council Action:** Councilmember Soria pulled this item for clarification on the status of the City's current budget. Director of Finance Lacy Meneses provided a response thereto. Following discussion, it was moved by Councilmember Soria, seconded by Councilmember Sanchez, and unanimously carried to accept the February 2025 Monthly Treasurer's Report and to schedule a special study session to review the City's budget.

**12. ACTION ITEMS**

**12.1 Approval of Police Officer Recruit Position.**

**Action & Recommendation:** Approve the establishment of a Police Officer Recruit position within our Public Safety Department designed to identify and develop promising individuals who, after successfully completing the California Basic Police Academy, will continue their careers within our department as a full time Public Safety Officer.

**Submitted by:** Chief Rob Moore, Director of Public Safety

**Public Comment:** Anita Gustuson requested clarification on the total amount of full-time employees in the Public Safety Department.

**Council Action:** It was motioned by Councilmember Soria, seconded by Councilmember Nave, and unanimously carried to approve the item as presented.

**12.2 Resolution Adopting Updated Design Guidelines and Public Improvement Standards.**

**Action & Recommendation:** Adopt Resolution 25-06 updating the Design Guidelines and Public Improvement Standards as prepared by 4Creeks and reviewed and approved by the City Engineer.

**Submitted by:** Ryan Heinks, Director of Public Safety

**Public Comment:** There were no public comments.

**Council Action:** It was motioned by Councilmember Soria, seconded by Councilmember Nave, and unanimously carried to approve the item as presented.

**12.3 Hazardous Materials Team Memorandum of Understanding.**

**Action & Recommendation:** Authorize the City Manager to sign the proposed Memorandum of Understanding (MOU) for the Tulare-King's County Interagency Hazardous Materials Team and provide direction regarding the City of Lindsay's participation in the program.

**Submitted by:** Chief Rob Moore, Director of Public Safety

**Public Comment:** There were no public comments.

**Council Action:** It was motioned by Councilmember Nave, seconded by Councilmember Soria, and unanimously carried to approve the item as presented.

**13. REQUEST FOR FUTURE ITEMS**

Councilmember Soria requested information on the cost for a mailer to be put in the utility bills with a City Calendar. Councilmember Soria also an update on how our sports complex is currently being utilized.

**14. EXECUTIVE (CLOSED) SESSION**

Council recessed to executive (closed) session at 7:33 p.m.

**14.1 Conference with Real Property Negotiators (§ 54956.8)**

Property: 205-236-013; 205-236-014; 205-236-022; 205-236-020

Agency Negotiation: Daymon Qualls, City Manager and Central CA Commercial

Negotiating Parties: Kristar Development, LLC and Central CA Commercial

Under Negotiation: Price, terms of payment

**14.2 Conference with Labor Negotiators (§ 54957.6)**

Agency Designated Representative: Daymon Qualls, City Manager

Employee Organization(s): LPOA; SEIU

**14.3 Conference with Legal Counsel – Anticipated Litigation**

Significant exposure to litigation pursuant to § 54956.9(b): 1 case

Council reconvened from executive (closed) session at 8:33 p.m.

**15. ADJOURNMENT**

The regular meeting was adjourned at 8:34 p.m.

Approved by Council: March 25, 2025.

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Misty Villarreal, Mayor

ATTEST:

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Maegan Peton, City Clerk

*The next Regular Meeting of the Lindsay City Council is scheduled to be held on March 25, 2025.*



# LINDSAY CITY COUNCIL SPECIAL MEETING MINUTES

Lindsay Council Chambers  
251 E Honolulu St., Lindsay CA 93247

Monday, March 17, 2025  
6:00 p.m. – Special Meeting

Proper notice of this meeting was given pursuant to Government Code Section 54954.2 and 54956.

**STAFF PRESENT:** City Manager Daymon Qualls, City Attorney Megan Crouch, City Clerk Maegan Peton, Director of Finance Lacy Meneses, Director of Public Safety Rob Moore, Acting Human Resources Manager Lance Rowell, Director of Recreation Services Armando da Silva, Acting Director of City Services Ryan Heinks.

## 5:30 p.m. – SPECIAL MEETING

### 1. CALL TO ORDER

Mayor Villarreal called to order the special meeting of the Lindsay City Council at 6:00 p.m. in the Council Chamber located at 251 E. Honolulu St.

### 2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Villarreal.

### 3. ROLL CALL

**Council Present:** Mayor Villarreal  
Mayor Pro Tem Flores  
Councilmember Nave  
Councilmember Sanchez  
Councilmember Soria

### 4. APPROVAL OF AGENDA

It was motioned by Councilmember Soria, seconded by Councilmember Nave, and unanimously carried to approve the agenda.

### 5. PUBLIC COMMENT PERTAINING TO EXECUTIVE (CLOSED) SESSION ITEMS

Mercy Herrera requested more staff and community input in the City Manager hiring process, requesting the panel to consist of two Council members, two staff members, one community person.

Henry Villanueva requested more inclusivity in the hiring process for the City Manager and to have the community more involved.

Eric Coyne reported that he wishes Daymon the best in his next steps and that he looks forward to working with the next City Manager.

Dennis Doanne offered his prayers and support in recruiting the next City Manager.

### 6. RECESS TO EXECUTIVE (CLOSED) SESSION

City Council recessed to closed session at 6:06 p.m.

#### 6.1 Public Employment – Pursuant to § 54957

Title: City Manager



**7. RECONVENE FROM CLOSED SESSION**

City Council reconvened from closed session at 7:09 pm.

**8. CLOSED SESSION REPORT**

City Attorney Megan Crouch reported that the Council voted 5 to 0 to appoint Kuyler Crocker as interim City Manager.

**9. ADJOURNMENT**

The special meeting was adjourned at 7:10 p.m.

Approved by Council: March 25, 2025.

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Misty Villarreal, Mayor

ATTEST:

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Maegan Peton, City Clerk

*The next Regular Meeting of the Lindsay City Council is scheduled to be held on March 25, 2025.*



# STAFF REPORT

TO: Lindsay City Council

MEETING DATE: March 25, 2025

Item #: 10.3  
Consent

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**DEPARTMENT:** Finance

**FROM:** Lacy Meneses, Finance Director

**AGENDA TITLE:** Warrant List for March 3, 2025, through March 16, 2025

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## ACTION & RECOMMENDATION

Accept the Warrant List for transactions dated March 3, 2025, through March 16, 2025.

## BACKGROUND | ANALYSIS

The warrant list for March 3, 2025, through March 16, 2025, is submitted for Council review and acceptance.

## FISCAL IMPACT

There is no fiscal impact associated with this action.

## ATTACHMENTS

1. Warrant List

CITY OF LINDSAY | WARRANT LIST  
TRANSACTION DATES:

3/3/2025

THROUGH

3/16/258

Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
<b>027583</b>						<b>\$0.00</b>
	779 - 00-HOME-0487	03/07/25	7303	AMERICAN MODERN PRO	AMERICAN MODERN PRO	0
<b>27558</b>						<b>\$355.12</b>
	101 - GENERAL FUND	03/03/25	6500	CHARTER COMMUNICATI	CHARTER COMMUNICATI	13.94
	400 - WELLNESS CENTER	03/03/25	6500	CHARTER COMMUNICATI	CHARTER COMMUNICATI	341.18
<b>27559</b>						<b>\$2,650.00</b>
	101 - GENERAL FUND	03/07/25	7071	A PLUS ROOFING COMP	A PLUS ROOFING COMP	2650
<b>27560</b>						<b>\$193.59</b>
	552 - WATER	03/07/25	007	AG IRRIGATION SALES	AG IRRIGATION SALES	151.28
	552 - WATER	03/07/25	007	AG IRRIGATION SALES	AG IRRIGATION SALES	42.31
<b>27561</b>						<b>\$650.00</b>
	101 - GENERAL FUND	03/07/25	7321	ALM GLOBAL LLC	ALM GLOBAL LLC	650
<b>27562</b>						<b>\$9,644.46</b>
	460 - CA STATE PARKS	03/07/25	6630	AQUA-METRIC SALES,	AQUA-METRIC SALES,	2350.8
	552 - WATER	03/07/25	6630	AQUA-METRIC SALES,	AQUA-METRIC SALES,	5225.69
	552 - WATER	03/07/25	6630	AQUA-METRIC SALES,	AQUA-METRIC SALES,	2067.97
<b>27563</b>						<b>\$692.00</b>
	101 - GENERAL FUND	03/07/25	7319	BERNARD HEALTH LLC	BERNARD HEALTH LLC	692
<b>27564</b>						<b>\$500,000.00</b>
	101 - GENERAL FUND	03/07/25	7322	BRYANT WHITTEN LLP	BRYANT WHITTEN LLP	500000
<b>27565</b>						<b>\$1,616.03</b>
	553 - SEWER	03/07/25	7313	CARDINAL BLUE SOLAR	CARDINAL BLUE SOLAR	1616.03
<b>27570</b>						<b>\$2,330.38</b>
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.72
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.72
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.72
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	39.08
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.72
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.72
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	44.8
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	10.04
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	39.07
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	44.8
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	10.04
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	39.07
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	44.8
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	10.04
	101 - GENERAL FUND	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32
	552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
	552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
	552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
	552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
	552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
	552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
	552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
	552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	39.09
	552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
	552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
	552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71

552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	44.83
552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	10.05
552 - WATER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	39.09
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	44.83
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	10.05
553 - SEWER	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	39.09
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	44.83
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	10.05
554 - REFUSE	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	39.09
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	3.71
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	44.83
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	10.05
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
556 - VITA-PAKT	03/07/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	32.03
<b>27571</b>					<b>\$850.00</b>
101 - GENERAL FUND	03/07/25	6118	CVIN LLC	CVIN LLC	15.5
101 - GENERAL FUND	03/07/25	6118	CVIN LLC	CVIN LLC	14.53
101 - GENERAL FUND	03/07/25	6118	CVIN LLC	CVIN LLC	46.83
101 - GENERAL FUND	03/07/25	6118	CVIN LLC	CVIN LLC	307.44
101 - GENERAL FUND	03/07/25	6118	CVIN LLC	CVIN LLC	47.25
101 - GENERAL FUND	03/07/25	6118	CVIN LLC	CVIN LLC	29.71
101 - GENERAL FUND	03/07/25	6118	CVIN LLC	CVIN LLC	43.46
261 - GAS TAX FUND	03/07/25	6118	CVIN LLC	CVIN LLC	25.29
400 - WELLNESS CENTER	03/07/25	6118	CVIN LLC	CVIN LLC	128.06
552 - WATER	03/07/25	6118	CVIN LLC	CVIN LLC	84.56
553 - SEWER	03/07/25	6118	CVIN LLC	CVIN LLC	75.35
554 - REFUSE	03/07/25	6118	CVIN LLC	CVIN LLC	32.02
<b>27572</b>					<b>\$412.00</b>
101 - GENERAL FUND	03/07/25	316	DEPT OF JUSTICE	DEPT OF JUSTICE	412
<b>27573</b>					<b>\$5,175.00</b>
101 - GENERAL FUND	03/07/25	4076	LIEBERT CASSIDY WHI	LIEBERT CASSIDY WHI	1453.5
101 - GENERAL FUND	03/07/25	4076	LIEBERT CASSIDY WHI	LIEBERT CASSIDY WHI	31.5
101 - GENERAL FUND	03/07/25	4076	LIEBERT CASSIDY WHI	LIEBERT CASSIDY WHI	3690
<b>27575</b>					<b>\$15,451.20</b>
101 - GENERAL FUND	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	254.94
101 - GENERAL FUND	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	239.49
101 - GENERAL FUND	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	777.2
101 - GENERAL FUND	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	5610.34
101 - GENERAL FUND	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	886.9
101 - GENERAL FUND	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	516.07
101 - GENERAL FUND	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	919.35
261 - GAS TAX FUND	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	369.28
263 - TRANSPORTATION	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	302.84
400 - WELLNESS CENTER	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	2127.63
552 - WATER	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	1416.88
553 - SEWER	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	1421.51
554 - REFUSE	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	559.33
556 - VITA-PAKT	03/07/25	6225	LIFTOFF LLC	LIFTOFF LLC	49.44
<b>27576</b>					<b>\$50,886.48</b>

	460 - CA STATE PARKS	03/07/25	7307	MISSION BANK	MISSION BANK	17036.33
	460 - CA STATE PARKS	03/07/25	7307	MISSION BANK	MISSION BANK	13728.6
	460 - CA STATE PARKS	03/07/25	7307	MISSION BANK	MISSION BANK	20121.55
<b>27577</b>						<b>\$6,500.00</b>
	552 - WATER	03/07/25	6095	RALPH GUTIERREZ WAT	RALPH GUTIERREZ WAT	3250
	553 - SEWER	03/07/25	6095	RALPH GUTIERREZ WAT	RALPH GUTIERREZ WAT	3250
<b>27578</b>						<b>\$81,282.00</b>
	300 - MCDERMONT SALE PROCEEDS	03/07/25	1921	TELSTAR INSTRUMENTS	TELSTAR INSTRUMENTS	80973
	552 - WATER	03/07/25	1921	TELSTAR INSTRUMENTS	TELSTAR INSTRUMENTS	309
<b>27579</b>						<b>\$70.00</b>
	101 - GENERAL FUND	03/07/25	6413	TRANS UNION LLC	TRANS UNION LLC	70
<b>27580</b>						<b>\$584,533.48</b>
	460 - CA STATE PARKS	03/07/25	7300	UNIFIED FIELD SERVI	UNIFIED FIELD SERVI	323690.27
	460 - CA STATE PARKS	03/07/25	7300	UNIFIED FIELD SERVI	UNIFIED FIELD SERVI	260843.21
<b>27581</b>						<b>\$8,447.36</b>
	552 - WATER	03/07/25	2960	UNITED STATES BUREA	UNITED STATES BUREA	8447.36
<b>27582</b>						<b>\$501.20</b>
	261 - GAS TAX FUND	03/07/25	382	ZUMAR INDUSTRIES IN	ZUMAR INDUSTRIES IN	139.44
	261 - GAS TAX FUND	03/07/25	382	ZUMAR INDUSTRIES IN	ZUMAR INDUSTRIES IN	361.76
<b>27584</b>						<b>\$953.00</b>
	779 - 00-HOME-0487	03/07/25	7303	AMERICAN MODERN PRO	AMERICAN MODERN PRO	953
<b>27586</b>						<b>\$52.85</b>
	101 - GENERAL FUND	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	0.79
	101 - GENERAL FUND	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	0.74
	101 - GENERAL FUND	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	5
	101 - GENERAL FUND	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	2.41
	101 - GENERAL FUND	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	17.37
	101 - GENERAL FUND	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	2.75
	101 - GENERAL FUND	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	1.6
	101 - GENERAL FUND	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	2.85
	261 - GAS TAX FUND	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	1.14
	263 - TRANSPORTATION	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	0.94
	400 - WELLNESS CENTER	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	6.59
	552 - WATER	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	4.39
	553 - SEWER	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	4.4
	554 - REFUSE	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	1.73
	556 - VITA-PAKT	03/10/25	1565	OACYS TECHNOLOGY	OACYS TECHNOLOGY	0.15
<b>27587</b>						<b>\$829.27</b>
	101 - GENERAL FUND	03/11/25	4660	CITY OF LINDSAY	CITY OF LINDSAY	39.7
	101 - GENERAL FUND	03/11/25	4660	CITY OF LINDSAY	CITY OF LINDSAY	350
	101 - GENERAL FUND	03/11/25	4660	CITY OF LINDSAY	CITY OF LINDSAY	439.57
<b>27588</b>						<b>\$368.83</b>
	101 - GENERAL FUND	03/11/25	3192	SEIU LOCAL 521	SEIU LOCAL 521	2
	101 - GENERAL FUND	03/11/25	3192	SEIU LOCAL 521	SEIU LOCAL 521	366.83
<b>27589</b>						<b>\$6,754.21</b>
	101 - GENERAL FUND	03/11/25	6452	GREAT-WEST TRUST	GREAT-WEST TRUST	2142.17
	101 - GENERAL FUND	03/11/25	6452	GREAT-WEST TRUST	GREAT-WEST TRUST	1255.96
	101 - GENERAL FUND	03/11/25	6452	GREAT-WEST TRUST	GREAT-WEST TRUST	2935.05
	101 - GENERAL FUND	03/11/25	6452	GREAT-WEST TRUST	GREAT-WEST TRUST	421.03
<b>27590</b>						<b>\$204.20</b>
	101 - GENERAL FUND	03/11/25	7301	LINDSAY POLICE OFFI	LINDSAY POLICE OFFI	204.2
<b>27591</b>						<b>\$73.82</b>
	101 - GENERAL FUND	03/11/25	6246	MCDERMONT VENTURE I	MCDERMONT VENTURE I	73.82
<b>27592</b>						<b>\$62.76</b>
	101 - GENERAL FUND	03/11/25	3042	STATE DISBURSEMENT	STATE DISBURSEMENT	62.76
<b>27593</b>						<b>\$439.65</b>
	101 - GENERAL FUND	03/11/25	1498	STATE OF CALIF FRAN	STATE OF CALIF FRAN	439.65
<b>27594</b>						<b>\$482.68</b>
	101 - GENERAL FUND	03/14/25	3977	AFLAC	AFLAC	482.68
<b>27595</b>						<b>\$1,482.11</b>
	101 - GENERAL FUND	03/14/25	4924	NAVIA BENEFIT SOLUT	NAVIA BENEFIT SOLUT	652.1
	101 - GENERAL FUND	03/14/25	4924	NAVIA BENEFIT SOLUT	NAVIA BENEFIT SOLUT	181.52
	101 - GENERAL FUND	03/14/25	4924	NAVIA BENEFIT SOLUT	NAVIA BENEFIT SOLUT	200
	101 - GENERAL FUND	03/14/25	4924	NAVIA BENEFIT SOLUT	NAVIA BENEFIT SOLUT	200
	101 - GENERAL FUND	03/14/25	4924	NAVIA BENEFIT SOLUT	NAVIA BENEFIT SOLUT	248.49
<b>27596</b>						<b>\$614.57</b>
	101 - GENERAL FUND	03/14/25	4924	NAVIA BENEFIT SOLUT	NAVIA BENEFIT SOLUT	614.57
<b>27597</b>						<b>\$9.95</b>
	101 - GENERAL FUND	03/14/25	5283	E-SMART PAYROLL ONL	E-SMART PAYROLL ONL	9.95
<b>27598</b>						<b>\$61,599.53</b>
	101 - GENERAL FUND	03/14/25	2011	INTERNAL REVENUE SE	INTERNAL REVENUE SE	11823.71
	101 - GENERAL FUND	03/14/25	2011	INTERNAL REVENUE SE	INTERNAL REVENUE SE	20223.5
	101 - GENERAL FUND	03/14/25	2011	INTERNAL REVENUE SE	INTERNAL REVENUE SE	10353
	101 - GENERAL FUND	03/14/25	2011	INTERNAL REVENUE SE	INTERNAL REVENUE SE	19199.32
<b>27599</b>						<b>\$233.24</b>
	101 - GENERAL FUND	03/14/25	6767	METLIFE	METLIFE	233.24
<b>27600</b>						<b>\$61,635.91</b>
	101 - GENERAL FUND	03/14/25	457	PUBLIC EMPLOYEES RE	PUBLIC EMPLOYEES RE	5727.47
	101 - GENERAL FUND	03/14/25	457	PUBLIC EMPLOYEES RE	PUBLIC EMPLOYEES RE	5751.42
	101 - GENERAL FUND	03/14/25	457	PUBLIC EMPLOYEES RE	PUBLIC EMPLOYEES RE	9132.38

	101 - GENERAL FUND	03/14/25	457	PUBLIC EMPLOYEES RE	PUBLIC EMPLOYEES RE	9142.31
	101 - GENERAL FUND	03/14/25	457	PUBLIC EMPLOYEES RE	PUBLIC EMPLOYEES RE	5710.39
	101 - GENERAL FUND	03/14/25	457	PUBLIC EMPLOYEES RE	PUBLIC EMPLOYEES RE	6693.93
	101 - GENERAL FUND	03/14/25	457	PUBLIC EMPLOYEES RE	PUBLIC EMPLOYEES RE	10223.04
	101 - GENERAL FUND	03/14/25	457	PUBLIC EMPLOYEES RE	PUBLIC EMPLOYEES RE	9124.97
	101 - GENERAL FUND	03/14/25	457	PUBLIC EMPLOYEES RE	PUBLIC EMPLOYEES RE	130
<b>27601</b>						<b>\$8,771.29</b>
	101 - GENERAL FUND	03/14/25	687	STATE OF CALIFORNIA	STATE OF CALIFORNIA	4600.78
	101 - GENERAL FUND	03/14/25	687	STATE OF CALIFORNIA	STATE OF CALIFORNIA	4170.51
<b>27603</b>						<b>\$6,831.19</b>
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	150.81
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	515.95
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	1009.26
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	139.79
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	88.83
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	1275.59
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	22.18
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	65.24
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	196.55
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	88.83
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	98.1
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	228.57
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	86.4
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	194.95
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	1084.58
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	250
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	147.09
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	434.45
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	22.19
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	140.45
	101 - GENERAL FUND	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	450.15
	400 - WELLNESS CENTER	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	59.57
	400 - WELLNESS CENTER	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	50
	400 - WELLNESS CENTER	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	11.99
	400 - WELLNESS CENTER	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	30
	400 - WELLNESS CENTER	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	79.67
	554 - REFUSE	03/14/25	6326	CORPORATE PAYMENT S	CORPORATE PAYMENT S	-90
<b>27604</b>						<b>\$27,765.13</b>
	552 - WATER	03/14/25	2960	UNITED STATES BUREA	UNITED STATES BUREA	8510.4
	552 - WATER	03/14/25	2960	UNITED STATES BUREA	UNITED STATES BUREA	11914.56
	552 - WATER	03/14/25	2960	UNITED STATES BUREA	UNITED STATES BUREA	7340.17
<b>27605</b>						<b>\$262.23</b>
	101 - GENERAL FUND	03/14/25	7302	WEX BANK	WEX BANK	262.23
<b>27606</b>						<b>\$10,564.27</b>
	552 - WATER	03/14/25	051	BSK	BSK	1396.25
	552 - WATER	03/14/25	051	BSK	BSK	1010
	552 - WATER	03/14/25	051	BSK	BSK	2147.56
	552 - WATER	03/14/25	051	BSK	BSK	2020
	553 - SEWER	03/14/25	051	BSK	BSK	1467.19
	553 - SEWER	03/14/25	051	BSK	BSK	977.19
	556 - VITA-PAKT	03/14/25	051	BSK	BSK	984.2
	556 - VITA-PAKT	03/14/25	051	BSK	BSK	561.88
<b>27607</b>						<b>\$10,932.24</b>
	552 - WATER	03/14/25	4555	THATCHER COMPANY IN	THATCHER COMPANY IN	-1500
	552 - WATER	03/14/25	4555	THATCHER COMPANY IN	THATCHER COMPANY IN	12432.24
<b>27608</b>						<b>\$856.16</b>
	101 - GENERAL FUND	03/14/25	1858	ALL PRO FIRE AND SA	ALL PRO FIRE AND SA	856.16
<b>27609</b>						<b>\$150.00</b>
	400 - WELLNESS CENTER	03/14/25	6950	ANA CARRETERO	ANA CARRETERO	150
<b>27610</b>						<b>\$63.00</b>
	101 - GENERAL FUND	03/14/25	5013	BUZZ KILL PEST CONT	BUZZ KILL PEST CONT	30
	552 - WATER	03/14/25	5013	BUZZ KILL PEST CONT	BUZZ KILL PEST CONT	33
<b>27611</b>						<b>\$4,943.60</b>
	553 - SEWER	03/14/25	7313	CARDINAL BLUE SOLAR	CARDINAL BLUE SOLAR	2243.99
	553 - SEWER	03/14/25	7313	CARDINAL BLUE SOLAR	CARDINAL BLUE SOLAR	2699.61
<b>27612</b>						<b>\$10,150.00</b>
	261 - GAS TAX FUND	03/14/25	1702	SCA OF CA, LLC	SCA OF CA, LLC	5075
	261 - GAS TAX FUND	03/14/25	1702	SCA OF CA, LLC	SCA OF CA, LLC	5075
<b>27613</b>						<b>\$190.90</b>
	101 - GENERAL FUND	03/14/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	76.82
	101 - GENERAL FUND	03/14/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	38.02
	552 - WATER	03/14/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	38.03
	553 - SEWER	03/14/25	5832	CINTAS CORPORATION	CINTAS CORPORATION	38.03
<b>27614</b>						<b>\$72.79</b>
	101 - GENERAL FUND	03/14/25	6672	COLBY'S TIRE,TOWING	COLBY'S TIRE,TOWING	72.79
<b>27615</b>						<b>\$850.03</b>
	101 - GENERAL FUND	03/14/25	6118	CVIN LLC	CVIN LLC	14.96
	101 - GENERAL FUND	03/14/25	6118	CVIN LLC	CVIN LLC	14.03
	101 - GENERAL FUND	03/14/25	6118	CVIN LLC	CVIN LLC	45.48
	101 - GENERAL FUND	03/14/25	6118	CVIN LLC	CVIN LLC	26.95

	101 - GENERAL FUND	03/14/25	6118	CVIN LLC	CVIN LLC	298.01
	101 - GENERAL FUND	03/14/25	6118	CVIN LLC	CVIN LLC	45.9
	101 - GENERAL FUND	03/14/25	6118	CVIN LLC	CVIN LLC	28.9
	101 - GENERAL FUND	03/14/25	6118	CVIN LLC	CVIN LLC	41.57
	261 - GAS TAX FUND	03/14/25	6118	CVIN LLC	CVIN LLC	24.48
	400 - WELLNESS CENTER	03/14/25	6118	CVIN LLC	CVIN LLC	124.02
	552 - WATER	03/14/25	6118	CVIN LLC	CVIN LLC	81.86
	553 - SEWER	03/14/25	6118	CVIN LLC	CVIN LLC	72.93
	554 - REFUSE	03/14/25	6118	CVIN LLC	CVIN LLC	30.94
<b>27616</b>						<b>\$584.00</b>
	781 - CAL HOME RLF	03/14/25	2540	DEPT.OF HOUSING & C	DEPT.OF HOUSING & C	584
<b>27617</b>						<b>\$1,781.49</b>
	700 - CDBG REVOLVING LN FUND	03/14/25	2540	DEPT.OF HOUSING & C	DEPT.OF HOUSING & C	1781.49
<b>27618</b>						<b>\$9,318.92</b>
	720 - HOME REVOLVING LN FUND	03/14/25	2540	DEPT.OF HOUSING & C	DEPT.OF HOUSING & C	9318.92
<b>27619</b>						<b>\$76.14</b>
	101 - GENERAL FUND	03/14/25	3218	FARMERS TRACTOR & E	FARMERS TRACTOR & E	76.14
<b>27620</b>						<b>\$3,023.61</b>
	101 - GENERAL FUND	03/14/25	6010	FRONTIER COMMUNICAT	FRONTIER COMMUNICAT	382.94
	101 - GENERAL FUND	03/14/25	6010	FRONTIER COMMUNICAT	FRONTIER COMMUNICAT	376.76
	101 - GENERAL FUND	03/14/25	6010	FRONTIER COMMUNICAT	FRONTIER COMMUNICAT	32.98
	101 - GENERAL FUND	03/14/25	6010	FRONTIER COMMUNICAT	FRONTIER COMMUNICAT	27.3
	101 - GENERAL FUND	03/14/25	6010	FRONTIER COMMUNICAT	FRONTIER COMMUNICAT	2.99
	101 - GENERAL FUND	03/14/25	6010	FRONTIER COMMUNICAT	FRONTIER COMMUNICAT	2.99
	552 - WATER	03/14/25	6010	FRONTIER COMMUNICAT	FRONTIER COMMUNICAT	432.32
	552 - WATER	03/14/25	6010	FRONTIER COMMUNICAT	FRONTIER COMMUNICAT	425.71
	553 - SEWER	03/14/25	6010	FRONTIER COMMUNICAT	FRONTIER COMMUNICAT	629.92
	553 - SEWER	03/14/25	6010	FRONTIER COMMUNICAT	FRONTIER COMMUNICAT	43.23
	553 - SEWER	03/14/25	6010	FRONTIER COMMUNICAT	FRONTIER COMMUNICAT	623.24
	553 - SEWER	03/14/25	6010	FRONTIER COMMUNICAT	FRONTIER COMMUNICAT	43.23
<b>27621</b>						<b>\$237.96</b>
	101 - GENERAL FUND	03/14/25	1925	FRUIT GROWERS SUPPL	FRUIT GROWERS SUPPL	237.96
<b>27622</b>						<b>\$225.35</b>
	101 - GENERAL FUND	03/14/25	7200	INFOARMOR INC	INFOARMOR INC	119.65
	101 - GENERAL FUND	03/14/25	7200	INFOARMOR INC	INFOARMOR INC	105.7
<b>27623</b>						<b>\$1,500.00</b>
	553 - SEWER	03/14/25	180	INGRAM EQUIPMENT CO	INGRAM EQUIPMENT CO	1500
<b>27624</b>						<b>\$3,200.92</b>
	101 - GENERAL FUND	03/14/25	4067	LINCOLN NAT'L INSUR	LINCOLN NAT'L INSUR	2034.19
	101 - GENERAL FUND	03/14/25	4067	LINCOLN NAT'L INSUR	LINCOLN NAT'L INSUR	1166.73
<b>27625</b>						<b>\$1,800.00</b>
	400 - WELLNESS CENTER	03/14/25	6260	LLEON SERVICES	LLEON SERVICES	1800
<b>27626</b>						<b>\$225.00</b>
	887 - SWEETBRIER TOWNHOUSES	03/14/25	6550	MARIO SAGREDO ELECT	MARIO SAGREDO ELECT	225
<b>27627</b>						<b>\$24,402.47</b>
	460 - CA STATE PARKS	03/14/25	7307	MISSION BANK	MISSION BANK	2940.33
	460 - CA STATE PARKS	03/14/25	7307	MISSION BANK	MISSION BANK	21462.14
<b>27628</b>						<b>\$4,408.75</b>
	460 - CA STATE PARKS	03/14/25	6639	MOORE IACOFANO GOLT	MOORE IACOFANO GOLT	4078.75
	460 - CA STATE PARKS	03/14/25	6639	MOORE IACOFANO GOLT	MOORE IACOFANO GOLT	330
<b>27629</b>						<b>\$678.83</b>
	101 - GENERAL FUND	03/14/25	7019	NUTRIEN AG SOLUTION	NUTRIEN AG SOLUTION	169.7
	101 - GENERAL FUND	03/14/25	7019	NUTRIEN AG SOLUTION	NUTRIEN AG SOLUTION	169.71
	552 - WATER	03/14/25	7019	NUTRIEN AG SOLUTION	NUTRIEN AG SOLUTION	169.71
	553 - SEWER	03/14/25	7019	NUTRIEN AG SOLUTION	NUTRIEN AG SOLUTION	169.71
<b>27630</b>						<b>\$375.11</b>
	101 - GENERAL FUND	03/14/25	7242	ODP BUSINESS SOLUTI	ODP BUSINESS SOLUTI	141.26
	101 - GENERAL FUND	03/14/25	7242	ODP BUSINESS SOLUTI	ODP BUSINESS SOLUTI	233.85
<b>27631</b>						<b>\$297.00</b>
	101 - GENERAL FUND	03/14/25	3260	PACIFIC EMPLOYERS	PACIFIC EMPLOYERS	297
<b>27632</b>						<b>\$64.78</b>
	101 - GENERAL FUND	03/14/25	6991	PREMIER ACCESS INSU	PREMIER ACCESS INSU	64.78
<b>27633</b>						<b>\$2,499.36</b>
	101 - GENERAL FUND	03/14/25	6991	PREMIER ACCESS INSU	PREMIER ACCESS INSU	2499.36
<b>27634</b>						<b>\$2,650.41</b>
	101 - GENERAL FUND	03/14/25	6991	PREMIER ACCESS INSU	PREMIER ACCESS INSU	2650.41
<b>27635</b>						<b>\$64.78</b>
	101 - GENERAL FUND	03/14/25	6991	PREMIER ACCESS INSU	PREMIER ACCESS INSU	64.78
<b>27636</b>						<b>\$3,530.45</b>
	101 - GENERAL FUND	03/14/25	6991	PREMIER ACCESS INSU	PREMIER ACCESS INSU	3530.45
<b>27637</b>						<b>\$64.78</b>
	101 - GENERAL FUND	03/14/25	6991	PREMIER ACCESS INSU	PREMIER ACCESS INSU	64.78
<b>27638</b>						<b>\$114.17</b>
	261 - GAS TAX FUND	03/14/25	2869	PORTERVILLE SHELTER	PORTERVILLE SHELTER	114.17
<b>27639</b>						<b>\$97.86</b>
	400 - WELLNESS CENTER	03/14/25	285	QUILL CORPORATION	QUILL CORPORATION	97.86
<b>27640</b>						<b>\$284.50</b>
	552 - WATER	03/14/25	3016	QUINN COMPANY	QUINN COMPANY	142.25
	553 - SEWER	03/14/25	3016	QUINN COMPANY	QUINN COMPANY	142.25
<b>27641</b>						<b>\$299.65</b>

	101 - GENERAL FUND	03/14/25	5624	SIERRA SANITATION,	SIERRA SANITATION,	299.65
<b>27642</b>						<b>\$590.62</b>
	101 - GENERAL FUND	03/14/25	5625	SUPERIOR VISION SER	SUPERIOR VISION SER	590.62
<b>27643</b>						<b>\$408.24</b>
	101 - GENERAL FUND	03/14/25	5625	SUPERIOR VISION SER	SUPERIOR VISION SER	408.24
<b>27644</b>						<b>\$2,938.00</b>
	101 - GENERAL FUND	03/14/25	7318	TARGET SOLUTIONS LE	TARGET SOLUTIONS LE	2938
<b>27645</b>						<b>\$4,661.08</b>
	101 - GENERAL FUND	03/14/25	5755	TELEPACIFIC COMMUNI	TELEPACIFIC COMMUNI	68.49
	101 - GENERAL FUND	03/14/25	5755	TELEPACIFIC COMMUNI	TELEPACIFIC COMMUNI	561.68
	101 - GENERAL FUND	03/14/25	5755	TELEPACIFIC COMMUNI	TELEPACIFIC COMMUNI	801.32
	101 - GENERAL FUND	03/14/25	5755	TELEPACIFIC COMMUNI	TELEPACIFIC COMMUNI	1211.84
	101 - GENERAL FUND	03/14/25	5755	TELEPACIFIC COMMUNI	TELEPACIFIC COMMUNI	754.21
	400 - WELLNESS CENTER	03/14/25	5755	TELEPACIFIC COMMUNI	TELEPACIFIC COMMUNI	749.25
	552 - WATER	03/14/25	5755	TELEPACIFIC COMMUNI	TELEPACIFIC COMMUNI	130.23
	553 - SEWER	03/14/25	5755	TELEPACIFIC COMMUNI	TELEPACIFIC COMMUNI	384.06
<b>27646</b>						<b>\$301.35</b>
	101 - GENERAL FUND	03/14/25	5792	THOMSON REUTERS - W	THOMSON REUTERS - W	301.35
<b>27647</b>						<b>\$301.35</b>
	101 - GENERAL FUND	03/14/25	5792	THOMSON REUTERS - W	THOMSON REUTERS - W	301.35
<b>27648</b>						<b>\$1,134.00</b>
	400 - WELLNESS CENTER	03/14/25	2399	TULARE COUNTY ENVIR	TULARE COUNTY ENVIR	1134
<b>27649</b>						<b>\$407,780.67</b>
	460 - CA STATE PARKS	03/14/25	7300	UNIFIED FIELD SERVI	UNIFIED FIELD SERVI	1000
	460 - CA STATE PARKS	03/14/25	7300	UNIFIED FIELD SERVI	UNIFIED FIELD SERVI	406780.67
<b>27650</b>						<b>\$12.53</b>
	101 - GENERAL FUND	03/14/25	612	WEISENBERGERS ACE H	WEISENBERGERS ACE H	12.53



SUMMARY BY FUNDING SOURCE		\$1,970,373.84
101 - GENERAL FUND		695,209.25
200 - STREET IMPROVEMENT FUND		-
261 - GAS TAX FUND		11,185.56
263 - TRANSPORTATION		303.78
266 - LTF-ART 8 STREETS & ROADS		-
300 - MCDERMONT SALE PROCEEDS		80,973.00
306 - COVID-19 ARPA FUND		-
400 - WELLNESS CENTER		6,889.82
460 - CA STATE PARKS		1,074,362.65
471 - PARK IMPROVEMENTS		-
552 - WATER		68,056.75
553 - SEWER		17,734.89
554 - REFUSE		867.04
556 - VITA-PAKT		1,928.69
600 - CAPITAL IMPROVEMENT		-
660 - RDA OBLIGATION RETIREMENT		-
700 - CDBG REVOLVING LN FUND		1,781.49
702 - CHFA-HELP LHBP		-
720 - HOME REVOLVING LN FUND		9,318.92
779 - 00-HOME-0487		953.00
781 - CAL HOME RLF		584.00
883 - SIERRA VIEW ASSESSMENT		-
884 - HERITAGE ASSESSMENT DIST		-
886 - SAMOA		-
887 - SWEETBRIER TOWNHOUSES		225.00
888 - PARKSIDE		-
889 - SIERRA VISTA ASSESSMENT		-
890 - MAPLE VALLEY ASSESSMENT		-
891 - PELOUS RANCH		-
<b>TOTAL</b>		<b>\$1,970,373.84</b>



## STAFF REPORT

TO: Lindsay City Council

MEETING DATE: March 25, 2025

Item #: 10.4  
Consent

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**DEPARTMENT:** City Manager

**FROM:** Kuyler Crocker, Interim City Manager

**AGENDA TITLE:** Letter of Support for Spruce Road Safety Improvement & Congestion Relief Project

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### ACTION & RECOMMENDATION

Approve the Letter of Support for the Spruce Road Safety Improvement & Congestion Relief Project

### BACKGROUND | ANALYSIS

Tulare County is requesting funding to improve the safety of Spruce Road, which is a regional Farm to Market route along with being a main thoroughfare for many commuters throughout the County.

To improve traffic flow, ease congestion, and enhance traffic safety, Tulare County is proposing to place a stoplight at the intersection of Spruce Road and Avenue 256, which is just a few miles north of the City of Lindsay. As Tulare County has continued to grow, more and more drivers are utilizing Spruce Road for their travel needs.

Tulare County is requesting a letter of support for this vital project. The County is working with U.S. Senator Alex Padilla to secure federal funding. Lindsay residents will benefit from this project, as it is in close proximity to the City and many residents utilize Spruce Road regularly to travel.

Staff recommends supporting this effort to secure funding for a stoplight from our United States Senator Alex Padilla by approving the letter of support and authorizing the Mayor to sign.

### FISCAL IMPACT

There is no fiscal impact associated with this action.

### ATTACHMENTS

1. Letter of Support to U.S. Senator Alex Padilla



## CITY OF LINDSAY

Misty Villarreal

Mayor

251 Honolulu Street | P.O. Box 369 | Lindsay, CA 93247

[mvillarreal@lindsay.ca.us](mailto:mvillarreal@lindsay.ca.us) | 559.562.7102 ext. 8034

March 25, 2025

The Honorable Alex Padilla, U.S. Senator

B03 Russell Senate Office Building

Washington, DC 20510

Re: Support of the Spruce Road Safety Improvement and Congestion Relief Project

Dear Senator Padilla,

On behalf of the City of Lindsay, I write this letter in strong support of the Spruce Road Safety Improvement and Congestion Relief Project. The County of Tulare is requesting funding to install a stoplight at the intersection of Avenue 256 and Road 204 (Spruce Road). The project location is north of the City of Lindsay in a rural, unincorporated region of Tulare County. It is currently an all-way stop intersection, two lanes north-south and two lanes east-west. Road 204 is a heavily traveled corridor and serves as an alternate route to State Route 65 which runs parallel approximately one mile to the west. Much of the traffic is commuters traveling to the neighboring City of Visalia for work, educational opportunities, or to access essential services not available in the surrounding rural communities.

Congestion and traffic collisions at the intersection has increased exponentially over the years, and there is a clear need to address the current issues promptly. This project includes the installation of stoplights to improve safety and improve the flow of traffic along the entire Spruce corridor. It is anticipated that there will be a reduction of collisions and less congestion along the roadway upon completion of this project. The Lindsay City Council supports the Tulare County Board of Supervisors' efforts in securing funding for this project and encourages funding this project through this Congress Directed Spending opportunity.

Sincerely,

Misty Villarreal

Mayor of the City of Lindsay





## STAFF REPORT

TO: Lindsay City Council

MEETING DATE: March 25, 2025

Item #: 11.1  
Action Items

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**DEPARTMENT:** City Manager

**FROM:** City Manager

**AGENDA TITLE:** Sale of Vacant City-Owned Properties

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### ACTION & RECOMMENDATION

Authorize the sale of four vacant City-owned parcels of commercially zoned land, totaling approximately 46,132 square feet (1.05 acres), to Kristar Development LLC for a total purchase price of \$390,000. The parcels are currently listed through brokers Jared Ennis and Kevin Land; and authorize the City Manager to execute all necessary documents to complete the transaction, including but not limited to purchase agreements, escrow instructions, and any required regulatory filings.

### BACKGROUND | ANALYSIS

The City of Lindsay owns four commercial parcels located at:

- 122 E. Honolulu (APN 205-236-013-000)
- 100 E. Honolulu (APN 205-236-014-000)
- 190 S. Elmwood (APN 205-236-020-000)
- 116 S. Elmwood (APN 205-236-022-000)

These parcels have been identified as surplus property suitable for sale to encourage economic development within the City. Kristar Development LLC has expressed interest in purchasing these parcels for commercial development purposes. The City has engaged brokers Jared Ennis and Kevin Land to facilitate the transaction.

The sale of these parcels aligns with the City's objectives to promote economic growth and generate additional commercial development within Lindsay. The buyer, Kristar Development LLC, has a background in commercial development, and their acquisition of these properties is expected to lead to further economic activity in the downtown area.

The agreed-upon purchase price of \$390,000 is considered fair market value based on the broker's assessment and comparable sales in the area. The sale proceeds will provide the City with additional revenue, which may be allocated toward community development, infrastructure improvements, or other municipal priorities.

#### Legal review

The sale of City-owned property requires City Council approval and must comply with all applicable municipal codes and state laws governing public property sales. Legal counsel has reviewed the transaction to ensure compliance with these requirements, including the California Surplus Land Act.

### FISCAL IMPACT

The sale will generate \$390,000 in general fund revenue for the City of Lindsay. This revenue may be allocated for future economic development initiatives, capital improvements, or other City priorities as determined by the Council.

### ATTACHMENTS:

1. Disclosure Regarding Real Estate Agency Relationship
2. Purchase Agreement





**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP**

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

**SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

**To the Seller:** A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

### To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.

- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**BUYER'S AGENT**

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

**To the Buyer:** A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

### To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.

- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

## SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☒ Seller ☐ Lessor ☐ Lessee  
☒ Buyer ☐ Seller ☐ Lessor ☐ Lessee  
 Agent C21 Commercial DRE Lic. # 02032738  
 By: Jared Ennis & Kevin Land DRE Lic. # 01945284 Date: 3/12/2025  
 19CAA4EDF9794

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

PAGE 1 OF 3

INITIALS

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Phone: (559) 705-1000

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Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

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INITIALS



**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP**  
**CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)**

**2079.13.** As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether "Seller" means the transferor in a real property transaction and includes an owner is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

**2079.14.** A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows:

(a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17(a)** As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) **CONFIRMATION:** The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm	<b>DO NOT COMPLETE, SAMPLE ONLY</b>	License Number
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	<b>DO NOT COMPLETE, SAMPLE ONLY</b>	License Number
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate); or <input type="checkbox"/> both the Buyer's Agent and the Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	<b>DO NOT COMPLETE, SAMPLE ONLY</b>	License Number
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	<b>DO NOT COMPLETE, SAMPLE ONLY</b>	License Number
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate); or <input type="checkbox"/> both the Buyer's Agent and the Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

**2079.18** (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

**2079.21** (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

**2079.23** (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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# STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (Vacant Land)

Dated: February 27, 2025

**1. Buyer.**

1.1 KriStar Development LLC, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or 30 days after the waiver or satisfaction of the Buyer's Contingencies, ("Expected Closing Date") to be held by Chicago Title (Sue Myer) ("Escrow Holder") whose address is 7330 N Palm Ave. Suite 101, Fresno, CA 93711

, Phone No. (559) 451-3700, Facsimile No. (559) 431-8936 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

**2. Property.**

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) Four (4) parcels of commercially zoned land totalling ±46,132 SF (±1.05 Acres) commonly known as A.P.N.s

205-236-013-000, 205-236-014-000, 205-236-020-000, 205-236-022-000. is located in the County of Tulare, is commonly known as (street address, City, state, zip) 122 / 100 E Honolulu, 190 / 116 S Elmwood Ave, Lindsay 93247 Lindsay CA 93247 and is legally described as: to be provided by title company

(APN: 205-236-013-000, 205-236-014-000, 205-236-020-000, 205-236-022-000)

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Chicago Title Company ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: N/A

(collectively, the "Improvements").

2.4 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and all of which shall be removed by Seller prior to Closing.

**3. Purchase Price.**

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be: ☒ \$ 390,000.00 or ☐ (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) \$ \_\_\_\_\_ per unit. The unit used to determine the Purchase Price shall be: ☐ lot ☐ acre ☐ square foot ☐ other \_\_\_\_ prorating areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation: \_\_\_\_\_. The Purchase Price shall be payable as follows:

(Strike if not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): \$ 390,000.00

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any: \$ \_\_\_\_\_~~

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of~~

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DS Initial  
JS [Signature] Initials

INITIALS

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OFAL-15.30, Revised 10-13-2022

Century 21 Jordan-Link & Company - Fresno, 7520 N Palm Fresno, CA 93711  
Phone: (559) 705-1000 Fax: Jared Ennis

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~~trust ("Existing Deed of Trust") securing the existing promissory note(s) ("Existing Note(s))".~~

~~(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately: \$ \_\_\_\_\_~~

~~Said First Note is payable at \$ \_\_\_\_\_ per month, including interest at the rate of \_\_\_\_\_ % per annum until paid (and/or the entire unpaid balance is due on \_\_\_\_\_).~~

~~(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately: \$ \_\_\_\_\_~~

~~Said Second Note is payable at \$ \_\_\_\_\_ per month, including interest at the rate of \_\_\_\_\_ % per annum until paid (and/or the entire unpaid balance is due on \_\_\_\_\_).~~

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of: \$ \_\_\_\_\_~~

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

#### 4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of \$ \_\_\_\_\_, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or \_\_\_\_\_ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☒ within 2 or 5 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. Buyer shall deliver to Escrow Holder a check in the sum of \$ 10,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

#### 4.2 Additional deposits:

~~(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of \$ \_\_\_\_\_ to be applied to the Purchase Price at the Closing.~~

~~(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of \$ \_\_\_\_\_ to be applied to the Purchase Price at the Closing.~~

~~(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Broker, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.~~

~~4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit") in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is \_\_\_\_\_. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.~~

~~4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.~~

~~4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).~~

#### ~~5. Financing Contingency. (Strike if not applicable)~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least \_\_\_\_\_ % of the Purchase Price, on terms acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within \_\_\_\_\_ days following the Date of Agreement that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

#### ~~6. Seller Financing (Purchase Money Note) (Strike if not applicable)~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of \_\_\_\_\_ % per annum, with principal and interest paid as follows: \_\_\_\_\_~~

INITIALS

INITIALS



~~The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

## 7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, Confirms and consents to the following agency relationships in this transaction with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)")

Seller's Brokerage Firm C21 Commercial

License No. 02032738 Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (dual agent).

Seller's Agent Jared Ennis & Kevin Land

License No. 01945284 & 01516541 Is (check one): ☒ the Seller's Agent (salesperson or broker associate); or ☐ both the Buyer's Agent Agent and the Seller's Agent (dual agent).

Buyer's Brokerage Firm C21 Commercial

License No. 01121565 Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (dual agent).

Buyer's Agent Jared Ennis & Kevin Land

License No. 022221474 Is (check one): ☒ the Buyer's Agent (salesperson or broker associate); or ☐ both the Buyer's Agent Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers and agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

## 8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.



8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges ~~and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance.~~ (See also paragraph 11)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 9.5, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is termination for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

#### 9. Contingencies to Closing.

9.1 IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS. If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or 10 days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has 10 or 60 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has 30 or 60 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has 30 or 60 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days of the Date of Agreement.

(e) *Governmental Approvals.* Buyer has 30 or 60 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or 10 days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.



(g) *Survey*. Buyer has 30 or 60 days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements*. Seller shall within 10 or 10 days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association*. Seller shall within 10 or 10 days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements*. Seller shall within 10 or 10 days following the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) *Financing*. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

(l) *Existing Notes*. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or 10 days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or 10 days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or 10 days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or 10 days from the receipt of such documents to satisfy itself with regard to the form and content thereof.

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has 10 or 10 days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or 10 days following the Date of Agreement.

(n) *Destruction, Damage or Loss*. There shall not have occurred prior to the Closing, a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "Buyer's Contingencies" and individually as a "Buyer's Contingency."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("Disapproved Item(s)"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("Buyer's Request"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("Seller's Response"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("Buyer's Reply Period"), reply to a Seller's Response ("Buyer's

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Reply") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

#### 10. Documents Required at or Before Closing:

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer.

The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

**IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.**

#### 11. Prorations and Adjustments.

11.1 Taxes. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by



supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 **Insurance. WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 **Rentals, Interest and Expenses.** Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 **Security Deposit.** Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 **Post Closing Matters.** Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 **Variations in Existing Note Balances.** In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 **Variations in New Loan Balance.** In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 **Owner's Association Fees.** Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

## 12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) **Authority of Seller.** Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) **Maintenance During Escrow and Equipment Condition At Closing.** Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) **Hazardous Substances/Storage Tanks.** Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) **Compliance.** Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) **Changes in Agreements.** Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) **Possessory Rights.** Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) **Mechanics' Liens.** There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) **Actions, Suits or Proceedings.** Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) **Notice of Changes.** Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) **No Tenant Bankruptcy Proceedings.** Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) **No Seller Bankruptcy Proceedings.** Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) **Personal Property.** Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, feasibility studies, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.



**13. Possession.**

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

**14. Buyer's Entry.**

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

**15. Further Documents and Assurances.**

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

**16. Attorneys' Fees.**

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

**17. Prior Agreements/Amendments.**

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

**18. Broker's Rights.**

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

**19. Notices.**

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger or by mail, postage prepaid, to the address set forth in this Agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

**20. Duration of Offer.**

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Lindsay, CA on the date of March 7, 2025,

it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

**21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).**

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$10,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, ~~AND ANY ESCROW, PRICING, CLOSING FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.~~

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Buyer Initials Seller Initials

**22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)**

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL

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ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

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Buyer Initials

Seller Initials

### 23. Miscellaneous.

23.1 **Binding Effect.** Buyer and Seller both acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein. In addition, this Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions.**

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

### 24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) **Seller's Agent.** A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

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(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 **Confidential Information:** Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. **Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**26. Additional Provisions:**

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs \_\_\_\_\_ through \_\_\_\_\_. (If there are no additional provisions write "NONE".)

[illegible]

**ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:**

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

**WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.**

PAGE 10 OF 11

INITIALS

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**NOTE:**

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

**BROKER**

C21 Commercial

Att: Jared Ennis & Kevin Land

Title: \_\_\_\_\_

Address: 7520 N Palm Ave #102

Fresno, CA 93711

Phone: (559) 302-8698

Fax: \_\_\_\_\_

Email: Jared@ / Kevin@CentralCaCommercial.com

Federal ID No.: \_\_\_\_\_

Broker DRE License #: 02032738

Agent DRE License #: 01945284 & 01516541

Date: \_\_\_\_\_

**BUYER**

KriStar Development LLC

A California Limited Liability Company

By: Kris Kristjansson

3/14/2025

Name Printed: Kris Kristjansson

Title: Managing Member

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: kris krist25@gmail.com

By: Jon Startz

3/14/2025

Name Printed: Jon Startz

Title: Managing Member

Phone: (818) 877-0377

Fax: \_\_\_\_\_

Email: jon@jonstartz.com

Address: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

**27. Acceptance.**

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 6.000 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 6.000 % and Buyer's Broker \_\_\_\_\_ %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

**NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.**

**BROKER**

C21 Commercial

Att: Jared Ennis & Kevin Land

Title: \_\_\_\_\_

Address: 7520 N Palm Ave #102

Fresno, CA 93711

Phone: (559) 302-8698

Fax: \_\_\_\_\_

Email: Jared@ / Kevin@CentralCaCommercial.com

Federal ID No.: \_\_\_\_\_

Broker DRE License #: 02032738

Agent's DRE License #: 01945284 & 01516541

Date: \_\_\_\_\_

**SELLER**

City of Lindsay

a California municipal corporation

By: \_\_\_\_\_

Name Printed: Daymon Qualls

Title: City Manager

Phone: (559) 562-7102 X8010

Fax: \_\_\_\_\_

Email: dqualls@lindsay.ca.us

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address: 251 E Honolulu St

Lindsay, CA 93247

Federal ID No.: \_\_\_\_\_

AIR CRE \* <https://www.aircre.com> \* 213-687-8777 \* [contracts@aircre.com](mailto:contracts@aircre.com)

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INITIALS

DS Initial  
JS [Signature] [Signature]  
INITIALS

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**ADDENDUM  
TO  
AIR CRE STANDARD OFFER, AGREEMENT AND ESCROW  
INSTRUCTIONS FOR PURCHASE OF REAL ESTATE  
(VACANT LAND)**

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THIS ADDENDUM TO AIR CRE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (VACANT LAND) DATED FEBRUARY 26, 2025 (this “**ADDENDUM**”) is made and entered into as of the 26th day of February, 2025 (“**ADDENDUM Date**”), by and between CITY OF LINDSAY, a California municipal corporation (“**Seller**”), and KRISTAR DEVELOPMENT, LLC, a California limited liability company (“**Buyer**”). Seller and Buyer are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

**R E C I T A L S**

WHEREAS, Buyer and Seller are Parties to that certain AIR CRE Standard Offer, Agreement And Escrow Instructions For Purchase Of Real Estate with an effective date, otherwise known as the Date of Agreement, of \_\_\_\_\_ (the “**Agreement**”).

WHEREAS, Seller acknowledges that Buyer desires seek approval from the planning department of the City Of Lindsay of Buyer’s site plans of the Buyer’s intended development.

WHEREAS, Buyer shall hire an architect/engineer to draft an initial conceptual site plan within 7-days of the Date of Agreement.

WHEREAS, Buyer shall submit to Seller’s planning department the initial conceptual site plan within 30-days of the Date of Agreement.

WHEREAS, Buyer shall submit to Seller (i.) to-scale site plans and (ii.) all Due Diligence materials within 45-days of the Date of Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined herein, capitalized terms used in this ADDENDUM shall have the meanings ascribed to such terms in the Original Agreement. On and after the ADDENDUM Date, all references to the “Agreement” shall be deemed as a reference to the Agreement as modified by the ADDENDUM.

2. **First Due Diligence Extension.** Upon completion and submission of the terms and conditions set forth above, should the Buyer require additional time for due diligence beyond the Initial Due Diligence Period to conduct its due diligence, then the Buyer shall have the right to extend the due diligence for a period of sixty (60) days, (“First Due Diligence Extension”). In order

DS  
JS

Initial  
kk

to exercise the First Due Diligence Extension, the Buyer shall provide written notice to Seller, and shall deposit on or before the expiration of the Initial Due Diligence Period an additional deposit of ten thousand dollars and no/100 (\$10,000.00), (the "First Due Diligence Extension Deposit"). The First Due Diligence Extension Deposit shall be non-refundable to the Buyer and payable to the Seller in the event that escrow does not close (except in the event of Seller default in which case all deposits are refundable to the Buyer) but shall remain applicable to the purchase price at closing.

3. **Second Due Diligence Extension.** Should the Buyer require additional time for due diligence beyond the Initial Due Diligence Period and the First Due Diligence Extension to conduct its due diligence, then the Buyer shall have the right to extend the due diligence for another period of sixty (60) days, ("Second Due Diligence Extension"). In order to exercise the Second Due Diligence Extension, the Buyer shall provide written notice to Seller, and shall deposit on or before the expiration of the First Due Diligence Extension Period an additional deposit of ten thousand dollars and no/100 (\$10,000.00), (the "Second Due Diligence Extension Deposit"). The Second Due Diligence Extension Deposit shall be non-refundable to the Buyer and payable to the Seller in the event that escrow does not close (except in the event of Seller default in which case all deposits are refundable to the Buyer) but shall remain applicable to the purchase price at closing.

4. **Cumulative Non-Refundable Deposits.** Upon full execution of this First Amendment the cumulative non-refundable Buyer deposits payable to the Seller if escrow fails to close (except in the case of Seller default) becomes Thirty Thousand dollars and no/100 (\$30,000.00). All Buyer deposits shall be applied to the purchase price at closing.

5. **Closing Costs.** The Buyer shall pay the usual recording fees and any required documentary transfer taxes. Buyer shall pay the premium for a standard coverage owner's or joint protection policy of title insurance.

6. **Close of Escrow.** The close of escrow shall be no later than Friday, October 31, 2025.

7. **Controlling Terms.** In the event of a conflict between the terms set forth in this ADDENDUM and the Original Agreement, the terms of this ADDENDUM shall control.

8. **Full Force and Effect.** All of the other terms and conditions of the Agreement that are not specifically amended herein shall remain in full force and effect.

9. **Counterparts and Electronic or Facsimile Signatures.** This ADDENDUM may be executed in counterparts. Each counterpart taken together shall constitute one and the same agreement. It is agreed that an electronic or facsimile signature shall evidence and constitute valid execution of this ADDENDUM and shall be binding on the signing party upon the signing party's receipt of evidence of full execution. At the request of either party, the Parties will confirm electronically transmitted signatures by signing an original document.

10. **Ambiguity.** All provisions of this ADDENDUM have been negotiated by both Parties at arm's length and neither Party shall be deemed the scrivener of this ADDENDUM. This ADDENDUM shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof.

11. **Authority.** Seller and Buyer warrant to each other that each of the Parties is fully authorized to enter into this ADDENDUM in the capacity indicated by its signature.

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JS lk

12. **Incorporation of Recitals.** The Recitals portion of this ADDENDUM set forth above are hereby acknowledged and agreed to.

13. **Survival.** The provisions of this ADDENDUM shall survive the Close of Escrow and delivery and recordation of the Grant Deed.

IN WITNESS WHEREOF, the Parties hereto have executed this ADDENDUM as of the date and year hereinabove written.

**“SELLER”**

CITY OF LINDSAY, a California municipal corporation

By: \_\_\_\_\_  
Daymon Qualls

Date: \_\_\_\_\_

**“BUYER”**

KRISTAR DEVELOPMENT, LLC, a California limited liability company

Signed by:  
By:  \_\_\_\_\_  
9E2ECA9F865A43F...  
Kris Kristjansson  
3/14/2025

Date: \_\_\_\_\_

DocuSigned by:  
 \_\_\_\_\_  
5DA595C0377949D...  
Jon Startz

3/14/2025

DS Initial  
 



# STAFF REPORT

TO: Lindsay City Council

MEETING DATE: March 25, 2025

Item #: 12.1  
Public Hearing

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**DEPARTMENT:** City Services

**FROM:** Ryan Heinks, Acting Director of City Services and Planning

**AGENDA TITLE:** First Reading of Ordinance 615 approving a Development Agreement between the City of Lindsay and Quest Equity LLC on behalf of Daley Enterprises for the Tentative Subdivision Map No 24-01, known as Hidden Oaks Subdivision.

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## ACTION & RECOMMENDATION

First Reading of Ordinance 615, an Ordinance of the City Council of the City of Lindsay approving a Development Agreement between the City of Lindsay and Quest Equity LLC on behalf of Daley Enterprises (collectively "Developer") & Tentative Subdivision Map No. 24-01, known as Hidden Oaks Subdivision.

## BACKGROUND | ANALYSIS

This staff report provides a recommendation for the approval of a Development Agreement for the Hidden Oaks Subdivision, a 50-lot single-family residential subdivision proposed by Quest Equity LLC on behalf of Daley Enterprises.

Development agreements are essential tools that establish a structured process between the City and developers to ensure projects align with community needs, regulations, and long-term planning goals. The Hidden Oaks Subdivision has been under review and is consistent with the City's Comprehensive Plan and zoning regulations.

The proposed project will support the City's housing development objectives by increasing the availability of single-family homes, addressing growing residential demands, and integrating modern infrastructure improvements. The Developer has committed to meeting all city, state, and federal requirements, including zoning, environmental, and building codes.

As part of the Development Agreement, the Developer will be responsible for infrastructure improvements and community benefits, ensuring that the project contributes positively to Lindsay's long-term growth.

## FISCAL IMPACT

The developer is responsible for paying a Development Agreement Fee of \$8,338.00.

## ATTACHMENTS:

1. Development Agreement
2. Ordinance 615

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

(Space Above This Line Reserved For Recorder's Use)

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**DEVELOPMENT AGREEMENT  
NO. 25-01 BY AND BETWEEN**

**CITY OF LINDSAY**

**AND**

**DALEY ENTERPRISES INC**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of \_\_\_\_\_, 2025 by and between Daley Enterprises Inc. , (“Developer”), and the City of Lindsay, (“City”), pursuant to California Government Code § 65864, et seq. There are no other parties to this Agreement

**RECITALS**

A. Statutory Authority. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California has enacted California Government Code § 65864, et seq. (the “Development Agreement Statute”), which authorizes the City to enter into an agreement with any persons and entities having a legal or equitable interest in real property regarding the development of such property, to provide for the development of such property and establish certain development rights therein.

B. Pursuant to the Development Agreement Statute, the City Council has adopted rules and regulations for considering and processing development agreements that are set forth in City Resolution 23-18. This Agreement has been processed, considered and executed in accordance with the procedures and requirements as set forth in the Development Agreement Statute and City Resolution 23-18.

C. Developer represents that, as of the recordation of this Agreement, it will have the legal or equitable interest to land consisting of approximately 8 97/100 (8.97) gross acres, as shown on the attached map attached hereto as Exhibit A, and legally described in Exhibit B (the “Property”).

D. In addition to this Agreement and consolidated conditions of approval attached and incorporated hereto as Exhibit C (“Conditions of Approval”) the Property is subject to the following land use plans and entitlements (“Project Approvals”)



1. On September 10, 2024 the City Council adopted Resolution No. 24-01, approving Tentative Subdivision Map Hidden Oaks and Planned Unit Development No. 2024-01 and related conditions of approval, which set forth the infrastructure obligation and conditions related to the development and build out of 50 residential lots on 8.97 acres.
2. On September 10, 2024, the City Council adopted Resolution No. 24-34, approved an Initial Study/Mitigated Negative Declaration in connection with the approval of the Tentative Subdivision Map Hidden Oaks and Planned Unit Development No. 24-01.

E. Developer proposes to develop the Property into fifty (50) residential lots and related public improvements, including streets, sidewalks, street lights and utilities, see Exhibit A and B. The final subdivision map will provide dedications for all public improvements in conformance with the provisions of this Agreement, Conditions of Approval, Project Approvals, and Subsequent approvals (defined below).

F. Subject to the approval of this Agreement, City and Developer understand that additional land use approvals, entitlement and permits may be necessary to implement the Project. The Subsequent Approvals will include, but may not be limited to, a Subdivision Improvement Agreement and a Reimbursement Agreement.

G. In addition to the improvements required to facilitate the Project, Developer also agrees to contribute to the costs of the City Water Facilities in accordance with the terms of this Agreement.

H. The City finds that the development of the Project in accordance with this Agreement, the Project Approvals, and Subsequent Approvals will provide for orderly growth within the City consistent with the goals, policies and provision of the General Plan.

I. In exchange for these benefits to the City, together with the public benefits that will result from the development of the Project pursuant to the Conditions of Approval, Project Approvals and Subsequent Approvals, Developer seeks assurance that it may proceed with the Development of the Project in accordance with the terms and conditions of this Agreement.

J. Vesting of rights in exchange for the benefits to City described in the preceding Recitals, together with the other public benefits that will result from the development of the Project, Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with all applicable laws, and may in the future apply for and obtain subsequent approvals consistent with this Agreement, and therefore desires to enter into this Agreement. The Project is vested with the right to develop the Property consistently with the General Plan and Zoning Code at the time of Project Approval. Per Section 6.B. of the City Resolution 23-18, regulations governing permitted uses of land, density, design, improvement and construction standards and specifications applicable to development of the Property are the regulations in force at the time of the execution of this Agreement. This Agreement shall not, however, prevent the City from applying new rules, regulations, and policies which do not conflict with the terms of this Agreement, nor shall this Agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations, or policies. Also, in accordance with Section 6.C. of City Resolution 23-18, if changes in federal or state laws or regulations, which are enacted after execution of this Agreement, prevent or preclude compliance with one (1) or more provisions of this Agreement, such provisions shall be modified or suspended as necessary to comply with such federal or state laws or regulations.

K. Consistency with General Plan and Zoning Code. The City after conducting all duly noticed public hearings, has found that this Agreement is consistent with the General Plan and Zoning Code.



## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### **ARTICLE 1. DEFINITIONS**

Section 1.01. “Agreement” means this Development Agreement entered into by and between the City and Developer related to the development know as Hidden Oaks Tentative Subdivision.

Section 1.02 “City” shall mean the City of Lindsay, a California municipal corporation.

Section 1.03 “City Council” shall mean the City Council of the City of Lindsay.

Section 1.04 “City Code” shall mean the Lindsay Municipal Code.

Section 1.05. “City Manager” shall mean the City Manager of the City of Lindsay.

Section 1.06. “Conditions of Approval” shall mean the consolidated conditions of approval for the Project, attached and incorporated hereto as Exhibit \_\_ in connection with Resolution No. 24.34.

Section 1.07. “Project Approvals” shall mean the Tentative Subdivision Map approval, the Planned Unit Development approval, and the Final Map Approval.

Section 1.08. “Subsequent Approvals” shall mean all future entitlements sought by Developer, or their successors/transferees in interest that are required for the Project’s development.

Section 1.09. Other Miscellaneous Terms. For the purposes of this Agreement, the singular shall include the plural; the masculine gender shall include the feminine; “shall” or “will” are mandatory; “may” is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

### **ARTICLE 2. EFFECTIVE DATE**

Section 2.01. Effective Date. This Agreement shall become effective as of \_\_\_\_\_, 2025 (“Effective Date”) and shall expire on \_\_\_\_\_, 2035.

### **ARTICLE 3. OBLIGATIONS OF DEVELOPER**

Section 3.01. Obligations of Developer Generally. In consideration of the City entering into this Agreement, Developer agrees that it will comply with this Agreement and with all Project Approvals and Subsequent Approvals related to the Project. An express condition to City’s issuance of any permits to or for the benefit of the Project shall be the construction of those public infrastructure improvements that are required through this Agreement, Conditions of Approval, Project Approvals, or Subsequent Approvals. The parties acknowledge and agree that City’s agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long-term covenants and obligations, as set forth herein.

Section 3.02. Water Facility Payment. Developer shall pay to City one thousand five hundred dollars (\$1,500) per lot, payable at the time of the Final Map recordation for each phase to be based on the number of lots contained in the Final Map for such phase. Payment for all lots within a phase will be due in full at the time of Final Map.

Section 3.03 Impact Fees. Developer agrees to pay development fees for Water Acreage, Sewer Acreage, Storm Drain Acreage, and Parkland, as shown in the attached fee schedule Exhibit D at the time of Final Map recordation, based on the number of lots or acreage contained in the Final Map.

Section 3.04. Indemnification.

A. Indemnity.

(1) Except to the extent caused by the intentional misconduct or negligent acts, errors or omissions of City or one or more of City's officials, employees, agents, attorneys, or contractors (collectively "City Affiliated Parties") Developer shall indemnify, defend, and hold harmless City and its elected or appointed officials, officers, employees, agents, representatives, and independent contractors (collectively "Indemnified Parties") from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which the Indemnified Parties, or any of them, may sustain or incur as a consequence of or in any way related to Developer's negligence, recklessness, or willful misconduct or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement, including, without limitation, the design and construction of infrastructure improvements required pursuant to this Agreement, Conditional of Approval, the Project Approvals, or Subsequent Approvals.

(2) Developer's obligation to indemnify, defend, and hold harmless shall survive expiration or termination of this Agreement.

(3) Nothing in this section shall be construed to mean that Developer shall defend, indemnify, release or hold harmless the Indemnified Parties from any claims of personal injury, death or property damage arising from, or alleged to arise from: (i) maintenance or repair by Indemnified Parties of the infrastructure improvements for which City is responsible; or (ii) the Indemnified Parties' negligence or willful misconduct.

(4) Following the execution of an Assignment and Assumption Agreement in connection with a transfer concerning less than the entire Property, owners of the resulting portions of the Property shall be severally, but not jointly, liable for Developer's obligations under this section only to the extent that such obligations relate to their respective portions of the Property.

B. Attack of Proceedings. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless the Indemnified Parties, and each of them, from any claim, action, or proceeding against the Indemnified Parties, or any of them, to attack, set aside, void, or annul an approval of City of this Agreement, Project Approvals, Subsequent Approvals, or any other approval required for development of the Project.

C. Effect of Insurance. Developer's obligation to defend, indemnify and hold the Indemnified Parties, and each of them, harmless under the provisions of this section is not limited to or restricted by any requirement in this Agreement for Developer to procure and maintain insurance coverage.

D. Defense of Claim. If any such claim, action, or proceeding is brought against the Indemnified Parties, or any of them, Developer shall, at City's election, defend City at Developer's sole expense by counsel satisfactory to City or, upon demand, pay any and all of City's legal fees should City elect to utilize its own legal counsel.

E. Notice of Claim. City shall promptly notify Developer of any claim, action, or proceeding against the Indemnified Parties, or any of them, relating to the performance, or omission to perform, any term or condition of this Agreement. The Indemnified Parties shall cooperate fully in the defense of such claim, action, or proceeding.

#### **ARTICLE 4. OBLIGATIONS OF CITY**

Section 4.01. Obligations of the City Generally. For consideration of Developer entering into this Agreement, City agrees that it will comply with the terms and conditions of this Agreement. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for the City's agreement to perform and abide by the long term covenants and obligations of the City, as set forth herein.

Section 4.02 Water Availability.

The City anticipates that, based on planned water system improvements, it will have sufficient water supply to serve the Project. Accordingly, upon execution of the Development Agreement, the City agrees to issue a Water Will Serve letter for the entirety of the subdivision, subject to the continued availability of water resources and compliance with all applicable regulations. However, if significant unforeseen circumstances arise that materially impact the City's water supply or infrastructure, including but not limited to regulatory changes, drought conditions, or system failures, the City reserves the right to take necessary action, including the imposition of an emergency moratorium on new development, as permitted under California state law. The City will make reasonable efforts to mitigate such circumstances and provide timely updates to the Developer should any potential impacts arise.

Section 4.03. Protection of Vested Rights. To the maximum extent permitted by law, City observe the vested rights provided by this Agreement to Developer over the term of this Agreement.

#### **ARTICLE 5. COOPERATION - IMPLEMENTATION**

Section 5.01. Processing Application for Subsequent Approvals. By entering into this Agreement, City has made a final policy decision that the Project and the contributions to public improvements is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise to prevent or delay development of the Project; provided however, City shall not be prevented from adhering to the provisions of Section 6.B. and 6.C. of City Resolution 23-18.

#### **ARTICLE 6. AMENDMENT**

Section 6.01. Amendment of This Agreement. This Agreement may be amended from time to time by mutual written consent of the parties hereto or their successors in interest in accordance with Government Code Sections 65865.1, 65867, 65867.5 and 65868.

#### **ARTICLE 7. ASSIGNMENT, TRANSFER AND NOTICE**

Section 7.01.

A. Developer shall have the right under this Agreement to assign its rights, interests, and obligations hereunder, and they may be transferred, sold, or assigned in conjunction with the transfer, sale, or assignment of all or a portion of the Property at any time during the term of this Agreement. However, no

transfer, sale, or assignment of all or any portion of the rights, interests or obligations hereunder shall occur without the prior written notice to City and approval by the City Council, which approval shall not be unreasonably withheld or delayed. The City Council shall consider and decide the matter after written notice is provided to the City Manager by Developer, and receipt by the City Council of all necessary documents, certifications, and any other information reasonably required by the City Council to decide the matter. Approval by the City Council shall be for the purposes of: (i) providing written notice to City; (ii) assuring that all obligations of Developer are allocated as between Developer and the proposed purchaser, transferee, or assignee if any obligations are being retained by Developer; (iii) assuring City that the proposed purchaser, transferee, or assignee is capable of satisfactorily performing the obligations hereunder; and (iv) assuring City that if only a portion of the rights, interests, and obligations hereunder are being transferred, sold, or assigned, said transfer, sale, or assignment will not interfere with the orderly development of the Project as established herein.

B. If Developer seeks to transfer, sell, or assign all or a portion of the rights, interests, and obligations of Developer hereunder, Developer's assignee shall execute a document ("Assignment and Assumption Agreement") reasonably satisfactory to City through which Developer and assignee acknowledge allocation of responsibilities hereunder. Upon the City Council's approval of an Assignment and Assumption Agreement, Developer shall, except as otherwise provided herein and/or except for obligations expressly retained by Developer, be released from its obligations under this Agreement with respect to the portion of the Property being transferred, sold, or assigned. Developer will remain responsible under this Agreement to the extent that Developer's responsibilities are not assigned to and assumed by an assignee or successor-in-interest of Developer.

C. The conditions and covenants set forth in this Agreement and incorporated herein shall run with the land, and the benefits and burdens shall, except as otherwise provided herein, bind and inure to the benefit of all successors-in-interest to the parties in accordance with the provisions of Section 65868.5 of the California Government Code. Each and every purchaser, assignee, or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary hereof and a party hereto, but only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all duties and obligations of Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.

## **ARTICLE 8. DEFAULT; REMEDIES; TERMINATION**

Section 8.01. Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (unless such period is extended by mutual written consent), shall constitute a default ("Default") under this Agreement. Any notice given pursuant to the preceding sentence ("Default Notice") shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. A party will not, however, be deemed in Default, if the nature of the failure to perform is non-monetary in nature and is such that it cannot reasonably be cured within such thirty (30) day period, and the non-performing party commences to cure the breach within such time period and diligently pursues such efforts through completion. Upon the occurrence of a Default under this Agreement, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a Default, terminate this Agreement. If the breach is cured, then no Default shall exist and the noticing party shall take no further action.

Section 8.02. Force Majeure and Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in Default where delays in

performance or failures to perform non-monetary obligations are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting state or federal laws or regulations, judicial decisions, or similar basis for excusable performance which is not within the reasonable control of the party to be excused (collectively "Force Majeure"). Litigation attacking the validity of this Agreement, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project pursuant to this Agreement, shall also be deemed to create an excusable delay as to Developer (collectively "Excusable Delay"). In the event of Force Majeure or Excusable Delay, the parties shall memorialize in writing the extension of time for the performance of any obligation whose performance has been so prevented or delayed. The term of any such extension shall be equal to the period of the Excusable Delay or Force Majeure or such other period as may be mutually agreed upon by both parties.

## **ARTICLE 9. NO AGENCY, JOINT VENTURE OR PARTNERSHIP**

It is specifically understood and agreed to by and between the parties hereto that: (i) the subject development is a private development; (ii) City has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement and any the Project Approvals and applicable law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

## **ARTICLE 10. MISCELLANEOUS**

Section 10.01. Enforceability. City and Developer agree that, unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall, except as otherwise provided herein, be enforceable by any party hereto, notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code Section 65866.

Section 10.02. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 10.03. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals and Subsequent Approvals and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 10.04. Construction. The Parties have been represented by counsel throughout the negotiation of the Project and creation of this agreement. Counsel for both Parties have contributed to this Agreement and approved it in its final form. Therefore both sides can be considered the drafting party, and neither party is subject to the presumption that ambiguities shall be construed against the drafting party in the interpretation or enforcement of this Agreement.

Section 10.05. Periodic Review of Compliance with Agreement. As required by Government Code Section 65865.1, the City shall conduct reviews at least once per year, as well as whenever the City deems that such a review is necessary to ensure that the Project and Developer remain in good faith compliance with this Agreement. This Agreement may be modified or cancelled if the City deems that Developer or the Project have not complied in good faith with any terms or conditions of this Agreement.

Section 10.06. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

City of Lindsay  
251 E. Honolulu Street  
Lindsay, CA 93247  
Attention: Kuyler Crocker, City Manager

Daley Enterprises Inc.  
1356 E. Tulare  
Tulare CA 93274

Section 10.07. Entire Agreement, Counterparts and Exhibits. This Agreement is executed in duplicate, each of which is deemed to be an original. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

Section 10.08. Waiver. Any waivers of the provisions of this Agreement or any breach of covenants or

conditions contained in this Agreement shall be effective only if in writing and signed by the appropriate authorities of City and Developer. A waiver of one (1) provision or breach shall not be considered as a continuing waiver, shall not constitute a waiver of any other conditions or covenants and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

Section 10.09. Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of Tulare County.

Section 10.10. No Third-Party Beneficiaries. No person or entity shall be deemed to be a third- party beneficiary hereof and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than City and Developer any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 10.11. Titles of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of this Agreement's provisions.

Section 10.12. Discretion of City. Except for the obligations under this Agreement, City's execution of this Agreement in no way limits the discretion of City in the permit or approval process in connection with any site plan approvals, subsequent entitlements, land use decisions, construction or improvements which are within City's jurisdiction.

Section 10.13. Representations of Authority. Each person signing this Agreement on behalf of a non-person entity hereby represents and warrants to the other party they have authorization to sign this Agreement and bind the entity on whose behalf they are signing the Agreement.

Section 10.14. California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action shall be in Tulare County, California.

Section 10.15. Attorneys' Fees. In the event of any action between City and Developer seeking enforcement of any of the terms and conditions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, but not limited to, taxable costs and reasonable attorneys' fees. Seller and Buyer agree that any such action shall be venued in Tulare County, California or in the Federal District Court in Fresno, California.

Section 10.16. Conflict with Other Documents. Nothing in this Agreement is intended to supersede, terminate, modify or otherwise affect any provision of the Project Approvals or Subsequent Approvals. In the event of a conflict between this Agreement and the Project Approvals or Subsequent Approvals, the Project Approvals and Subsequent Approvals shall govern. The execution of this Agreement by the parties hereto shall in no way otherwise affect the validity of any or all of the provisions of the Project Approvals or Subsequent Approvals.

**IN WITNESS WHEREOF**, the City of Lindsay, a municipal corporation, has authorized the execution of this Development Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Ordinance No. \_\_\_\_ adopted by the City Council of the City of Lindsay on \_\_\_\_\_, 2025, and executed in duplicate.

CITY OF LINDSAY

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk (SEAL)

*Approved as to Form:*

By: \_\_\_\_\_  
City Counsel

*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 TULARE )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her  
signature on the instrument the persons, or the entity upon behalf of which the person 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.

(SEAL)

NOTARY PUBLIC

*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 TULARE                         )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her  
signature on the instrument the persons, or the entity upon behalf of which the person 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.

(SEAL)

NOTARY PUBLIC

*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.*

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  ) SS  
COUNTY OF TULARE                         )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her  
signature on the instrument the persons, or the entity upon behalf of which the person acted, executed the  
instrument.

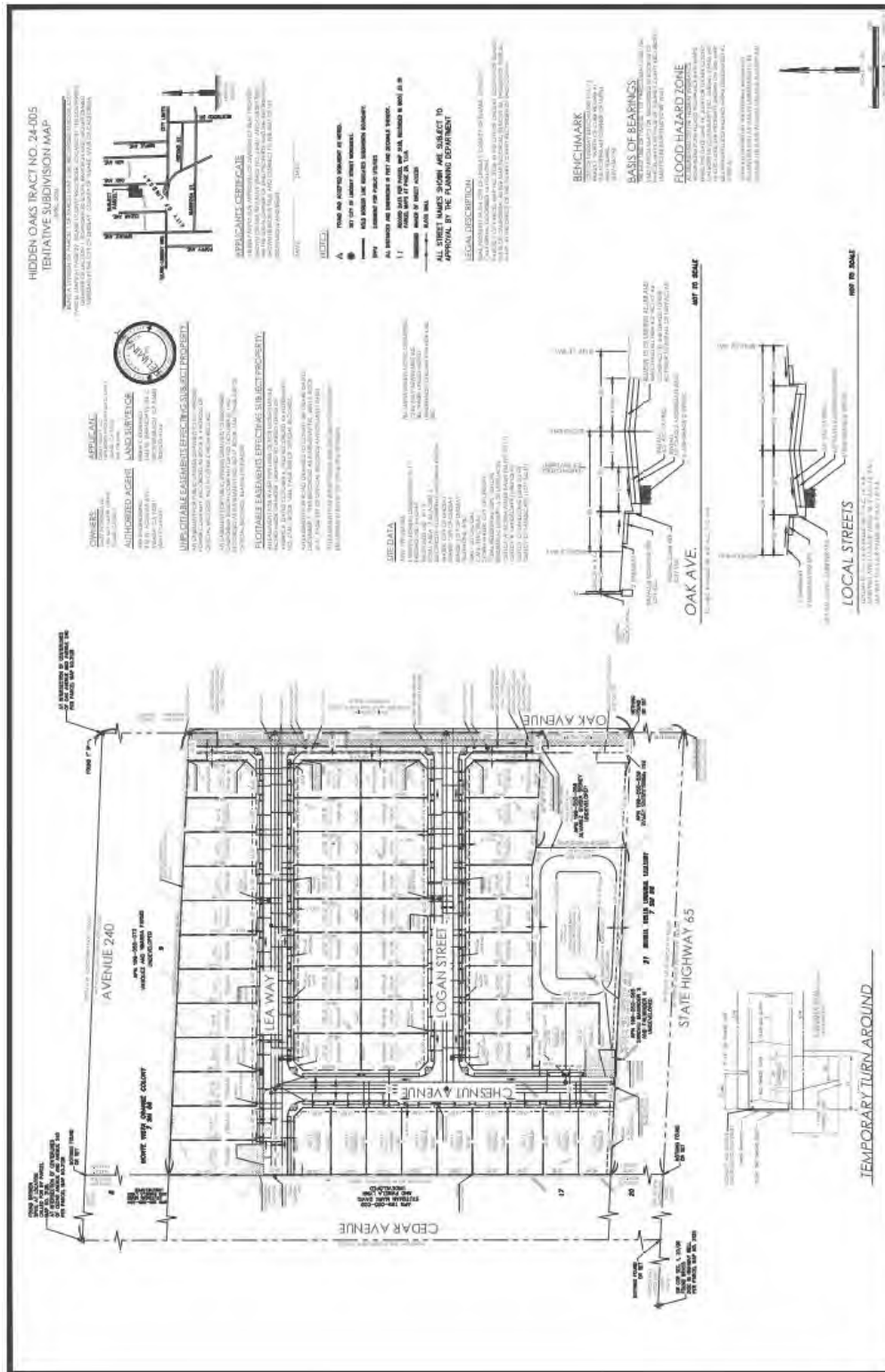
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

NOTARY PUBLIC

# **EXHIBIT "A"** **TENTATIVE SUBDIVISION HIDDEN OAKS**



**Exhibit B**

**Real property in the City of Lindsay, County of Tulare, State of California, described as follows:**

PARCEL NO. 1 OF PARCEL MAP NO. 3128, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 32, PAGE 29](#) OF PARCEL MAPS, TULARE COUNTY RECORDS.

APN: 199-050-055-000

**Exhibit C**  
**CONDITIONS OF APPROVAL**



**Exhibit D**  
**CITY IMPACT FEES**

**CITY OF LINDSAY FEE SCHEDULE**

<b>DEVELOPMENT FEES</b>		
Engineering Development/Public Improvement Plan Check and Inspection, percent by value	4%	Project Valuation
Water Acreage Fee	\$ 400.00	per acre
Sewer Acreage Fee	\$ 300.00	per acre
Storm Drain Acreage Fee per Acre	\$ 550.00	R-1-7
	\$ 650.00	RM-3
	\$ 800.00	RM1.5
	\$ 950.00	Industrial
	\$ 1,090.00	Commercial
Parkland Fee	\$ 650.00	Per house
Grading Permit Fee	\$ 0.20	per Cubic Yard



## ORDINANCE NO. 615

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LINDSAY AND QUEST EQUITY LLC ON BEHALF OF DALEY ENTERPRISES (COLLECTIVELY "DEVELOPER"), TENTATIVE SUBDIVISION MAP NO. 24-01, KNOWN AS HIDDEN OAKS SUBDIVISION.

The City Council of the City of Lindsay does ordain as follows:

### Section 1:

That certain Development Agreement (the "Hidden Oaks Development Agreement") by and between the City of Lindsay and **Quest Equity LLC on behalf of Daley Enterprises**, pertaining to that certain residential housing development ("Hidden Oaks Subdivision") located **within the City of Lindsay**, which property is more particularly described in said **Hidden Oaks Development Agreement**, is attached hereto as Attachment "1" and is hereby incorporated by reference.

### Section 2:

The City Council of the City of Lindsay **certified an Initial Study Environmental Review for the Hidden Oaks Subdivision**, made related findings pursuant to the provisions of the California Environmental Quality Act ("CEQA"), and **determined that the project is consistent with all environmental regulations and city planning requirements.**

### Section 3:

The City Council hereby finds that the **Hidden Oaks Development Agreement** is consistent with the Lindsay General Plan and the **Planned Unit Development No. 25-01 & Tentative Subdivision Map No. 24-01**, and that the City Council, after a public hearing on March 25<sup>th</sup>, 2025, determined that the **Hidden Oaks Development Agreement:**

1. Is consistent with the objectives, policies, general land uses, and programs specified in the general plan and any applicable specific plan;
2. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;
3. Is in conformity with the public convenience, general welfare, and good land use practices;
4. Will not be detrimental to the public health, safety, and general welfare;
5. Will not adversely affect the orderly development of property or the preservation of property values;
6. Will provide sufficient benefit to the City to justify entering into the development

agreement; and

7. That the **Hidden Oaks Development Agreement** ensures compliance with all applicable environmental regulations.

#### Section 4:

The Mayor and the City Clerk are authorized and directed to execute the **Hidden Oaks Development Agreement** on behalf of the City of Lindsay after the effective date of this ordinance. Pursuant to Government Code Section 65868.5, the Clerk of the City Council shall record a copy of the **Hidden Oaks Development Agreement** with the Office of the County Recorder no later than ten (10) days after this ordinance takes effect.

#### Section 5: EFFECTIVE DATE

The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof, a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code Section 36933(c)(1), and a summary shall be published once in the **Porterville Recorder**, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the \_\_\_\_ day of \_\_\_\_\_ 2025.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY COUNCIL OF THE CITY OF LINDSAY

---

Misty Villarreal, Mayor

ATTEST:

---

Maegan Peton, City Clerk



# STAFF REPORT

TO: Lindsay City Council

MEETING DATE: March 25, 2025

Item #: 12.2  
Public Hearing

**DEPARTMENT:** City Services

**FROM:** Kira Stowell, Contract City Planner

**AGENDA TITLE:** Zoning Ordinance Update No. 25-01

## ACTION & RECOMMENDATION

Approve a resolution of the City Council of the City of Lindsay adopting an Initial Study/Mitigated Negative Declaration (IS/MND) for Zoning Ordinance Update No. 25-01, and approving Zoning Ordinance Update No. 25-01, an update the Lindsay Zoning Ordinance (Title 18 of the Lindsay Municipal Code) and Lindsay Subdivision Ordinance (Title 17 of the Lindsay Municipal Code); and introduce the first reading of an Ordinance of the City of Lindsay approving Zoning Ordinance Update No. 25-01.

## BACKGROUND | ANALYSIS

The City is initiating an update to the Lindsay Zoning Ordinance (Title 18 of the Lindsay Municipal Code) and Lindsay Subdivision Ordinance (Title 17 of the Lindsay Municipal Code) to be in compliance with new state laws and codes and to be consistent with the 2025 Housing Element and current General Plan.

Zoning Ordinance Section 18.22.050 A. provides criteria for review of zone changes:

*“At the public hearing, the City Council shall review the application or the proposal and may receive pertinent evidence and testimony as to why and how the proposed change is necessary to achieve the objectives of the Zoning Ordinance prescribed in Section 18.01.020, and how or why the proposed change is consistent with the General Plan and the stated purposes and application intended for the zone classification proposed.”*

The current Zoning Ordinance is not in compliance with state laws and the goals and policies of the General Plan. The City has also submitted an updated Housing Element that is currently under review by the California Department of Housing and Community Development (HCD). The new Housing Element lists changes that are necessary to the City’s Municipal Code in order to encourage the development of new homes in the City. Updates to the Zoning Ordinance and Subdivision Ordinance proposed with this amendment are intended to bring the City’s Municipal Code into compliance with state laws and the new Housing Element.

A summary of the proposed changes is attached for more information.

Based on the findings and subject to the conditions of approval within this report, staff recommends that Council approve Resolution 25-07 and Ordinance 616.

## ENVIRONMENTAL REVIEW

As Lead Agency under the California Environmental Quality Act (CEQA), the City staff reviewed the project to determine whether it could have a significant effect on the environment because of its development. In accordance with CEQA Guidelines Section 15382, “[s]ignificant effect on the environment” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. A Mitigated Negative Declaration (MND) has been prepared and is available for review.

**Findings**

Amendments to the Zoning Code may be approved by the Council if the proposed amendment is necessary to achieve the objectives of the Zoning Code described in Chapter 18.01 and if the amendment would be consistent with the goals and policies of the General Plan.

1. The project has been reviewed for compliance with the Municipal Code and the Subdivision Map Act and was found to be in compliance with the incorporation of the recommended Conditions of Approval.
2. The amendment is consistent with the goals and policies of the General Plan and the purposes and applications intended for the zoning district classification proposed.

**Public Outreach**

A public hearing notice was posted in the Porterville Recorder.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**ATTACHMENTS**

1. Summary of Code Updates





# CITY OF LINDSAY

## Housing-Related Code Updates

September 2023

Prepared By:



**4CREEKS**

4Creeks  
324 S Santa Fe St  
Visalia, CA 93292



Tulare County RMA  
5961 S Mooney Blvd, Visalia,  
CA 93277

Prepared For:



City of Lindsay  
251 E. Honolulu St.  
Lindsay, CA 93247

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*City Hall – City of Lindsay*

# 1 BACKGROUND

The City of Lindsay Zoning Code Update incorporates new State requirements and changes by the City's Planning Division to bring the Title 17 Subdivision Ordinance and Title 18 Zoning Ordinance into compliance with the 2019 Housing Element and General Plan.

The Title 17 Subdivision Ordinance Update will include the following:

- Updating the Ordinance to remove ambiguity and unpredictability
- Incorporate recent changes to the Subdivision Map Act
- Update the current Ordinance to allow for a more streamlined process with the Planning development review process and shorten time it takes to approve housing projects

The Title 18 Zoning Ordinance Update will include the following:

- Updates to meet current State Housing standards and streamline the approval of housing development affordable to owner and renter households at all income levels
- Promote development consistent with the State Planning priorities
- Create options for ADU's within the City and ensure development and design standards enhances the area in terms of building scale, placement, design, and is sensitive to impacts on the neighborhood
- Address SB 35: Streamlined ministerial review process
- Updates to the following sections:
  - Emergency Shelters
  - Factor Built Housing
  - Group Homes
  - Housing for Agriculture employees
  - Housing for persons with disabilities
  - Single Room Occupancy Units
  - Supportive Housing
- Provide development standards and procedures to guide development that is equitable and feasible while leading applicants through procedures that are transparent and easy to follow

## 2 TITLE 17 SUBDIVISION ORDINANCE UPDATE

### WHAT IS THE SUBDIVISION ORDINANCE?

The City of Lindsay Subdivision Ordinance includes guidance and procedures for various types of land divisions, consistent with the State of California Subdivision Map Act with adjustments that are specific to the local jurisdiction. The Subdivision Ordinance's goal is to promote coordinated and efficient development that is consistent with the most recent General Plan and Zoning Regulations.

### WHAT IS A SUBDIVISION?

A subdivision is a map which shows a property divided into multiple lots or units for individual sale. There are a range of subdivision types, as it could divide one parcel into two lots or be a large tract of land divided into many lots. Conversions are a form of subdivision where existing rental units in buildings are converted into for-sale units.

### PURPOSE OF THE UPDATE

- Remove ambiguity and unpredictability within the ordinance text to improve consistency and accuracy in processing subdivision cases and clarifying applicable processes for different types of maps.
- Update the ordinance to be legally consistent with, and incorporate recent changes to, the Subdivision Map Act (Government Code Sections 66410 through 66499.38).
- Provide consistency with the General Plan, including the updated Housing Element, Safety Element, and Environmental Justice Element.
- Update the current Ordinance to allow for a more streamlined process with the Planning development review process and shorten time it takes to approve housing projects.



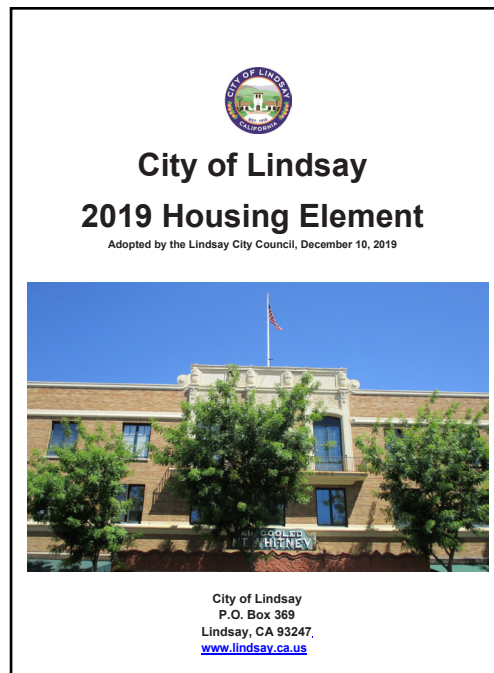
### 3 TITLE 18 ZONING ORDINANCE UPDATE

#### WHAT IS THE ZONING ORDINANCE?

The City of Lindsay Zoning Ordinance includes local regulations that control the use and development of land. This ordinance designates various zoning districts in order to separate incompatible uses and promote cohesive city planning.

#### PURPOSE OF THE UPDATE

- Meet current State Housing standards and streamline the approval of housing development affordable to owner and renter households at all income levels
- The City of Lindsay updated its Housing Element in 2019. The proposed update will make sure that the Zoning Ordinance is in compliance with all goals and policies set forth in the Housing Element.
- Remove ambiguity and unpredictability within the ordinance text to improve consistency and make the ordinance more user-friendly by including tables to display important development standards



### 3.1 ACCESSORY DWELLING UNITS

The purpose of this chapter is to prescribe development and site regulations that apply, except where specifically stated, to accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"), as required by and in compliance with Government Code Sections 65852.2 and 65852.22, as either may be amended from time to time. Implementation of this section is meant to expand housing opportunities by increasing the number of smaller units available within existing neighborhoods.



### 3.1 ACCESSORY DWELLING UNITS

The California Department of Housing and Community Development (HCD) has updated their Accessory Dwelling Unit Handbook to reflect all recent ADU legislation changes. The 2022 HCD ADU Handbook has provided guidance for updates to the City of Lindsay Zoning Ordinance.

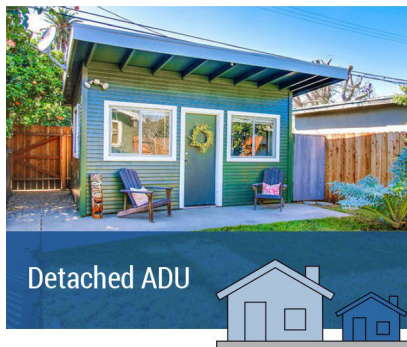


#### Accessory Dwelling Unit

*An additional dwelling unit no more than twelve hundred (1200) square feet for a new detached ADU and up to 50 percent of the floor area of the existing primary dwelling for an attached ADU (at least 800 square feet) in size that has separate kitchen, sleeping, and sanitation facilities constructed or adopted within, onto, or detached from a primary dwelling on a residential lot in the UR, RA, R, RM, MXU, CN, CC and PO districts.*

#### Junior Accessory Dwelling Unit

*A dwelling unit that is no more than five hundred (500) square feet in size and contained entirely within a single-family residence that includes a separate entrance from the main entrance to the single-family residence, separate sanitation facilities, and an efficiency kitchen consisting of a cooking facility with appliances, a food preparation counter, and storage cabinets of reasonable size in relation to the size of the unit.*



Detached ADU



Junior ADU (JADU)



Attached ADU

A permit must be obtained for the construction or installation of an ADU or JADU. An application, together with the required fee in compliance with the City's fee schedule, shall be filed with the Department and accompanied by detailed and fully dimensioned plans, architectural drawings/sketches, elevations, floor plans, landscape plans, and/or any other data/materials identified in the Department handout for ADU/JADU applications. Following receipt of a completed application, the Director shall make an investigation of the facts bearing on the case to determine compliance with this section and ministerially approve a compliant application.

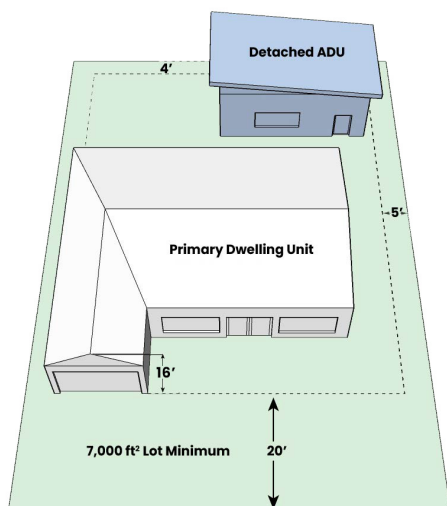


## 3.1 ACCESSORY DWELLING UNITS

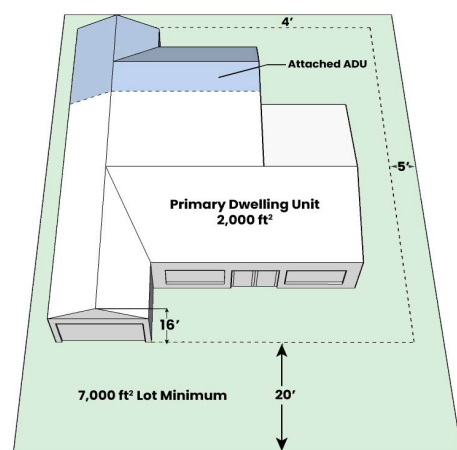
### DEVELOPMENT STANDARDS

An **accessory dwelling unit** may be established by the conversion of an attic, basement, garage (if alternative parking area is provided for the principal dwelling unit), or other portion of a principal dwelling unit. A **detached accessory dwelling unit** may be established by the conversion of an accessory structure or may be new construction. Accessory dwelling units may be mobile homes, provided that such units are subject to all applicable standards of Section 18.14.030, governing the placement of mobile homes on single-family lots. All applications for accessory dwelling units, whether processed as a permitted use or an exception, must comply with the following standards:

- Accessory dwelling units shall only be permitted in the UR, RA, R, RM, MXU, and PO districts and conditionally permitted in the CN and CC districts.
- A setback of four (4) feet from the side and rear lot lines is required
- Not exceed a single story and sixteen feet (16') in height
- Second dwelling units may only be constructed on lots or parcels that are at least five thousand (5,000) square feet in area
- Architecturally compatible with the primary dwelling, having similar materials, colors, and style of construction
- Attached ADUs and JADUs shall be compatible with and made structurally a part of the primary dwelling
- Adequate parking area must be available on the streets adjacent to the accessory dwelling unit



*Example detached ADU with applicable setback and height requirements*



*Example attached ADU with applicable setback and height requirements*

## 3.2 EMERGENCY SHELTERS

### BACKGROUND

While homelessness is not a significant policy issue in the City of Lindsay, recent state law changes (AB 101) now require Low Barrier Navigation Centers (LBNC) to be enumerated as a permitted use by right in areas zoned for mixed use, and nonresidential districts permitting multi-family uses, if they meet specified requirements. A LBNC is defined as a “Housing First, low barrier, temporary, service-enriched shelter focused on helping homeless individuals and families to quickly obtain permanent housing. Low barrier includes practices to reduce barriers to entry, such as allowing partners, pets, storage of personal items, and privacy.

The City of Lindsay Zoning Code already contains an Emergency Shelters section that contains relevant development standards. However, additional information on Low Barrier Navigation Centers (LBNC) is required to align with state law and meet specified requirements.

### PURPOSE

The requirements of this section apply only to emergency shelters in mixed-use and nonresidential districts permitting multi-family uses which may be established without a discretionary permit. In order to implement the provisions of state law, including Government Code Sections 65583 and 65589.5, emergency shelters shall be permitted by right in the mixed-use and nonresidential districts permitting multi-family uses, subject to non-discretionary site plan review procedures and the following standards.



*Division Circle Navigation Center in San Francisco, CA*

## 3.2 EMERGENCY SHELTERS

\*Additions to City of Lindsay Municipal Code in blue, deletions in red-strikeout\*

### DEVELOPMENT STANDARDS

1. Emergency shelters shall be defined by Section 18.24.030 of this chapter.
2. The facility shall not serve more than twelve persons on any night.
3. The facility shall provide at least one off-street parking space for every two beds and one parking space per employee. Driveways and parking areas shall be subject to the standards of Section 18.13.030 for off-street parking facilities. ~~Parking areas shall be located to the rear and/or side of the structure.~~
4. Client waiting, intake, and visiting areas shall be located indoors.
5. Facility management personnel shall be present at the facility when clients are at the facility.
6. There shall be a minimum distance separation of at least 250 feet between emergency shelters. This distance separation shall be measured from the closest property lines of such facilities.
7. Clients shall not occupy the facility for more than six consecutive or cumulative months. The facility operator shall keep accurate records of client names and dates of occupancy, and shall make such records available for city inspection in order to verify compliance with this subsection.
8. Facility entrances, parking areas, and outdoor gathering areas shall be lighted in accordance with a security lighting plan approved by the public safety director and city planner. This review shall be limited to ensure that the security lighting plan: a) provides for the secure illumination of facility entrances, parking areas, and outdoor gathering areas; and b) includes adequate shielding to prevent glare impacts on adjacent properties and public rights-of-way.
9. There shall be at least one private security officer present on site at times during facility operation. This security officer shall be a separate person from onsite facility management personnel.
10. Low Barrier Navigation Centers (LBNC) shall be enumerated as permitted use by right in areas zoned for mixed use, and nonresidential districts permitting multifamily uses, if they meet specified requirements.
11. Common barriers preventing individuals from entering emergency shelters should be reduced to the greatest extent, such as allowing partners, pets, storage of personal items, and privacy.

## 3.3 MANUFACTURED HOUSING

### BACKGROUND

Manufactured Housing is a residential building, dwelling unit, individual dwelling room, or combination of rooms, or building components, assembly, or system manufactured so that all concealed parts or processes of manufacturing cannot be inspected before installation. This type of housing provides California residents with reduced housing costs through mass production techniques resulting from a factory production environment.

In the City of Lindsay manufactured homes are permitted subject to administrative approval within all residential districts. The administrative approval process determines project compliance with development standards applicable to such uses, including permanent foundations, roof overhangs, and covered parking. There are no other specific City zoning or development control provisions that uniquely apply to or potentially constrain this housing type.

### PURPOSE

- Manufactured homes provide an alternative type of housing for persons desiring an alternative to conventional housing types.
- This housing type also assists in providing a diversity of housing in the community, regarding housing choices, types and prices.
- The standards and regulations included in this section help ensure the compatibility of such dwellings with surrounding uses and properties and to avoid any impacts associated with such dwelling units.



*Example of Manufactured Housing*

### PROPOSED CODE

1. Application. The provisions of this section shall apply to all single-family dwellings and mobile homes on permanent foundations listed as permitted uses within [all residential districts \(R, RA, RM\)](#).



## 3.3 MANUFACTURED HOUSING

### DEVELOPMENT STANDARDS

2. Developmental/Architectural Standards. All manufactured housing must comply with local ordinances including use zone requirements, wind pressure requirements, fire zones, building setback, side and rear yard requirements, site development and property line requirements, as well as the review and regulation of architectural and aesthetic requirements. All single-family dwellings and mobile homes on permanent foundations shall meet the following developmental/architectural standards:

- Garages or Carports. A garage or carport shall be provided for every dwelling located on a lot which is not a part of a mobile home subdivision.
- Minimum Floor Area. The minimum floor area for every dwelling located which is not a part of a mobile home subdivision, shall be eight hundred square feet, excluding the area of the garage or carport.
- Roof Overhang. All main buildings shall have a pitched roof with a minimum twelve-inch roof overhang on each of the dwelling's perimeter walls such that the overhang is architecturally integrated into the design of the dwelling unit.
- Roofing Material. All main buildings, and all detached garages and carports located on the front half of the lot shall have a roof constituted of either wood shakes, asphalt, composition or wood shingles, clay, tile, concrete or metal tile, slate or built-up asphalted-gravel materials.



*Example of Manufactured Housing*

## 3.3 MANUFACTURED HOUSING

### DEVELOPMENT STANDARDS

- **Siding Material.** All main buildings and all detached garages located on the front half of the lot shall have exterior siding material consisting of either wood, masonry, concrete, stucco, Masonite or metal lap. The exterior siding material shall extend to ground level, except that when a solid concrete or masonry perimeter foundation is used, the siding material need not extend below the top of the foundation.
- **Foundations.** All main buildings shall be placed on a permanent foundation which meets applicable building code requirements and/or the provisions of Section 18551 of the California Health and Safety Code, such that the floor elevation of the dwelling is reasonably compatible with the floor elevations of the surrounding dwelling units.
- **Utility Connections.** All manufactured home utility connections pertaining to electrical, gas, water, mechanical and sewer shall be installed in a permanent manner applicable to a permanent single-family residential structure in the existing district. Location of water meters and gas meters shall conform to adopted standards of the city.
- **Minimum Width.** The minimum width of a dwelling located on a lot outside of a mobile home subdivision shall be twenty feet.
- **Surrender of Registration.** Subsequent to applying for a building permit, and prior to occupancy of a mobile home on a permanent foundation, the owner shall request a certification of occupancy be issued by the building official pursuant to Section 18557(a)(2) of the California Health and Safety Code. Thereafter, any vehicle license plate, certificate of ownership and certificate of registration issued by a state agency is to be surrendered to the issuing state agency. Any mobile home on a permanent foundation must bear a California insignia or Federal label pursuant to Section 18550(b) of the California Health and Safety Code.
- **Deviations.** The community development director may approve deviations from one or more of the standards of this section on the basis of a finding that the architectural style proposed provides compensating design features and that the proposed dwelling will be compatible and harmonious with existing structures in the vicinity. The determination of the director may be appealed to the city council in accordance with the provisions of Section 18.16.050 of this code.
- **Residential Use.** All manufactured homes shall be occupied only as a single-family residential unit.

## 3.3 MANUFACTURED HOUSING

### DEVELOPMENT STANDARDS

- **Zone Requirements.** All manufactured homes shall meet all requirements for the zone in which they are located.
- **Modifications.** No modifications shall be granted to a manufactured home unless approved by the Department of Housing and Community Development and the building official for the city.
- **Siding Material.** All main buildings and all detached garages located on the front half of the lot shall have exterior siding material consisting of either wood, masonry, concrete, stucco, Masonite or metal lap. The exterior siding material shall extend to ground level, except that when a solid concrete or masonry perimeter foundation is used, the siding material need not extend below the top of the foundation.
- **Foundations.** All main buildings shall be placed on a permanent foundation which meets applicable building code requirements and/or the provisions of Section 18551 of the California Health and Safety Code, such that the floor elevation of the dwelling is reasonably compatible with the floor elevations of the surrounding dwelling units.
- **Utility Connections.** All manufactured home utility connections pertaining to electrical, gas, water, mechanical and sewer shall be installed in a permanent manner applicable to a permanent single-family residential structure in the existing district. Location of water meters and gas meters shall conform to adopted standards of the city.
- **Minimum Width.** The minimum width of a dwelling located on a lot outside of a mobile home subdivision shall be twenty feet.
- **Surrender of Registration.** Subsequent to applying for a building permit, and prior to occupancy of a mobile home on a permanent foundation, the owner shall request a certification of occupancy be issued by the building official pursuant to Section 18557(a)(2) of the California Health and Safety Code. Thereafter, any vehicle license plate, certificate of ownership and certificate of registration issued by a state agency is to be surrendered to the issuing state agency. Any mobile home on a permanent foundation must bear a California insignia or Federal label pursuant to Section 18550(b) of the California Health and Safety Code.

## 3.4 GROUP HOMES

### BACKGROUND

In recent years, some local governments have amended their zoning ordinances to add new regulations for group homes, particularly for recovery residences—group homes that provide housing for persons recovering from alcoholism or drug addiction. These amendments have raised concerns that local governments are not complying with their affirmative obligations under state planning and zoning laws to promote more inclusive communities and affirmatively further fair housing (AFFH). These amendments have also generated disputes and confusion over whether local governments are violating fair housing laws by discriminating against persons with disabilities or other protected characteristics.

Among other concerns, local land use policies and practices can block new group homes from opening, force existing ones to close, and impose costs, legal fees, and administrative burdens that make it difficult for group homes to operate. These concerns arise in the context of a shortage of adequate housing for persons with disabilities, which is a particularly acute problem within California’s broader housing crisis.

### PURPOSE

Group homes are an especially important type of housing for persons with disabilities. By supporting their residents’ individualized needs while providing flexible and affordable housing options, group homes help persons with disabilities live in deinstitutionalized settings that facilitate their integration into local communities.



### CITY OF LINDSAY HOUSING ELEMENT (2019)

- The City shall promote the development of housing choices for special needs groups, including the disabled, farmworkers, large families, and senior citizens.
- The City affirms a policy of promoting equal housing opportunities, including housing for developmentally disabled, other supportive housing groups, and extremely low-income households. This policy shall guide City planning and development review actions. This policy is expected to encourage the development of one or more housing opportunities for these groups during the planning period.



## 3.4 GROUP HOMES

### EXISTING CODE

- **Single-Family Residential Permitted Uses:** A state-authorized, certified or licensed family care home, foster home or group home serving six or fewer mentally disordered or otherwise handicapped persons, or dependent and neglected children

### PROPOSED CODE

- **Multi-Family Residential Permitted Uses:** A small family day care home, an alcoholic recovery facility or a state-authorized, certified or licensed family care home, foster home or group home as provided in Section 18.07.020. low-income households. This policy shall guide City planning and development review actions. This policy is expected to encourage the development of one or more housing opportunities for these groups during the planning period.

**Purpose.** Group care homes are an especially important type of housing for persons with disabilities. By supporting their residents' individualized needs while providing flexible and affordable housing options, group homes help persons with disabilities live in deinstitutionalized settings that facilitate their integration into local communities.

Group care homes shall be allowed as follows:

1. Six (6) or fewer persons with a State license permitted in any residential zone district. Site plan review and approval is required for all residential zone districts except single-family.
2. A residential group home that serves six or fewer persons shall comply with the development standards for single-family or multiple family dwellings, as applicable, located within the same zone.
3. A residential group home that serves six or fewer persons shall comply with all applicable federal, state and local laws, and all applicable federal, state and local health and safety regulations including, but not limited to, Fire and Building Code regulations.
4. Seven (7) or more persons and non-State licensed, permitted in the RM-3 or RM-MH8 Residential Districts with a conditional use permit.
5. A residential group home facility that serves seven or more persons shall conform to the development standards for the zoning classification in which it is located.

## 3.5 HOUSING FOR AGRICULTURAL EMPLOYEES

### BACKGROUND

The Employee Housing Act supports the construction, maintenance, and occupancy of any privately-owned or -operated employee housing facility that provides five or more employees with housing. A city or county can assume responsibility for the enforcement of the Employee Housing Act to assure the health, safety, and general well-being of individual residing employee housing is upheld.

### PURPOSE

Agriculture employees are traditionally defined as people whose primary incomes are earned through permanent or seasonal agricultural labor. Because of their limited income and the unstable nature of their employment, agriculture employees are believed to have unique housing requirements. Additionally, agriculture employee households typically experience high levels of poverty, reside in housing that is often in the poorest condition, suffer from significant overcrowding, and have low rates of homeownership.

### PROPOSED CODE

**Purpose.** Agriculture employee housing is an accommodation developed for and offered to agriculture employees and consist of any living quarters, dwelling unit, boarding house, tent, barracks, bunkhouse, mobile home, manufactured home, recreational vehicle, travel trailer, or other housing accommodation continued in one or more buildings and on one or more sites. Types of agriculture employee housing include:

**Applicability.** This section provides standards for agriculture employee housing which shall be permitted on agricultural land uses.

**Permits.** Application for a permit to operate agriculture employee housing shall be made to the enforcement agency at least 45 days prior to the date of initial occupancy and shall be on the forms supplied by the enforcement agency and shall contain at least the following information:

1. The name and address and telephone numbers of the camp owner and operator.
2. The location of the camp.
3. Approximate number of occupants to be housed.
4. A description of the facilities comprising the camp.
5. Approximate dates of occupancy.

### 3.5 HOUSING FOR AGRICULTURAL EMPLOYEES

**Lot Requirements.** The premises shall be free from depressions in which water can stand. Areas such as irrigation drain ditches, etc., containing water not subject to such drainage or filling shall be treated to prevent the breeding of mosquitoes, vermin or vectors as approved by the local health department or other authorized agency.

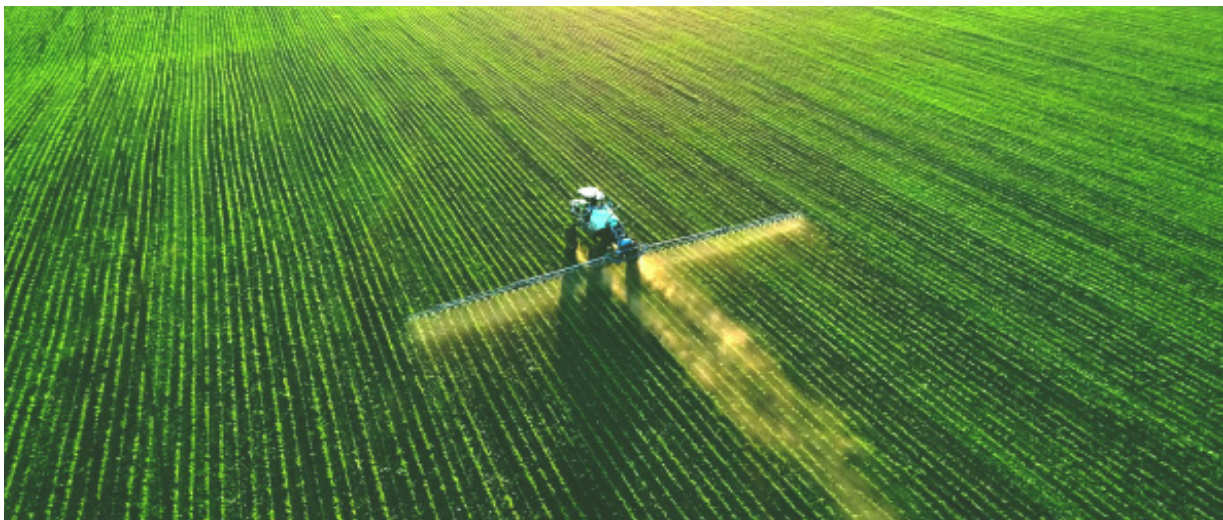
**Structures, mobile homes, travel trailers, camp cars, coaches, and other housing accommodations** shall be maintained so as to provide shelter to the occupants against the elements and to exclude dampness and shall be kept clean and free from vermin, vectors and other matter of an infectious or contagious nature. The entire grounds within the area of a labor camp subject to this subchapter shall be kept clean and free from accumulation of debris, filth, garbage and deleterious matter.

**Location.** Structures, mobile homes, travel trailers, camp cars, tents, commercial coaches and other housing accommodations shall be maintained a significant distance from barns, pens or similar quarters of livestock or poultry.

**Development Standards.** The rooms or areas used for sleeping purposes for more than one person shall be maintained with a floor area of not less than fifty (50) square feet for each occupant and a minimum average ceiling height of not less than seven feet.

**Community Kitchen.** Where occupants are permitted or required to cook for themselves, other than in a dwelling unit, mobile home, or recreational vehicle with a separate kitchen, a separate room shall be maintained and equipped for use as a community kitchen.

**Toilet and Bathing Facilities.** An employee site shall provide toilet and bathing facilities for occupants, not to exceed ten occupants for each toilet and each bathing facility.



## 3.6 HOUSING FOR PERSONS WITH DISABILITIES

### BACKGROUND

The City of Lindsay shall promote the development of housing choices for special needs groups, including the disabled, farmworkers, large families, and senior citizens. Moreover, the City affirms a policy of promoting equal housing opportunities, including housing for developmentally disabled, other supportive housing groups, and extremely low-income households. This policy shall guide City planning and development review actions. This policy is expected to encourage the development of one or more housing opportunities for these groups during the planning period.

### PURPOSE

Individuals with disabilities often have a restricted, fixed income that poses a challenge for them to afford suitable housing. For those with mental, physical, or developmental disabilities, it is crucial to have access to affordable housing that is conveniently located and designed to address accessibility issues. Such housing should also include on- or off-site support services, including inpatient/outpatient day-treatment programs. Adaptations may need to be made to the housing to ensure it is accessible and accommodating for the individuals.

### PROPOSED CODE

#### 18.21.120 Reasonable Accommodation

1. Purpose. The purpose of reasonable accommodation procedures is to provide an administrative exception process for zoning standards, where necessary to make housing available and/or accessible to persons with disabilities protected under Fair Housing laws. *This section is intended to eliminate barriers to housing opportunities for individuals with disabilities.*
2. Requests for Reasonable Accommodations.
  1. Request. Requests for reasonable accommodations may be made by a person with a disability, their representative, or a developer providing housing for individuals with disabilities. This request may include a modification or exception to a development that would eliminate regulatory barriers that do not provide disabled individuals with equal housing opportunities. Reasonable accommodations cannot waive a requirement for a minor use permit or a conditional use permit.
  2. Assistance. If an applicant needs assistance making a reasonable accommodations request, the planning division will provide the necessary support to ensure the process is available to the applicant.



## 2.6 HOUSING FOR PERSONS WITH DISABILITIES

### PROPOSED CODE CONT.

3. Required Application. Persons seeking reasonable accommodation shall make written application to the city and provide the following minimum information:

1. Name and contact information of the applicant seeking reasonable accommodation.
2. Address of the property where reasonable accommodation is being sought.
3. A description of the reasonable accommodation being sought, including the specific proposed deviation from physical development standards.

~~A plan drawn to scale which visually depicts the proposed reasonable accommodation.~~

4. A description of the applicant's disability, consistent with the definition of "person with a disability" consistent with Section 18.24.030.
5. Written evidence of the applicant's disability from a physician, surgeon, psychiatrist, or psychologist licensed by the State of California.
6. ~~Written evidence demonstrating that the requested accommodation is necessary, and that there is a clearly identifiable relationship, or nexus, between the requested accommodation and the individual's disability.~~ The reason(s) why the accommodation is reasonable and required for meeting the needs of the individuals' disability.

4. Scope of Authority.

1. Approval. The city manager or designer shall administratively review and approve written applications for reasonable accommodation that are consistent with the provisions of this section, within thirty days of receipt of a complete application
2. Denial. The city manager or designer shall deny applications for reasonable accommodation that are incomplete or inconsistent with the provisions of this section.

## 2.6 HOUSING FOR PERSONS WITH DISABILITIES

### PROPOSED CODE CONT.

3. Applicability. Reasonable accommodation may be made to any of the following physical development standards for residential land uses:
  1. Fences and walls;
  2. Site area;
  3. Frontage, width, or depth of site;
  4. Coverage;
  5. Yard requirements;
  6. Distance between structures;
  7. Building height;
  8. Signs;
  9. Off-street parking and off-street loading.
4. Inapplicability. Reasonable accommodation shall not apply to any of the following:
  1. Zoning district designation;
  2. Permitted or conditionally permitted land uses in a specific zoning district;
  3. Encroachment into public right-of-way.
5. Appeal Process. The applicant may appeal against the decision of the director, in writing, to the city council within ten business days of the decision. If an appeal is not filed within ten business days of the decision, the decision shall be final and unappealable.
6. Environmental Review. The reasonable accommodation process shall be considered non-discretionary and ministerial for the purposes of the California Environmental Quality Act.

## 3.7 SINGLE ROOM OCCUPANCY UNITS

### BACKGROUND

SROs or single-room occupancy units are housing units that consist of a single room and provide lower-income individuals with housing opportunities. This housing type is restricted to occupancy by no more than two persons. Single-room occupancy units are not specifically enumerated land use in the zoning ordinance. SROs that include a kitchen would meet the definition of a multi-family dwelling and would be permitted in RM zoning districts. There are 59 acres of undeveloped/underdeveloped land in this zoning district, with a likely development potential of 540 dwelling units.

### PURPOSE

Single-room occupancy units (SRO) aim to offer housing options in specific residential, commercial, or mixed-use areas for low-income households of one or two individuals who may not be able to afford conventional apartments. Their development standards prioritize affordability while addressing concerns around neighborhood compatibility and facility management.

### PROPOSED CODE

Single-room occupancy units shall be permitted as follows:

1. A “small SRO” (four or fewer units) is a permitted use in RM-1.5, RM-3, and RM-MH8 multi-family residential zones and would be subject to the same district requirements applicable to multi-family residential or apartment uses in that zoning district.
2. A “large SRO” (five or more units) may be permitted with a conditional use permit in in RM-1.5, RM-3, RM-MH8, CC, and MXU zoning districts.

### DEVELOPMENT STANDARDS

All single-room occupancy units shall meet the following standards:

#### All SRO Facilities

- Each SRO is occupied by no more than two persons.
- Minimum unit size of 150 square feet for single person occupancy and 220 square feet for two-person occupancy.
- Laundry facilities are required to be on-site, unless there are public facilities located nearby.
- Adequate parking and storage must be provided for residents.
- Requires a kitchen and a full bathroom.

## 3.7 SINGLE ROOM OCCUPANCY UNITS

### Small SRO Facilities (four or fewer units)

- Maximum unit size: 400 square feet
- Bathrooms and kitchens may be individual or shared.

### Large SRO Facilities (five or more units)

- Maximum unit size: 300 square feet
- Private bathroom facilities are required, but shower or bathtub facilities may be shared.
- The kitchen space in individual rooms is limited to 50 percent.



*Example of Single Room Occupancy Unit (SRO)*



## 3.8 SUPPORTIVE HOUSING

### BACKGROUND

In 2007, SB 2 revised housing element law requiring that transitional and supportive housing be permitted as residential use, subject only to restrictions that apply to other residential dwellings of the same type in the same district.

- SB 2 also encourages and facilitates emergency shelters and limits the denial of emergency shelters and transitional and supportive housing under the Housing Accountability Act.
- In addition, SB 2 clarifies that the definition of a housing development project includes transitional or supportive housing.

### PURPOSE

Supportive housing is defined as housing that has no restrictions on the length of stay and is occupied by individuals from the target population. It is linked to onsite or offsite services that assist the residents in maintaining their housing, improving their health, and maximizing their ability to live and work in the community. Supportive housing is considered a residential use of property and is subject only to the same restrictions as other residential dwellings of the same type in the same zone. It is a permitted use in all zoning districts that permit residential units.

Supportive housing shall be permitted as follows:

1. Permitted in any residential zone district subject to the same permit requirements of other residential uses of the same type in the same zone district. Permitted uses in single-family zone districts shall not change the residential character of the single-family zone district.
  1. Supportive housing facilities that provide lodging for up to six (6) individuals will be considered a single-family structure with a residential land use designation.
  2. Supportive housing facilities providing accommodations for six (6) or fewer individuals are allowed in all residential zoning districts, in the CC (central commercial), CN (neighborhood commercial), CH (highway commercial) zoning districts as part of a mixed-use developments, and in the MXU (mixed-use) zoning district as a permitted use without a conditional use or other discretionary permit.
  3. Supportive housing facilities providing accommodations for six (6) or more individuals are allowed in the RM (multi-family residential) zoning districts, in the CC (central commercial), CN (neighborhood commercial), CH (highway commercial) zoning districts as part of a mixed-use developments, and in the MXU (mixed-use) zoning district as a permitted use without a conditional use or other discretionary permit.

## 3.8 SUPPORTIVE HOUSING

### DEVELOPMENT AND OPERATIONAL STANDARDS

1. **Length of Stay:** There is no limit on how long residents can stay at the transitional housing facility.
2. **Living Areas:** The facility must provide sufficient living space, including shower and toilet facilities, laundry facilities with washers and dryers, and secure storage areas for residents. The facility should make every effort to house family members together, regardless of age or gender. If there is no space for children to play or engage in activities within the family sleeping or living area, a separate day, play, or activity room must be provided that is separate from any common area used by other residents.

**Support Services:** Supportive services provided by the facility should include a combination of subsidized, permanent housing, intensive case management, medical and mental health care, substance abuse treatment, employment services, and benefits advocacy. The facility must offer at least the following minimum support services:

1. If the program includes drug or alcohol abuse counseling, it must have appropriate state and/or federal licensing.
2. The program must provide transportation options for clients to access social services, housing, and employment opportunities.
3. The program must have specific mechanisms in place for residents to contact social services.
4. The program must provide clear and acceptable arrangements for facility residents regarding meal preparations or food provision and disbursement.
5. The program, if applicable, must offer childcare services and ensure school-age children are enrolled in school during their stay at the facility.

