### SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered effective on February 20, 2024 ("Effective Date"), by and between the City of Clovis, a California municipal corporation ("City") and Desiree Martinez ("Martinez") with respect to the following Recitals, which are a substantive part of this Agreement. City and Martinez are hereinafter sometimes referred to individually as the "Party" and together as the "Parties."

### **RECITALS**

- A. On October 23, 2019, Martinez, as Petitioner/Plaintiff, commenced an action against the City, Clovis City Council, and Luke Serpa, in his official capacity as the Clovis City Manager in the Superior Court of California, County of Fresno, as Case No. 19CECG03855 ("Action"). For purposes of this Agreement "City" includes the City of Clovis, Clovis City Council, and Luke Serpa, in his official capacity as the Clovis City Manager, as Respondents/Defendants listed in the Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief Respondent filed in the Action.
- B. Martinez filed a First Amended Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief on December 16, 2019, in the Action against Respondents/Defendants.
- C. On April 30, 2021, the Fresno County Superior Court issued an Order Granting Petition for Writ of Mandate in Part in the Action, and on June 1, 2021, the Court issued a Judgment for Writ of Mandate directing City within 120 days to adopt a Housing Element in substantial compliance with Government Code section 65754, and to implement Program 4 by rezoning an adequate number of sites to accommodate the City's unmet share of the Regional Housing Needs Assessment ("RHNA") for the 2008-2015 Housing Element planning period.
  - D. City and Martinez timely appealed the Court's Judgment.
- E. On April 7, 2023, the Fifth District Court of Appeal issued its Opinion in Case No. F082914, on the appeal of City and cross-appeal of Martinez from the Judgment for Writ of Mandate entered by the Court on June 1, 2021. The Court of Appeal awarded costs to the Petitioner.
- F. On May 17, 2023, the City filed a Petition for Review of the Court of Appeal Opinion with the California Supreme Court, which was denied by the Supreme Court on July 19, 2023. On June 6, 2023, the City filed a letter in the Supreme Court requesting depublication of the Court of Appeal's opinion.
- G. On July 19, 2023, the California Supreme Court denied the City's petition for review, and denied the request for depublication.
  - H. On July 20, 2023, the Court of Appeal issued the Remittitur to the Superior Court.

- I. On August 22, 2023, following remand by the Fifth District Court of Appeal, the Superior Court issued an Order overruling the City's Demurrer to Martinez's fourth and fifth causes of action in First Amended Petition.
- J. On August 24, 2023, Petitioner filed and served a Memorandum of Costs on Appeal totaling \$714.95 in the Fresno County Superior Court.
- K. City filed and served an Answer to the First Amended Petition on November 1, 2023. Martinez's fourth, fifth, sixth, and eighth causes of action are at issue and remain to be tried. The Petitioner prevailed in part on the seventh cause of action, which was remanded in part for an evidentiary hearing on additional issues. Those causes of action pertain to Unlawful Land Use Discrimination, Violation of the Federal Fair Housing Act, the California Fair Employment and Housing Act, City's Duty to Affirmatively Further Fair Housing, and for Declaratory and Injunctive Relief.
- L. The Court has held two Status Conferences, on October 19, 2023, and December 5, 2023, at which time the Parties informed the Court of ongoing settlement discussions over the various issues in this Action.
- M. In accordance with Government Code section 65754, and as set forth in this Court's Order of April 30, 2021, the City has a mandatory obligation to bring its Housing Element into compliance within 120 days of the date of remittitur. Compliance necessarily includes implementing any programs in the Housing Element necessary for statutory compliance. These obligations are statutorily exempt from the California Environmental Quality Act ("CEQA"), as set forth in Government Code section 65759 and CEQA Guidelines (14 Cal. Code Regs.) section 15282, subdivision (s).
- N. City and Martinez now desire to avoid the time and expense involved with further litigation in the Action and intend to compromise and settle all actual and potential issues and claims arising from or connected with the Action, the Judgment issued by the Court on June 1, 2021, and any rulings directed towards the Court contained in the April 7, 2023, Fifth District Court of Appeal Opinion and by way of the remittitur issued on July 20, 2023, and to set forth the terms and conditions of the settlement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Martinez and City agree as follows:

1. <u>Definitions</u>. The terms below shall have the following meanings when used in this Agreement and any Exhibit attached hereto.

"Affordable" means that the cost of a housing unit (rent or sale price) does not exceed thirty percent (30%) of the state maximum household income adjusted for family size appropriate for the unit. The term "adjusted for family size appropriate for the unit" shall have the same meaning as provided in Health and Safety Code section 50052.5(c) as it may be amended, or in any successor statute.

"Affordable Housing" means a dwelling unit available at an Affordable rent or sold at an Affordable housing price. A dwelling unit designated for Affordable Housing shall remain affordable for the longest feasible duration (but not less than fifty-five years for rental units and forty-five years for for-sale units) from the date of recordation of a covenant or regulatory agreement or similar document recorded with the Fresno County Recorder's office. The recording must occur prior to the issuance of the Certificate of Occupancy. Affordable Housing Dwelling Units funded by a City Action Item program described in this Agreement within a multi-family housing project will be required to remain affordable for a minimum of fifty-five (55) years. Affordable Housing Dwelling Units funded by a City Action Item program within a single-family housing project will be required to remain affordable for a minimum of forty-five (45) years.

"Area Median Income" means area median income as periodically established by the Department of Housing and Community Development pursuant to Health & Safety Section 50093. (Gov. Code § 65589.5(h)(4).)

"Dwelling Unit" means one residential unit, either for sale or rent.

"Extremely Low-Income Household" means a household whose income does not exceed thirty percent (30%) of the Area Median Income, adjusted for household size, applicable to Fresno County, as set forth in Health and Safety Code section 50106, as it may be amended, or in any successor statute. Extremely Low-Income Household may also be referenced herein as an ELI Household.

"Gap Financing" means the amount of funding necessary to fill the gap between the funding required to develop and make available the Affordable Housing Dwelling Units and the resources commonly available to developers.

"Low-Income Household" means a household whose income does not exceed eighty percent (80%) of Area Median Income, adjusted for household size, applicable to Fresno County, as set forth in Health and Safety Code section 50079.5, as it may be amended, or in any successor statute. Low-Income Household may also be referenced herein as an LI Household.

"Very Low-Income Household" means a household whose income does not exceed fifty percent (50%) of the Area Median Income, adjusted for household size, applicable to Fresno County, as set forth in Health and Safety Code section 50105, as it may be amended, or in any successor statute. Very Low-Income Household may also be referenced herein as a VLI Household.

2. <u>City Action Items</u>. City shall take the following actions. Upon full execution of this Agreement by the Parties and their respective legal counsel, City shall immediately notify the California Department of Housing and Community Development ("HCD") of this Agreement and all City Action Item programs will be included in the City's 6th Cycle Housing Element (2023-2031).

- a. <u>ACTION ITEM 1: CHANGES TO R-3 ZONE DISTRICT</u>: City shall amend its R-3 medium density zone district increasing the minimum permitted density from 15 units/acre to 20 units/acre.
  - The R-3 zone amendment ordinance shall be initiated by the City Council no later than
    the third regularly scheduled and held City Council meeting after Notice of Entry of the
    Stipulated Judgment (referenced in Section 9 below) is served on all parties.
  - ii. Completion of the R-3 zone amendment shall occur no later than July 31, 2024.
  - iii. The City will not initiate, nor approve, any action that would reduce the current capacity in the R-3 zone district.
  - iv. The R-3 zone allows for three story projects by right in accordance with Clovis Municipal Code section 9.10.030, Table 2-3 (R-3 Zone).
  - v. Reduced parking standards are available for affordable housing projects under the City's Density Bonus Ordinance in accordance with Clovis Municipal Code section 9.26.050.
  - vi. The following parking language, or something substantially similar as approved by HCD, will be included as a program (proposed program H8) in the City's 6<sup>th</sup> Cycle Housing Element:
    - "Review and update the Development Code to remove identified constraints on housing development, including reducing parking standards for multifamily housing to require no more than one parking space for studio and one-bedroom units and reducing open space requirements in the R-3 and R-4 zones. Initiate a comprehensive Development Code update to address inconsistencies between the Development Code and the General Plan land use designations and standards. [Source: New Program]
      - Objective: Accelerate housing production by ensuring that the City's development standards facilitate rather than constrain new development.
      - Timeframe: Review and amend development standards by June 2025; initiate Code update to address General Plan consistency by 2027.
      - Responsible Department: Planning and Development Services Department (Planning Division)."
  - vii. During the month of April 2024, as part of the annual progress report to HCD, and each March thereafter until the amendment to the R-3 zone district is completed, City shall provide a written summary to the below entities ("Facilitator") describing City's efforts to complete such changes. Following delivery of the written summary, City and Facilitator may meet and confer to discuss progress and obstacles.

Central California Legal Services
2115 Kern St., Suite 200, Fresno, CA 93721

mkezirian@centralcallegal.org, sborchers@centralcallegal.org

Attention: Executive Director Michelle Kezirian, Litigation Director Stephanie

Hamilton Borchers

Public Interest Law Project

449 15th Street, Ste. 301, Oakland, CA 94612-2821 vfeldman@pilpca.org
Attention: Valerie Feldman
Law Office of Patience Milrod
985 N. Van Ness Ave., Fresno, CA. 93728 pm@patiencemilrod.com
Attention: Patience Milrod

Dez Martinez 705 W. University Ave. Fresno, CA 93705 wearenotinvisible2015@gmail.com

- b. <u>ACTION ITEM 2: LOCAL HOUSING TRUST FUND</u>: City shall establish a Local Housing Trust Fund ("Housing Trust Fund") for Affordable Housing that meets the requirements of HCD, and shall contribute at least \$1.8 million in general fund money to the Housing Trust Fund.
  - i. City shall establish a Local Housing Trust Fund ("Housing Trust Fund") for affordable housing meeting the requirements of the California Department Housing and Community Development ("HCD") and contribute at least \$1.8 million of general fund money to the Housing Trust Fund.
  - ii. City Council adoption of the Housing Trust Fund shall occur no later than the third regularly scheduled and held City Council meeting after the Notice of Entry of the Stipulated Judgment is served on all parties.
  - iii. City shall make an initial contribution of \$1 million to the Housing Trust Fund to be approved with the Fiscal Year (July 1 June 30) 2024/2025 budget (July 2024).
  - iv. City shall budget no less than an additional \$100,000.00 contribution to the Housing Trust Fund on an annual basis beginning in July 2025 (FY 2025-26) for a minimum period of eight (8) years, through FY 2032-33, and shall continue until units for the Regional Housing Need Allocation for lower income households in the 2008-2015 Housing Element planning period have been constructed (3,035 units).
  - v. Transfer of funds to the Housing Trust Fund shall be made based upon State Notice of Funding Availability ("NOFA") timing to maximize the opportunity for state matching funds.
  - vi. City contributions to the Housing Trust Fund required under this Action Item, including any State match, shall not be used to prefund Development Impact Fee Deferrals/Waivers required by Action Item 6 (Section 2.f. of this Agreement).
  - vii. Other funding and resources that will contribute to the Housing Trust Fund include: HCD's Permanent Local Housing Allocation Program (PLHA); In Lieu fees paid through a Mixed Income Housing Ordinance as identified in Action Item 5 (Section 2.e. of this Agreement); real property identified in Action Item 3 (Section 2.c. of this Agreement); additional discretionary City funding above the \$1.8 million contribution identified herein; interest earned on funds in the account through the Local Agency Investment

Fund ("LAIF"). These funds must also be used for the production and preservation of Affordable Housing.

- Viii. City may contribute additional general fund or other monies into the Housing Trust Fund in its sole and absolute discretion. Any such contributions in addition to the contributions described above, including any State match resulting specifically from deposits made above and beyond the deposits required, may be used for any purpose authorized by applicable law including but not limited to prefunding Development Impact Fee Deferrals/Waivers as required by Action Item 6 (Section 2.f. of this Agreement).
- ix. Other Affordable Housing programs for which the City receives funding but which will not be deposited in the Housing Trust Fund include but are not necessarily limited to: income received from affordable housing programs through the City's former Redevelopment Agency; Community Development Block Grant ("CDBG") funding; CalHOME grants; HOME grants. These additional affordable housing programs, when allowed by the program terms, may be available to augment the Housing Trust Fund on an Affordable Housing project.
- x. The Housing Trust Fund, including any real property placed into the Housing Trust Fund, shall be used for production and preservation of permanent housing affordable to LI, VLI, and ELI households. Multi-family units will be required to remain affordable for a minimum of fifty-five (55) years and single-family units will be required to remain affordable for a minimum of forty-five (45) years.
- xi. For all Affordable units created pursuant to or as a result of this Action Item 2, the City agrees to enter into affordability agreements and recorded covenants. The affordability agreements and covenants will prescribe requirements such as occupancy, resale, notices to the City of changed circumstances, City's right of first refusal, options to purchase, equity share, and related terms to ensure long term Affordability of all units.
- xii. City shall monitor compliance with all Affordability covenants pursuant to an updated Affordable Housing Unit Compliance Monitoring Policy, attached hereto as Exhibit 1, in the same manner and with the same frequency as the City monitors other housing programs utilizing City funds or containing occupancy income restrictions.
- xiii. During the month of April 2024, as part of the annual progress report to HCD, and each March thereafter until the Local Housing Trust Fund is fully established, City shall provide a written summary to the Facilitator describing City's efforts to establish the Trust Fund. Following delivery of the written summary, City and Facilitator may meet and confer to discuss progress and obstacles.

### c. ACTION ITEM 3: REAL PROPERTY DEDICATION:

- i. City shall dedicate to the Housing Trust Fund identified in Action Item 2, the following two (2) City owned properties: an approximate 0.89 acre parcel at 650 Fowler Avenue and an approximate 0.43 acre parcel at 354 Osmun Circle ("Initial Property Dedication").
  - A. The Initial Property Dedication will be dedicated to the Housing Trust Fund within thirty (30) days of creation of the Housing Trust Fund.

- B. The Initial Property Dedication will be actively marketed for Affordable Housing development affordable to LI, VLI, or ELI households. The parties acknowledge that the 650 Fowler Avenue parcel will not be available for physical development until at least December 2024.
- C. If the Initial Property Dedication does not result in an entitled, permitted Affordable Housing development on either or both parcels by December 31, 2025, City may choose to sell the unentitled and unpermitted parcel(s) included in the Initial Property Dedication. Any sale shall be at fair market value as established by an appraisal by an MAI appraiser and the proceeds of any sale shall be deposited into the Housing Trust Fund.
- D. City shall provide a written summary of City's efforts to develop or sell the Initial Property Dedication to the Facilitator during the month of April 2024, as part of the annual progress report to HCD, and each March thereafter until the Initial Property Dedication is developed with affordable housing or sold. Following delivery of the written summary, City and Facilitator may meet and confer to discuss ways to eliminate hurdles to developing or selling the Initial Property Dedication.
- ii. City shall either acquire or provide financing to an Affordable Housing developer to purchase a third parcel of real property that will accommodate not less than fifty (50) units of Affordable Housing. If the City acquires the parcel it shall be transferred into the Housing Trust Fund ("Additional Parcel Dedication").
  - A. City is currently actively identifying parcel(s) to acquire and actively identifying an Affordable Housing developer to enter into a development agreement for a specific parcel, and such efforts will continue following execution of this Agreement.
  - B. City shall use its best efforts to close escrow on a parcel and/or enter into a development agreement with an Affordable Housing developer no later than December 31, 2024.
  - C. If City provides financing to an Affordable Housing developer to purchase the Additional Parcel Dedication, City will require the parcel be used for the construction of Affordable Housing units affordable to LI, VLI, or ELI households.
  - D. During the month of April 2024, as part of the annual progress report to HCD, and each March thereafter until the Additional Parcel Dedication closes escrow and/or a development agreement is executed, City shall provide a written summary to the Facilitator of City's efforts to acquire a parcel and enter into a development agreement. Following delivery of the written summary, City and Facilitator may meet and confer to discuss ways to eliminate hurdles to acquiring a parcel or entering into a development agreement.
- iii. For all Affordable units created pursuant to or as a result of this Action Item 3, the City agrees to enter into affordability agreements and recorded covenants prior to the issuance of the Certificate of Occupancy. The affordability agreements and covenants will prescribe requirements such as occupancy, resale, notices to the City of changed circumstances, City's right of first refusal, options to purchase, equity share, and related terms to ensure long term Affordability of all units.
- iv. City shall monitor compliance with all Affordability covenants pursuant to the City's

updated Affordable Housing Unit Compliance Monitoring Policy, attached hereto as Exhibit 1, in the same manner and with the same frequency as the City monitors other housing programs utilizing City funds or containing occupancy income restrictions.

### d. <u>ACTION ITEM 4: INFILL REZONE PROGRAM</u>: City shall complete an Infill Rezone Program.

- i. The Infill Rezone Program is based upon a map and analysis of sites dated December 8, 2023, and delivered to Martinez's counsel on December 8, 2023 ("Sites Map and Analysis"). The Sites Analysis identified 24 parcels, comprising approximately 54 acres, to be re-zoned to R-3 or R-4 creating capacity to provide approximately 1,284 Affordable Housing Dwelling Units. The Sites Map and Analysis is on file with City and with Martinez's counsel, and is attached hereto as Exhibit 2.
- ii. The Infill Rezone Program shall be separate, independent, and in addition to any rezone program through which the City is required to accommodate 100 percent of the Regional Housing Needs Assessment ("RHNA") for its 6<sup>th</sup> Cycle Housing Element (2024-2031), which is currently pending review and approval by HCD.
- iii. The Infill Rezone Program shall be initiated by the City Council no later than the third regularly scheduled and held City Council meeting after Notice of Entry of the Stipulated Judgment is served on all parties. Prior to or concurrently with initiation of the Infill Rezone Program, City shall begin the preparation of an Initial Study in accordance with the requirements of Government Code section 65759.
- iv. Formal noticing for the Infill Rezone Program shall begin within two (2) weeks after completion of the Initial Study, barring any need to comply with Government Code section 65759(b).
- v. City shall use its best efforts to implement the Infill Rezone Program by January 31, 2025, and shall complete the program no later than June 30, 2025.
- vi. The Parties recognize that during the Infill Rezone process some parcels may need to be removed and other parcels added, in order to create capacity for 1,284 additional multifamily dwelling units pursuant to this Action Item. If parcels need to be replaced or the unit count on any particular parcel needs to decrease, prior to making any change City shall both 1) provide not less than ten (10) days' notice to Facilitator, and 2) meet and confer regarding the proposed changes. Facilitator shall approve the change if City identifies another parcel of similar size and equal or greater capacity that will be rezoned to R-3 or R-4 prior to removing any of the identified 24 parcels, or decreasing the capacity on any of the identified parcels. Any other changes shall be approved at the discretion of Facilitator following meet and confer with the City.
- vii. The parties recognize that there may be unforeseen delays in processing the Infill Rezone Program including legal challenges. In that regard, during the month of April 2024, as part of the annual progress report to HCD, and again in December 2024, and each March thereafter until the City Council has approved rezonings to create capacity for 1,284 units as required by the Infill Rezone Program, City shall provide a written summary to the Facilitator of City's efforts to complete the Infill Rezone Program. Any anticipated delays

beyond January 31, 2025, shall be set forth in the written summary. City and Facilitator shall meet and confer regarding any anticipated delays.

- e. <u>ACTION ITEM 5: MIXED INCOME ZONING ORDINANCE</u>: City shall adopt a Mixed Income Zoning Ordinance, and shall include a Program to adopt the Ordinance in its 6th Cycle Housing Element that provides that the Ordinance will be adopted within twelve (12) months after Notice of Entry of the Stipulated Judgment is served on all parties, or February 28, 2025, whichever is earlier.
  - i. City shall retain Keyser Marston Associates ("Consultant"), or a company with comparable experience, under written Contract at City's cost to complete a Financial Feasibility Analysis ("Analysis") for a Mixed Income Zoning Ordinance. City shall approve the written contract within thirty (30) days after Facilitator's written approval of a scope of work for the Analysis as described below.
    - A. The parties agree that time is of the essence for achievement of this Action Item 5, and that the Contract with Consultant shall incorporate provisions to expedite the process to the furthest degree possible, with the goal of concluding the Analysis and drafting the Mixed Income Zoning Ordinance for adoption no later than the end of the fourteenth (14) month of the planning period; that is, by February 28, 2025.
    - B. The Analysis shall include an evaluation of a range of feasible affordable housing setaside percentages ("Set-Aside Percentage") for new residential developments in the City of Clovis. The Analysis shall also evaluate feasible complementary mechanisms by which a residential housing developer may meet the required Set-Aside Percentage. Such mechanisms will include, but are not limited to, an in lieu fee ("In Lieu Fee"), land donation, and construction of Affordable Housing units on alternative sites.
    - C. The In Lieu Fee analysis shall identify a per-unit or per-square-foot formula for fees sufficient to cover the need for Gap Financing, and to ensure that revenue generated by the In Lieu Fees is sufficient to facilitate the construction of enough Affordable Housing dwelling units to meet the Set Aside Percentage requirement for each new development.
  - ii. Key components of the Mixed Income Zoning Ordinance, in addition to the Set-Aside Percentage and alternatives, shall include the following:
    - A. The adopted ordinance shall establish that in all new residential developments of more than ten (10) units in the City and in any area that may be annexed to the City in the future, a Set Aside Percentage of Affordable Housing units will be required, with fractional units rounded to the nearest whole number.
    - B. The Set Aside Percentage shall be the highest percentage supported by the Analysis that does not exceed ten percent (10.0%), and shall be no less than five percent (5.0%) even if the highest percentage supported by the Analysis is less than five percent (5.0%).
    - C. The Affordable Housing required by the Set Aside Percentage must be affordable to LI and VLI Households. For Affordable Housing rental units, the ordinance will require that at least fifty percent (50%) of the Affordable Housing units will be

- affordable to VLI households and the balance of the Affordable Housing units will be affordable to LI households. One hundred percent (100%) of for-sale Affordable Housing units will be affordable at least to LI Households.
- D. Affordable units within a multi-family housing project will be required to remain affordable for not less than fifty-five (55) years and single-family units affordable for not less than forty-five (45) years.
- E. A requirement that affordability agreements and recorded covenants be entered into with the City for all Affordable units prior to issuance of a Certificate of Occupancy. The affordability agreements and covenants will prescribe requirements such as occupancy, resale, notices to the City of changed circumstances, City right of first refusal, options to purchase, equity share, and related terms to ensure long term Affordability of all units.
- F. City shall monitor compliance with all Affordability covenants pursuant to the City's updated Affordable Housing Unit Compliance Monitoring Policy, attached hereto as Exhibit 1, in the same manner and with the same frequency as the City monitors other housing programs utilizing City funds or containing occupancy income restrictions.
- G. City will prepare and present at a City Council meeting an annual report on the status of the Mixed Income Zoning Ordinance, including how many market rate developments are subject to the Mixed Income Zoning Ordinance, how each of these developments satisfied the requirements of the Ordinance, and a record of funds deposited in the Housing Trust Fund. The report will be provided to Facilitator at least ten (10) days prior to the report being presented at City Council.
- iii. City shall use its best efforts to complete the Analysis and adopt the Mixed Income Zoning Ordinance within ten (10) months after issuing a notice to proceed to Consultant to begin the Analysis with adoption of the Ordinance no later than twelve (12) months after Notice of Entry of the Stipulated Judgment is served on all parties, or February 28, 2025, whichever is earlier. The Ordinance will be introduced, read, and adopted as an urgency measure, and will go into effect immediately.
- iv. City shall meet and confer with Facilitator throughout the process for adopting the Mixed Income Zoning Ordinance. This includes:
  - A. Obtaining written approval (includes email) from Facilitator of the scope of the Analysis and methodologies to be used.
  - B. Requiring the Consultant to contact any regional affordable housing developer identified by Facilitator as able to provide important information for the Analysis.
  - C. Submitting draft(s) of the Analysis to Facilitator for comment at least twenty (20) days before circulation to the general public for comment.
  - D. Obtaining written approval (includes email) from Facilitator of the final Analysis before processing the Mixed Income Zoning Ordinance for approval before the Planning Commission and City Council.
  - E. Notifying Facilitator in writing (includes email) at least ten (10) days before any noticed public meetings. Noticed public meetings include community meetings initiated by the City, Planning Commission meetings, and City Council meetings.

F. Notifying Facilitator of any anticipated delays in obtaining the Analysis, conducting public meetings, and approving the Mixed Income Zoning Ordinance.

### f. ACTION ITEM 6: DEVELOPMENT IMPACT FEE DEFERRAL/WAIVER PROGRAM: City shall adopt a Development Impact Fee Deferral/Waiver Program.

- i. City shall present a written program deferring/waiving development impact fees ("Impact Fee Deferral/Waiver Program") to the City Council for approval no later than the third regularly scheduled and held City Council meeting after Notice of Entry of the Stipulated Judgment is served on all parties, and the Impact Fee Deferral/Waiver Program shall be approved/adopted by the City Council no later than the third regularly scheduled and held City Council meeting after Notice of Entry of the Stipulated Judgment.
- ii. The Impact Fee Deferral/Waiver Program shall be available for up to fifty percent (50%) of City's major facility sewer and water fees for up to one hundred twenty (120) deed restricted Affordable Housing units per year. Affordable units constructed pursuant to the Mixed Income Zoning Ordinance shall not be included in this program. Any unused fee deferrals/waivers in a given year shall be carried over to the following year. The reduction shall be as follows:

A. Low-income: 40%

B. Very Low-income: 45%

C. Extremely Low-income: 50%

- iii. The Impact Fee Deferral/Waiver Program shall be calculated as a percentage of each development's major facility sewer and water fees, rather than as a prescribed dollar amount.
- iv. The Impact Fee Deferral/Waiver Program shall begin as a zero-interest "residual receipts loan," payable in seventeen (17) years, or other term of years as may be required by senior financing. The residual receipts loans shall be as customarily defined in the industry. If the City receives any payments from a residual receipts loan, those payments shall be returned to the Impact Fee Deferral/Waiver Program or Housing Trust Fund and be available for additional affordable housing projects.
- v. The Impact Fee Deferral/Waiver Program shall be marketed in the Spring of 2024 following City Council approval/adoption, and available for use starting July 1, 2024.
- vi. For all Affordable Housing Dwelling Units benefiting from any fee deferral or waiver pursuant to this Action Item 6, the City agrees to enter into affordability agreements and recorded covenants. The affordability agreements and covenants will prescribe requirements such as occupancy, resale, notices to the City of changed circumstances, City's right of first refusal, options to purchase, equity share, and related terms to ensure long term Affordability of all units.
- vii. City shall monitor compliance with all Affordability covenants pursuant to the City's updated Affordable Housing Unit Compliance Monitoring Policy, attached hereto as Exhibit 1, in the same manner and with the same frequency as the City monitors other housing programs utilizing City funds or containing occupancy income restrictions.

- viii. City will prepare and present at a City Council meeting an annual report on the status of the Development Impact Fee/Deferral Waiver Program, including how many residential development projects received deferral/waiver of impact fees, and the number of units at each affordability level to be built as a result of the program. The report will be provided to Facilitator at least ten (10) days prior to the report being presented at City Council.
- 3. <u>Sixth Cycle Housing Element</u>. The parties agree to cooperate toward the City's adoption of a legally compliant 6th Cycle Housing Element.
- 4. <u>General Release</u>. In consideration of the promises set forth herein, and except as otherwise expressly stated in this Agreement, this Agreement is intended to be and shall act as a full and final settlement and release of all claims set forth in the First Amended Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief on file in the Action. Entry of this Agreement as a Stipulated Judgment shall be deemed by the Parties and the Court as having satisfied the terms of the Court's Order issued on April 30, 2021, and Judgment issued on June 1, 2021, any rulings directed towards the Court contained in the April 7, 2023, Fifth District Court of Appeal Opinion, and remittitur issued on July 20, 2023, the Court's August 22, 2023 Order Overruling Demurrer to First Amended Petition for Writ of Mandate After Remand, and any other Orders issued by the Court in this case. Upon entry of the Stipulated Judgment, the remaining fourth, fifth, sixth, seventh (in part), and eighth causes of action in the First Amended Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief shall be dismissed with prejudice.
- 5. <u>Waiver of Rights Under Civil Code Section 1542</u>. The parties expressly waive and release all rights and benefits afforded by Section 1542 of the California Civil Code and do so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 of the California Civil Code states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties expressly waive the provisions of California Civil Code section 1542, and further expressly waive any right to invoke said provisions with respect to claims existing now or any time up to the date of the Parties' execution of this Agreement. Therefore, except as expressly provided in this Agreement, the Parties expressly acknowledge that this release is intended to include in its effect, without limitation, all claims and causes of action which they do not know or suspect to exist in their favor and that this release contemplates the extinguishment of all such claims and causes of action arising out of or connected with the Action. In connection with such waiver and relinquishment, the Parties acknowledge that they are aware that they, or their attorney(s), agent(s), or successor(s), may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of, or any Party named in, this Agreement, but that it is their intention hereby fully, finally, and forever to settle and release all of the released matters. In furtherance of such

intention, each of the releases herein given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts.

6. All Obligations Extinguished by Release. It is expressly understood and agreed that, except as to matters with respect to which the Court will retain jurisdiction pending complete performance (Sections 8 and 9), this Agreement is in full accord, satisfaction, discharge, and compromise of disputed claims up to the date of the Parties' execution of this Agreement, and that this Agreement has been executed with the express intention of effectuating the legal consequences provided for in Section 1541 of the California Civil Code, i.e., the extinguishing of all obligations as herein described. Section 1541 states as follows:

Obligation Extinguished by Release. An obligation is extinguished by a release therefrom given to the debtor by the creditor, upon a new consideration, or in writing, with or without new consideration.

- 7. No Admission of Liability. Each Party acknowledges and agrees that this Agreement effects the settlement of claims and potential claims that are contested, disputed, and denied and does not constitute an admission of liability by any Party for any purpose. Moreover, nothing contained in this Agreement, including without limitation the payment of any sums provided for in this Agreement shall be offered, admitted or construed as an admission by any Party of any liability or the amount of any liability to any other Party. Nothing in this Agreement shall be construed as an admission of any liability or wrongdoing of any kind with respect to any matters alleged in or related to the Action. Martinez hereby agrees that the execution, and performance, of this Agreement resolve any and all of her claims related to, or arising from, the City's 2015 Housing Element and the Action, and satisfy all of the City's obligations under the Court's Order issued on April 30, 2021, and the Judgment issued on June 1, 2021.
- 8. Attorneys' Fees and Costs. Martinez is the prevailing party in the Action, and is entitled to her reasonable attorneys' fees. Martinez's counsel agree to meet and confer with City in an effort to reach a resolution on the issue of attorneys' fees and costs incurred in the Superior Court. Only if such a meet-and-confer is unsuccessful will Martinez seek an award of reasonable attorneys' fees from the Court. Any such motion for an award of attorneys' fees and costs must be filed and served on the City's counsel no later than one hundred twenty (120) days from the date the Notice of Entry of the Stipulated Judgment is served on all parties, unless such time is further extended by a stipulation approved by the Court, or by a court order; the prevailing party on any attorneys' fees motion will be entitled to costs and attorneys' fees incurred in bringing and litigating the motion. The Court of Appeal awarded costs on appeal and City will pay the amount of costs requested in Martinez's Memorandum of Costs on Appeal filed and served on August 24, 2023. Payment shall be made to Central California Legal Services at the same time City remits payment of the agreed upon or court-ordered attorneys' fees.
- 9. <u>Stipulated Judgment and Retention of Jurisdiction</u>. Upon execution of this Agreement by all parties, the Parties shall jointly request the Court enter a Stipulated Judgment that incorporates this Agreement. The Parties agree, stipulate and request that the Fresno County

13

Superior Court shall maintain jurisdiction of the Action and the Parties until the obligations of the Parties under this Agreement have been fully performed or excused. The Fresno County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

- faith effort to meet and confer Before Seeking Court Relief. The Parties agree to make a good faith effort to meet and confer to resolve any concerns about the performance of any obligations under the terms of this Agreement before filing any request for enforcement of this Agreement with the Fresno County Superior Court. The Parties agree that for the purposes of this Agreement, good faith means: (1) providing written notice to the opposing party at least thirty (30) days prior to filing any motion to seek enforcement with the Court; (2) providing the opposing party an opportunity to cure during the thirty (30) day period; and (3) meeting with the opposing party's representatives and counsel within ten (10) days after providing said notice to attempt to resolve the dispute. The Parties, by stipulation, may modify or extend any of the deadlines or terms of this Agreement. Any party that successfully enforces the terms of this Agreement may recover attorneys' fees and costs expended in the enforcement from the opposing party.
- 11. <u>Cooperation/Execution of Supplemental Documents</u>. The Parties agree to cooperate fully, at their own cost and expense, in carrying out the terms and conditions of this Agreement, including taking further action that may be reasonably necessary to implement the Action Items or the terms of this Agreement.
- 12. Amendments; Waiver. No supplement, modification, or amendment to this Agreement will be binding unless executed in writing by each Party or a duly authorized representative or legal counsel of each Party. No waiver of any provisions of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
- 13. Governing Law. This Agreement shall be interpreted, enforced, and governed by California law.
- 14. <u>Binding Effect</u>. The rights and obligations specified in this Agreement shall inure to the benefit of and bind the respective successors, heirs, next of kin, personal representatives, assigns, affiliates, and agents of the Parties.
- 15. <u>Notices</u>. All notices required or authorized pursuant to this Agreement shall be sent, in writing, via U.S. Mail or email to each of the following:

### For City:

Scott Cross, City Attorney Lozano Smith 7404 N. Spalding Avenue Fresno, CA 93720

### For Martinez:

Valerie Feldman Public Interest Law Project 449 15<sup>th</sup> Street, Ste. 301 Oakland, CA 94612-2821 vfeldman@pilpca.org

Dez Martinez 705 W. University Ave. Fresno, CA 93705 wearenotinvisible2015@gmail.com

City of Clovis John Holt, City Manager 1033 Fifth Street Clovis, CA 93612 Patience Milrod, Esq. 985 N. Van Ness Avenue Fresno, CA 93728 pm@patiencemilrod.com

Michelle Kezirian, Executive Director Stephanie Hamilton Borchers Royce Stuteville Central California Legal Services 2115 Kern Street, Suite 200 Fresno, CA 93721 <a href="mailto:mkezirian@centralcallegal.org">mkezirian@centralcallegal.org</a> <a href="mailto:stockers@centralcallegal.org">stockers@centralcallegal.org</a> <a href="mailto:restriction">rstuteville@centralcallegal.org</a>

Any Party may change the address(es) for notice purposes by providing prior notice of such change to the other Party as provided herein.

- 16. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. Copies of signatures, including electronic copies of signatures, shall be deemed original signatures for all purposes. In addition, any Party may execute a copy of this Agreement that has been transmitted to the signing party by email or facsimile. A copy, facsimile or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
- 17. <u>Severability</u>. If any provision of this Agreement as applied to any Party or to any circumstance is adjudged by a court to be void or unenforceable, the same shall in no way effect any other provision of this Agreement or the validity or enforceability of the Agreement as a whole, and the remaining provisions of the Agreement shall remain in full force and effect.
- 18. <u>Voluntary Agreement; Opportunity to Consult Counsel</u>. Each Party hereby affirms, acknowledges, and warrants that such Party has been adequately represented by competent legal counsel during the Action and the negotiation of this Agreement, and has completely reviewed the terms of this Agreement with such Party's own legal counsel and is fully informed and understands and appreciates the meaning and effect of this Agreement, and voluntarily accepts the benefits and obligations thereof.
- 19. <u>Interpretation.</u> This Agreement is the result of the combined efforts of the Parties and/or their respective attorneys and shall be construed according to its fair meaning and as if prepared by both Parties hereto. If any provision of this Agreement is found ambiguous, the

ambiguity shall not be resolved by construing this Agreement in favor of or against any Party, but by construing the terms according to their generally accepted meaning.

- 20. <u>Headings and Captions</u>. The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the sections or paragraphs to which they appertain.
- 21. Entire Agreement. This Agreement, together with the documents incorporated herein by reference and any exhibits referenced herein and attached hereto, constitutes the entire understanding and agreement among the Parties regarding the subject matters set forth in this Agreement, and supersedes any and all other discussions, agreements, negotiations or understandings, either oral or in writing, express or implied, between the Parties to the same, other than a court determination or settlement of the amount of attorneys' fees and costs. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties. Each Party signing this Agreement represents and acknowledges that such Party has not executed this Agreement in reliance on any promise, representation, conduct or warranty of any other Party not expressly set forth in this Agreement.
- 22. <u>Authority to Sign Agreement</u>. Each of the signatories to this Agreement represents and warrants that he or she is competent and authorized to sign and enter into this Agreement on behalf of the Party to whom he or she purports to sign.

WHEREFORE, Martinez and City, by the respective signatures below, enter into this Agreement effective on the Effective Date provided above.

///

111

[Remainder of page is blank – signatures on page 17]

City of Clovis, a California Municipal Corporation

By: John Holt, City Manager

ATTEST:

By: Karey Cha, City Clerk

Andrew Houseler APPROVED AS TO FORM:

Scott G. Cross, City Attorney

Desirce Martinez

By: Resucie A

APPROVED AS TO FORM:

Public Interest Law Project

Valerie Feldman, Attorney for Desiree Martinez

Patience Milrod

By: Patience Milrod
Patience Milrod, Attorney for

Desiree Martinez

Central California Legal Services

By: Stephanie Hamilton Borchers, Attorney for

Desiree Martinez

City of Clovis, a California Municipal Corporation	Desiree Martinez
	By:
By:	
By: John Holt, City Manager	APPROVED AS TO FORM:
ATTEST:	Public Interest Law Project
	By: Valerie Feldman, Attorney for
Ву:	Valerie Feldman, Attorney for
Karey Cha, City Clerk	Desiree Martinez
APPROVED AS TO FORM:	Patience Milrod
	By: Patience Milrod
Bv:	Patience Milrod, Attorney for
By: Scott G. Cross, City Attorney	Desiree Martinez
	Central California Legal Services
	Ву:
	Stephanie Hamilton Borchers, Attorney for
	Desiree Martinez

### CITY OF CLOVIS POLICY FOR AFFORDABLE HOUSING UNIT COMPLIANCE MONITORING

### **EXHIBIT 1**

### City of Clovis

### **Policy for Affordable Housing Unit Compliance Monitoring**

The City of Clovis will use this policy to develop and implement guidelines to monitor and preserve the affordability of the housing units developed by the following Affordable Housing Programs ("Programs"):

- Affordable Housing Trust Fund
- Mixed Income Zoning Ordinance
- Affordable Housing Development Impact Fee Deferral Program

### 1. Deed Restrictions/Affordability Covenants:

All units developed by the Programs shall have deed restrictions recorded requiring the units to remain affordable, for the applicable income level and for the applicable affordability period - forty-five (45) years for ownership units, and fifty-five (55) years for multi-family rental units.

### 2. Annual Occupancy Restrictions and Certifications:

The City shall conduct an annual occupancy review and certification process consisting of the following by each November for all Program units.

### Owner-Occupant Units:

The City will require owner-occupants to annually certify occupancy during the affordability period by submitting utility bills or other documentation of proof or occupancy in the unit as the owner-occupant's primary place of residence.

### Rental Units:

The City will require Owner/Developer/Property Manager to annually certify the income eligibility of the occupants during the affordability period by submitting income documentation or a third-party regulatory report such as TCAC or HCD annual reviews.

### 3. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title, occupancy, or use of the unit, the Occupant/Owner/Developer/Property Manager must notify the City in writing of any change within 30 days. City and Occupant/Owner/Developer/Property Manager shall work together to ensure the unit is kept in compliance with the original Program terms and conditions such that it remains available as affordable housing for lower income households at the applicable income level for the duration of the affordability period. Changes in title, occupancy, or use of any unit must be in keeping with the objective of benefiting lower income households at the applicable income levels identified at the time of construction.

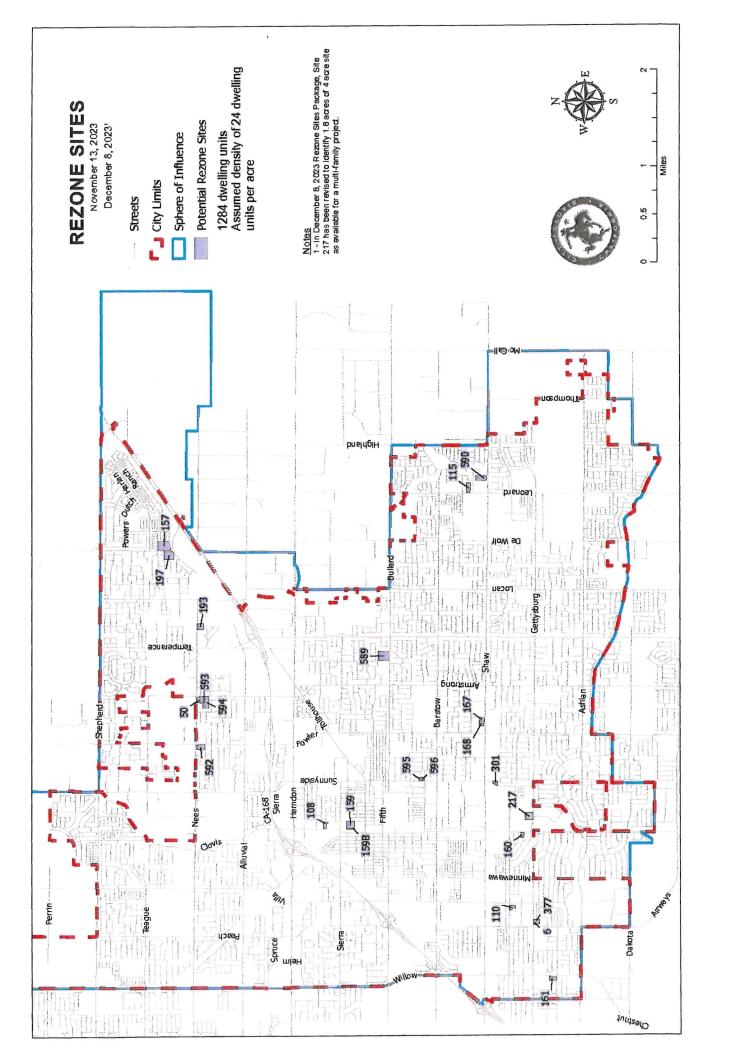
### 4. Consequence of Failure to Comply

If any occupant/owner/developer/property manager fails to comply with the applicable affordability requirements, the City will exercise its rights to enforce the affordability restriction and gain compliance, up to and including foreclosure and eviction. Following any foreclosure and/or eviction, the City shall maintain the unit as affordable and available to eligible lower income households for no less than the duration of the original affordability period, including, if necessary, recording a new deed restriction and/or affordability covenants.

[Remainder of page is blank]

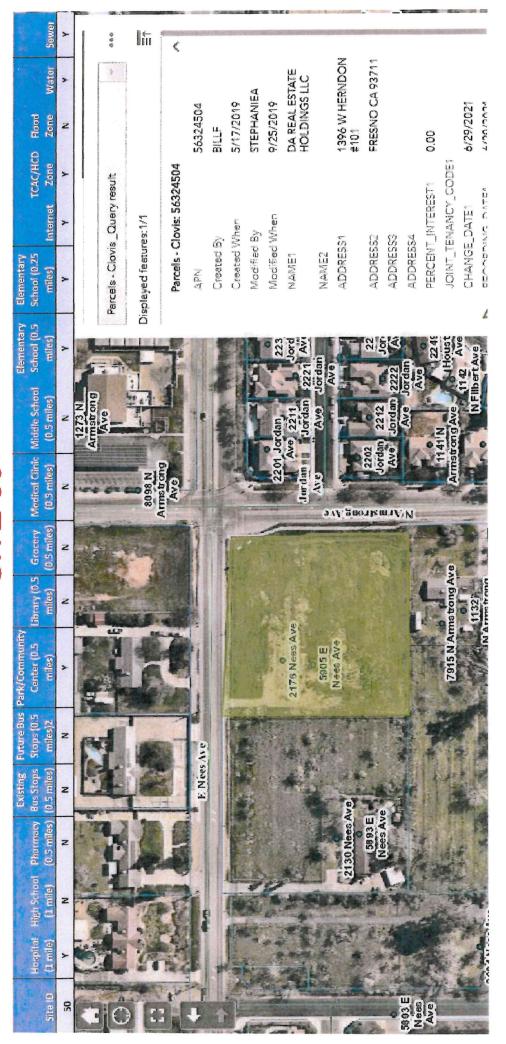
### **REZONE SITES MAP AND ANALYSIS**

### **EXHIBIT 2**



				П									1						4.5							П	$\neg$
	sawaş	>	*	>	*	٨	*	>	>	>-	>	>	>	*	٨	>	>	>	>	>	>	>		>	>	>	
	Water	>	*	>	>	>	>	>	>	>	>	>	>	>	٨	>	>	>	>	>	>	>		*	>	>	
	9noX boof?	z	Z	z	N	Z	Z	z	Z	z	٨	z	N	z	*	z	>	z	z	z	Z	z		Z	z	z	
	ano∑ (DH\D≜) T	>	*	>	٨	>	٨	>	>	>	٨	>	٨	*	٧	>	٨	٨	>	>	>	>		4	>	>	
	Amend	>-	٨	>	>	^	*	>	*	>	>	>	*	٨	٨	>-	>	*	>	>-	>	٨		>	<b>*</b>	*	
	25.0) loomet vastnesmal 3 m lee)	z	>	Z	Z	Z	Z	z	z	z	Z	>	*	Z	N	z	Z	z	>	>	z	z		z	N	z	
	2.0) toorbit yrismomol 3 (soft m	>	*	>	*	Z	z	>	*	z	Z	>	<b>*</b>	z	٨	>-	z	z	>	>	z	z		Z	z	٨	
	(səli m 2.0) to orb? əlbbriM	z	Z	z	Z	z	Z	>	*	z	Z	Z	N	Z	N	z	Z	z	z	z	Z	z		z	z	z	
	(esh m 2.0) amil Disabstvi	z	Z	>	٨	Z	Z	>	*	z	z	>	٨	Z	٨	z	Z	Z	z	z ,	Z	z		z	Z	z	
	(salim 2.0) yrsooro	z	Z	>	٨	Z	*	>-	>	٨.	Z	>	*	Z	*	z	Z	z	Z	z	Z	z		Z	Å	z	
	(whim 2.0) yeardid	Z	Z	z	Z	Z	Z	>	*	z	Z	z	Z	Z	Z	z	Z	z	Z	Z	>	٨		Z	Z	z	
	(grz w yes) Sark/Community Center	>-	٨	>	N	٨	٨	>	*	z	*	>	٨	٨	Z	>	*	٨	<b>,</b>	٨	٧	>	UNITS	٨	Z	٨	
	5.0) sqots sud enum4 S(seli m	z	Z	>	¥	N	Z	>	*	*	*	>	Y	Y	4	z	*	N	Z	Z	٨	>	E 50#	Z	٨	Z	
	6.4157 (G.S.) a iles)	>	z	>	٨	z	Z	<b>,</b>	*	٨	٨	>	٨	Å	٨	>	٨	z	Z	Z	*	<b>&gt;</b>	OMMODAT	N	γ	Z	
	(ծվետ Հն) psemisd9	z	Z	z	4	N	N	Z	Z	٨	Z	<b>&gt;</b>	Ą	Z	*	Z	N	Z	N	Z	Z	N	23T0AG	z	٨	z	
	(ali m.t.) loodas dgiH	Z	z	>	N	٨	z	>	*	Z	N	٨	Å	N	Z	Z	z	À	z	z	Z	z	ED 11-13	z	z	z	
	(olim 1) lengeoH	z	*	z	Z	N	Z	Z	N	N	N	z	N	٨	N	N	Å	z	٨	٨	z	2	SITES ADDED	z	z	z	
67	shuti	ส	55	30	30	95	174	91	10	25	40	25	31	51	23	19	192	72	SS	55	10	17	MEW	108	53	S	1,284
ASSUMED DENSITY (DU/AC)	១ទុក្ខ ដីហស់ខេត្ត	Vacant. Southern end - parking lot. Abuts Site 377 & Same Owner	Vacant	Vacant	Vacant	Vacant	Vacant	Primarily Vacant - 1 vacant bldg. (Marketed for MF) Abuts 1598 & Same Owner	Vacant - Abuts 159 & Same owner	Vacant	Vacant	Vacant Abuts 158 - Same awner	Vacant Abuts 167 - Same owner	Vacant	Vacant	Vacant. Southern end - parking lot. Abuts Site 6 & Same Owner	Former Rogers Helpicopter. Owner interested in MF Project.	SFR. Owner interested in MF	SFR. Owner interested in MF Abuts 594 - Same Owner	. SFR. Owner interested in MF Abuts 593 - Same Owner	Vacant Abuts 596 - Same Owner	Vacant Abuts 595 - Same Owner		Existing rural residential home.	Commerical business - Clovis Acadmeny of Gymnastics and Dance	Existing rural residential home.	
_	ans	0.90	2.30	1.25	1.25	2.31	7.24	3.78	0.42	1.08	1.67	1.04	1.30	2.10	28	0.81	8.9	3.02	2.30	2.30	0.41	27.0		4.5	1.80	2.09	53.50
	3mno∑	3	R-1-7500	C-5	R-1	R-1	P-C-C	M-U	M-U	съ	G-P	съ	3	R-A	3	55	R-A	R-1	R-1-7500	R-1-7500	R-1	F-1		R-1-AH	<b>№</b>	R-A	
	abo0 asubnet 40	90		Σ	M	Σ	MU-V	V-UM	MU-V	NC	0	0	0	۸۲	0	39	7	Σ	7		7	٦.		N.	-	1	1
	Ndv	49931154	56324504	49123124	49906074	554570445	558Œ359S	49208092	49200.054S	499134205	43043316	55128004	55128008	56406042	499Œ121	49931155	55026023	554580345	56324505	56324506	498172Œ	498172Œ		55849230	4995401.3ST	56303131	TOTAL
	di ane	9	25	108	110	115	157	159	1598	160	161	167	168	133	300	377	289	590	593	594	595	965		197	217	592	







S. In	Seiwer	>	Â	A.	E (	MUNETH				-									E E					No.		1
	Warter			400	lin	<				-#		KAMAL		35	3613											
	Flood	z					49906074	3778	5/17/2019	STEPHANIEA	9/25/2019	ATTIA AMIN KAMAL		P O BOX 3335	CLOWIS CA 93613			0.00		1/6/2015	1/6/2015	0001414	00.00		12/31/1999	
	TCAC/HCD Zone	>		sult		6074	ঘ	oo.	ĸ	ίn	O.	ব		Ω.,	U				COE1	d-m				ODEZ	£	61
	Internet	7		Query re	es:1/1	Parcels - Clovis: 49906074		Ş,	V-1-07	By	When			1.0	2%	9	Ą	PERCENT_INTEREST	JOINT_TENANCY_CODE	DATE	RECORDING_DATE:	INSTRUMENT_NUMBER!	PERCENT_INTEREST2	JOINT_TENANCY_CODE2	DATE2	RECORDING_DATE2
Slementary	School (0.25 miles)	z		Farcels - Clovis_Query result	Displayed features: 1/1	Parcels - C	APN	Created By	Created When	Modified By	Modfled When	NAMES	NAMEZ	ADDRESS1	ADDRESSZ	ADDRESS3	ADDRESS4	PERCENT	EL LNIOS	CHANGE DATE!	RECORD	MSTRUM	PERCENT	LINGS	CHANGE_DATE2	RECORD
	School (0.5 miles)	*						N. Carlot		No.		•	The State of				e		No.	Total Control	C'			1	C	1000
	Medical Clinic Middle School (0.5 miles)	Z	STOR SERVICES M. ARRENT HER MISS			1					216.W Santa	Ana Ave				The second		2434	VIIIaAve			9	2460 Villa 4 ve		1	
8.60		>	American Americans 219 Common Statement Common Statement Common C		Ападую				*					2 2 2							Í					
			A Company of the Comp		W.Santa-Ana-Ave									236,W.Santa	And Ave										THE STATE OF	The same
	Library (0.5 miles)	z				THE PERSON NAMED IN								23											遊遊遊	10
Par	Center (0.5 miles)	z	PAIL TO			1							256 W Santa		The state of		1	- L		0	Rall Ave					
_	Stops (0.5 miles)2		•		No. of Street, or other Persons and Street, o								256 W		年 四十二	を持ち		1	271W Foll Ave				W.Rall.We		A-1	5
-	Bus Stops (0.5 miles)		Sant Market	Are an				7	Ana Ave				8		思した			T	27					1		5
-	(0.5 miles)	>	ALL						Ana		mta	9	A MA		1		281.W		-	S S. S. S.			•	•		
نتست	High School	z	3 at 2	Size Co						P.	282 W Santa	Ana'Ave	in in					1	1	1	1	2004 100	Rall Ave			NAME OF THE PERSON OF THE PERS
	Hessettel		TAR STREET			The section.	.5	1	67		-	いた。	290 W. Santa	AnaAve		×	1	Z		-	ini	-		1	TO STATE OF THE PARTY OF THE PA	4
	Sites 10	110	4	C		3	+	仓						AL.		45										大大

Elementary School (0.25 TCAC/HCD Flood miles) Internet Zone Zone Water Sewer  N Y Y Y	Parcels - Clovis _Query result  Displayed features: 1/1	Parcels - Clovis: 554570445  APN Created By Created When S/17/2019 Modified By STEPHANIEA	Modified When 6/1/2020  NAME1 SULTAN INTISAB & NOREEN INTISAB TRS  NAME2 7301 N FANCHER	ADDRESS3 ADDRESS3 ADDRESS4 ADDRESS4 ADDRESS5 ADDRESS54 PERCENT_INTEREST1 0.00 JOINT_TENANCY_CODE1 CHANGE_DATE1 10/22/2019	RECORDING_DATE: 10/22/2019 INSTRUMENT_NUMBER: 0127046 PERCENT_INTEREST2 0.00 JOINT_TENANCY_CODE2 CHANGE_DATE2 10/22/2019 RECORDING_DATE2	INSTRUMENT_NUMBER2 0000000 WORD_DESCRIPTION 1671 LEONARD CL LOT_WIDTH 0.00 LOT_DEPTH 0.00
Hospital High School Pharmacy Bus Stops (0.5 miles) (1.5 miles) (0.5 miles) (0		1631 Leonard Ave	F200N Leonard Ave	Leonard Ave	3843  Keats Ave  Keats Ave  Keats Ave  Keats Ave	S833 Keats Ave

			Water Sewer	* *	558333595	HIT.	5/12/2019	STEPHANIEA	INC CHTGC-BISCSILF		1553 N. PALSE #102			3,60	3.12.2014	2420012	1	0.00	CO. 00 C.				5(25	9.00	111 F 0F0 443		100 A C		. 5	8	e.							
		Flood	Zone W	Z	- 44	Capatral Re	Che wheel Albert	Whatfor By	- TANKE	/Bush	1200001	STANDARY.	HERVERY	The Part of Section	DIAMET DATE	PREDBEING FIST	INSTRUMENT MUSEUPO	PERCENT NUTRENT	Change Father Critics	641, 851 (ES)	NSTRUMENT ARTESTS	ACTO, DESCRIPTION	,	(01 MP);	TOTAL JOSEPH WAITE 000 ALL	UST, RECORDED PT	335pps 1,380,3 441	Market Bar un	THE WAY WAT	WASHINGT SHICKS	A NEW YORK PARKET							
	が見れる	TCAC/HCD	Zone	7	V.	No.					and the same	1	の一個ない	TOTAL PROPERTY.	門を記	はいい	- Company	The state of the s		The state of the s	100	1人名英英	The section	いおとう	大大 ちんごは	The state of the s	をはただって	No. of Street, or other Persons	一年 日子北京	24		L.	は一年の	日本 一日 日本				The State of the S
			Internet	7						1	· record			1	1	A SECTION	の一種				1	の対対	N. Callery of		問題を行い		TO STATE OF THE PARTY OF THE PA	The same of	はいまる	The same	Logic		1	I Street		311	Direct Control	
	Stementary	School [0.25	miles)	Z	V.	A STATE OF THE PARTY OF THE PAR						THE PARTY OF	1	1						世代を開いて	語の対応と		出版語を行う				のないの様でいるの	いる はない 海北	THE REAL PROPERTY.	The second	TOP IN THE	いた	Tarent L	は関係は年にかり			312	かと
	Etamentary	School (0.5	miles)	Z	E GENT	加思問		自然は	THE PERSON NAMED IN	TOO TO	が一世一世紀	THE RESERVE			Marie Street	No. of the last of	The second second				The second	1000			はこれの	事//単		はははは	1000000000000000000000000000000000000				E Date No	国情報がも		ALL PROPERTY.		
		Widdle School	(0.5 miles)	z	THE PURPLE	W. Pierzelogy W	7	The section of the se					の一個で				· · · · · · · · · · · · · · · · · · ·		THE REAL PROPERTY.	T.		をかって				10.00	THE REAL PROPERTY.		機能製造ない。	書 と	には、北朝村	C	To the second	上版語に		16		
0		Medical Chinto Middle School	(0.5 miles)	z	世上は土		是新科科科	7 2		V. WHITE, F. M. M.		The Late of the la	The state of the s		Para Para	上月回れ		6	And the state of t		の記述が					1	1					1		海野では十	ن 14	To Later		をはる
		Grosery	(0.5 miles)	*	上四位				では、大学で							1	Sand Milliams		2	下 · · · · · · · · · · · · · · · · · · ·	はない。		が一般ない。	をおからは	が出行の対象を	100	はなっている		をき	1			Co.	10/10				T. CU
		Library (0.5	miles)	z	I	J.	T	3		I.				200	1 1			A STATE OF	1	APTER	1							1		1000	が一般に	へは	TO SERVICE SER	THE PARTY OF THE P		-	1	
	Future Bus Park/Community	Center (0.5	miles)	Y	The Property of the Party of th			Most of Libraria and Wit-	shiing's :			うした。	111111111			The second second	PARTY STATE						10 / MAN	Cont.	I I I I I I			63	The same of	いる意味の		-						
	Future Bus P	Stops (0,5	mlles)2	z	Per Peril			ten Cof Links		1000		TO THE PERSON NAMED IN	上は北上は1	The second second	かず 一直を こう	on parties	させてに		1		ELC.	として				No.			1		100	1/2		STATE OF STREET				
	Existing	Bus Stops	(0.5 miles)	z				かるるので		が打した	と同と	対面ので	THE PERSON NAMED IN	TO THE REAL PROPERTY.	CH	1			in a	22 2		1	-		一曲人		からない	Kempharka	上上		10000		同日本の	The state of		<b>多</b>		The state of the s
			(0.5 miles)	Z	ではいる	The Lag Viv	THE PERSON NAMED IN		2 1 2	1	が一下れ			A	L.	14		Martines of	ノーイ	T. T.	李本	The Park	は、上門は	T.		L		7	をとうと		A 100 M		CAN WELL	The state of the s				八連に大公
		High School	(1 mile)	Z	The state of the s		The same	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	200		1			しようら	-		1	100 m	1 55	300	1						14.3	1	大学	T. T.	The same of the sa		September 1	THE PERSON NAMED IN	100	7	が代付	- CO.
		alos affer	(1 mile)	z		A. M.	45.	ははいった	T	日本の	Company of the last	近天の一世	D. Market	記をはある	· · · · · · · · · · · · · · · · · · ·	9	になる	The second		1	LAND LONG	(Antistrates	C. P. F. Ly	Contract.	The second second	The Contract of the Contract o	Con L	0.00	はない	10000		を発しい		一日 日本日本日本日本日本日本日本日本日本日本日本日本日本日本日本日本日本日本日	が出			日本日本 日本日本日本日本日本日本日本日本日本日本日本日本日本日本日本日本日本
		4	Site 19	157		STATE OF THE PARTY				4						1	Sales Ball			はいると	-					-	はないので	1	THE PERSON NAMED IN	1000	- CO.	The same of	12	THE PARTY NAMED IN				



# **SITE 159B**

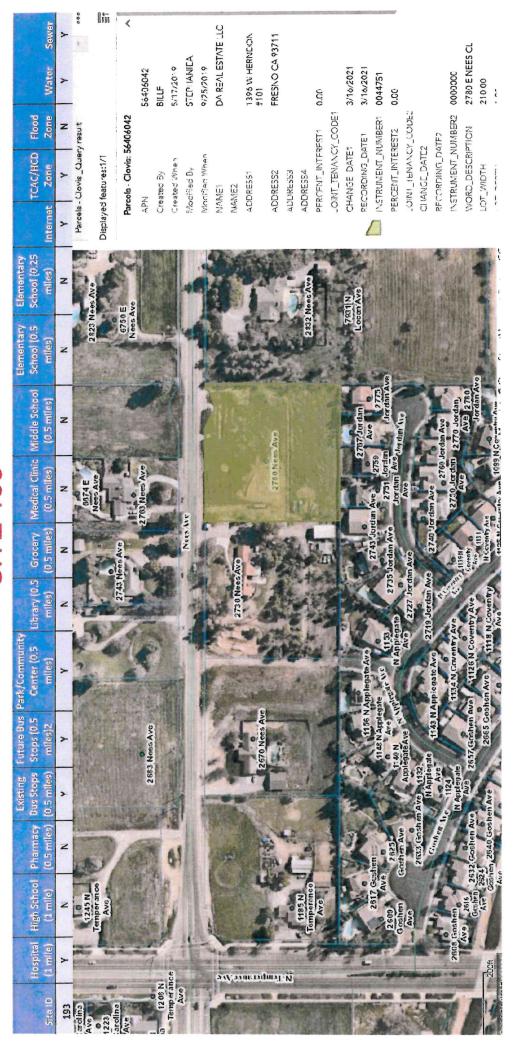


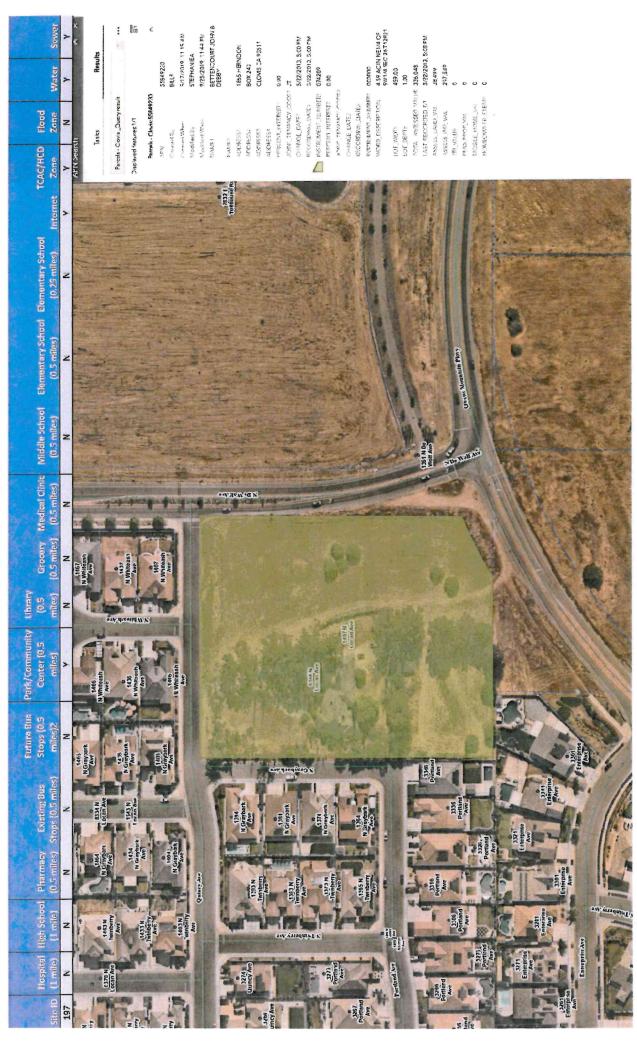


		r Sewer	Å	43543315	5LLF 5.47,537*0	AMAKT AMAK	0.10201	DEFORM DALING	OF THE SCADAIN DAY	CTT KOBOT	2.0vis CA 73¢13		200	5,53,170,3	3663/1786 36471-9	000	500	3/33/1963	#.W900	157 AC LOT 1 TRACT VO 2125 BONADELLE	2002.037	105,00	104,059	273J/1763 SOBFM											
	Flood	Zone Water	<b>A A</b>		Connection		+ C. h	- 444	NAMES		ACCRETE S		PROCESS STREET		Merchants paties		JUNE PARALL CORE.	Es	16	WORD DESCRIPTION	District to the		357	AGGER AND	153	HERS PROF YOU	MORNE HOVE YOU	FOREGRADE SENS							
	TCAC/HCD		٨				and out	minar.	明とから	G Avel		77 (E)		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	En Williamer Ave			Control of the Contro				- The last	Spirit Market		THE PERSON			en'n Help	A L		Holims until Hem Ave	W Followd (the		Wildher for Ave	
		Internet	Y		r ollers on	1	COLUMN CO.		直角上			Dares used		The state of	Withern er Ave	N. C.			1	and the same						No.		TEL S ANTE		100	Con.	A Horizona		Antidecon	6 800
	Elementary School (0.25	miles)	Z	Fee of the second			The land of the la	Whendy In	日本を持る			Mary Dames	attent top	行とのから	use ry Denna Ave By	Octuber Company	Windhwirtinger est & name of the name of t	W. La Cant	g i		stable as fee cabe		Section of the sectio		1-12-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	Sac a trace		E STATE OF THE STA		100	1000	100			1 3045 Thentry
	Elementary School (0.5	seiles)	Z			国・	Added Ave				00,000				-OM SEE		e e e				Strate Services		The state of the s		一年 一		Attooras 1			No.				Africa consistent	Marie III
	Middle School	(0.5 miles)	Z			日本 と と と と		The second	300000000000000000000000000000000000000		Mary Law Constitution								September 1	The state of the s			神野道	United Dy	9 200	100		Mary 111	Percapt Table And Anna	S. St. Sales Lawson		Art Charles (Art			AND PROPERTY.
)	Medical Chric Middle School	(0.5 miles)	Z			200	000000				-		ţ						a.		Stoffwert.	I			6612	240	24	T SASTURE IN THE	WHITMEN		h				AND DESCRIPTION OF THE PERSON NAMED IN
	Grocery		Z	100		144				小の時間	2000				HE WHEN I						No. of Street, or other Persons		The state of the s			COMPANSION OF THE PERSON OF TH			6	A 14 1844				8	The same of the same
	ky Library (0.5	miles	z					L					A A	1	1.4.47	大田 大田			071.7		ALL LAND		8	Merce Western		TCWASSTOR TOTAL	, cu		TANS 2913 AFR	一 一				8	a debrice meter
	Park/Community Canter (0.5	miles)	*	201 FineAve	Self fine Ave	The second	Zeni fine Ave	284 Checky	TOPHORES			(Bolizaboli	STREETS	tens from the	Comp	FingAve	Me Consults	Ay15 Pulls Cite	1991 - 115 - 155	N. W.	MON Phie Are	The same	The same of the sa		一門の前の	E COLUMN COLUMN			Melling for regard	- 0				3 5	The second second
	Future Bus Stops (0.5	miles)2	*	enipsatada zag	M21 Porta Di	inches.	120 A	Paul 5 Or 126 E			Post Dr. Pandelle	Parisite series	David Cyping	See See See	1095 P. 100 A. 1	25cm (Mile Arte	per at a series	2913			Partition 2011 The	2941 Part alba			1 Called	SOUTH THE STATE OF	Zamin Dr	A STATE OF THE PARTY OF THE PAR	Contacts 24 (Feb.	· 五日				la constant	-
	Existing Bus Stops	(0.5 miles)	>	1187 cay (sa	Par 5Er	o Danisho	AND STATE OF	0111	Age and display	To have partition	The state of the s		AMERICA CAR	Admin's (200)		E 10 E 1	A STREET	高の機	2111		The same	200 Paule Dr	Page of Lines.	Astronomy Services	AAT-O	2012 - 2012-	Ave Pand Pancan		Are 2911 Par	4 4 4 4 4	100 Maria			8	hallmarAve.
	Phairmalay	(0.5 miles)	z	LINA.		t	263	n.	The state of		2	SA					4				200	1	1	APTA	1	Things.	1	1	4		1				13 this   1 miles
	High School		Z				日の一日の日	P. Norwick/Vg	THE STATE OF				1		Addi.	8	THE PARTY OF	アメデザ	-	司は、山	こう	一十二十						では、	le le	K					THE PERSON
	100 PE	(1 mile)	Z		STATE OF	1	A COLUMN	19	tr.	1	-	1	1	ŀ	te de la constante de la const	1	-	L	1		1	1	1	14.5			4		( Lighted p	1					を できる
		Site ID	191		34	1	× 1		1		) L	C.	K		1	では	ト		-	No. of the last	A STATE OF THE PARTY OF THE PAR	2	- 地震		1			100	-			Sel A	と	4	THE PERSON NAMED IN

		Water Sewer	* *	5122204 517220	0 augus
	Flero d	Zone	z	Resis Construction of the	Andrea was vee.  15 July 10 Ju
	TCAC/HCD		Y		State of the state
		Internet	>		TOTAL STATE OF THE
	Elementary Sohool (0.25	miles]	>		Control of the contro
	Elementary Sehool (0.5	ml(ex)	*		Company (Company)
	Medical Clinic Middle School	(0.5 miles)	Z		200 (100 mm)
2	Medical Clinic	(0.5 miles)	Å		
	Grosery	The same	^		
	/ Library (0.5	miles)	Z		
	Future Bus Park/Community Stops (0.5 Center (0.5	miles)	*		Company of the second of the s
	Future Bus Stops (0.5	miles)2	٨	THE CANADA CONTROLLED TO THE C	The state of the s
	Existing Bus Stops	_	٨		
	Pharmacy	(0.5 miles)	٨		Construent of the Construent o
	stign School		>		CONTRACTOR OF THE PROPERTY OF
	Hodiston	(1 mile)	Z		El Constantino de la Constantino della Constanti
		Site ID	167	18/ Margaret Line Control of the Con	20 Section (1975) 20 Section (

nd ie Water Sewer	Control   Cont	1000-2019 1000-2
TCAC/HCD Flood	The state of the s	S S S S S S S S S S S S S S S S S S S
Elementary School (0.25 miles)		Constitution of the consti
Elementary iddle School (0.5 (0.5 miles)	The state of the s	The state of the s
Medical Clinic M (0.5 miles)	Cartification of the property	Contract of the state of the st
Library (0,5 Grocery mites) (0.5 mites)		
Future Bus Park/Community Stops (0.5 Center (0.5 miles)2 miles)	TOTAL STATE OF THE PARTY OF THE	
Existing Bus Stops (0.5 miles)	Annual Control of the	
High School Pharmacy (1 mile) (0.5 miles)		cty tilling
Hospital Site ID (1 mile)		CT20 Given Ann.  (T70 Sires Ann.  (T70 S



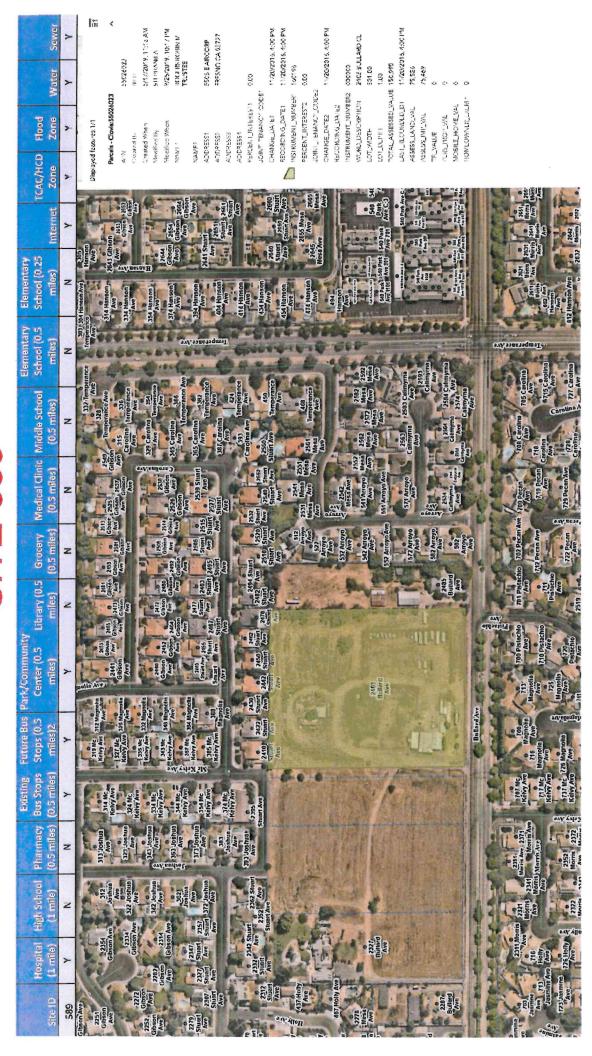


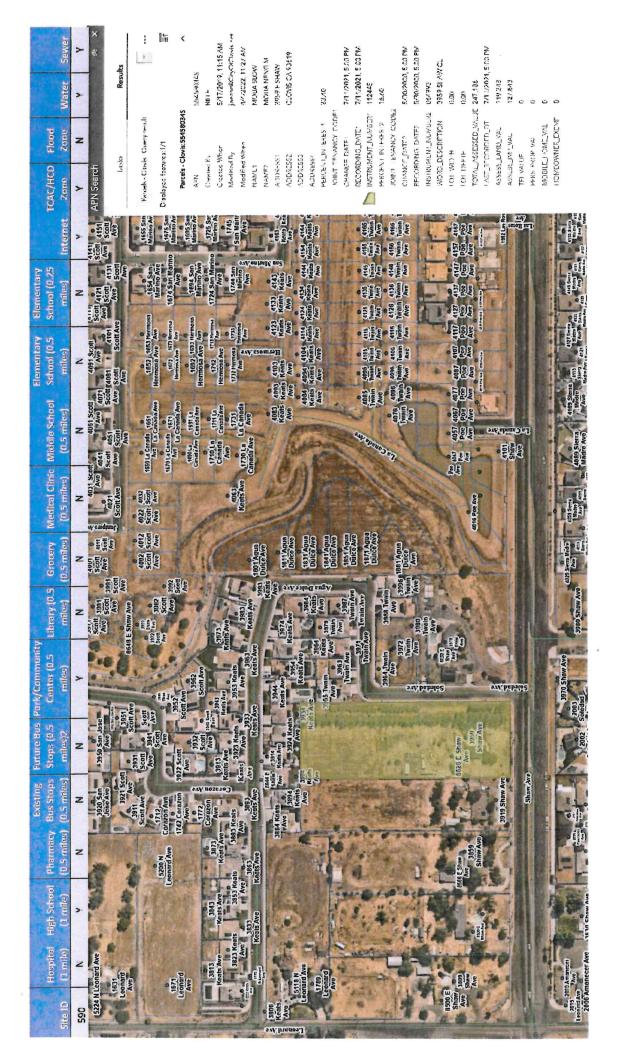
# SITE 217 REVISED 12-8-23

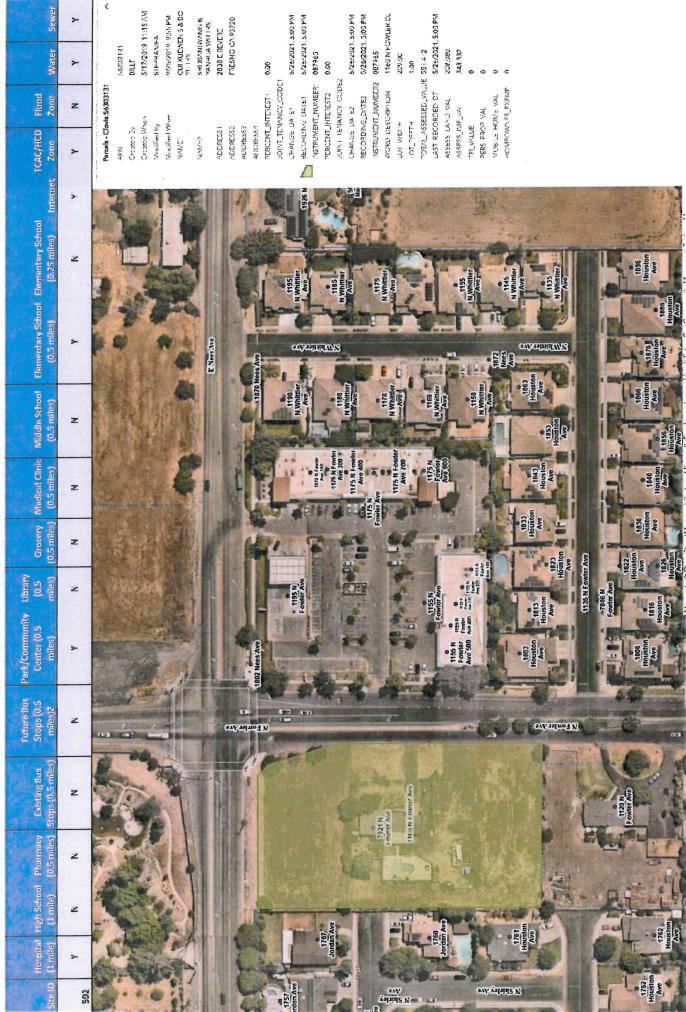


N N N N N N N N N N N N N N N N N N N	
Flood   Water   Flood   Zone   Water   Flood   Zone   Water   Zone   Z	
TCAC/HCD Internet Zone	Service of the servic
Elementary School (0.25 miles) Im N N N N N N N N N N N N N N N N N N	ez ez
School (0.5 miles)  Miles)  Miles  Mi	3
を表現した。 10年 日本	
Gracery Control of the Control of th	
Library (0.5)  White is a second of the seco	200
Stops (0.5 miles)  Miles)  Y  N  The stop in the stop	
Stops (0.5 miles) 2 m	<i>&gt;</i>
Bus Stops (0.5 miles)	
Phaeman (1) (0.5 ml)	- Supplier
Ste ID (1 mile) 301 N  301 N  (1 mile)	- 111 111















#### 937 Time 117 1479 Jefferson Ave > 1476 Minmi Ct Water 1477 Minmi Ct TCAC/HCD Flood Zone Zone Miamile 1469 Jefferson Ave 1466 Miami Ct 1465 Miami C1 1459 Jeilerson Ave Elementary School (0.25 miles Z 1453 Miami Ct 1452 Miami Ct 1447 Jefferson Ave Elementary School (0.5 Z 1447 Miami Ct Library (0.5 Grocery Medical Clinic Middle School miles) (0.5 miles) (0.5 miles) 1487 Jefferson Ave z Z Sunnyside Ave 947 Sunnyside Ave 939 Sunnyside Ave 902.5 Sumnyside Sunnyside Ave Future Bus | Park/Community Ave 975 Center (0.5 963 miles) Hospital High School Pharmacy Bus Stops (0.5 avy apprunis Existing (0.5 miles) defferson we 974 Sunnyside Ave 1884 Sunnyside Ave 964 Sunnyside Ave 994 Sunnyside Ave Summyside Summyside (1 mile) 1940 A've Sunnyside (1 mile) 954 930 Sunny side AveB (1291) efferson AWE 1291 Site 10 Ave 596

1034

1033 N Carey Ave

Calch yas

1033

4