

Les Baugh
County Member

Larry Farr
City Member

Stan Neutze
City Member

Francie Sullivan
City Member Alternate

Irwin Fust
Special District Member

Mary Rickert
County Member Alternate

Brenda Haynes
Special District Member



Dick Fyten
Public Member

David Kehoe
County Member

Patricia Clark
Special District Alternate

Bob Richardson
Public Member Alternate

George Williamson
Executive Officer

James M. Underwood
General Counsel

Kathy Bull
Office Manager

Agenda Item: 8.a.

Meeting Date: June 1, 2017

From: George Williamson AICP, Executive Officer

Subject: Proposed City of Anderson Water Services Extension

The Commission will consider a proposal submitted by property owner petition for proposed water service extension (Shasta County APN 050-530-015). The applicant is requesting water services be extended by the City of Anderson, to a single parcel outside city boundary and within the adopted sphere of influence. The property is developed with a residence and additional development is proposed.

LAFCOs are responsible under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 to regulate the formation and development of local governmental agencies and their municipal services. This includes proposed changes of organization, such as boundary changes, consistent with adopted policies and procedures pursuant to California Government Code § 56375. LAFCOs are authorized with broad discretion in amending and conditioning changes of organization as long as they do not directly regulate land use, property development, or subdivision requirements.

Background

Proceedings for this services extension were initiated by property owner application (Attachment 1). The City of Anderson has passed a resolution for the services extension (Attachment 2 City Council Resolution 2017-16), which includes property owner consent for future annexation.

Reasons for Proposal

The reasons for the services extension as set forth in the property owner application to LAFCo are as follows:

The applicant is requesting water services be extended by the City of Anderson, to a single 7.6 acre parcel (APN 050-530-015) outside city boundary and within the adopted sphere of influence. The property is developed with a residence and additional development is proposed. The area proposed for extended services is shown in Figure 1 (Attachment 3). This property is within the City of Anderson Sphere of Influence.

Provision of Public Services

The site is within the Anderson Fire Protection District boundary. There would be no change in fire protection services and the Anderson Fire Protection District has submitted a letter of support for the proposed services extension. Wastewater treatment and disposal would be provided by an onsite private system.

Land Use Designations

Land uses are currently subject to the Shasta County General Plan and Zoning Ordinance. The General Plan designation is Industrial and the zoning designation is General Industrial.

Authority

California Government Code Section 56133 enables LAFCo to authorize a city to provide new or extended services by contract or agreement outside its jurisdictional boundaries under specified circumstances. In this proposal, the services would be extended to a single parcel, within the City adopted Sphere of Influence.

Analysis

The proposal analysis considers the capacity of the agency providing the services, City of Anderson, to deliver the water service to the intended location. The City has analyzed their capacity to provide the proposed services. The City currently has a 10-inch water line (Riverside Industrial Park system) and hydrant located within the Riverside Road right-of-way, approximately 400-500 feet to the west of the Weaver property. The Riverside system is adequate to meet required daily water demands for the area, and recent fire-flow tests (2/27/17) indicate there is sufficient capacity to serve the development (April 4 2017 staff report to Anderson City Council).

Other Considerations

Environmental Review

In accordance with the California Environmental Quality Act (CEQA), the City of Anderson served as Lead Agency and determined that the project is exempt from CEQA and qualifies for an exemption (Section 15303) from the preparation of environmental documents (Notice of Exemption). This class exempts the construction and location of limited numbers of new small facilities or structures. A single caretaker residence is proposed, and the storage units are not projected to be served with potable water beyond a sprinkler system. As Responsible Agency, LAFCo independently reviewed the project, concurs that the project qualifies for a Class 1 exemption from CEQA and has determined that use of the categorical exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2.

Conducting Authority Proceedings

All proposed boundary changes approved by the Commission are subject to conducting authority proceedings (i.e., protest hearing) unless waived in accordance with criteria outlined under G.C. § 56663. This application did receive 100% consent from landowners within the proposed annexation area. Therefore, the proposal is not subject to conducting authority proceedings under G.C. § 56663 unless written opposition is received from landowners or registered voters within the affected territory prior to the conclusion of the Commission’s proceedings on the proposal.

RECOMMENDATION

APPROVE SUBJECT TO CONDITIONS:

It is recommended the following conditions of approval be applied with delegation to the Executive Officer to determine when the requested actions have been sufficiently satisfied before proceeding with a recordation.

- Completion of the 30-day reconsideration period provided under G.C. § 56895.
- Payment of any outstanding fees as identified in the Commission’s adopted fee schedule.

Attachment 1: Property Owner Application

Attachment 2: City of Anderson Resolution 2017-16 Agreement to Extend Utility Service Outside City Limits

Attachment 3: Figure 1 Shasta County APN 050-530-015

SHASTA LAFCO
CHANGE OF ORGANIZATION/REORGANIZATION APPLICATION

This application must be completed in full and submitted with any petition or resolution of application to LAFCO for a change of organization or reorganization made pursuant to Government Code Section 56000 et seq.

1. **Nature of Proposal:** Check one of the following. Insert city or district name. If the proposal involves more than one concurrent change (i.e., annexation to one agency, detachment from another), check the appropriate "reorganization" box.

- Annexation only** to a city or special district
 Affected city or district: Anderson Fire Protection District
- Detachment only** from a city or special district
 Affected city or district: _____
- Reorganization by concurrent** annexation to city, detachment from district(s)
 Affected city and district(s): _____
- Reorganization by concurrent** annexation to district, detachment from district
 Affected districts: _____
- Formation** of special district
 Type of district (i.e. CSD, CSA, FPD): _____
- Dissolution** of special district
 Name of district: _____

2. **Sphere of Influence:** If the proposal is for annexation to a city or district, is the area to be annexed within the sphere of influence of the affected city or district? Yes No. If no, there must be a concurrent sphere of influence amendment action.

3. **Tax Exchange Agreement:** Is the proposal subject to a tax exchange agreement? Yes No. If yes, see Shasta LAFCO's "Application Standards & Document Requirements for compliance information.

4. **Public Agencies in Proposal Area:** List all public agencies - including school districts - whose current jurisdictional boundary or sphere of influence boundary falls within the proposal area. Also note the effect on the proposal on each agency.

<u>Public Agency</u>	<u>Effect of Proposal (i.e. annex, detach, no change)</u>
<u>Anderson Fire Protection Dist.</u>	<u>to ANNEX</u>
<u>City of Anderson Water</u>	<u>add to water line</u>
<u>Cascade Union Elementary School Dist.</u>	<u>no change</u>
<u>Anderson Union High School Dist.</u>	<u>no change</u>

5. **Affected Territory is Legally (Check One):**

- Inhabited (more than 12 registered voters)
- Uninhabited (fewer than 12 registered voters)
- Developed
- Undeveloped

6. Characteristics of Affected Area: Insert totals and check data source.

	Total #	Assessor/Auditor	Elections Dept.	Field Survey	Other Source: (Name)
Acres	7.59	X			
Parcels	1	X			
Inhabitants	1				owner
Registered Voters	1				owner
Dwelling Units	1	X			
Commercial Units	0	X			
Industrial Units	0	X			
Assessed Value: Land	\$500,000 ⁰⁰	X			
Assessed Value: Improvements	\$50,000 ⁰⁰	X			
Total Assessed Value	\$550,000 ⁰⁰	X			

7. General Location of Proposal Area: Summary statement of general location in relation to nearest major roads and intersections, nearest city or district boundary, and/or other locational landmarks.

19912 Riverside Ave., Approx. 300 Ft. Northeast of the intersection with Ox Yoke St.

8. Present Land Use Characteristics: Summary statement of current land use and development characteristics, as well as prevalent topographic/geographic characteristics that influence land use and development.

one rental and existing pasture on a flat parcel of land.

9. Proposed Development: Summary statement of proposed development in the area, if any, and a statement of when development is expected to begin and/or be completed:

Commercial - 582 storage units

10. General Plan and Zoning Designations: List the current Shasta County General Plan land-use and zoning designations applied to the area, and the total acres under each designation. Do not use abbreviations. Attach maps showing the General Plan designations.

General Plan Designation	No./Acres	Zoning Designation	No./Acres
I	7.59AC	'M' General Industrial	7.59AC,

11. Pre-Zoning: For proposals to annex territory to a city, §56375 requires that the annexation area be "pre-zoned". Please list zoning designations that will be applied by the city after

annexation. *Do not use abbreviations.* Attach a map depicting the zoning designations and a copy of the ordinance adopting the designations.

<u>Zoning Designation</u>	<u>No. of Acres</u>
<u>M</u>	<u>7.59 AC.</u>
_____	_____
_____	_____
_____	_____

12. **Chief Reasons for Proposal:** An agency resolution of application to LAFCO must include a summary recital of the chief reasons for the proposal (such as the desire by landowners and/or developers to acquire agency services). In the space below, discuss the chief reasons for the proposal. Identify alternatives and explain why the alternatives are not as feasible as the proposal.

Availability of water for fire protection

13. **Terms and Conditions:** For an application by a public agency, the resolution of application may request terms and conditions on LAFCO's approval. In the section below, list and provide an expanded discussion of the terms and conditions requested in the resolution. If there are no terms and conditions, insert "None Requested".

N/A

14. **Boundary Modifications:** LAFCO is authorized to modify the boundary of a proposal to include or exclude territory. In the section below, explain how the proposed boundary was determined, the alternatives considered, and what the impacts would be if LAFCO were to modify the boundary. Attach any maps that would support the proposed boundary or would visually depict the impacts of any boundary modification. *(This section is critical to LAFCO's analysis; please provide a complete response.)*

This property lies within the Anderson Fire Protection District and adopted SOI

15. **Plan for Providing Services (§56653):** Whenever a local agency or school district submits a resolution of application for a change of organization or reorganization, the local agency shall submit a plan for providing services within the affected territory. The applicant agency must also complete the following table and attach a comprehensive narrative that includes the following information:

- An enumeration and description of the services to be extended to the affected territory.
- The level and range of those services.
- An indication of when those services can feasibly be extended to the affected territory.
- An indication of any improvement or upgrading of structures, roads, sewer or water facilities, or other conditions the local agency would impose or require within the affected territory if the change of organization or reorganization is completed.

- Information with respect to how those services will be financed.

(A) Service	(B) Current Provider <i>(e.g. County, Special District, Private, None)</i>	(C) Method to Finance Current Service <i>(See Key)</i>	(D) To be Provided by this Proposal? <i>(Yes or No)</i>	(E) If Yes to (D), Method to Finance? <i>(See Key)</i>	(F) If Yes to (D), Estimated Date Service Available
Law Enforcement	unchanged				
Fire Protection	"				
Streets/Traffic	"				
Water	private				
Sewer	private				
Power	"				
Solid Waste	unchanged				
Storm Drains	N/A				

Key: O=Owner; SC=Service Charges; AD=Assessment District; DA=Developer Agreement

16. **Water Service:** Pursuant to §56668(k), LAFCO must now consider, "Timely availability of water supplies adequate for projected needs . . ." Availability of water supply includes the fluid water itself (entitlements) and infrastructure (treatment capacity, storage capacity, regional transmission, and local distribution systems). Adequacy of water also means the ability of the agency to provide water to both existing and proposed development. In the space below, discuss water availability and adequacy in the context of the proposal set forth in this application.

see Attached Resolution

17. **Sphere of Influence Amendment as a Separate or Concurrent Action:**

- A. **Compliance with §56425(b):** For an application by a city for amendment of a city sphere of influence, city and county representatives are required to meet on matters pertaining to the proposed sphere change. (See §56425(b) for specifics.) *This meeting is to be held at least 30 days prior to submitting an application to LAFCO.* To verify compliance with the statute, complete the following:

Date(s) of City/County Meeting(s): _____

City Attendees (Name/Position): _____

County Attendees (Name/Position): _____

City/County Agreement: City and County Did Did not enter into an agreement with respect to the proposed sphere of influence boundaries, and

4.								
5.								
6.								
7.								
8.								

* DU = Dwelling Units; S= Support; O=Opposed; NR=No Response

19. **100% Consent Applications; Request Waiver of Public Hearing:** Pursuant to §56663, proceedings before LAFCO may be conducted without a public hearing, and Conducting Authority proceedings may be waived, provided (a) *the applying agency's resolution of application requests a waiver*, and (b) provided the resolution is accompanied by *proof that all of the owners of land within the affected territory have given their written consent* to the proposed change of organization or reorganization. The following is also to be completed and signed if the agency's resolution requests this waiver:

It is hereby certified that the signatures shown on the attached petitions and/or letters represent 100% of the owners of the territory included in the proposal presented in this application. It is further certified that these landowners consent to the proposal presented in this application.

Signature: _____

Print Name/Title: _____

Agency: _____

20. **Executive Officer's Report/Notice of Hearing:** Print or type the name and addresses of three officers or persons *in addition to the chief petitioners and/or clerk of each affected agency* who are to receive copies of the Executive Officer's Report and the notice of the public hearing:

1. _____

2. _____

3. _____

21. Certification, Indemnification, Signature:

1. In signing this document, it is hereby certified, that the statements made in this application and the attachments to this application are to the best of my knowledge complete and accurate.
2. The undersigned, as Applicant (agency and/or property owner), agrees to indemnify, save harmless, and reimburse LAFCO for all reasonable expenses and attorney fees in connection with the defense of LAFCO and for any damages, penalties, fines or other costs imposed upon or incurred by LAFCO should LAFCO be named as a party in any litigation or administrative proceeding in connection with the application, whether the application is maintained or withdrawn. Applicant further agrees that LAFCO shall have the right to appoint its own counsel to defend it and conduct its own defense in the matter it deems in its best interest, and that LAFCO's taking such actions shall not limit Applicant's obligations to indemnify and reimburse defense costs or relieve Applicant of such obligations.

Signature: _____

Print Name/Title: _____

Agency: _____

Phone: _____

e-mail: _____

Date: _____

[Handwritten Signature]
[Handwritten Phone: ~~530-355-4694~~ 530-355-4694]
[Handwritten e-mail: brent@weaver-lumber.com]
[Handwritten Date: 5/4/17]

May 3, 2017

Shasta LAFCO
1255 East Street, Suite 201
Redding, CA 96001

Regarding: Property Owner Consent

I, Brent Weaver am the owner of the property located at 19912 Riverside Avenue / Anderson, CA 96002. I consent to the annexation/reorganization/service extension of my property to the City of Anderson.

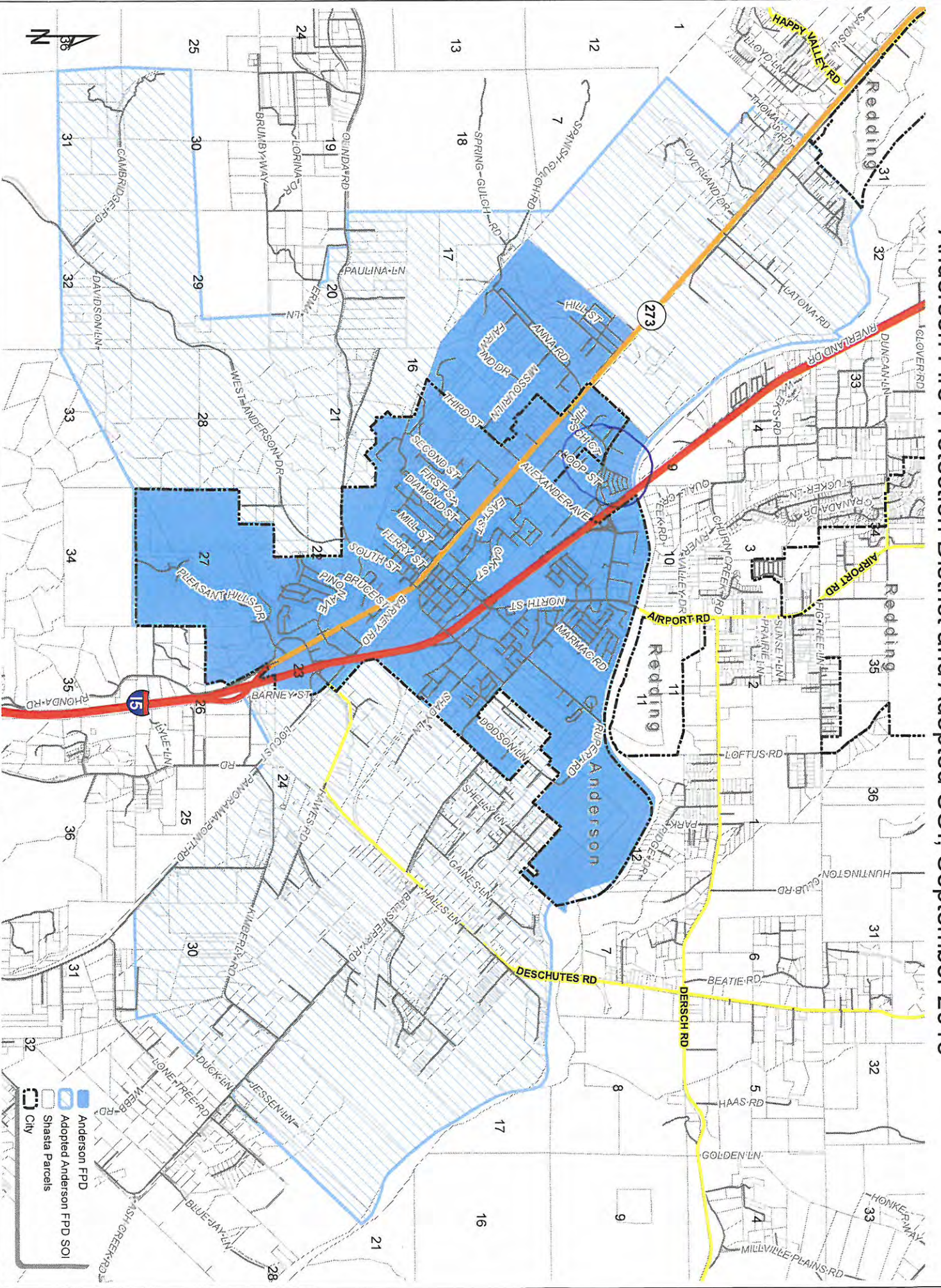


Signature

5-3-17

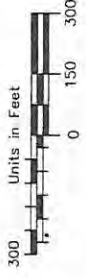
Date

Anderson Fire Protection District and Adopted SOI, September 2013

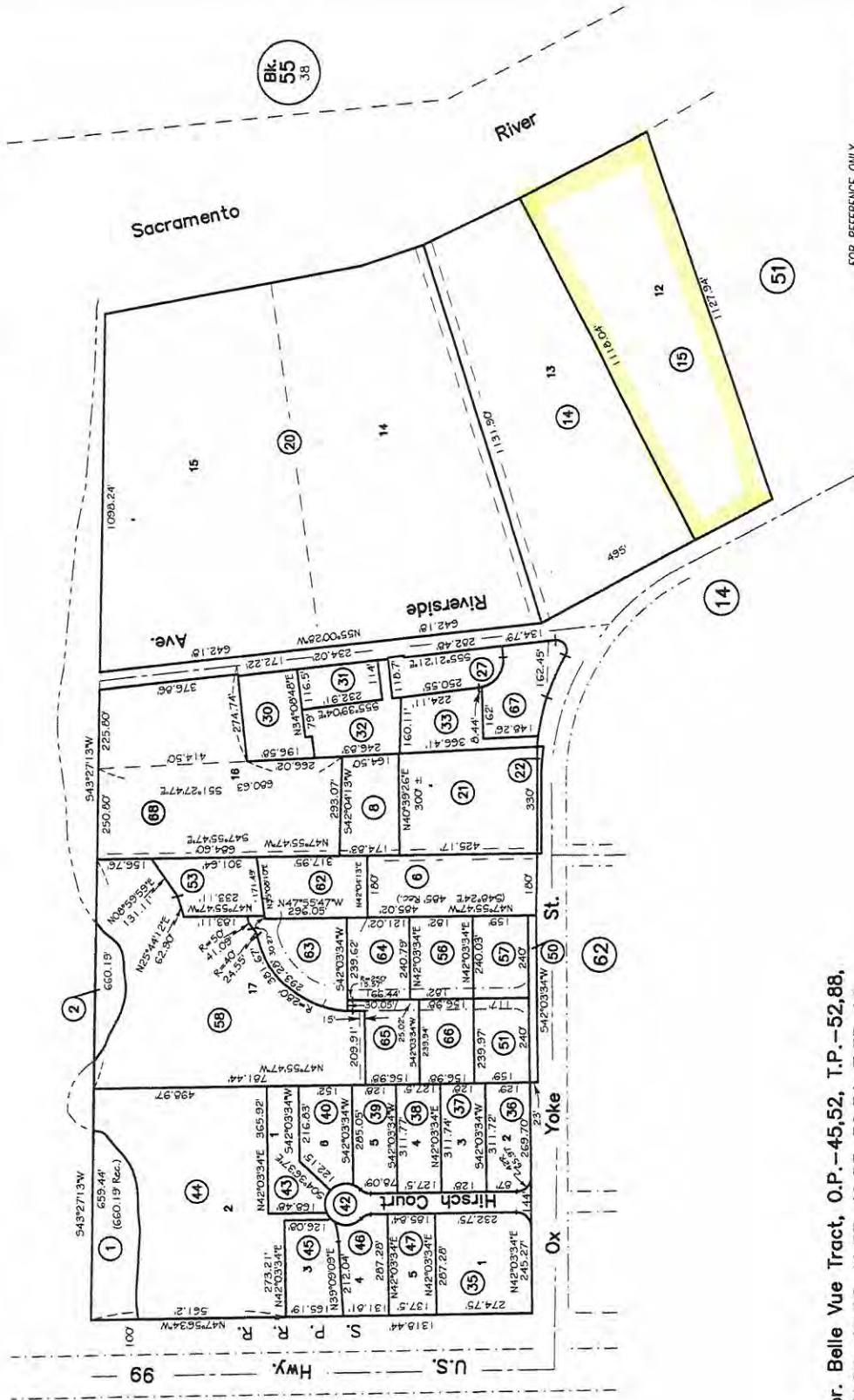


Por. Sec. 39, P.B. Reading Grant

50-53



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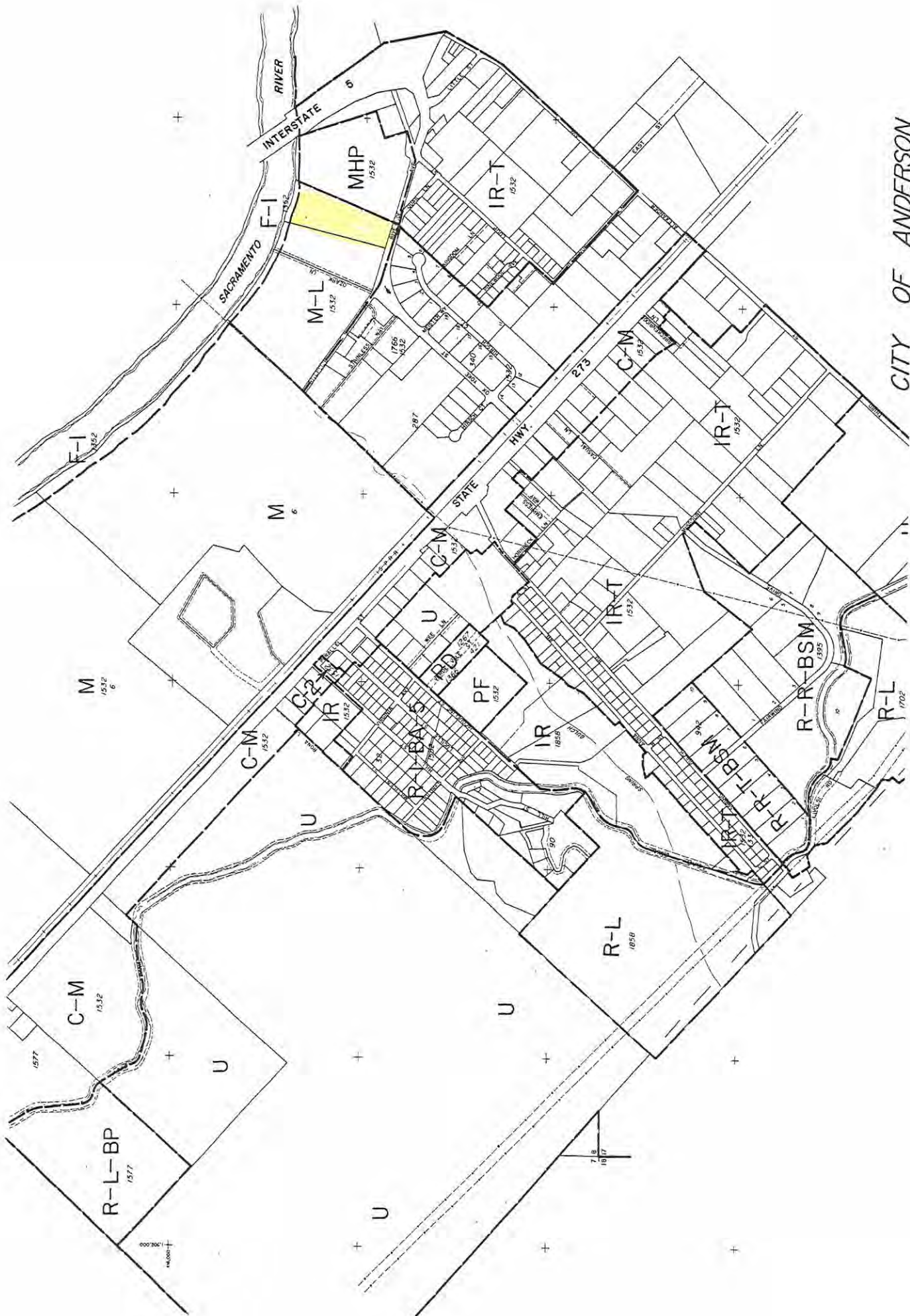


Bk. 55
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Bk. 51
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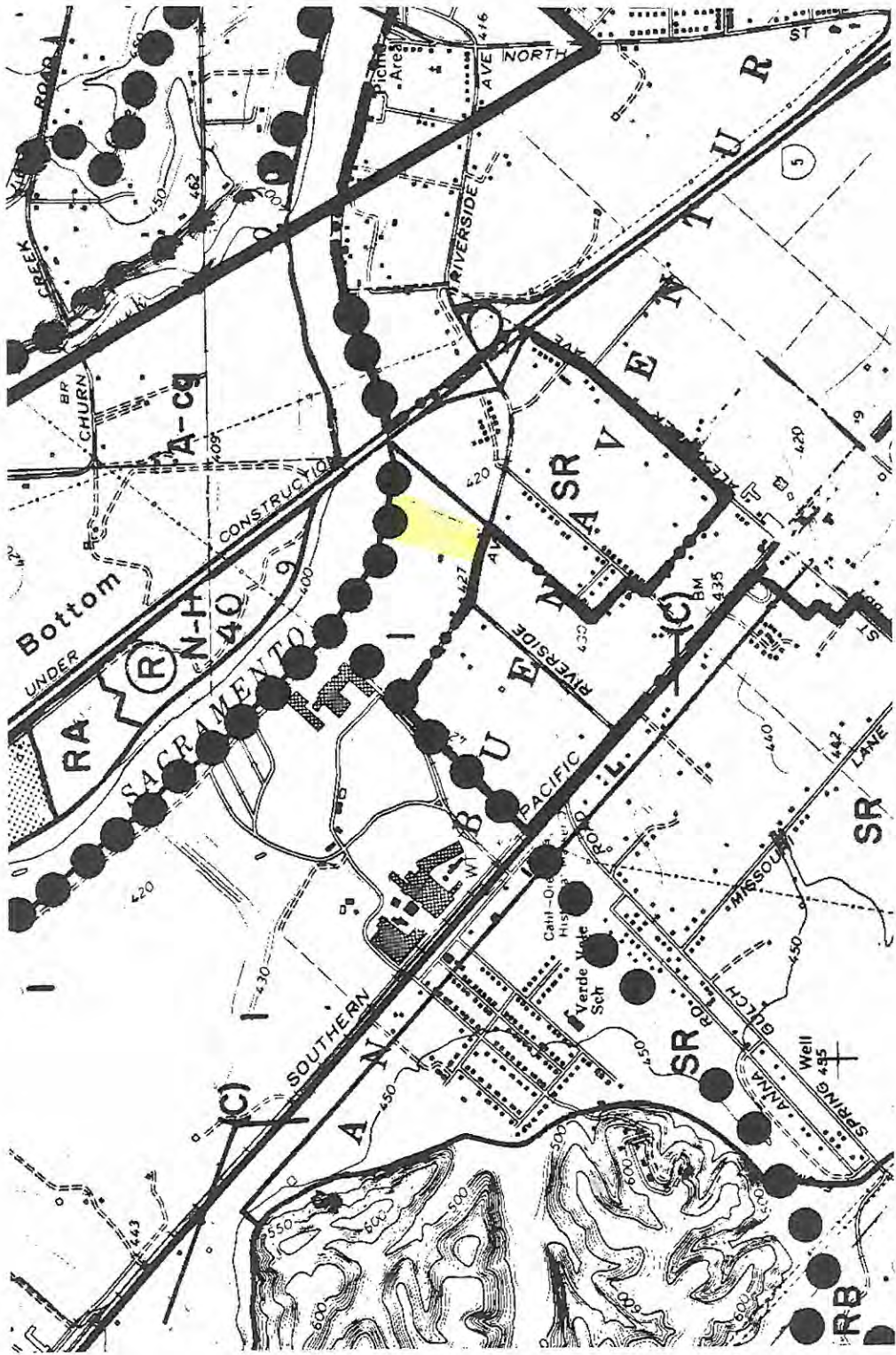
FOR REFERENCE ONLY
This map reflects information furnished from documents of record, interpreted and compiled by the assessor's office. It is not a legal document nor are any features contained herein intended for any other purpose.
Shasta County Assessor

Por. Belle Vue Tract, O.P.-45,52, T.P.-52,88,
P.M.32-45,33-11,33-40,33-52,34-7,35-14,
L.S.31-71,32-68,31-31,



CITY OF ANDERSON

CO Zoning



CO 9P

Resolution No. 17-16

A RESOLUTION OF APPLICATION BY THE CITY COUNCIL OF THE CITY OF ANDERSON REQUESTING THE SHASTA LOCAL AGENCY FORMATION COMMISSION INITIATE PROCEEDINGS FOR A SERVICE EXTENSION

WHEREAS, the City of Anderson (herein referred to as "City") is authorized to provide municipal services pursuant to Title 13 – "Water and Sewer" of the Anderson Municipal Code; and

WHEREAS, the City of Anderson has received a request from Mr. Brent Weaver, a partner representing MW HOLDINGS, LLC, the Property Owner, to extend water services to provide adequate water for fire protection for the property located at 19912 Riverside Avenue, Anderson, CA; (Shasta County APN 050-530-015) as reflected on the attached Exhibit A; and

WHEREAS, the Property Owner has applied to the County of Shasta for permits necessary to develop the property in a manner consistent with the requirements of Shasta County; and

WHEREAS, the Anderson Fire Protection District has provided correspondence to the City to support the Property Owner's request in order to better protect public safety by assuring the availability of water volume and water pressure to meet emergency fire-flow requirements to the property; and

WHEREAS, the City has studied options for providing municipal services and concluded that a limited services extension outside City boundaries and inside the Sphere of Influence is feasible and appropriate at this time; and

WHEREAS, the services would be limited to water service only; and

WHEREAS, per Section 56133 of the Cortese Knox Herzberg Local Government Reorganization Act of 2000, a City may propose a services extension outside City boundaries and inside the Sphere of Influence to the LAFCO Commission; and

WHEREAS, per Section 56133 (b) of the Cortese Knox Herzberg Local Government Reorganization Act of 2000), The commission may authorize a city or district to provide new or extended services outside its jurisdictional boundary but within its sphere of influence in anticipation of a later change of organization; and

WHEREAS, the City Council has considered the specific facts associated with the request for service extension, and subject to the required execution of the agreement for services and future annexation attached hereto as Exhibit B, finds that such extension would serve in protecting the health, safety and general welfare of the residents of the City of Anderson; and

WHEREAS, public notice of the hearing on the proposed services extension was provided through a legal notice published in the Record-Searchlight on March 26, 2017.

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

1. The City Council hereby requests that the Shasta LAFCO initiate proceedings to consider a services extension outside City of Anderson jurisdictional boundaries and inside the Sphere of Influence to provide adequate fire-flows to the property as requested by the Property Owner and the Anderson Fire Protection District.

2. The City Council is serving as Lead Agency for this proposal pursuant to the California Environmental Quality Act (CEQA). LAFCO is a Responsible Agency. The City Council finds that the proposal is Categorically Exempt from CEQA pursuant to CEQA Guidelines §15303 Class 3 (d) "New Construction Or Conversion Of Small Structures", which exempts construction and location of limited numbers of new, small facilities or structures including water main, sewage, electrical, gas, and other utility extensions.
3. The City staff is authorized and directed to prepare a plan for services in consultation with the property owner, to demonstrate that the proposed services can be extended without diminished services within the City boundary.
4. The City staff is authorized and directed to take all actions consistent with this resolution to assist in processing the services extension request with Shasta LAFCO.
5. That the requested extension shall be subject to the requirements of the fully executed "City of Anderson Agreement to Extend Utility Service Outside City Limits" attached hereto.
6. That such extension of services is limited in scope, and any revision to the nature and purpose of the Property Owners request or use of the property or of City services shall require the separate approval of the City Council.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Anderson held on April 4, 2017, and was adopted by the City Council of the City of Anderson by the following vote:

AYES: Councilmembers Hunt, Connick, Neutze, Baugh, and Mayor Browning.
NOES: None.
ABSENT: None.
ABSTAIN: None.



Baron Browning, Mayor of the City of Anderson

ATTEST:

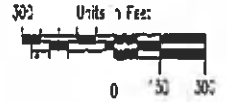


Juanita Barnett, City Clerk

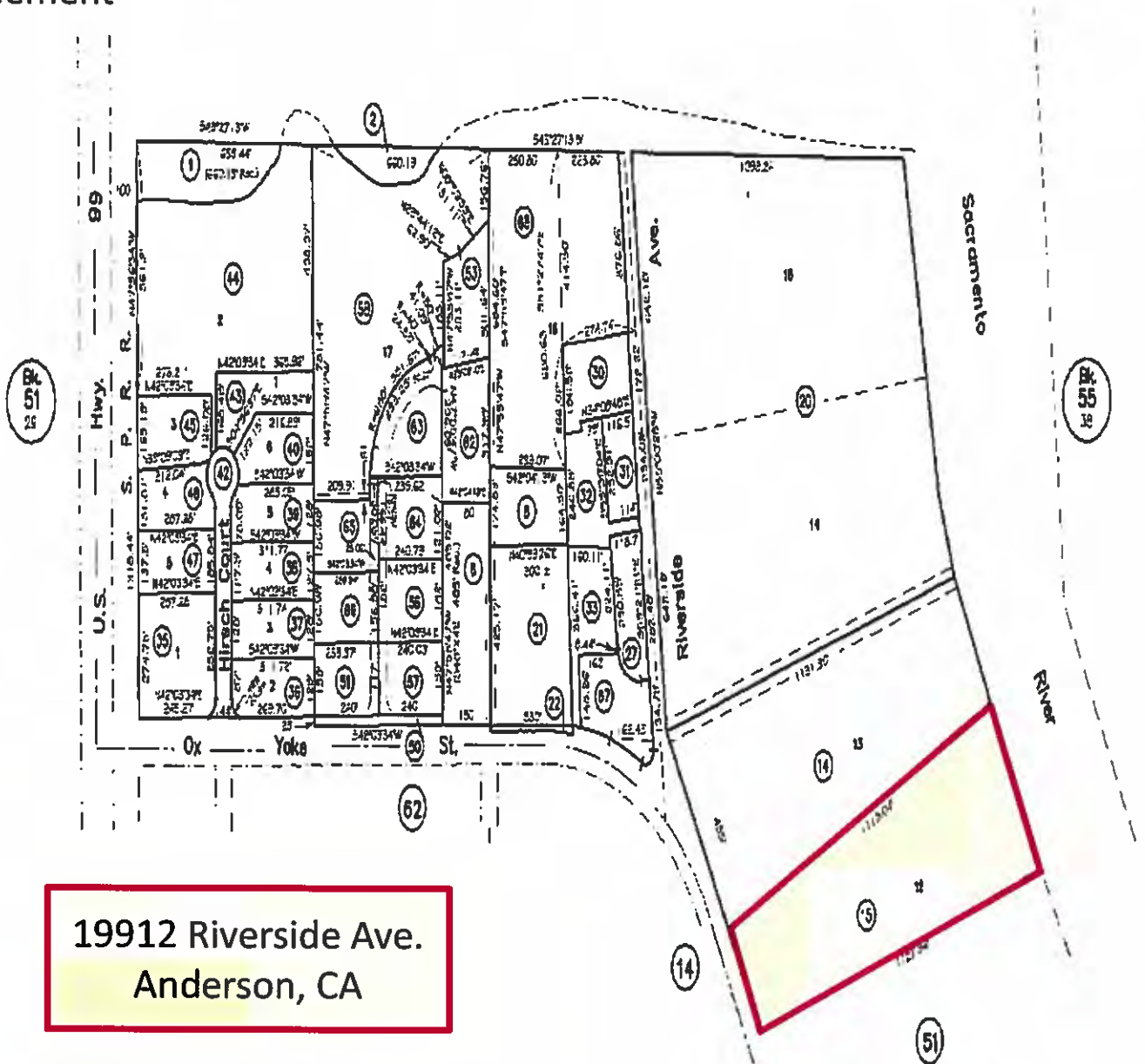
EXHIBIT A –
MW Holding,
LLC
Agreement

Por. Sec. 39, P.B. Reading Grant

50-53



11



**19912 Riverside Ave.
Anderson, CA**

Por. Belle Vue Tract, O.P.-45,52, T.P.-52,88,
P.M.32-45,33-11,33-40,33-52,34-7,35-14,
L.S.31-71,32-68,31-31,

FOR REFERENCE ONLY
This map shows information furnished from records of record, abstracts and compiled by
external mapping agencies. The only intent of this map is for the general purpose. All
of a high character or on file before recorded shall prevail in any other paper.
Deuts County Assessor

**CITY OF ANDERSON AGREEMENT TO
EXTEND UTILITY SERVICE OUTSIDE CITY
LIMITS**

THIS AGREEMENT is entered into this 5th day of April, 2017, by and between the City of ANDERSON ("City") and MW HOLDINGS, LLC ("Owner") to extend certain utility services to real property located at 19912 Riverside Avenue, Anderson, CA 96007 (Shasta County APN 050-530-015).

RECITALS

A. City is a California municipal corporation located in Shasta County, California, charged with the responsibility for preserving the peace, health and safety of its citizens, and authorized to provide the following utility services where adequate service is not available: water and/or sewer service.

B. Pursuant to ANDERSON City Code and the direction of the City Council, the City Manager, may authorize the extension of one or more of the above-stated utility services beyond City's territorial limits upon satisfaction of certain terms and conditions.

C. Owner holds fee title to that certain real property whose general location or address is stated above (the "Property"). The Property is situated beyond City's territorial limits, but is within the limits of City's Sphere of Influence and adjacent to the City service area which will allow the utility service to be provided pursuant to this Agreement.

D. Owner has made written application to City for an extension of the following utility services to the Property (check services to be provided):

 X Water

 Sewer

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and the mutual obligations contained herein, City and Owner hereby covenant and agree as follows:

1. Provision of Utility Services: City shall provide to the Property those utility services checked above, subject to all of the terms and conditions stated herein.

2. Improvements, Terms and Conditions: Owner shall be responsible for the installation of the improvements deemed necessary by City for delivery of the utility services to the Property (the "offsite improvements"). Owner shall be responsible for dedicating or causing to be dedicated to City all rights- of-way in fee and/or easements deemed necessary by City for delivery of the utility services.

2.1. As used in this Agreement, “installation” includes all designing, planning engineering, permitting, constructing, inspecting and testing activities related to the improvements or facilities for which installation is required.

2.2. The offsite improvements shall be designed and improvement plans prepared by a professional engineer.

2.3. The offsite improvements shall be installed in accordance with City and Shasta County standards as applicable and in effect at the time building permits for the on-site Property improvements are obtained from Shasta County.

2.4. Dedications of rights-of-way and/or easements are not effective until formally accepted by City. Prior to being accepted, the Owner shall provide to City a current preliminary title report in a form and substance acceptable to City. A legible copy of the vesting deed and all underlying documents for all exceptions of record shall accompany the title report. All costs for the dedication, including but not limited to the aforementioned reports, shall be Owner’s obligation.

2.5. Installation of the offsite improvements shall be deemed completed when accepted by the City Engineer, and, when so accepted, all lines, pipes, mains and other appurtenances that are part of the offsite improvements and which are situated in rights-of-way or easements dedicated to or otherwise owned by City (the “facilities”) shall be deemed to be owned by City. Thereafter, City shall have exclusive control, supervision and management of the facilities and shall be responsible for the maintenance of the facilities.

2.6. Dedication of required rights-of-way and/or easements or encroachment permits, the design of the offsite improvements and the preparation of the improvement plans are **not** subject to deferral and must be approved in writing by the City’s Engineer prior to commencement of construction of the offsite improvements

2.7. Owner shall pay the full costs incurred by City for the processing and permitting, review, installation, including without limitation any inspection, and testing of the facilities. Owner shall make final payment of the full cost incurred by City for the connection of offsite improvements to the City System prior to delivery of the utility services by City.

2.8. As a condition to the City’s agreement to provide utility services to the Property, the Owner agrees without reservation to the conditions as set forth in Exhibit A - “Conditions for Provision of Utility Services” attached to this agreement, and herein incorporated by reference.

3. Charges, Fees & Assessments payable at permitting. In addition to the estimated costs to be paid pursuant to subsection 2.7 above, Owner shall pay all of the following fees, charges and assessments at the time a building permit is issued for construction of the offsite improvements:

3.1. Fees and charges by City directly related to the installation of the improvements, the facilities and/or the establishment of the utility services. They include, but are not limited to, charges for turnouts, meters, service lines, and impact fees.

3.2. An “out-of-city” assessment for the purpose of reducing the burden put on City in extending the utility services to new properties outside City’s territorial limits. This assessment shall be applied toward the capital costs incurred by City in supporting the provision of utility services to properties outside the City’s territorial limits. This assessment is intended solely as a contractual obligation of the Owner for the utility services provided by City pursuant to this Agreement. The amount of the assessment shall be equal to the amount of the development fees related to the utility services provided herein that would normally be charged by City for new development within the City’s territorial limits. For this Agreement, the amount of such assessment is \$ TBD.

4. Charges & Fees Payable With Utility Services. In addition to the final costs to be paid pursuant to subsection 2.7 above, Owner shall pay services charges and fees, usually paid on a monthly basis, pursuant to rates established by City from time to time.

5. No Diversion of Services. Owner acknowledges and agrees that the utility services provided by City under this Agreement are solely intended to serve the Property and no other real property. Owner shall not and is expressly prohibited from diverting, conveying, transferring or otherwise allowing any of the utility services, or any part of any of the utility services, to serve any other real property. In the event the Property is split, divided or subdivided into separate parcels, utility services will continue to be provided under this Agreement only for the benefit of the parcel of real property on which is situated the principal or main building or use that existed on the Property prior to such split, division or subdivision.

6. Compliance with City Requirements: Owner shall comply with all applicable provisions of the Municipal Code concerning delivery of utility services inside the city limits and concerning City utility services generally. Owner shall comply with all written policies of the Public Works Department implementing said Code provisions, and the same shall be deemed to have been incorporated herein by this reference. Without limiting the previous general requirements of compliance stated in this Section 6, Owner shall cause the Property to meet the same development standards required by City of properties within the limits of the City to the maximum extent reasonably possible as determined by the City Engineer, the City’s Development Services Director, and Shasta County authorities. Where the City and County standards are found to be in conflict, the Parties shall negotiate in good faith to achieve a mutually acceptable resolution meeting County standards. Should such resolution not be possible, the Owner agrees that the City shall bear no cost, liability or other burden associated with City’s decision.

7. Consent to Future Annexation: At the present time it may be impractical or not feasible for City to annex the Property. Therefore, Owner hereby consents to willingly and without reservation agree to and participate in any future annexation petition that encompasses the Property.

8. Discontinuance of Utility Services: A utility service provided to the Property under this Agreement may be discontinued in accordance with the procedures and for the reasons stated in Title 13 “Water and Sewers” of the ANDERSON City Code, as applicable to the utility service provided.

9. Statement of Public Policy: This Agreement shall not be construed as limiting the right of Owner, or any successor in interest of Owner to all or any portion of the Property, to appear and testify in support of or in opposition to zoning changes, building permits, or any other official act affecting the Property before a governmental body or officials considering such matters, including, but not limited to, the ability to file such protests and objections as may be permitted by law considering the formation of an improvement district, the extent of the district or any assessment or contract related thereto. This Section shall not supersede or abrogate in anyway the Owners obligations or responsibilities as set forth in this agreement.

10. **Entire Agreement:** This instrument contains the entire agreement between the parties and no statement, promise or inducement made by either party, or agent of either party, that is not contained in this written contract shall be valid or binding, and this Agreement may not be enlarged, modified, or altered, except in writing, signed by the parties and endorsed hereon.

11. **Binding Effect:** This Agreement shall be recorded, shall run with the land, and inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns.

12. **Interpretation:** This Agreement shall be construed in accordance with the laws of the State of California. If any court of competent jurisdiction declares any portion or portions of this Agreement invalid, the remaining provisions hereof shall remain in full force and effect.

13. **Enforcement:** Both parties may enforce this Agreement in a court of law or equity, and the prevailing party shall be entitled to recover the reasonable costs and expenses, including reasonable attorney fees, that the party incurs.

14. **Indemnification:** The Owner(s) shall defend, indemnify, and hold harmless the City of Anderson, its officers, employees or agents from any claim, action or proceeding against the City or its officers, employees or agents to attack, set aside, void, or annul any action, approval or condition of the City of Anderson concerning the Owners project and/or this agreement. The City shall promptly notify the owner of any claim, action or proceeding concerning the project or agreement and the City shall cooperate fully in the defense of the matter. The developer shall either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Agreement on the day and year first above written.

MW HOLDINGS, LLC; Property Owner



SIGNATURE
(Authorized Representative)

4-18-17
DATE

owner

TITLE

CITY OF ANDERSON
A Municipal Corporation



JEFF KISER
City Manager

4-5-17

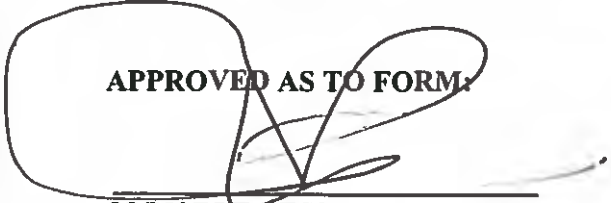
DATE

ATTEST:



JUANITA BARNETT
City Clerk

APPROVED AS TO FORM:



JODY BURGESS
City Attorney

ACKNOWLEDGMENT

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

State of California
County of Shasta

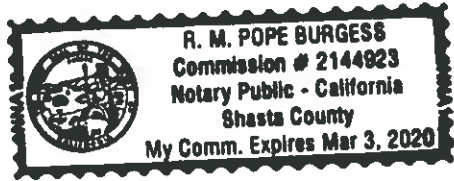
On April 5, 2017 before me, R. M. Pope Burgess Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature R. M. Pope Burgess (Seal)



ACKNOWLEDGMENT

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

State of California

County of Shasta)

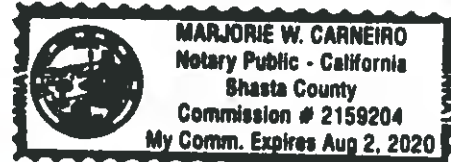
On April 18, 2017 before me, Marjorie W. Carneiro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Marjorie W. Carneiro (Seal)



Attachment 1 - Location Water Service Extension Request

--

19912 Riverside Avenue
Anderson, CA
Shasta County APN 050-530-015



Les Baugh
County Member

Larry Farr
City Member

Stan Neutze
City Member

Francie Sullivan
City Member Alternate

Irwin Fust
Special District Member

Mary Rickert
County Member Alternate

Brenda Haynes
Special District Member



Dick Fyten
Public Member

David Kehoe
County Member

Patricia A. Clark
Special District Alternate

Bob Richardson
Public Member Alternate

George Williamson
Executive Officer

James M. Underwood
General Counsel

Kathy Bull
Office Manager

CERTIFICATE OF FILING

SHASTA LOCAL AGENCY FORMATION COMMISSION

I, Shasta Local Agency Formation Commission Executive Officer, do hereby certify that:

1. The application hereinafter referenced and described has been submitted and found to be in the form prescribed by the Commission.
2. The application contains the information and data requested and required by the Commission and provisions of state law.
3. The City of Anderson has passed Resolution 17-16, approving an agreement to extend city services outside its boundaries for LAFCo to consider the services extension per Government Code § 56654(c). The Resolution includes a future consent to annex signed by the applicant.
4. The applicant has provided sufficient information for the proposed water service extension (Shasta County APN 050-530-015). The applicant is requesting water services be extended by the City of Anderson, to a single parcel outside city boundary and within the adopted sphere of influence. The property is developed with a residence and additional development is proposed.
5. The application has been accepted for filing and will be considered by the Commission at a meeting on Thursday, June 1 2017, at 9:00 a.m., or as soon thereafter as the matter can be heard, in the Shasta County Board of Supervisor Chambers 1450 Court Street, Redding, California.

Application Title: Weaver Water Services Extension from the City of Anderson

General Location: The proposal as submitted consists of 7.6 acres of unincorporated territory, located in the City of Anderson Sphere of Influence.

Applicant: MW HOLDINGS, LLC
19912 Riverside Avenue,
Anderson, CA 96007

This Certificate of Filing is issued pursuant to authority and requirements of California Government Code § 56658(f). All time requirements and limitations for processing and consideration of aforementioned application specified by state law and/or rules and regulations of the Shasta Local Agency Formation Commission shall become effective and run from the date of issuance of this Certificate of Filing.

George Williamson AICP
Executive Officer

Dated: May 18, 2017

ATTACHMENTS - Exhibit A Location Map & City Resolution 17-16

LAFCO RESOLUTION 2017-09

**RESOLUTION OF THE SHASTA LOCAL AGENCY FORMATION COMMISSION
CITY OF ANDERSON – WATER SERVICES EXTENSION**

WHEREAS, Property located at 19912 Riverside Avenue, Anderson, CA (Shasta County Assessor's Parcel Number 050-530-015) which is located outside the City of Anderson's jurisdictional boundary but within Shasta LAFCO's approved Sphere of Influence; and

WHEREAS, the applicant (Weaver) submitted an application requesting water services be extended to this property by the City of Anderson; and

WHEREAS, the application to LAFCO requires submittal of a draft agreement between the City of Anderson and the property owner establishing the conditions under which the services is to be provided; and

Whereas, The City of Anderson passed Resolution 2017-16, City of Anderson Agreement to Extend Services Outside City Limits, on April 5, 2017; and

WHEREAS, the extension of the water service constitutes a project as defined by the California Environmental Quality Act (CEQA) as it involves the exercise of discretionary powers by the City of Anderson to provide a water service connection and the water service connection would result in a physical change in the environment; and

WHEREAS, pursuant to Section 21084 of the California Public Resources Code, the CEQA Guidelines lists the classes of projects which have been determined not to have a significant effect on the environment and are therefore exempt from the provisions of CEQA; and

WHEREAS, in the manner required by law, the Executive Officer has agendized the proposal for Commission consideration on June 1, 2017; and

WHEREAS, pursuant to Government Code Section 56663, the conducting authority proceedings is waived with 100% consent from landowners within the proposed extension area; and

WHEREAS, the Commission has heard, discussed and considered all evidence presented at a meeting held on the Water Service Extension on June 1, 2017 City of Anderson.

NOW THEREFORE, IT IS RESOLVED, DETERMINED AND ORDERED as follows:

The Commission hereby determines the extension of water services to the property located outside its jurisdictional boundary subject to the following conditions:

- A. Completion of a 30-day reconsideration period provided under Government Code Section 56895.
- B. Payment of any outstanding fees as identified in the Commission's adopted fee schedule.

Adopted on June 1, 2017, by the following vote:

AYES:
NOES:
ABSTAINS:
ABSENT:

Dated: _____

Irwin Fust, Chairman
Shasta Local Agency Formation Commission

Attest:

Dated: _____

George Williamson, Executive Officer

Exhibit A – Map