



CITY OF PORTERVILLE

APPLICATION FOR EXTRATERRITORIAL SERVICE AGREEMENT

PROJECT ADDRESS AND NEAREST CROSS STREETS:

NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF PROPERTY OWNER(S):

NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF APPLICANT /CONTACT PERSON:

This Agreement will be in place until the date a future annexation of the property into the City of Porterville becomes effective.

The applicant for an Extraterritorial Service Agreement shall provide a concise and complete recital of the existing state of the property requesting connection to municipal services. Such information may include

- a. Site plans and/or photographs representing the subject property and its immediate surroundings as it exists at the date of application;
- b. Legal description of the parcel of land that will be the subject of Extraterritorial Service Agreement;
- c. Any deed restrictions existing or being imposed upon the parcel(s) of land for development, and a description of any reservation or dedication of land for public purposes. It is understood the deed restrictions may change based upon a change in circumstances; and
- d. Any further information that the City may require because of the particular nature or location of the development.

REQUIREMENTS FOR FILING APPLICATION FOR EXTRATERRITORIAL SERVICE AGREEMENT

- 1. Extraterritorial Service Agreement Application Form**
- 2. Legal Description of Parcel**
- 3. List of any Deed Restrictions**
- 4. Irrevocable Agreement to Annex**
- 5. Plot Plan, Drawings and Photographs**
- 6. Filing fee as identified in Fee Schedule**

The Extraterritorial Service Agreement Application form must be filled out completely. The application must be signed by the owner or authorized agent under penalty of perjury in the space provided on Page 3.

Submit this information and the application to the City of Porterville Community Development Department, Planning Division, 291 N Main Street, Porterville, California. The application must be complete in every respect, with all questions answered completely, before the Zoning Administrator can receive and certify the petition.

This application is not a permit. A public hearing will be held on your application.



Submittal Requirements for Irrevocable Agreement for Annexation to the City of Porterville

The following items are to be submitted at the time of application. However, prior to actual filing, all applicants are encouraged to contact the Planning Division of the Community Development Department at (559) 782-7460 or planning@ci.porterville.ca.us to schedule a pre-filing meeting at which time a planner can provide assistance regarding form and content of review submittals as well as information regarding City codes and policies.

The following items are to be submitted with this application. Please see attached application for details.

1. Completed application form;
2. Filing fees;
3. Legal description of land parcel(s);
4. Copy of recorded Grand Deed(s).

City of Porterville

Application for Irrevocable Agreement for Annexation to the City of Porterville

IAA# _____ Submittal Date _____

Fee _____ PRC# _____

Applicant _____

Phone _____

Mailing Address _____

Total Acreage of the Project (Gross/Net) _____

Assessor's Parcel Number(s) for Property _____

Address of Property _____

Existing County General Plan Designation _____ Zoning _____

Current City General Plan Designation _____ Zoning _____

Proposed Land Use Designation _____ Zoning _____

Please complete the following:

I/We the undersigned owner(s) of the above described property hereby request that the City Manager of the City of Porterville review, approve, and sign the Irrevocable Agreement for Annexation to the City of Porterville for the property(ies) described herein.

Signature 1 Date

Signature 2 Date

Street Address

Street Address

City, State, Zip

City, State, Zip

Signature 3 Date

Signature 4 Date

Street Address

Street Address

City, State, Zip

City, State, Zip

Recording Requested by and

Upon Recordation return to:

City of Porterville

ATTN: Community Development Department

291 N Main Street

Porterville, CA 93257

IAA# _____

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this ____ day of _____, 20____, between _____ hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately _____ gross acres located at _____, Porterville, California, and is further described as follows: See attached legal description being further described as Assessor's Parcel Number _____.

Whereas, Owner requires use of the City (Sewer/Water/Storm Drain) system and the right to connect to the existing (Sewer/Water/Storm Drain) main which is contiguous to said property; and

Whereas, Owner is willing to permit the annexation of its property to the City of Porterville; and

Whereas, the City is willing to consent to the connection of said property to the (Sewer/Water/Storm Drain) main on the conditions that Owner permit said annexation to the City at the earliest possible time and enter into a development agreement to effectively limit changes in use or capacity of the site; and

Whereas, the City may proceed with the annexation of Owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for Owner.

Now, therefore, Owner does agree as follows:

1. Owner hereby gives its irrevocable consent to annexation of its property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel annexation to the City.
2. The City hereby agrees to authorize the connection of said property to the City's (Sewer/Water/Storm Drain) main located in _____.

3. Concurrent with connection to utilities, Owner agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, Owner shall pay all fees and charges and make all deposits required by City to connect to and use the (Sewer/Water/Storm Drain). Those fees shall include, but not be limited to, the following:
 - Connection Fees = \$ _____
 - LAFCo fee = \$ _____
 - Extraterritorial Service Agreement fee = \$ _____

Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a (Sewer/Water/Storm Drain) connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner also agrees to pay any additional fees that may be charged by the Local Agency Formation Commission (LAFCo). Owner agrees to be bound by all City ordinances, rules, and regulations respecting the (Sewer/Water/Storm Drain) system.

5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

Executed this ____ day of _____, 20____

Owner: _____

By: _____

City: _____

The City Manager and Mayor of the City of Porterville have been authorized to execute this Agreement of behalf of the City of Porterville

 City Manager of the City of Porterville

 Mayor of the City of Porterville