



Executive Officer's Report

To: Imperial LAFCo Commissioners

From: Tyler Salcido, Executive Officer

Item #: 10a

Subject: HV 2-24 Extension of Services

Date: January 23, 2025

Time: 08:30 a.m.

Location: El Centro City Council Chambers
1275 W. Main Street, El Centro, CA 92243

Project Data

Project ID: HV 2-24

Project Name: Extension of Services

Applicant/Proponent: City of Holtville

Application Type: Petition Application (Exhibit A)

Application Received: December 16, 2024

Proposed Project: Extension of Water Services from the City of Holtville

APN(s): 045-390-004, 045-390-058, 045-390-061, 045-390-062,
045-390-063, 045-390-064

Parcel(s) Size: 045-390-004 is 20,107.18 square feet
045-390-058 is 1.03 acres
045-390-061 is 23,388.49 square feet
045-390-062 is 23,313.86 square feet
045-390-063 is 1.26 acres
045-390-064 is 1.26 acres

Location: 045-390-004 is at 2319 Olive Avenue, Holtville
045-390-058 is at 2314 Olive Avenue, Holtville
045-390-061 is at 1745 East Underwood Road, Holtville

045-390-062 is at 1751 East Underwood Road, Holtville
045-390-063 is at 1721 East Underwood Road, Holtville
045-390-064 is at 1717 East Underwood Road, Holtville

Boundary: Outside the City of Holtville's boundary

SOI: Within the sphere of influence of the City of Holtville

Report

1. State Law

Cortese Knox Hertzberg Reorganization Act of 2000, Government Code Section 56133:

- a) A city or district may provide new or extended services by contract or agreement outside its jurisdictional boundary only if it first requests and receives written approval from the commission of the county in which the affected territory is located.
- b) 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.

2. Project Description

Replace the underground IID canal pipelines and connect six (6) county properties to the city water line that currently receives irrigation water from the IID canal.

3. City Council Approvals

- Resolution #24-17 approving the extension of water services dated June 10, 2024 (Exhibit B)
- Recorded Service Agreements dated June 10, 2024 (Exhibit C)

4. Conflict of Interest Statement

At the writing of this report, it is unknown if any of the commissioners have any conflict of interest concerning this project. The Executive Officer does not have a known conflict of interest and does not own any property within the project area.

Options

OPTION #1: Approve the proposed extension of water services as presented by the Executive Officer.

OPTION #2: Approve the proposed extension of water services as amended by the Commission.

OPTION #3: Deny the extension of water services.

Recommendation by the Executive Officer

The Executive Officer recommends that LAFCo consider all information presented in both written and oral form concerning this project. The Executive Officer then recommends, assuming no significant public input warrants to the contrary, that LAFCo take the following action:

OPTION #1: Approve the proposed extension of water services as presented by the Executive Officer.

1. Make the finding that this project with the conditions imposed herein (or as modified) complies with the provisions of the Cortese-Knox-Hertzberg Reorganization Act of 2000 and the Imperial LAFCo policy and procedures.
2. Make the findings pursuant to Government Code Section 56375 that:
 - A. The project is an extension of services only, not an annexation, therefore does not require pre-zoning.
 - B. The extension of services is only to connect the identified parcels, and no other connections shall be allowed without the approval of LAFCo.

LAFCo Policy

The proposed extension of service appears to be consistent with the Cortese-Knox-Hertzberg Reorganization Act of 2000, the Imperial LAFCo policies and procedures, and the Imperial County general plan. Furthermore, the city has, according to the city's last service area plan, the ability to supply the necessary public services and has assured LAFCo that it has the capacity to service the area.

- EXHIBIT A:** Application
EXHIBIT B: Resolution #24-17
EXHIBIT C: Recorded Service Agreements

EXHIBIT A

Application



APPLICATION

Petition for proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000

The undersigned hereby petition(s) the Local Agency Formation Commission of Imperial County for approval of a proposed change of organization, and stipulate(s) as follows:

OWNER INFORMATION	
NAME See attached list (Exhibit A)	COMPANY N/A
MAILING ADDRESS	TELEPHONE NUMBER
CITY, STATE, ZIP	EMAIL ADDRESS
APPLICANT INFORMATION (IF DIFFERENT FROM THE OWNER)	
NAME George Galvan	COMPANY City of Holtville
MAILING ADDRESS 121 W. Fifth Street	TELEPHONE NUMBER (760) 337-3883
CITY, STATE, ZIP Holtville, CA 92250	EMAIL ADDRESS jgalvan@theholtgroup.net
PROJECT INFORMATION	
NAME OF PROPOSAL West 9th Street Pedestrian and Bicycle Improvement Project between Melon Road and Olive Avenue	DATE November 7, 2024
PROJECT ADDRESS See Exhibit B – Location of Proposed Water Pipelines	APN(S) 045-390-004, 045-390-058, 045-390-061, 045-390-062, 045-390-063, 045-390-064
CITY, STATE, ZIP Holtville, CA 92250	TOTAL LAND AREA (ACRES)
THIS PROPOSAL IS MADE PURSUANT TO THE CALIFORNIA GOVERNMENT CODE (COMMENCING WITH SECTION 56000, CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000).	
1	PROPOSED CHANGE(S) OF ORGANIZATION: <input type="checkbox"/> ANNEXATION <input type="checkbox"/> SPHERE OF INFLUENCE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> DETACHMENT <input type="checkbox"/> CONSOLIDATION <input type="checkbox"/> EXTENSION OF SERVICES <input type="checkbox"/> INCORPORATION <input type="checkbox"/> FORMATION OF _____
2	NAME OF THE CITY/SPECIAL DISTRICT BEING AFFECTED City of Holtville
3	THE PROPOSED BOUNDARIES OF THE TERRITORY(IES) INCLUDED IN THE PROPOSAL ARE AS DESCRIBED IN THE EXHIBIT(S) ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN. <input type="checkbox"/> YES, BOUNDARY EXHIBITS ARE ATTACHED

14	WHAT IS THE PLANNED GENERAL PLAN DESIGNATION OF THE AREA BY THE AFFECTED CITY? <u>Low Density Residential</u> <hr/> <hr/>
15	DESCRIBE ANY SPECIAL LAND USE CONCERNS EXPRESSED IN THE ABOVE PLANS. <u>N/A</u> <hr/> <hr/>
16	SPECIFY ANY AND ALL EXISTING LAND USES. <u>Residential</u> <hr/> <hr/> WHAT ARE THE PROPOSED LAND USES? <u>Same as above.</u> <hr/> DESCRIBE YOUR PROJECT IN DETAIL: <u>Replace underground IID canal pipeline and connect six (6) County properties to City water line that currently receive irrigation water from IID canal.</u> <hr/> <hr/>
17	DOES THE APPLICATION CONTAIN 100% WRITTEN CONSENT OF EACH PROPERTY OWNER IN THE SUBJECT TERRITORY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
18	WILL THE ANNEXED TERRITORY BE LIABLE FOR ITS SHARE OF EXISTING BONDED INDEBTEDNESS? <u>N/A</u> <input type="checkbox"/> YES <input type="checkbox"/> NO
19	WILL THE ANNEXED TERRITORY BE INCLUDED WITHIN ANY PARTICULAR TAX DIVISION OR ZONE OF THE ANNEXING TERRITORY? PLEASE SPECIFY. <u>N/A</u> <hr/> <hr/>
20	IF THE PROPOSAL INCLUDES THE CONSOLIDATION OF SPECIAL DISTRICTS, THE PROPOSED NAME OF THE CONSOLIDATED DISTRICT IS: <u>N/A</u> <hr/> <hr/>
21	IF AN INCORPORATION IS INCLUDED IN THE PROPOSAL: (A) THE NAME PROPOSED FOR THE NEW CITY IS: <u>N/A</u> (B) PROVISIONS ARE REQUESTED FOR THE APPOINTMENT OF: (I) CITY MANAGER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (II) THE CITY CLERK AND CITY TREASURER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

22	<p>IF THE FORMATION OF A NEW DISTRICT(S) IS INCLUDED IN THE PROPOSAL:</p> <p>(A) THE PRINCIPAL ACT(S) UNDER WHICH SAID DISTRICT(S) IS/ARE PROPOSED TO BE FORMED IS/ARE: N/A _____</p> <p>(B) THE PROPOSED NAME(S) OF THE NEW DISTRICT(S) IS/ARE: N/A _____</p> <p>(C) THE BOUNDARIES OF THE PROPOSED NEW DISTRICT(S) ARE AS DESCRIBED IN EXHIBITS N/A _____ INCORPORATED HEREIN.</p>
23	<p>THE PERSON(S) SIGNING THIS PETITION HAVE SIGNED AS: (CHECK ONLY ONE)</p> <p><input type="checkbox"/> REGISTERED VOTERS</p> <p><input checked="" type="checkbox"/> OWNERS OF LAND</p>
24	<p>AS REQUIRED, THE FOLLOWING ITEMS ARE ENCLOSED WITH THIS APPLICATION:</p> <p><input checked="" type="checkbox"/> DEPOSIT <input type="checkbox"/> LEGAL DESCRIPTION</p> <p><input checked="" type="checkbox"/> INDEMNIFICATION AGREEMENT <input type="checkbox"/> ANNEXATION MAP (10 COPIES)</p>


APPLICANT SIGNATURE

12/11/2024
DATE

*Please complete the names and addresses of **additional** persons (not including the owner/applicant previously listed at the beginning of the application) who are requesting to have furnished copies of the agenda and Executive Officer's Report and/or mailed notices of the hearing of this proposal. Please attach additional pages if necessary.*

PERSON 1	REQUESTS: <input type="checkbox"/> AGENDA COPIES <input type="checkbox"/> PUBLIC NOTICE OF HEARING <input type="checkbox"/> HEARING PACKAGE HARD COPY <input type="checkbox"/> HEARING PACKAGE ON CD
NAME George Galvan	COMPANY The Holt Group, Inc.
MAILING ADDRESS 1601 N. Imperial Avenue	TELEPHONE NUMBER (760) 337-3883
CITY, STATE, ZIP El Centro, CA 92243	EMAIL ADDRESS jgalvan@theholtgroup.net
PERSON 2	REQUESTS: <input type="checkbox"/> AGENDA COPIES <input type="checkbox"/> PUBLIC NOTICE OF HEARING <input type="checkbox"/> HEARING PACKAGE HARD COPY <input type="checkbox"/> HEARING PACKAGE ON CD
NAME	COMPANY
MAILING ADDRESS	TELEPHONE NUMBER
CITY, STATE, ZIP	EMAIL ADDRESS

NOTICE:

*Prior to the effective date of any jurisdictional change (i.e., annexation, detachment, etc.), the governing bodies of all agencies whose service areas or service responsibilities would be altered by such change shall meet to determine the amount of property tax revenues to be exchanged between and among such affected agencies. Notwithstanding any other provisions of law, no such jurisdictional change shall become effective until each county and city included in such negotiation agrees, **BY RESOLUTION**, to accept the negotiated exchange of property tax revenues.*

NOTE:

The resolutions referred to above shall be attached to this application prior to filing with the Local Agency Formation Commission. The Executive Officer of the Local Agency Formation Commission shall not issue a Certificate of Completion (COC) until such resolution is filed with LAFCO.

Wherefore, petitioner(s) request(s) that proceedings be taken in accordance with the provisions of Section 56000, et seq. of the Government Code and herewith affix signature(s) as follows:

Chief Petitioners (not to exceed three):

_____	_____
Print Name	Date
_____	_____
Signature	Residence Address
_____	_____
Print Name	Date
_____	_____
Signature	Residence Address
_____	_____
Print Name	Date
_____	_____
Signature	Residence Address

for LAFCO use only

Lori Zinn 12/16/2024
APPLICATION RECEIVED BY DATE RECEIVED

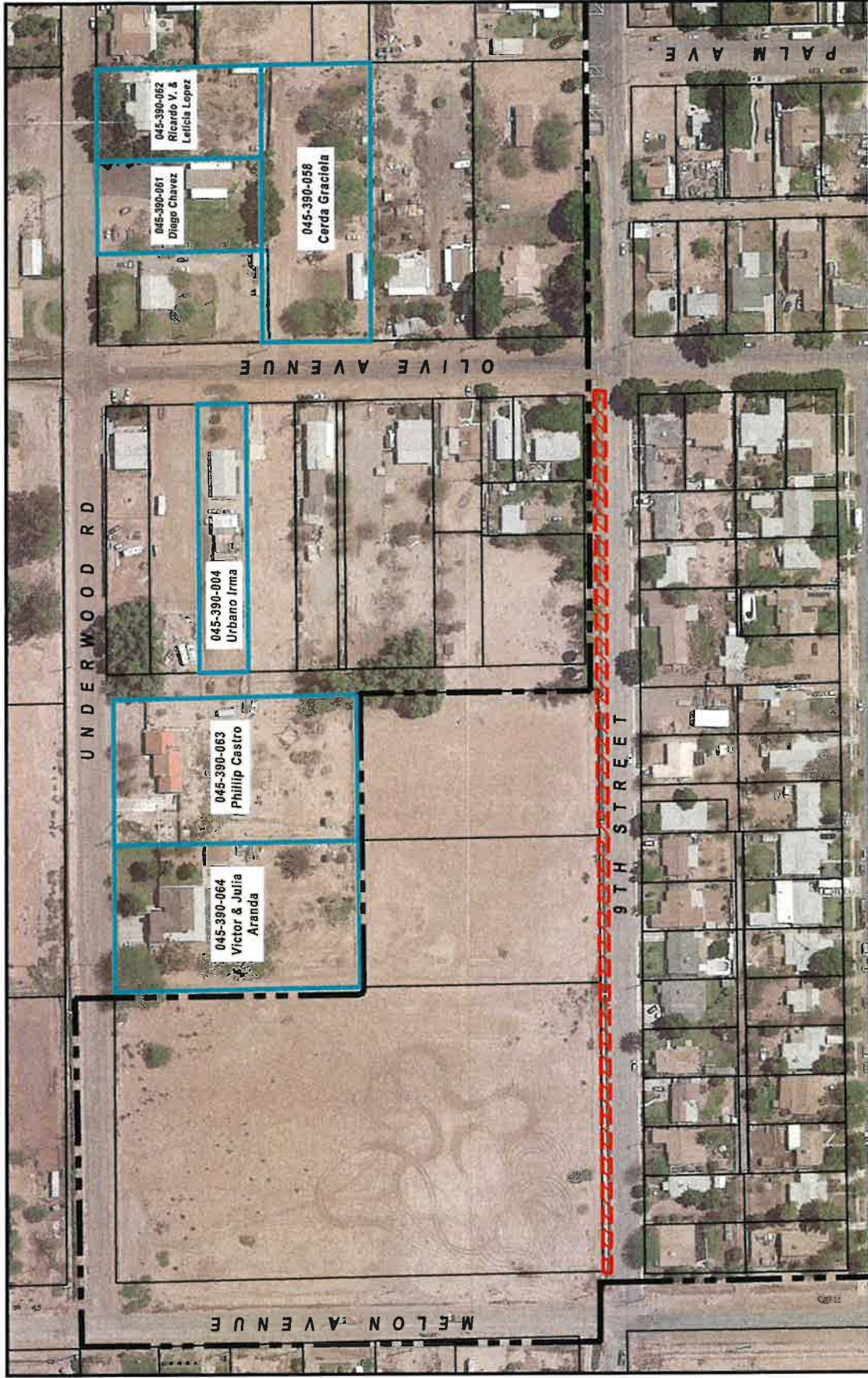
CHECK THE DOCUMENTS SUBMITTED WITH THE APPLICATION:

- | | |
|---|---|
| <input checked="" type="checkbox"/> DEPOSIT | <input type="checkbox"/> LEGAL DESCRIPTION |
| <input checked="" type="checkbox"/> INDEMNIFICATION AGREEMENT | <input type="checkbox"/> ANNEXATION MAP (10 COPIES) |

HV2-24 1/7/2025
PROJECT NO. ASSIGNED DATE ACCEPTED

Exhibit A – Property Owner Information


No.	APN #	Name	Situs Address	Email Address	Mailing Address	Phone Number
1.	045-390-004	Irma Urbano	2319 Olive Avenue	-	900 Establo Street, Calexico CA, 92231	(760) 791-0995
2.	045-390-058	Graciela Cerda	2314 Olive Avenue	-	2314 Olive Avenue, Holtville CA, 92250	(760) 756-8107
3.	045-390-061	Diego Chavez	1745 East Underwood Road	dchavezmer@gmail.com	1745 E Underwood Rd, Holtville, CA 92250	(760) 554-8932
4.	045-390-062	Ricardo Vasquez & Leticia Lopez	1751 East Underwood Road	leticiasvasquezmaniz@gmail.com	1751 E Underwood Rd, Holtville, CA 92250	(760) 442-6366
5.	045-390-064	Victor Aranda & Julia Aranda	1717 East Underwood Road	49avic@gmail.com	1717 E Underwood Rd, Holtville, CA 92250	(760) 442-8834
6.	045-390-063	Phillip Castro & Estefana Castro	1721 East Underwood Road	casph84@gmail.com	1721 E Underwood Rd, Holtville, CA 92250	(760) 540-8050



||||| Existing ID Pear Canal
 City Limits
 Property Line

EXHIBIT A - PROJECT LOCATION
 THG Project No. 116512
 Date: 11/06/2024

RESIDENTIAL WATER CONNECTIONS



The Holt Group, Inc.
 ENGINEERING - PLANNING - SURVEYING
 1601 N. Imperial Ave. | Escondido, California 92023 | (760) 337-9883

NOT TO SCALE



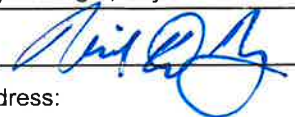

INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the Imperial County Local Agency Formation Commission, its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the Imperial County Local Agency Formation Commission, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against Imperial County Local Agency Formation Commission, its agents, officers, attorneys, or employees, to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Executive Officer shall promptly notify the Commission of any claim, action, or proceeding brought by an applicant challenging the Commission's action. The Commission, its agents, attorneys, and employees (including consultants) shall fully cooperate in the defense of that action.
2. The Commission shall have the final determination on how to best defend the case and may defend it with in-house counsel, or by retaining outside counsel. In either case, the applicant shall be fully responsible for all costs incurred. The applicant may request to provide his or her own counsel to defend the case, however prior written approval of the Commission shall be obtained. Said independent counsel shall work with LAFCO counsel to provide a joint defense and shall include a complete defense of LAFCO to the satisfaction of the Commission.

Executed in Holtville (city), California on December (month) 12 (day), 20 24 (year)

Applicant	Real Party in Interest / Property Owner (If different from Applicant)
Name (print): <u>Nicholas D. Wells</u>	Name (print): <u>IRMA URBANO JIMENEZ</u>
Title: <u>City Manager, City of Holtville</u>	Title: <u>OWNER</u>
Signature: 	Signature: 
Mailing Address: <u>121 West Fifth Street, Holtville CA, 92250</u>	Mailing Address: <u>900 ESTABLO ST.</u> <u>Calexico CA, 92231</u>

FOR LAFCO USE ONLY

Received By: Lori Zinn Date Received: 12/16/2024
Project No. HV2-24



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Executed in Holtville (city), California on December (month) 12 (day), 2024 (year)

Applicant

Name (print): Nicholas D. Wells
 Title: City Manager, City of Holtville
 Signature: [Signature]
 Mailing Address:
121 West Fifth Street, Holtville CA, 92250

Real Party in Interest / Property Owner

(If different from Applicant)

Name (print): Graciela Cerda
 Title: Owner
 Signature: [Signature]
 Mailing Address:
2314 OLIVE RD.
HOLTVILLE, CA 92250

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<p>Applicant</p> <p>Name (print): <u>Nicholas D. Wells</u></p> <p>Title: <u>City Manager, City of Holtville</u></p> <p>Signature: <u>[Signature]</u></p> <p>Mailing Address: <u>121 West Fifth Street, Holtville CA, 92250</u></p>	<p>Real Party in Interest / Property Owner (If different from Applicant)</p> <p>Name (print): <u>Diego Chavez</u></p> <p>Title: <u>Owner</u></p> <p>Signature: <u>[Signature]</u></p> <p>Mailing Address: <u>1745 E. Underwood Rd. Holtville CA 92250</u></p>
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Received By: Lori Zinn Date Received: 12/16/2024
Project No. HV 2-24



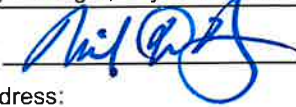
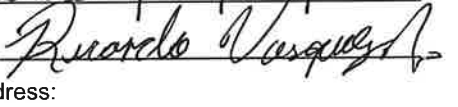
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Executed in Holtville (city), California on December (month) 12 (day), 2024 (year)

Applicant	Real Party in Interest / Property Owner (If different from Applicant)
Name (print): <u>Nicholas D. Wells</u>	Name (print): <u>Ricardo Vasquez and</u>
Title: <u>City Manager, City of Holtville</u>	Title: <u>Owner property</u>
Signature: 	Signature: 
Mailing Address: <u>121 West Fifth Street, Holtville CA, 92250</u>	Mailing Address: <u>Leticiaavasquemariz@gmail.com,</u> <u>1751 E. Underwood Rd., Holtville, CA 92250</u>

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Executed in Holtville (city), California on December (month) 12 (day), 2024 (year)

<p>Applicant</p> <p>Name (print): <u>Nicholas D. Wells</u></p> <p>Title: <u>City Manager, City of Holtville</u></p> <p>Signature: <u>[Signature]</u></p> <p>Mailing Address: <u>121 West Fifth Street, Holtville CA, 92250</u></p>	<p>Real Party in Interest / Property Owner (If different from Applicant)</p> <p>Name (print): <u>Philip Castro</u></p> <p>Title: <u>Owner</u></p> <p>Signature: <u>[Signature]</u></p> <p>Mailing Address: <u>1721 E. Underwood Rd</u> <u>Holtville, Ca 92250</u></p>
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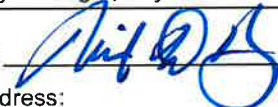

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Executed in Holtville, California on December, 12, 2024
(city) (month) (day) (year)

Applicant	Real Party in Interest / Property Owner (If different from Applicant)
Name (print): <u>Nicholas D. Wells</u>	Name (print): <u>Victor M Aranda</u>
Title: <u>City Manager, City of Holtville</u>	Title: _____
Signature: 	Signature: 
Mailing Address: _____	Mailing Address: _____
<u>121 West Fifth Street, Holtville CA, 92250</u>	<u>1717 E. Underwood Rd.</u>
_____	<u>Holtville, CA 92250</u>

FOR LAFCO USE ONLY

Received By: Lori Zinn

Date Received: 12/16/2024

Project No. HV 2-24

EXHIBIT B

City Resolution #24-17

**HOLTVILLE CITY COUNCIL
RESOLUTION NO. 24-17**

A RESOLUTION OF THE HOLTVILLE CITY COUNCIL APPROVING A WATER AGREEMENT FOR A NEW SERVICE CONNECTION AND EXTENSION OF SERVICES FOR MULTIPLE PROPERTIES ON OLIVE AVENUE AND UNDERWOOD ROAD

WHEREAS, the City of Holtville has worked for the past few decades to eliminate the open Imperial Irrigation District ("IID") open channel Pear Canal along Ninth Street that once ran the length of the City from east to west by working with IID to underground the waterway; and

WHEREAS, as a result of the IID's impending project to underground the final section of the Pear Canal along Ninth Street between Olive and Melon Avenues, it was determined that several properties currently serviced with IID groundwater should be encouraged to convert to the City of Holtville's water service; and

WHEREAS, multiple owners ("consumers") of these properties that are located outside of the city limits, but within the adopted sphere of influence of the City of Holtville, have submitted applications to extend and connect to the City's existing water line:

Property Owner	APN	Address
Irma Urbano	045-390-004	2319 Olive Avenue
Graciela Cerda	045-390-058	2314 Olive Avenue
Diego Chavez	045-390-061	1745 E Underwood
Ricardo Vasquez	045-390-062	1751 E Underwood
Victor Aranda	045-390-064	1717 E Underwood
Phillip Castro	045-390-063	1721 E Underwood

WHEREAS, the City of Holtville supports these consumer connections to existing water lines with certain conditions; and

WHEREAS, in consideration of the benefit of converting these consumers to city water in furtherance of the needed public works project, the City of Holtville committed to waiver of connection charges and sewer impact fees for these connections; and

WHEREAS, the Holtville City Council supports and wishes to approve the extension of water services; and

NOW, THEREFORE, THE HOLTVILLE CITY COUNCIL DOES HEREBY RESOLVE, DETERMINE AND AUTHORIZE AS FOLLOWS:

1. That the City of Holtville agrees to provide services to the subject properties and authorizes the Mayor to execute said Service Agreements attached hereto as Exhibit A and to submit the authorization to LAFCO.
2. That the City Council hereby waives the connection charges and sewer impact fees for these connections.
3. The foregoing is true, correct and adopted.

PASSED, APPROVED AND ADOPTED by Holtville City Council at a regular meeting held on this 10th day of June, 2024, by the following roll call vote:

AYES: Munger, Pacheco, Ward, Anderson

NOES: None

ABSTAIN:

ABSENT: Goodsell

Attest:


Yvette Rios, City Clerk

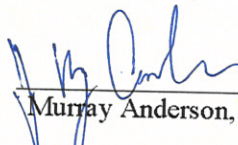

Murray Anderson, Mayor

EXHIBIT C

Recorded Service Agreements

RECORDED

DEC 13 2024

TRUCK STOREY
Imperial County Clerk-Recorder

AND WHEN RECORDED MAIL TO:

CITY OF HOLTVILLE
ATTN: SANDRA MANDUJANO
121 WEST 5TH STREET
HOLTVILLE, CA 92250

**THIS SPACE RESERVED FOR RECORDER ONLY
GOV. CODE 27361.6**

AGREEMENT FOR DOMESTIC WATER SERVICE

This agreement, made and entered into between the City of Holtville, a municipal corporation, hereinafter referred to as "City" and **Irma Urbano**, an individual as tenant hereinafter referred to as "consumer".

WITNESSETH:

WHEREAS, consumer is the owner of certain real property outside the city limits of the City of Holtville; and

WHEREAS, consumer is desirous of connecting to City's existing water lines for the purpose of receiving City water for domestic use, and

WHEREAS, City is agreeable to providing domestic water service to consumer's real property, as more particularly described below, upon certain conditions.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein, City and consumer agree as follows:

1. City hereby grants to consumer permission to extend to and connect with existing water lines of the City, the property of consumer in the County of Imperial, State of California, more particularly described as follows:

Parcel No. 045-390-004

2319 Olive Avenue, Holtville, CA 92250

Legal Description: Lot 4 Kendles Home Tr Sub Blk 88 Tste Of Holtville Outside

2. Consumer agrees to be bound by all Ordinances, rules and regulations of the City pertaining to water service, and to pay such regulations of the City pertaining to water service, and to pay such rates for said service as the City Council of the City may fix by Ordinance or resolution.
3. ~~The parties agree that City will not lay any additional water lines to enable consumer to connect with the existing water lines of the City, and that consumer will, at his own expense, lay such water lines as may be required to extend existing water lines to~~

~~the property of consumer. Consumer agrees that all material and labor for laying any such water lines shall be at the expense of consumer and that such lines must be properly constructed to City specifications in a good and workmanlike manner and meet the reasonable satisfaction of the City.~~

4. ~~Consumer agrees to pay a connection fee as set forth by resolution of the City Council.~~ Water provided for customer shall be metered and the meter purchased by the consumer. Said meter shall be approved by City prior to installation.

5. This agreement authorizes water service for that portion of the above described property which is actually owned and in the possession of consumer, and in the event the whole or any portion of said property is sold, transferred, conveyed or occupied by any party and/or parties other than consumer, this agreement shall terminate as to the portion transferred and, said party and/or parties must apply to the City for a permit, pay the permit fee required by the City, and enter into an agreement with the City for water service. It is agreed that non-compliance with this paragraph by consumer, or any person holding under or through consumer or a grantee of consumer, will justify the City in immediately terminating consumer's water service.

Consumer agrees that the furnishing of water service by the City is subject to the provisions of City Ordinance No. 332, (a copy of which is attached hereto) and incorporated by reference herein to the same effect as if fully set out herein and consumer agree to be bound by Ordinance.

6. It is agreed that the water service provided by this agreement shall be for a single family dwelling only.

7. By the execution of this agreement consumer hereby gives its irrevocable consent to the annexation of the real property described herein to the City of Holtville, when at such time the City Council of City determines it would be in the best interest of City to annex said property.

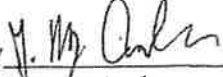
8. The parties agree that this agreement shall be recorded in the official records of the Imperial County Recorder's office so that any successors in interest to consumer of the property described above shall have notice of the reapplication provisions contained in paragraph five (5) above.

9. Consumer agrees, as a condition of receiving domestic water service from the City, to voluntarily participate in an assessment district, should one be formed, to construct infrastructure improvements. The infrastructure improvements anticipated to be constructed include water and sewer lines, storm drains, roadway improvement and street lighting improvements. Consumer is hereby put on notice that the assessment district improvement will be funded by an increase in property taxes for all parcels included within the boundary of the district.


In witness whereof, the parties hereto set their hand this 10 day of JUNE 2024.

CITY OF HOLTVILLE

CITY OF HOLTVILLE

By 
Murray Anderson, Mayor

APPROVED AS TO FORM:


City Attorney 12-9-24


Consumer

Consumer

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 Imperial

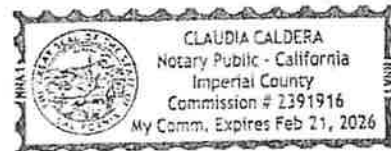
On 12-2-2024 before me, Claudia Caldera, Notary Public
(insert name and title of the officer)

personally appeared Teresa Urbana Jimenez,
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 Claudia Caldera (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 Imperial)

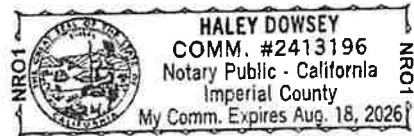
On December 9, 2024 before me, Haley Dowsey, Notary Public
(insert name and title of the officer)

personally appeared Murray Anderson
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 *Haley Dowsey* (Seal)



Recorded in Official Records,
IMPERIAL COUNTY
Doc#: 2024019962
12/13/2024 02:51 PM

AND WHEN RECORDED MAIL TO:

CITY OF HOLTVILLE
ATTN: SANDRA MANDUJANO
121 WEST 5TH STREET
HOLTVILLE, CA 92250

RECORDED

DEC 13 2024

CHUCK STOREY
Imperial County Clerk-Recorder

**THIS SPACE RESERVED FOR RECORDER ONLY
GOV. CODE 27361.6**

AGREEMENT FOR DOMESTIC WATER SERVICE

This agreement, made and entered into between the City of Holtville, a municipal corporation, hereinafter referred to as "City" and **Graciela Cerda**, an individual as tenant hereinafter referred to as "consumer".

WITNESSETH:

WHEREAS, consumer is the owner of certain real property outside the city limits of the City of Holtville; and

WHEREAS, consumer is desirous of connecting to City's existing water lines for the purpose of receiving City water for domestic use, and

WHEREAS, City is agreeable to providing domestic water service to consumer's real property, as more particularly described below, upon certain conditions.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein, City and consumer agree as follows:

1. City hereby grants to consumer permission to extend to and connect with existing water lines of the City, the property of consumer in the County of Imperial, State of California, more particularly described as follows:

Parcel No. 045-390-058

2314 Olive Avenue, Holtville, CA 92250

Legal Description: Par 3 Pm 1825 Of Blk 87 Tste Holtville Tr 87 15-15 1.02Ac

2. Consumer agrees to be bound by all Ordinances, rules and regulations of the City pertaining to water service, and to pay such regulations of the City pertaining to water service, and to pay such rates for said service as the City Council of the City may fix by Ordinance or resolution.
3. ~~The parties agree that City will not lay any additional water lines to enable consumer to connect with the existing water lines of the City, and that consumer will, at his own expense, lay such water lines as may be required to extend existing water lines to~~

~~the property of consumer. Consumer agrees that all material and labor for laying any such water lines shall be at the expense of consumer and that such lines must be properly constructed to City specifications in a good and workmanlike manner and meet the reasonable satisfaction of the City.~~

4. ~~Consumer agrees to pay a connection fee as set forth by resolution of the City Council.~~ Water provided for customer shall be metered and the meter purchased by the consumer. Said meter shall be approved by City prior to installation.

5. This agreement authorizes water service for that portion of the above described property which is actually owned and in the possession of consumer, and in the event the whole or any portion of said property is sold, transferred, conveyed or occupied by any party and/or parties other than consumer, this agreement shall terminate as to the portion transferred and, said party and/or parties must apply to the City for a permit, pay the permit fee required by the City, and enter into an agreement with the City for water service. It is agreed that non-compliance with this paragraph by consumer, or any person holding under or through consumer or a grantee of consumer, will justify the City in immediately terminating consumer's water service.

Consumer agrees that the furnishing of water service by the City is subject to the provisions of City Ordinance No. 332, (a copy of which is attached hereto) and incorporated by reference herein to the same effect as if fully set out herein and consumer agree to be bound by Ordinance.

6. It is agreed that the water service provided by this agreement shall be for a single family dwelling only.

7. By the execution of this agreement consumer hereby gives its irrevocable consent to the annexation of the real property described herein to the City of Holtville, when at such time the City Council of City determines it would be in the best interest of City to annex said property.

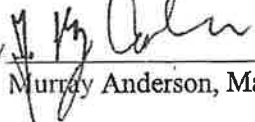
8. The parties agree that this agreement shall be recorded in the official records of the Imperial County Recorder's office so that any successors in interest to consumer of the property described above shall have notice of the reapplication provisions contained in paragraph five (5) above.

9. Consumer agrees, as a condition of receiving domestic water service from the City, to voluntarily participate in an assessment district, should one be formed, to construct infrastructure improvements. The infrastructure improvements anticipated to be constructed include water and sewer lines, storm drains, roadway improvement and street lighting improvements. Consumer is hereby put on notice that the assessment district improvement will be funded by an increase in property taxes for all parcels included within the boundary of the district.

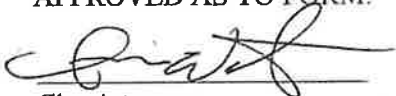
In witness whereof, the parties hereto set their hand this 10 day of June 2024.

CITY OF HOLTVILLE

CITY OF HOLTVILLE

By 
Murray Anderson, Mayor

APPROVED AS TO FORM:


City Attorney *12-1-24*


Consumer

Consumer

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 Imperial

On 11/20/2024 before me, Helga Jazmin Munoz, Notary Public
(Insert name and title of the officer)

personally appeared Graciela Cerda
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



(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 Imperial

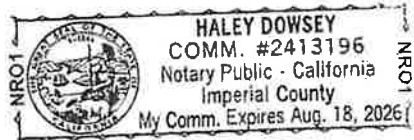
On December 9, 2024 before me, Haley Dowsey, Notary Public
(insert name and title of the officer)

personally appeared Murray Anderson
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 *Haley Dowsey* (Seal)



AND WHEN RECORDED MAIL TO:

CITY OF HOLTVILLE
ATTN: SANDRA MANDUJANO
121 WEST 5TH STREET
HOLTVILLE, CA 92250

RECORDED

DEC 13 2024

CHUCK STOREY
Imperial County Clerk-Recorder

**THIS SPACE RESERVED FOR RECORDER ONLY
GOV. CODE 27361.6**

AGREEMENT FOR DOMESTIC WATER SERVICE

This agreement, made and entered into between the City of Holtville, a municipal corporation, hereinafter referred to as "City" and **Diego Chavez**, an individual as tenant hereinafter referred to as "consumer".

WITNESSETH:

WHEREAS, consumer is the owner of certain real property outside the city limits of the City of Holtville; and

WHEREAS, consumer is desirous of connecting to City's existing water lines for the purpose of receiving City water for domestic use, and

WHEREAS, City is agreeable to providing domestic water service to consumer's real property, as more particularly described below, upon certain conditions.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein, City and consumer agree as follows:

1. City hereby grants to consumer permission to extend to and connect with existing water lines of the City, the property of consumer in the County of Imperial, State of California, more particularly described as follows:

Parcel No. 045-390-061

1745 E Underwood Road, Holtville, CA 92250

Legal Description: Par 2 Pm 1961 Of Blk 87 Tste Holtville Tr 87 15-15 .55Ac

2. Consumer agrees to be bound by all Ordinances, rules and regulations of the City pertaining to water service, and to pay such regulations of the City pertaining to water service, and to pay such rates for said service as the City Council of the City may fix by Ordinance or resolution.
3. ~~The parties agree that City will not lay any additional water lines to enable consumer to connect with the existing water lines of the City, and that consumer will, at his own expense, lay such water lines as may be required to extend existing water lines to~~

~~the property of consumer. Consumer agrees that all material and labor for laying any such water lines shall be at the expense of consumer and that such lines must be properly constructed to City specifications in a good and workmanlike manner and meet the reasonable satisfaction of the City.~~

4. ~~Consumer agrees to pay a connection fee as set forth by resolution of the City Council.~~ Water provided for customer shall be metered and the meter purchased by the consumer. Said meter shall be approved by City prior to installation.

5. This agreement authorizes water service for that portion of the above described property which is actually owned and in the possession of consumer, and in the event the whole or any portion of said property is sold, transferred, conveyed or occupied by any party and/or parties other than consumer, this agreement shall terminate as to the portion transferred and, said party and/or parties must apply to the City for a permit, pay the permit fee required by the City, and enter into an agreement with the City for water service. It is agreed that non-compliance with this paragraph by consumer, or any person holding under or through consumer or a grantee of consumer, will justify the City in immediately terminating consumer's water service.

Consumer agrees that the furnishing of water service by the City is subject to the provisions of City Ordinance No. 332, (a copy of which is attached hereto) and incorporated by reference herein to the same effect as if fully set out herein and consumer agree to be bound by Ordinance.

6. It is agreed that the water service provided by this agreement shall be for a single family dwelling only.

7. By the execution of this agreement consumer hereby gives its irrevocable consent to the annexation of the real property described herein to the City of Holtville, when at such time the City Council of City determines it would be in the best interest of City to annex said property.

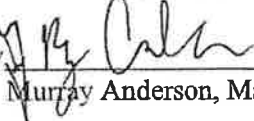
8. The parties agree that this agreement shall be recorded in the official records of the Imperial County Recorder's office so that any successors in interest to consumer of the property described above shall have notice of the reapplication provisions contained in paragraph five (5) above.

9. Consumer agrees, as a condition of receiving domestic water service from the City, to voluntarily participate in an assessment district, should one be formed, to construct infrastructure improvements. The infrastructure improvements anticipated to be constructed include water and sewer lines, storm drains, roadway improvement and street lighting improvements. Consumer is hereby put on notice that the assessment district improvement will be funded by an increase in property taxes for all parcels included within the boundary of the district.

In witness whereof, the parties hereto set their hand this 10 day of June 2024.

CITY OF HOLTVILLE

CITY OF HOLTVILLE

By 
Murray Anderson, Mayor

APPROVED AS TO FORM:


City Attorney 12-9-24


Consumer

Consumer

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.

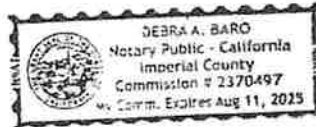
State of California
County of Imperial

On November 15, 2024 before me, Debra A. Baro, Notary Public
(insert name and title of the officer)

personally appeared Diego Chavez
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 Debra A Baro (Seal)
Agreement For Domestic Water Service

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 Imperial)

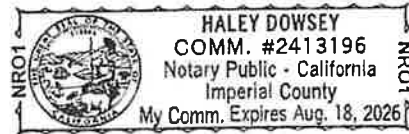
On December 9, 2024 before me, Haley Dowsey, Notary Public
(insert name and title of the officer)

personally appeared Murray Anderson
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 Haley Dowsey (Seal)



RECORDED

DEC 13 2024

CHUCK STOREY
Imperial County Clerk-Recorder

AND WHEN RECORDED MAIL TO:

CITY OF HOLTVILLE
ATTN: SANDRA MANDUJANO
121 WEST 5TH STREET
HOLTVILLE, CA 92250

**THIS SPACE RESERVED FOR RECORDER ONLY
GOV. CODE 27361.6**

AGREEMENT FOR DOMESTIC WATER SERVICE

This agreement, made and entered into between the City of Holtville, a municipal corporation, hereinafter referred to as "City" and husband and wife **Ricardo Vasquez and Leticia Lopez** as joint tenants hereinafter referred to as "consumer".

WITNESSETH:

WHEREAS, consumer is the owner of certain real property outside the city limits of the City of Holtville; and

WHEREAS, consumer is desirous of connecting to City's existing water lines for the purpose of receiving City water for domestic use, and

WHEREAS, City is agreeable to providing domestic water service to consumer's real property, as more particularly described below, upon certain conditions.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein, City and consumer agree as follows:

1. City hereby grants to consumer permission to extend to and connect with existing water lines of the City, the property of consumer in the County of Imperial, State of California, more particularly described as follows:

Parcel No. 045-390-062

1751 East Underwood Road, Holtville CA, 92250

Legal Description: Par 3 Pm 1961 Of Blk 87 Tste Holtville Tr 87 15-15 .55Ac

2. Consumer agrees to be bound by all Ordinances, rules and regulations of the City pertaining to water service, and to pay such regulations of the City pertaining to water service, and to pay such rates for said service as the City Council of the City may fix by Ordinance or resolution.
3. ~~The parties agree that City will not lay any additional water lines to enable consumer to connect with the existing water lines of the City, and that consumer will, at his own expense, lay such water lines as may be required to extend existing water lines to~~

~~the property of consumer. Consumer agrees that all material and labor for laying any such water lines shall be at the expense of consumer and that such lines must be properly constructed to City specifications in a good and workmanlike manner and meet the reasonable satisfaction of the City.~~

4. ~~Consumer agrees to pay a connection fee as set forth by resolution of the City Council.~~ Water provided for customer shall be metered and the meter purchased by the consumer. Said meter shall be approved by City prior to installation.

5. This agreement authorizes water service for that portion of the above described property which is actually owned and in the possession of consumer, and in the event the whole or any portion of said property is sold, transferred, conveyed or occupied by any party and/or parties other than consumer, this agreement shall terminate as to the portion transferred and, said party and/or parties must apply to the City for a permit, pay the permit fee required by the City, and enter into an agreement with the City for water service. It is agreed that non-compliance with this paragraph by consumer, or any person holding under or through consumer or a grantee of consumer, will justify the City in immediately terminating consumer's water service.

Consumer agrees that the furnishing of water service by the City is subject to the provisions of City Ordinance No. 332, (a copy of which is attached hereto) and incorporated by reference herein to the same effect as if fully set out herein and consumer agree to be bound by Ordinance.

6. It is agreed that the water service provided by this agreement shall be for a single family dwelling only.

7. By the execution of this agreement consumer hereby gives its irrevocable consent to the annexation of the real property described herein to the City of Holtville, when at such time the City Council of City determines it would be in the best interest of City to annex said property.

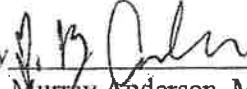
8. The parties agree that this agreement shall be recorded in the official records of the Imperial County Recorder's office so that any successors in interest to consumer of the property described above shall have notice of the reapplication provisions contained in paragraph five (5) above.

9. Consumer agrees, as a condition of receiving domestic water service from the City, to voluntarily participate in an assessment district, should one be formed, to construct infrastructure improvements. The infrastructure improvements anticipated to be constructed include water and sewer lines, storm drains, roadway improvement and street lighting improvements. Consumer is hereby put on notice that the assessment district improvement will be funded by an increase in property taxes for all parcels included within the boundary of the district.


In witness whereof, the parties hereto set their hand this 10 day of June 2024.

CITY OF HOLTVILLE

CITY OF HOLTVILLE

By 
Murray Anderson, Mayor

APPROVED AS TO FORM:


City Attorney 12-8-24


Consumer

Leticia Mariz Lopez
Consumer

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.

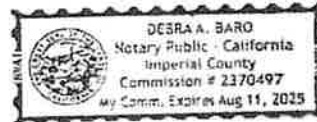
State of California
County of Imperial)

On November 21, 2024 before me, Debra A. Baro, Notary Public
(insert name and title of the officer)

personally appeared Leticia Mariz Lopez and Ricardo Vasquez Iniguez,
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 Debra A. Baro (Seal)

ACKNOWLEDGMENT

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State of California
County of Imperial

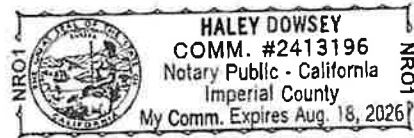
On December 9, 2024 before me, Haley Dowsey, Notary Public
(insert name and title of the officer)

personally appeared Murray Anderson
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 Haley Dowsey (Seal)



AND WHEN RECORDED MAIL TO:

CITY OF HOLTVILLE
ATTN: SANDRA MANDUJANO
121 WEST 5TH STREET
HOLTVILLE, CA 92250

RECORDED

DEC 13 2024

CHUCK STOREY
Imperial County Clerk-Recorder

**THIS SPACE RESERVED FOR RECORDER ONLY
GOV. CODE 27361.6**

AGREEMENT FOR DOMESTIC WATER SERVICE

This agreement, made and entered into between the City of Holtville, a municipal corporation, hereinafter referred to as "City" and husband and wife **Phillip P. Castro and Estefana Castro** as joint tenants hereinafter referred to as "consumer".

WITNESSETH:

WHEREAS, consumer is the owner of certain real property outside the city limits of the City of Holtville; and

WHEREAS, consumer is desirous of connecting to City's existing water lines for the purpose of receiving City water for domestic use, and

WHEREAS, City is agreeable to providing domestic water service to consumer's real property, as more particularly described below, upon certain conditions.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein, City and consumer agree as follows:

1. City hereby grants to consumer permission to extend to and connect with existing water lines of the City, the property of consumer in the County of Imperial, State of California, more particularly described as follows:

Parcel No. 045-390-063

1721 East Underwood Road, Holtville CA, 92250

Legal Description: Par 1 Pm 1970 Of Blk 89 Townsite Of Holtville 1.26Ac

2. Consumer agrees to be bound by all Ordinances, rules and regulations of the City pertaining to water service, and to pay such regulations of the City pertaining to water service, and to pay such rates for said service as the City Council of the City may fix by Ordinance or resolution.
3. ~~The parties agree that City will not lay any additional water lines to enable consumer to connect with the existing water lines of the City, and that consumer will, at his own expense, lay such water lines as may be required to extend existing water lines to~~

~~the property of consumer. Consumer agrees that all material and labor for laying any such water lines shall be at the expense of consumer and that such lines must be properly constructed to City specifications in a good and workmanlike manner and meet the reasonable satisfaction of the City.~~

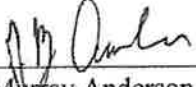
4. ~~Consumer agrees to pay a connection fee as set forth by resolution of the City Council.~~ Water provided for customer shall be metered and the meter purchased by the consumer. Said meter shall be approved by City prior to installation.
5. This agreement authorizes water service for that portion of the above described property which is actually owned and in the possession of consumer, and in the event the whole or any portion of said property is sold, transferred, conveyed or occupied by any party and/or parties other than consumer, this agreement shall terminate as to the portion transferred and, said party and/or parties must apply to the City for a permit, pay the permit fee required by the City, and enter into an agreement with the City for water service. It is agreed that non-compliance with this paragraph by consumer, or any person holding under or through consumer or a grantee of consumer, will justify the City in immediately terminating consumer's water service.

Consumer agrees that the furnishing of water service by the City is subject to the provisions of City Ordinance No. 332, (a copy of which is attached hereto) and incorporated by reference herein to the same effect as if fully set out herein and consumer agree to be bound by Ordinance.
6. It is agreed that the water service provided by this agreement shall be for a single family dwelling only.
7. By the execution of this agreement consumer hereby gives its irrevocable consent to the annexation of the real property described herein to the City of Holtville, when at such time the City Council of City determines it would be in the best interest of City to annex said property.
8. The parties agree that this agreement shall be recorded in the official records of the Imperial County Recorder's office so that any successors in interest to consumer of the property described above shall have notice of the reapplication provisions contained in paragraph five (5) above.
9. Consumer agrees, as a condition of receiving domestic water service from the City, to voluntarily participate in an assessment district, should one be formed, to construct infrastructure improvements. The infrastructure improvements anticipated to be constructed include water and sewer lines, storm drains, roadway improvement and street lighting improvements. Consumer is hereby put on notice that the assessment district improvement will be funded by an increase in property taxes for all parcels included within the boundary of the district.

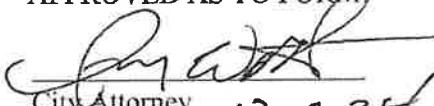
In witness whereof, the parties hereto set their hand this 10 day of June 2024.


CITY OF HOLTVILLE

CITY OF HOLTVILLE

By 
Murray Anderson, Mayor

APPROVED AS TO FORM


City Attorney 12-9-25


Consumer

Consumer

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 Imperial

On November 19, 2024 before me, Alexandra Camarena, Notary Public
(insert name and title of the officer)

personally appeared Phillip Paul Castro
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.

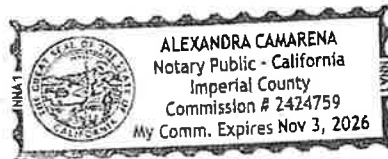
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Alexandra Camarena

(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 Imperial)

On December 9, 2024 before me, Haley Dowsey, Notary Public
(insert name and title of the officer)

personally appeared Murray Anderson
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 Haley Dowsey (Seal)



AND WHEN RECORDED MAIL TO:

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ATTN: SANDRA MANDUJANO
121 WEST 5TH STREET
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RECORDED

DEC 13 2024

CHUCK STOREY
Imperial County Clerk-Recorder

**THIS SPACE RESERVED FOR RECORDER ONLY
GOV. CODE 27361.6**

AGREEMENT FOR DOMESTIC WATER SERVICE

This agreement, made and entered into between the City of Holtville, a municipal corporation, hereinafter referred to as "City" and husband and wife **Victor M. Aranda and Julia Aranda** as joint tenants hereinafter referred to as "consumer".

WITNESSETH:

WHEREAS, consumer is the owner of certain real property outside the city limits of the City of Holtville; and

WHEREAS, consumer is desirous of connecting to City's existing water lines for the purpose of receiving City water for domestic use, and

WHEREAS, City is agreeable to providing domestic water service to consumer's real property, as more particularly described below, upon certain conditions.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein, City and consumer agree as follows:

1. City hereby grants to consumer permission to extend to and connect with existing water lines of the City, the property of consumer in the County of Imperial, State of California, more particularly described as follows:

Parcel No. 045-390-064

1717 East Underwood Road, Holtville CA, 92250

Legal Description: Par 2 Pm 1970 Of Blk 89 Townsite Of Holtville 1.26Ac

2. Consumer agrees to be bound by all Ordinances, rules and regulations of the City pertaining to water service, and to pay such regulations of the City pertaining to water service, and to pay such rates for said service as the City Council of the City may fix by Ordinance or resolution.
3. ~~The parties agree that City will not lay any additional water lines to enable consumer to connect with the existing water lines of the City, and that consumer will, at his own expense, lay such water lines as may be required to extend existing water lines to~~

~~the property of consumer. Consumer agrees that all material and labor for laying any such water lines shall be at the expense of consumer and that such lines must be properly constructed to City specifications in a good and workmanlike manner and meet the reasonable satisfaction of the City.~~

4. ~~Consumer agrees to pay a connection fee as set forth by resolution of the City Council.~~ Water provided for customer shall be metered and the meter purchased by the consumer. Said meter shall be approved by City prior to installation.

5. This agreement authorizes water service for that portion of the above described property which is actually owned and in the possession of consumer, and in the event the whole or any portion of said property is sold, transferred, conveyed or occupied by any party and/or parties other than consumer, this agreement shall terminate as to the portion transferred and, said party and/or parties must apply to the City for a permit, pay the permit fee required by the City, and enter into an agreement with the City for water service. It is agreed that non-compliance with this paragraph by consumer, or any person holding under or through consumer or a grantee of consumer, will justify the City in immediately terminating consumer's water service.

Consumer agrees that the furnishing of water service by the City is subject to the provisions of City Ordinance No. 332, (a copy of which is attached hereto) and incorporated by reference herein to the same effect as if fully set out herein and consumer agree to be bound by Ordinance.

6. It is agreed that the water service provided by this agreement shall be for a single family dwelling only.

7. By the execution of this agreement consumer hereby gives its irrevocable consent to the annexation of the real property described herein to the City of Holtville, when at such time the City Council of City determines it would be in the best interest of City to annex said property.

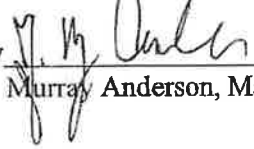
8. The parties agree that this agreement shall be recorded in the official records of the Imperial County Recorder's office so that any successors in interest to consumer of the property described above shall have notice of the reapplication provisions contained in paragraph five (5) above.

9. Consumer agrees, as a condition of receiving domestic water service from the City, to voluntarily participate in an assessment district, should one be formed, to construct infrastructure improvements. The infrastructure improvements anticipated to be constructed include water and sewer lines, storm drains, roadway improvement and street lighting improvements. Consumer is hereby put on notice that the assessment district improvement will be funded by an increase in property taxes for all parcels included within the boundary of the district.


In witness whereof, the parties hereto set their hand this 10 day of June 2024.

CITY OF HOLTVILLE

CITY OF HOLTVILLE

By 
Murray Anderson, Mayor

APPROVED AS TO FORM:


City Attorney 12-9-24


Consumer

Consumer

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

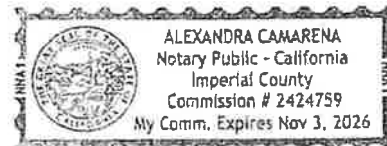
County of Imperial

On November 19, 2024 before me, Alexandra Camarena, Notary Public
(insert name and title of the officer)

personally appeared Victor M. Aranda
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 Alexandra Camarena (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 Imperial)

On December 9, 2024 before me, Haley Dowsey, Notary Public
(insert name and title of the officer)

personally appeared Murray Anderson
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 *Haley Dowsey* (Seal)

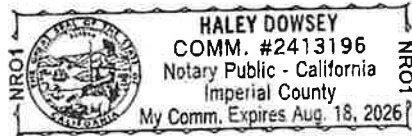


EXHIBIT D

Draft LAFCo Resolution #2025-XX



IMPERIAL LOCAL AGENCY FORMATION COMMISSION

January 23, 2025

RESOLUTION #2025-XX OF THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF IMPERIAL APPROVING THE EXTENSION OF WATER SERVICES FROM THE CITY OF HOLTVILLE, ENTITLED HV 2-24, APNS (045-390-004, 045-390-058, 045-390-061, 045-390-062, 045-390-063, 045-390-064)

RESOLVED, by the Local Agency Formation Commission of the County of Imperial, State of California, that:

WHEREAS, a proposal to extend water services to properties located outside of the City of Holtville's boundary and within the sphere of influence was filed with this Commission on December 16, 2024, and the Executive Officer of this Commission pursuant to Title 5, Division 3, commencing with Section 56133 of the Government Code determined the application complete; and

WHEREAS, the extension of services is limited to the properties located in Holtville, CA with the following APNs (045-390-004, 045-390-058, 045-390-061, 045-390-062, 045-390-063, 045-390-064); and

WHEREAS, the Executive Officer conducted a full evaluation of the above-referenced extension of services; and

WHEREAS, on January 23, 2025, the Commission met, discussed, and voted to approve the extension of services from the City of Holtville, entitled HV 2-24, APNS (045-390-004, 045-390-058, 045-390-061, 045-390-062, 045-390-063, 045-390-064); and

WHEREAS, the City of Holtville provided LAFCD with the following documentation authorizing the extension of services:

- City Council Resolution #2024-17
- Service Agreements dated June 10, 2024

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

The City of Holtville to extend water services to the properties located in Holtville, CA with the following APNs (045-390-004, 045-390-058, 045-390-061, 045-390-062, 045-390-063, 045-390-064).

PASSED, ADOPTED, AND APPROVED this 23rd day of **January 2025**, by the following roll call votes:

AYES:

NAYES:

ABSTAINED:

ABSENT:

Chair