

COUNTY OF KERN

Date: September 21, 2026

TO: RECORDER

FROM: CLERK OF THE BOARD

Enclosed are the following documents for Tract/Parcel Map No.: **Tract Map 7449 Phase 2B**

XX Plat of Tract

XX Owner's Certificate (**Parcel Maps Only**)

XX Clerk's Certificate

XX Tax Collector's Certificate

XX Assessor's Tax Estimate (January 1 through October 31)

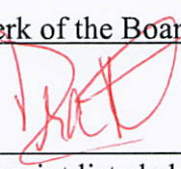
XX Subdivision Guarantee

Supervisory District Number: 4

Recording fee in the amount of \$ has been posted to your accounts receivable

OR

XX Recording fee included in the amount of \$196.00 (Clerk of the Board Receipt 359989)

Recorder Initial for Receipt of Recording Fee 

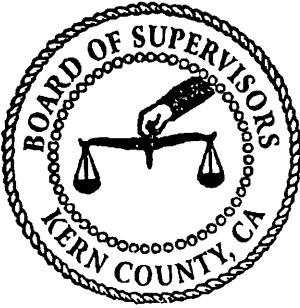
(Indicate reason if different than Clerk of the Board receipt listed above)

By:


Deputy Clerk

CERTIFICATE - TO COUNTY RECORDER

TRACT/PARCEL MAP NUMBER: **Tract Map 7449 Phase 2B** hereby certify pursuant to Government Code Section 66464 that the Subdivider has filed the certificates and security required by Sections 66492 and 66493 of the Government Code.



NANCY ANDERSON
County Administrator Officer
Clerk of the Board

By: 
Deputy Clerk



COUNTY OF KERN
STATE OF CALIFORNIA

RECEIPT No. A- 359989

REFERENCE No. _____ DATE RECEIVED 9/21 2026

RECEIVED FROM SJV Horizontal LLC

AMOUNT one hundred ninety six 0/100 DOLLARS \$ 196.00

ON ACCOUNT OF: Recording Fee

Toll Map 7449 Race 2 A 00014616 transmission records

AMT. OF ACC. \$		HOW PAID	CASH ☒	DEPARTMENT - Clerk of the Board
AMT. PAID \$	<u>196.00</u>		CHECK ☐	LOCATION
BALANCE DUE \$			M.O. ☐	BY

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

SJV Horizontal, LLC
5607 Avenida de los Robles
Visalia, CA 93291
(559)732-2660

Bank of America
ACH R/T 121000358

11-35/1210 CA

0001446

DATE	AMOUNT
09/16/2026	\$196.00

One Hundred Ninety Six and 00/100 Dollars

PAY TO THE
ORDER OF

Kern County Recorder
1530 Truxtun Ave
Bakersfield, CA 93301
KCR01 M



SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

⑈0001446⑈ ⑆121000358⑆ 325159776737⑈

X

PAY TO THE ORDER OF
THE TREASURER OF KERN COUNTY
FOR DEPOSIT ONLY

CLERK OF THE BOARD
KERN COUNTY, CALIFORNIA

{ DO NOT SIGN/WRITE/STAMP BELOW THIS LINE - FOR FINANCIAL INSTITUTION USAGE ONLY }



Jordan Kaufman
Treasurer and Tax Collector

Chase Nunneley
Assistant Treasurer and Tax Collector

TAX COLLECTOR'S CERTIFICATE

Certificate Number: **26-062**

I hereby certify that according to the records of my office, all county taxes and special assessments collected as taxes shown to be currently due on the land included in TRACT 7449 PH2B or PARCEL MAP more fully described below, have been paid:

Description:

CODE AREA 002-028 ATN# 520-010-60-00-8 TRACT NO. 7449, PH2B DESIGNATED REMAINDER PARCEL, OF TRACT MAP NO. 7449, PHASE 2A, IN THE CITY OF DELANO, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED DECEMBER 17, 2025, IN BOOK 68, PAGES 173 TO 176 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

19.13 AC

72 NUMBERED LOTS

8 LETTERED LOTS



As provided by Section 162 of the Revenue and Taxation Code, a Fee of \$1.00 is charged for preparing this Document.

Supervisory District # 4

Date: August 19, 2026

Received from: SJV HORIZONTAL LLC

Jordan Kaufman
Treasurer and Tax Collector
Kern County State of California

By: Vanessa Shepherd
VANESSA SHEPHERD

☒ VALID ONLY IF MAP RECORDED PRIOR TO: November 2, 2026

☒ SECURITY POSTED WITH TAX COLLECTOR August 19, 2026

Received By: Vanessa Shepherd
VANESSA SHEPHERD



Jordan Kaufman
Treasurer and Tax Collector

Chase Nunneley
Assistant Treasurer and Tax Collector

PROPERTY TAX ESTIMATE

TRACT: 7449 PH2B _____

FISCAL YEAR: 2026-2027 _____

PARCEL MAP: _____

Assessor Parcel Number	Valuation	Tax Amount
520-010-60-00-8	1,890,850	\$21,550.00
Fiscal Year: 2026- 2027		\$21,550.00

I hereby certify that the taxes (and special assessments collected as taxes) on the above-referenced parcels are subject to a lien for the fiscal year and in the estimated amount indicated above. Said taxes (and special assessments) are not yet due and payable. If the taxes levied for the above fiscal year are more than the estimated amount collected, the additional amount is due and payable by the first installment due date to avoid penalties.

Sincerely,
Jordan Kaufman,
Treasurer and Tax Collector

Vanessa Shepherd

Deputy: VANESSA SHEPHERD _____

Date: August 18, 2026 _____

By: VANESSA SHEPHERD _____
Taxpayer Services Representative

PLEASE COMPLETE THIS INFORMATION.
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
SJV Horizontal, LLC
5607 Avenida de Los Robles
Visalia, CA 93291

THIS SPACE FOR RECORDER'S USE ONLY

SUBDIVISION GUARANTEE

(Please fill in document title(s) on this line)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

CLTA SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

fwkn-to26000138

CLTA Guarantee Face Page

This guarantee, when issued by the Company with a Guarantee Number and Date of Guarantee, is valid even if this guarantee or any endorsement to this guarantee is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this guarantee must be given to the Company at the address shown in Condition 14.

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This guarantee treats any Discriminatory Covenant in a document referenced in any of the Schedules herein as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. This guarantee is not a commitment or any indication that the Company is willing to issue a policy of title insurance, and the Company reserves the right to decline to insure any future purchaser or lender. Any future offer of title insurance that the Company, in its sole discretion, decides to issue may include additional exceptions as well as requirements for the issuance of a final policy of title insurance.

SUBJECT TO THE CLTA GUARANTEE EXCLUSIONS AND CONDITIONS,

CHICAGO TITLE INSURANCE COMPANY,
a Florida corporation (the "Company")

GUARANTEES
as of the Date of Guarantee

against loss or damage, not exceeding the Amount of Liability, sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Chicago Title Company
7475 N. Palm Avenue, Ste 107
Fresno, CA 93711

Countersigned By:

Tasha Thompson
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

CLTA Guarantee Face Page (02-06-25)

ISSUING OFFICE:

Title Officer: Erica Madrigal
Chicago Title Company
7475 N. Palm Avenue, Ste 107
Fresno, CA 93711
Phone: (559)492-4228 Fax: (559)261-8960
Main Phone: (661)410-4700
Email: eamadrigal@fnf.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
\$1,000.00	\$320.00	Erica Madrigal

Date of Guarantee: September 3, 2026 at 12:00 AM

1. The Assured is: Kern County
2. Subdivision Map Reference: Tract Map No. 7449 Phase 2B
3. The map referenced above recites that it is a subdivision of the following described Land:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee:

Those parties having an interest in the Land required to execute the final map pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) are:

1. SJV Horizontal LLC, a Delaware limited liability company, as fee title owner
2. SureTec Information Systems Inc, as Trustee
- 3 Henry Miller ET Al and James B. Miller ET All, water rights settlement Contract Recorded 07/28/1888, in Book 2 Page 40 of agreement and amended 11/30/1889 and recorded in Deed to Kern County Land Company, a Corporation, Recorded 12/30/1892 in Book 44 Page 287 of Deeds.
4. Title Insurance and Trust Company - Easement holder recorded 01/08/1912 in Book 260 Page 336 of Deeds
5. City of Delano- easement holder recorded 12/30/1960 in Book 1424 page 437; recorded 12/30/1960 in Book 3334 page 94 and Book 33 page 104 of Minutes
6. County of Kern - easement holder recorded 01/16/1915 in Book 296 Page 190

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 520-010-39-00 portion
For Tax Map ID(s): 520-010-60 new apn

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DELANO, COUNTY OF KERN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

DESIGNATED REMAINDER PARCEL, OF TRACT MAP NO. 7449, PHASE 2A, IN THE CITY OF DELANO, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED DECEMBER 17, 2025, IN BOOK 68, PAGES 173 TO 176 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE HALF OF ALL MINERALS, OIL, PETROLEUM, AND KINDRED SUBSTANCES AND NATURAL GAS UNDER OR IN SAID LAND, AS RESERVED IN DEED FROM FREDERICK W. HOUSER, ET UX, RECORDED JANUARY 3, 1920 IN BOOK 344, PAGE 260 OF DEEDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE IN AND UNDER SAID LAND AS RESERVED IN THE DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, RECORDED APRIL 1, 1942 IN BOOK 1098, PAGE 261 OF OFFICIAL RECORDS.

BY QUITCLAIM DEED RECORDED NOVEMBER 29, 1960 IN BOOK 3324 PAGE 988 OF OFFICIAL RECORDS, ALL RIGHTS TO THE USE OF THE SURFACE OF NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION OR ANY PORTION OF SAID LAND LYING ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND WERE RELINQUISHED AND SAID DEED FURTHER PROVIDES THAT NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE CONSTRUCTED TO PREVENT, HINDER OR DELAY THE FREE AND UNLIMITED RIGHT TO MINE, DRILL, BORE, OPERATE AND REMOVE FROM BENEATH THE SURFACE OF SAID LAND, AT ANY LEVEL OR LEVELS 500 FEET OR MORE BELOW THE SURFACE OF SAID LAND FOR THE PURPOSE OF DEVELOPMENT OR REMOVAL OF SAID OIL, GAS, MINERALS AND OTHER HYDROCARBONS SITUATED THEREIN OR THEREUNDER OR PRODUCIBLE THEREFROM, TOGETHER WITH ALL WATER NECESSARY IN CONNECTION WITH ITS DRILLING OR MINING OPERATIONS THEREUNDER.

EXCLUSIONS

Except as expressly provided by the assurances in Schedule A, the following matters are excluded from coverage of this guarantee and the Company assumes no liability for loss or damage by reason of:

1. Any defect, lien, encumbrance, adverse claim, or other matter affecting the title to any property beyond the boundaries of the Land.
2. Any defect, lien, encumbrance, adverse claim, or other matter, whether or not shown by the Public Records:
 - a. created, suffered, assumed, or agreed to by one or more of the Assureds; or
 - b. that result in no loss to the Assured.
3. Defects, liens, encumbrances, adverse claims, or other matters not shown by the Public Records at Date of Guarantee.
4. The identity of any party shown or referred to in any of the schedules of this guarantee.
5. The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this guarantee.
6. (a) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (a) or (b) are shown by the records of the taxing authority or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excluded under (a), (b) or (c) are shown by the Public Records.
8. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.
9. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excluded in (a) or (b) appear in the Public Records.

CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in this guarantee mean:

- a. "Amount of Liability": The Amount of Liability as stated in Schedule A.
- b. "Assured": The party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- c. "Date of Guarantee": The Date of Guarantee set forth in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Land": The Land described or referred to in Schedule A and improvements located on that land at the Date of Guarantee that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway.
- f. "Mortgage": A mortgage, deed of trust, trust deed, or other real property security instrument.
- g. "Public Records": The recording or filing system established under State statutes in effect at the Date of Guarantee under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- h. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- i. "Title": The estate or interest in the Land identified in Schedule A, if any.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured must notify the Company promptly in writing if the Assured has knowledge of any assertion of facts, claim of title, or claim of interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this guarantee. If the Company is prejudiced by the failure of the Assured to provide prompt notice, the Company's liability to the Assured under this guarantee is reduced to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company has no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Condition 3 above:

- a. The Company has the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this guarantee, whether or not it may be liable hereunder, and does not thereby concede liability or waive any provision of this guarantee. If the Company exercises its rights under this paragraph, it will do so diligently.
- b. If the Company elects to exercise its options as provided in Condition 4.a. the Company has the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and will not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this guarantee.

(continued)

- c. Whenever the Company has brought an action or interposed a defense as permitted by the provisions of this guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured must secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, must give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under this guarantee will terminate.

5. PROOF OF LOSS OR DAMAGE

- a. The Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. The Company may reasonably require the Assured to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence, memoranda, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured must grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Condition 5 will not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim or required by law. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, terminates any liability of the Company under this guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this guarantee, the Company has the following additional options:

- a. To pay or tender payment of the Amount of Liability, together with any costs, attorneys' fees, and expenses incurred by the Assured that were expressly authorized in writing by the Company up to the time of payment or tender of payment and that the Company has agreed to pay.
- b. To pay or otherwise settle with the Assured any claim assured against under this guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were expressly authorized in writing by the Company, up to the time of payment or tender of payment and that the Company has agreed to pay; or
- c. To pay or otherwise settle with parties other than the Assured for the loss or damage provided for under this guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were expressly authorized in writing by the Company up to the time of payment and that the Company has agreed to pay.

Upon the exercise by the Company of any of the options provided for in Condition 6.a., b., or c., the Company's obligations to the Assured under this guarantee for the claimed loss or damage, other than the payments required to be made, will terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Condition 4.

7. LIMITATION OF LIABILITY

- a. This guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Assured who has suffered loss or damage by reason of an assurance in Schedule A being incorrect, to the extent stated in Schedule A and subject to the Exclusions and the Conditions. This guarantee is not an abstract of the title, legal opinion, or a representation of the status of the title beyond what is assured in Schedule A. All claims asserted under this guarantee are based in contract and are restricted to the terms and provisions of this guarantee. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it will have fully performed its obligations with respect to that matter and will not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company has no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company is not liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this guarantee, except payments made for costs, attorneys' fees, and expenses pursuant to Condition 4, will reduce the Amount of Liability under this guarantee pro tanto.

9. PAYMENT OF LOSS

When liability and the extent of loss or damage has been determined in accordance with the Conditions, the Company will pay the loss or damage within thirty (30) days.

(continued)

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

- a. If the Company settles and pays a claim under this guarantee, it is subrogated and entitled to the rights and remedies of the Assured in respect to the claim that the Assured has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Assured must execute documents to transfer these rights and remedies to the Company. The Assured permits the Company to sue, compromise, or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Assured, the Company defers the exercise of its subrogation right until after the Assured fully recovers its loss.
- c. The Company's subrogation right includes the Assured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

11. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- a. This guarantee together with all endorsements, if any, issued by the Company is the entire guarantee and contract between the Assured and the Company. In interpreting any provision of this guarantee, this guarantee must be construed as a whole.
- b. Any amendment of this guarantee must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this guarantee, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Guarantee,
 - iii. insure against loss or damage exceeding the Amount of Liability, or
 - iv. increase the Amount of Liability.

12. SEVERABILITY

In the event any provision of this guarantee, in whole or in part, is held invalid or unenforceable under applicable law, this guarantee will be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

13. CHOICE OF LAW; FORUM

- a. Choice of Law: The Company has underwritten the assurances covered by this guarantee and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of guarantees and policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims and the interpretation and enforcement of the terms of this guarantee, without regard to conflicts of law principles to determine the applicable law.
- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a State or federal court having jurisdiction.

14. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company must include the number of this guarantee and must be addressed to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

15. ARBITRATION

- a. All claims and disputes arising out of or relating to this guarantee, including any service or other matter in connection with issuing this guarantee, or any breach of a guarantee provision, may be resolved by arbitration. If the Amount of Liability is Two Million and No/100 Dollars (\$2,000,000) or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Liability is greater than Two Million and No/100 Dollars (\$2,000,000), any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Assured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 15. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 15, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 15.*

END OF CONDITIONS

CLTA Guarantee Exclusions and Conditions (02-06-25)

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**City Clerk
City of Delano
1015 Eleventh Avenue
P.O. Box 3010
Delano, CA93216-3010**

No fee per Government Code § 27383

**AGREEMENT NO. 2026-56
SUBDIVISION AGREEMENT
FOR
TRACT NO. 7449, PHASE 2B**

This Subdivision Agreement for Tract No. 7449, Phase 2B (this “Agreement”), is entered into this 8th day of September, 2026, by and between the City of Delano, a Municipal Corporation, herein referred to as the “City”, and SJV Horizontal, LLC, a Delaware Limited Liability Company, herein referred to as the “Subdivider”.

WITNESSETH:

WHEREAS, Subdivider desired to develop and subdivide land in the City of Delano, under the provisions of the Subdivision Map Act (Government Code Section 66410 *et. seq.*, referred to as the “Map Act”), and under the provisions of the Subdivision Ordinance of the City of Delano (Delano Municipal Code, referred to as the “Ordinance”); and

WHEREAS, the tentative map has been approved by the City Council, subject to certain approved exceptions and conditions as per Resolution 2023-15 approved on May 1, 2023; and

WHEREAS, Subdivider submitted the final map to the City Council for approval in accordance with the Map Act and the Ordinance, said final map shall be referred to as the Tract 7449, Phase 2B, or the “Subdivision”; and

WHEREAS, Subdivider complied with all the provisions of the Map Act and the Ordinance applicable to the Subdivision, excepting only that Subdivider has not completed all of the required improvement work and has not set or placed all the permanent monuments required for the Subdivision and seeks the approval of the Final Subdivision Map; and

WHEREAS, Subdivider desires and agrees to complete the Subdivision and the improvements pursuant to the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, it is expressly agreed and understood as follows:

For and in consideration of the acceptance of the streets, Landscape easements and pedestrian ways dedicated thereon or deeded to the City in connection therewith, the Subdivider hereby agrees as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED:**

In accordance with the requirements of the City Council by Resolution No. 2023-15 and this Agreement, the Subdivider shall construct, at its sole cost and expense, those improvements identified in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Improvements"), in accordance with the plans, profiles and specifications approved by the City Engineer on file in the Public Works Department and all of which are incorporated into this Agreement by reference (collectively "Improvement Plans"), as more particularly described below:

(a) Subdivider shall grade, pave, construct and improve all of the streets, landscape lots and pedestrian ways dedicated to the City or deeded by the Subdivider to the City in connection therewith, pursuant to and in accordance with those provisions of the Delano Municipal Code applicable thereto, and more particularly pursuant to the Improvement Plans.

(b) Subdivider shall install a water distribution system, including the construction and installation of all pipelines, appurtenances, and services to each lot, pursuant to and in accordance with those provisions of the Delano Municipal Code applicable thereto, and more particularly pursuant to the Improvement Plans.

(c) Subdivider shall install a sanitary sewer system, including the construction and installation of all pipelines, manholes, appurtenances, and services to each lot, pursuant to and in accordance with those provisions of the Delano Municipal Code applicable thereto, and more particularly pursuant to the Improvement Plans.

(d) Subdivider shall site grade, compact and improve building sites to drain properly within the Subdivision, pursuant to and in accordance with the Improvement Plans.

(e) Subdivider shall provide for all necessary storm drainage facilities, including the construction and installation of all pipelines, sumps and appurtenances, pursuant to and in accordance with Section 16.12.040 of the Delano Municipal Code applicable thereto, and more particularly pursuant to the Improvement Plans.

(f) Subdivider shall construct all public utilities as required by Section 16.12.030 of the Delano Municipal Code. Services from the public utilities, consisting of telephone, electric, water, sewer, communications and cable T.V. service, shall be provided for each lot within this Subdivision. This shall also include a street lighting system with underground wiring. Subdivider shall furnish the City with written statements from the electric company, telephone company and cable T.V. company, specifying that financial arrangements and terms for the installation of all electrical, telephone and cable T.V. services have been made for the Subdivision.

(g) Subdivider shall provide for the setting or placement of all permanent monuments required for the Subdivision by Section 16.16.340 of the Delano Municipal Code. Said permanent monuments shall be placed or set in accordance with the Delano Municipal Code and shall be located in such positions and shall be of the character and type specified therein.

(h) Subdivider shall, remove, relocate or replace all obstructions, or otherwise make all necessary arrangements to have said obstructions relocated, at its own expense. Said obstructions and their removal and/or relocation, shall be shown on all applicable plans and profiles, and shall not hinder any construction.

(i) All changes, relocations, or modifications required for the development of the Subdivision to existing city utilities, streets and facilities whether within the boundaries of the Subdivision or offsite, and all changes, relocations and modifications to other public utilities including, but not limited to, electric, water, cable tv, or telephone lines, caused by the development of the Subdivision shall be paid for by the Subdivider. If Subdivider damages any public or private utility, said utility is to be repaired or replaced at Subdivider's expense.

2. MANNER OF CONSTRUCTION

The Improvements designated above shall be installed and constructed in accordance with all of the following:

- (a) Delano Municipal Code.
- (b) The California Subdivision Map Act.
- (c) Approved plans, specifications and profiles.
- (d) Standard City specifications and grades.

- (e) State of California Business and Transportation Agency Standard Specifications (Current Edition).
- (f) Good engineering practices and workmanlike manner.

3. **TIME FOR COMPLETION:**

All Improvements shall be completed in full, in a diligent and workmanlike manner, within twenty-four (24) months from the date of this Agreement. It is further agreed by and between the Subdivider and the City that in the event it is deemed necessary by the City to extend the time of completion of the Improvements, said extension may be granted by the City Council, and shall in no way affect the validity of this Agreement or release the surety (ies) on any bond attached hereto or the financial institution guaranteeing the same. Subdivider further agrees to maintain the security described in Section 9 below in full force and effect during the terms of this Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by the City Council pursuant to the terms of this Agreement or any extension of said completion date granted by the City Council. Any work which affects any existing City maintained road or traffic thereon shall be completed within thirty (30) days from start of work.

4. **INSPECTION AND APPROVAL OF WORK:**

(a) All Improvement work shall be subject to inspection by the City Engineer or his designee and shall be completed in compliance with City standards as determined by the City Engineer.

(b) When all of the required Improvement work has been satisfactorily completed, upon written application of the Subdivider, the City Engineer or his designee shall inspect the same within thirty (30) days. If the City Engineer determines that all or any specified category of the Improvements has been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall certify to the City Council the completion of such Improvement(s). Subdivider shall bear all costs of inspection and certification for acceptance.

(c) Acceptance of all or any specified category of the Improvement(s) by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said Improvement(s) pursuant to subparagraph (b) above. The City Council shall consider the City Engineer's recommendation that such Improvements have been completed within forty-five days following certification by the City Engineer. The City shall cause the Notice of Completion ("NOC") to be recorded as soon as possible after the City Council has accepted the Improvements as complete. Acceptance by the City Council shall not constitute a waiver by the City of any defects in the Improvements.

(d) Such order of acceptance or approval made by the City Council shall be deemed operative from the time of certification by the City Engineer or his designee of the Improvement work as shown in his certificate.

(e) Except as otherwise provided, the Subdivider and its surety shall be deemed released from liability for damage or injury to such work so accepted by the City Council, and from the maintenance thereof, from and after the time said order is operative. However, the foregoing provision shall not relieve the Subdivider or its surety from its guarantee (as defined in Section 8 below) or from any damage or injury to such Improvement work or any maintenance required therefor arising from any other work undertaken by Subdivider or its surety, or as may necessarily be done by the City in the performance of any part of the required Improvement work as a result of any default in the performance of this Agreement by the Subdivider or its surety or arising from any willful act or negligent act or omission of the Subdivider or its surety or their contactors, agents or employees, or arising from defective work or labor done or defective materials furnished in the performance of the Agreement.

(f) At the time of making of the order of acceptance or approval of such work, as the case may be, the City Manager's designee shall affect a reduction of the Improvement security in accordance with other provisions of this Agreement.

5. **CHANGES AND ALTERATIONS:**

a) The Subdivider shall make no change or alteration in the plans, specifications and standards of the Improvements except with written approval by the City Engineer.

b) The Subdivider shall carry out such changes or alterations in such Improvements as may be ordered by the City Engineer, as follows:

(i) As required by the Map Act;

(ii) As consistent with City ordinance, applicable at the time of approval of the tentative map; or

(iii) As made necessary by conditions of the soil, topography, drainage, flood hazard, or fire hazard not foreseen at the time of approval of the tentative map.

c) In any case, all changes or alterations in such work shall be otherwise performed and fully and timely completed in accordance with all other provisions of this Agreement.

d) Such changes or alterations approved by the City Engineer in said plans, specifications and standards of Improvements may be accomplished without first giving prior notice thereof to Surety, and in no event shall such change result in exonerating the Surety's obligations.

e) Within sixty (60) days following City's acceptance of all of the subdivision Improvements, Subdivider shall provide the City Engineer with an original set of Improvement plans containing the appropriate posted "Record Drawings" changes. Changes shall be clearly noted as changes on said plans.

f) Approval of Improvement plans, final map, and this Agreement shall not be construed of relieving Subdivider of requirements of the Conditions of Approval unless specifically stated in writing by the City.

6. **REPAIRS AND REPLACEMENTS:**

Subdivider must maintain all of the Improvements constructed under this Agreement in a state of good repair until all of the Improvements are completed and accepted by or on behalf of the City. Said maintenance shall include, but not be limited to:

(a) Road and Drainage: Repair of pavement, curbs, gutters, sidewalks, parkways, drainage facilities, and removal of debris from drainage facilities, sweeping, repairing and maintaining in good and safe conditions all streets and street improvements.

(b) Sewer System: Repair of sewer system, and removal of debris from sewer system, repairing and maintaining in good and safe condition all sewer system improvements.

(c) Water System: Repair and/or removal of debris from the water system; repairing and maintaining in a good and safe condition the water system improvements.

It shall be Subdivider's responsibility to initiate this work, but if Subdivider should fail to do so, Subdivider shall promptly perform such maintenance when notified to do so by the City Engineer. Upon failure of Subdivider to promptly maintain, the City may do all necessary work required by this paragraph, the cost thereof being chargeable to Subdivider and Surety under this Agreement. Any such repair or replacement must be completed to City Engineer satisfaction and approval.

7. **CITY'S RIGHT OF ENTRY:**

Subdivider grants City a license to enter Subdivider's property to inspect the Improvements constructed by Subdivider and to ensure compliance with this Agreement.

8. **GUARANTEE AGAINST DEFECTS:**

The Subdivider hereby guarantees all features of the Improvement work for a period of one (1) year following the acceptance of the work by the City Council against defective work or labor done, or defective material furnished that fails to comply with any requirements of this Agreement, or the Map Act, or the Improvement plans; and Subdivider agrees to correct, repair or replace promptly when demanded by the City all such defective work or labor done, or defective materials furnished, as may be discovered within such one (1) year period and reported in writing to the Subdivider. Should Subdivider fail to act promptly or in accordance with this requirement or should the exigencies of the case require repairs

or replacements to be made before Subdivider can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Subdivider must pay to City the actual cost of such repairs plus fifteen percent (15%) for City's administrative overhead costs. This Section is not a waiver of any other right City may have for correcting faulty workmanship or defective materials.

9. IMPROVEMENT SECURITY:

(a) As provided for in Section 16.32.320 of the Delano Municipal Code, concurrently with the execution of this Agreement, Subdivider must furnish good and sufficient security. Such improvement security shall consist of either (1) a faithful performance bond or bonds by one or more duly authorized corporate sureties; or (2) a deposit, either with the city or a responsible escrow agent or trust company, selected by the City, of cash or negotiable bonds of the kind approved for securing deposits of public moneys, or (3) an irrevocable instrument of credit from one or more responsible financial institutions regulated by State or Federal government and pledging that the funds are on deposit and guaranteed for payment on demand by the City. The forms of all documents relating to such security shall be subject to approval by the City Attorney. The corporate surety bond shall conform substantially with the form set forth in Section 66499.1 of the Map Act. The estimated cost of the various features of the improvement work shall be used, if applicable, as the basis for the reduction of bonds in connection with the final completion of any feature of the work (or any unit thereof). The estimated cost of the various features of the Improvements, as approved by the City Engineer, are as follows:

Lots (Acreage) for Tract 7449 Phase 2B	72 lots (19.1 Acres)
Demolition and Removal	\$ 153,828.00
Grading Improvements	\$ 479,584.44
Dry Utility Improvements	\$ 793,500.00
Water System Improvements	\$ 557,929.00
Sanitary Sewer Improvements	\$ 236,688.00
Storm Drain Improvements	\$ 201,525.00
Street Improvements (Concrete, Paving, Signs, Lights)	\$1,958,973.55
Landscape Improvements	\$ 220,110.00
Walls and Fences	\$ 323,120.00
Contingency (20%)	\$ 985,051.60
TOTAL (Contingency Included)	\$5,910,309.59

(b) Said Improvement security shall guarantee the faithful performance of the Agreement and be provided as follows:

- (1) **Performance Security.** To ensure the faithful performance and full and timely completion of the work according to this Agreement, the Performance Security shall be in the amount of **100%** of the total estimated cost of the remaining improvements; and
- (2) **Warranty Security.** The Warranty Security shall guarantee, and ensure maintenance of, the Improvement work for a period of one (1) year following the completion and approval thereof, against defective work or labor done, or defective materials furnished, in the performance of this Agreement, pursuant to Section 8 above. The City shall retain **10%** of the total cost for 1 year after the City Council accepts the Improvements.
- (3) **Payment Security.** Concurrently with the execution of this Agreement, pursuant to Government Code, § 66499.3, Subdivider must furnish a separate additional surety bond in an amount equal to at least **100%** of the total estimated costs for the remaining Improvements, set forth in subsection (a) above, as security for the payment of all persons performing labor and furnishing materials in connection with all of the Improvements in this Agreement. Subdivider agrees that the form of the payment bond provided by City is substantially similar to Government Code § 66499.2.

10. REDUCTION AND RELEASE OF SECURITY:

(a) Performance Security shall be released in full upon the occurrence of all Improvements being completed in compliance with all City standards, specifications and other requirements, certified completed by the City Engineer and then accepted as complete by the City Council. Notwithstanding the above, the Performance Security will not be released until a surety bond guaranteeing the warranty requirements of Section 8 in the amount of at least ten percent (10%) of the sum shown in Section 9, or **\$591,030.96**, is filed with City.

(b) Partial releases or reductions in the Subdivider's Performance Security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City Engineer shall review and comment or approve the completion of the required work within 45 days. If the City Engineer does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, the City Engineer shall supply a list of all remaining work to be completed within this 45-day period.

Within 45 days of receipt of the list of remaining work from the City Engineer, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City Engineer. Upon receipt of the cost estimates, the City Engineer shall then have 45 days to review, comment, and approve, modify, or disapprove those cost estimates. The City shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits the City from allowing for a partial release as the City Engineer otherwise deems appropriate.

If the City Engineer approves the cost estimate, the City Engineer shall release all Performance Security except for security in an amount up to 200 percent of the cost estimate of the remaining work. The process allowing for a partial release of Performance Security shall occur when the cost estimate of the remaining work does not exceed 20 percent of the total original Performance Security unless the City Engineer allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the Performance Security, subject to the approval of both the City Engineer and City Attorney. If substitute bonds or other security are used as a replacement for the Performance Security released, the release shall not be effective unless and until the City receives and approves that form of replacement security. A reduction in the Performance Security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed Improvements, and the risk of loss or damage to the Improvements and the obligation to maintain the improvements shall remain the sole responsibility of the Subdivider until all required public Improvements have been accepted by the City and all other required Improvements have been fully completed in accordance with the plans and specifications for the Improvements.

The Subdivider shall complete the works of Improvement until all items are accepted by the City.

Upon the completion of the work on all of the Improvements, the Subdivider, or his or her assigns, shall request in writing a final inspection, and within 45 days the City will notify the Subdivider of the City Engineer's certification that the project is complete. Within 45 days of issuance of this notification by the City, the release of any remaining Performance Security shall be placed upon the agenda of the City Council for approval of the release of any remaining performance security.

(c) Payment Security shall, after passage of the time within which claims of lien are required to be recorded pursuant to Article 2 (commencing with Section 8410) of Chapter 4 of Title 2 of Part 6 of Division 4 of the California Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom claims

of lien have been recorded and notice thereof given in writing to the City Council, and if no claims have been recorded, the security shall be released in full.

(d) The partial release provisions of this Section 10 shall not apply to any required guarantee and warranty period required by Section 66499.9 of the California Government Code for the guarantee or warranty, nor to the amount of the Warranty Security deemed necessary by the City for the guarantee and warranty period, nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within sixty (60) days after the completion of the one-year period following completion and acceptance of all Improvements.

(e) If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the Improvement Performance Security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have two (2) months after the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction.

(f) In the event the time periods for action by the City or other governmental agency specified in this Section conflict with a shorter or longer time period for such actions as provided in California Government Code Section 66499.7 or 66499.8, the time periods in Government Code Section 66499.7 and 66499.8, shall control.

11. COMPLETION BY SURETY OR CITY:

(a) Should Subdivider fail to prosecute the construction of the Improvements with such diligence as to ensure completion within the time requirements of this Agreement, or in the manner as required by this Agreement, after written notice to Subdivider and reasonable opportunity to cure, City shall have the right to draw upon or utilize any or all Improvement securities furnished herewith to construct and install the Improvements.

(b) The Improvements will be completed by the surety if the City Council, in the exercise of its reasonable discretion, shall determine"

(1) That the Subdivider has failed to properly and fully complete any of the Improvement work in accordance with this Agreement, the Map Act, or the Improvement plans, and within the time (or any extension of time) provided herein;
or

(2) That the Subdivider has failed or neglected to begin Improvement work, or any feature of the work, within a time which will reasonably allow its completion within the time (or any extension of time) provided in this Agreement; or

- (3) That the Subdivider has created an unsafe or hazardous condition which requires immediate correction; or
- (4) That the Subdivider has abandoned any of the Improvement work; or
- (5) That the Subdivider has failed to keep the Improvement work under direct control of a superintendent, manager, engineer or other competent agent; or
- (6) That the Subdivider (if he shall be an individual) has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared; or
- (7) That the Subdivider has filed a petition in bankruptcy or has been declared bankrupt; then the City Council may determine to, and the City may give the Subdivider and its surety fourteen (14) days' written notice to, proceed with the work, without prejudice to any other remedy the City may have in law or equity.

(c) If the surety shall proceed with the work, the surety shall be subject to all of the provisions of this Agreement as in the case of the Subdivider.

(d) If the Subdivider or its surety shall fail or neglect to proceed with the work diligently and in good faith in accordance with this Agreement after such notice has been given, the City may thereafter, at its sole option and without prejudice to any other remedy, provide the necessary supervision, equipment, materials and labor as it may determine necessary to undertake and complete the Improvement work, or any part thereof in the manner required by this Agreement, by independent contract or by City forces, all for the account and at the expense of the Subdivider, and the Subdivider and its surety shall be liable to the City and shall pay the City on demand, any expenses incurred by the City in the course thereof.

12. INDEMNIFICATION PROVISIONS:

(a) The Subdivider shall, and it does hereby agree, to hold harmless and indemnify the City and its City Council, officers and employees (collectively the "City"), from every liability, claim, suit or demand which may arise or may be made by reason of:

- (1) Any act, omission or neglect of the Subdivider, its engineers, employees, agents or contractors; or
- (2) Any injury to any person, death of any person, or damage to any property, sustained by any person, firm or entity while in or upon the parcel of land herein mentioned and for which the Subdivider is legally liable; or

(3) Any injury to or death of the Subdivider or any officer or employee of the Subdivider, or any damage to the property of any such person, firm or entity, and for which the Subdivider is legally liable; or

(4) Any damage to or taking of any property arising from said plans, specifications or profiles, or arising from the construction work or the conduct thereof;

(5) Except to the extent caused by the City's active or sole negligence or willful misconduct

(b) The Subdivider at its own cost, expense and risk shall defend all legal proceedings which may be brought against the City, its City Council, officers and employees, on any liability suit, claim or demand which it has agreed to indemnify them against herein, and shall satisfy any resulting judgment that may be rendered against any of them.

(c) The Subdivider agrees and understands that its violation of any Labor Code provision regarding payment of prevailing wages can result in fines or damages being levied against City. Subdivider specifically agrees that the indemnification and defense obligations set forth in this Section include payment of any fines, penalties, or damages that might arise out of this Agreement.

(d) The requirements as to the types and limits of insurance coverage to be maintained by Subdivider, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Subdivider pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

(e) It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

(f) It is mutually agreed that the Subdivider's surety under the improvement security for faithful performance shall not be deemed liable for performance of any of the foregoing provisions of this section, unless said surety shall undertake the completion of any Improvement or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission or neglect of the surety, its engineers, employees, agents or contractors in the course of the completion of such Improvements or the conduct of such work by said surety.

13. INSURANCE REQUIREMENTS:

(a) The Subdivider shall at all times during the course of any of the Improvement work, secure and maintain, and shall cause its contractors to secure and maintain, in the manner

required by law, workers' compensation insurance as required by the California Labor Code and amendments thereto, and shall furnish to the City satisfactory evidence thereof.

(b) The Subdivider shall maintain, and pay premiums on, a policy of comprehensive liability insurance in the amounts given below, in form and with insurance companies satisfactory to the City, containing an endorsement including the City, its City Council, officers and employees as additional named insureds.

(c) The limits of said policy shall be in amounts not less than Bodily Injury, \$1,000,000 per person and \$2,000,000 per accident; and Property Damage, \$1,000,000 per accident and \$2,000,000 aggregate amount.

(d) Prior to undertaking any work of construction, the Subdivider shall file with the City Clerk, a true copy of said policy of insurance, with the endorsement thereon aforementioned, certified by the carrier.

(e) The Subdivider shall continue to so maintain said policy and pay the premiums thereon for a period of one (1) year from and after the acceptance or approval, as the case may be, of the entirety of the improvement work.

14. IMPACT FEE:

The Subdivider shall pay the development impact fee charges scheduled in the Resolution 2013-59. Impact Fee credits summarized here as per Agreement 2024-20 (Phase 1) and Agreement 2025-106 (Phase 2A):

a) The cost of the twelve-inch water line installed on County Line Rd. from Albany St. to Hiatt Ave., connecting to the existing lines on each end, shall be reimbursed with water impact fee credits after 400 building permits are pulled within the Vignolo Tentative Tract 7449. Water Impact fee credits shall be issued beginning with the 401st lot's building permit (including future phases) and up to when **\$645,365.00** is credited or the last permit is pulled, whichever comes first.

b) The oversize cost (above eight-inch) of the twelve-inch water line installed on Hiatt Avenue, shall be reimbursed with water impact fee credits after 400 building permits are pulled within the Vignolo Tentative Tract 7449. Water Impact fee credits shall be issued beginning with the 401st lot's building permit (including future phases) and up to when **\$11,172.00** is credited or the last permit is pulled, whichever comes first.

c) The cost of the twelve-inch storm drain force main installed on Hiatt Avenue, shall be reimbursed by the storm impact fee credits as permits are issued, the estimated amount is **\$41,823.00**. The actual cost will be submitted for credit as building permits are pulled.

15. ENGINEERING FEE:

Pursuant to Delano Municipal Code Section 16.20.050 and Resolution 2006-44, the Subdivider has paid a nonrefundable Engineering Fee of 6%, which includes all charges for engineering plan check, inspection, and material testing by the City of the Subdivision. The Subdivider has deposited with the Finance Officer of the City, the total amount of **three hundred fifty-four thousand, six hundred eighteen dollars, and fifty-eight cents (\$354,618.58).**

16. MAINTENANCE DISTRICT:

As required by Condition of Approval No. 35 in Resolution No. 2023-15, the Subdivider will create a Community Facilities District (District) for Landscaping maintenance, street lighting energy, and park/sump maintenance for the Tract 7449 Phase 2B Subdivision before any Certificates of Occupancy are issued. Subdivider shall install all the plantings, trees, irrigation systems, and shall be responsible for the maintenance of all properties of the District and shall pay the energy costs for street lights for a minimum period of 12 months. During the 12 month period, the Subdivider shall replace all dead plantings. After said maintenance period the City will inspect the improvements within the district and if acceptable will assume maintenance.

17. BEST MANAGEMENT PRACTICES:

Subdivider agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the Delano Municipal Code, in constructing the Improvements anticipated by this Agreement. Subdivider's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

18. OWNERSHIP OF DOCUMENTS:

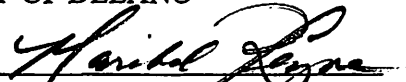
All documents, data, studies, drawings, maps, models, photographs and reports prepared by Subdivider under this Agreement are City's property. Subdivider may retain copies of said documents and materials as desired but must deliver all original materials to City upon City's written notice.

19. INDEPENDENT CONTRACTOR:

City and Subdivider agree that Subdivider will act as an independent contractor and will have control of all work and the manner in which it is performed. Subdivider will be free to contract for similar service to be performed for other employers while under contract with City. Subdivider is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this Agreement that may appear to give City the right to direct Subdivider as to the details of doing the work or to exercise a measure of control over the work means that Subdivider will follow the direction of City as to end results of the work only.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same on the day and year first mentioned herein.

CITY OF DELANO

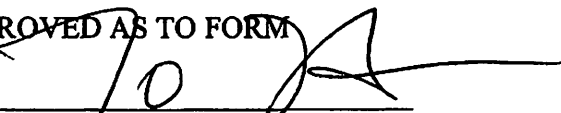
By: 
Maribel Reyna, City Manager

SJV HORIZONTAL, LLC,
a Delaware Limited Liability Company

By: SJV HOMES, LLC,
a Delaware Limited Liability Company
Its: Sole Member

By: 
Joseph A. Leal, Authorized Representative

APPROVED AS TO FORM

By: 
Mark Hensley, City Attorney

ATTEST BY:

By: 
Ricardo Chavez, City Clerk

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

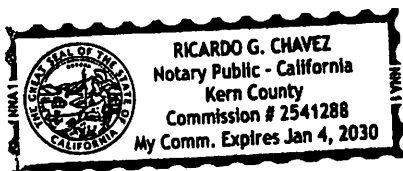
State of California

County of Kern

On September 9, 2026 before me, Ricardo G. Chavez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Maribel Reyna
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature Ricardo G. Chavez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

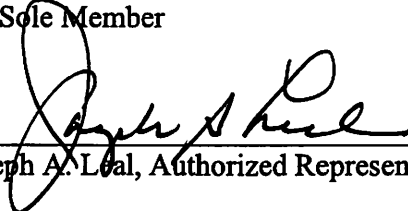
IN WITNESS WHEREOF, the parties to this Agreement have executed the same on the day and year first mentioned herein.

CITY OF DELANO

By: _____
Maribel Reyna, City Manager

SJV HORIZONTAL, LLC,
a Delaware Limited Liability Company

By: SJV HOMES, LLC,
a Delaware Limited Liability Company
Its: Sole Member

By:  _____
Joseph A. Leal, Authorized Representative

APPROVED AS TO FORM

By: _____
Mark Hensley, City Attorney

ATTEST BY:

By: _____
Ricardo Chavez, City Clerk

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 Tulare

On AUGUST 7, 2026 before me, AMANDA RAMOS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JOSEPH A. LEAL,
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)

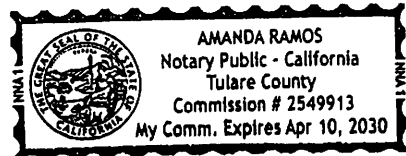


EXHIBIT A

Schedule of Improvements

OPINION OF PROBABLE CONSTRUCTION COSTS

Project: Vignolo Subdivision - Phase 2B
Client: SJVH



Total Project Acreage: 19.1
Number of Lots: 72
Total Estimated Project Cost: \$5,910,310
Total Cost Per Lot: \$82,088

Date: 7/29/2026
Completed by: DL
Checked by: DL

Item & Description	Quantity	Unit Price	Unit	Total
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DEMOLITION & REMOVAL

On-Site Construction

Stormwater Management BMPs	1	\$20,000.00	LS	\$20,000.00
Earthwork Mobilization	1	\$10,000.00	LS	\$10,000.00
Clearing & Grubbing	19	\$2,000.00	ACRE	\$38,200.00
Sanitary Sewer 12" Pipe	1,238	\$35.00	LF	\$43,330.00

On-Site Construction Subtotal: \$111,530.00

Off-Site Construction - Hiatt Ave

Asphalt	13,982	\$2.00	SF	\$27,964.00
Sawcut Pavement	778	\$3.00	LF	\$2,334.00
Utility Poles	3	\$4,000.00	EA	\$12,000.00

Off-Site Construction Subtotal: \$42,298.00

DEMOLITION & REMOVAL TOTAL \$153,828.00

SITE GRADING

Rough Grading:

Topsoil Stripping	10,115	\$3.00	CY	\$30,345.11
Site Excavation	21,199	\$3.00	CY	\$63,597.00
Import Material	17,357	\$15.00	CY	\$260,355.00
Over Excavation	29,762	\$3.00	CY	\$89,287.33
Finish Lots	72	\$500.00	EA	\$36,000.00

Site Construction Subtotal: \$479,584.44

SITE GRADING TOTAL \$479,584.44

Item & Description	Quantity	Unit Price	Unit	Total
SANITARY SEWER				
<i>On-Site Construction</i>				
Mains:				
15" Pipe	362	\$85.00	LF	\$30,770.00
12" Pipe	823	\$70.00	LF	\$57,610.00
8" Pipe	1,987	\$46.00	LF	\$91,402.00
Manholes:				
48" Standard Manhole	9	\$4,750.00	EA	\$42,750.00
Adjust MH to Grade	1	\$750.00	EA	\$750.00
Miscellaneous:				
Sewer Tie-In to Existing	1	\$2,500.00	EA	\$2,500.00
Sewer Stub	1	\$500.00	EA	\$500.00
4" SS Laterals	72	\$23.00	EA	\$1,656.00
On-Site Construction Subtotal:				\$227,938.00
<i>Off-Site Construction - Hielt Ave</i>				
Manholes:				
Adjust MH to Grade	2	\$750.00	EA	\$1,500.00
Miscellaneous:				
Sewer Tie-In to Existing	1	\$2,500.00	EA	\$2,500.00
48" Standard Manhole	1	\$4,750.00	EA	\$4,750.00
Off-Site Construction Subtotal:				\$8,750.00
SANITARY SEWER TOTAL				\$236,688.00
WATER				
<i>On-Site Construction</i>				
Mains:				
8" Pipe	3,509	\$51.00	LF	\$178,959.00
Valves:				
Crosses & Tees with Gate Valves	12	\$7,000.00	EA	\$84,000.00
Meters:				
Domestic Water Meter (1" - 1 3/4")	72	\$2,800.00	EA	\$201,600.00
Special Assemblies:				
Fire Hydrant Assembly	4	\$6,500.00	EA	\$26,000.00
Miscellaneous:				
Tie-in to Existing	1	\$2,000.00	EA	\$2,000.00
Water Blow-off	1	\$5,000.00	EA	\$5,000.00
On-Site Construction Subtotal:				\$497,559.00
<i>Off-Site Construction - Hielt Ave</i>				
Mains:				
12" Pipe (S limits to Avenida Castro)	798	\$65.00	LF	\$51,870.00
8" Pipe	0	\$51.00	LF	
Valves:				
Crosses & Tees with Gate Valves	0	\$7,000.00	EA	\$0.00
Special Assemblies:				
Fire Hydrant Assembly	1	\$6,500.00	EA	\$6,500.00
Miscellaneous:				
Tie-in to Existing	1	\$2,000.00	EA	\$2,000.00
Off-Site Construction Subtotal:				\$60,370.00
WATER TOTAL				\$557,929.00

Item & Description	Quantity	Unit Price	Unit	Total
STORM DRAIN				
On-Site Construction				
Mains:				
18" PVC Pipe	1,234	\$63.00	LF	\$77,742.00
Catch Basins / Drainage Inlets:				
City Standard Drainage Inlet	8	\$6,500.00	EA	\$52,000.00
Manholes:				
48" Standard Manhole	6	\$5,000.00	EA	\$30,000.00
Miscellaneous:				
SD Stub	1	\$500.00	EA	\$500.00
On-Site Construction Subtotal:				\$160,242.00
Off-Site Construction - Hiatt Ave				
Mains:				
12" PVC Pipe	651	\$58.00	LF	\$37,758.00
Catch Basins / Drainage Inlets:				
City Standard Drainage Inlet	0	\$6,500.00	EA	\$0.00
Manholes:				
48" Standard Manhole	0	\$5,000.00	EA	\$0.00
Miscellaneous:				
Tie-in to Existing	1	\$3,000.00	EA	\$3,000.00
Concrete Cap	1	\$25.00	LF	\$25.00
SD Plug	1	\$500.00	EA	\$500.00
Off-Site Construction Subtotal:				\$41,283.00
STORM DRAIN TOTAL				\$201,525.00
DRY UTILITIES				
On-Site Construction				
Applicant Install Utilities	72	\$10,000.00	EA	\$720,000.00
Joint Utility Trench	7,000	\$10.50	LF	\$73,500.00
On-Site Construction Subtotal:				\$793,500.00
DRY UTILITIES TOTAL				\$793,500.00
CONCRETE				
On-Site Construction				
24" Curb & Gutter	7,000	\$19.00	LF	\$133,000.00
24" Curb & Gutter - Grading	7,000	\$2.75	LF	\$19,250.00
Sidewalk	37,883	\$5.00	SF	\$189,415.00
Sidewalk - Backfill & Fine Grading	37,883	\$1.25	SF	\$47,353.75
Subgrade Preparation - C&G + SW	55,383	\$1.25	SF	\$69,228.75
Miscellaneous:				
Residential Drive Approach	72	\$1,800.00	EA	\$129,600.00
8" Concrete Mow Curb	299	\$5.00	LF	\$1,495.00
ADA Ramps	12	\$3,000.00	EA	\$36,000.00
Cross Gutter	2,695	\$11.00	SF	\$29,645.00
On-Site Construction Subtotal:				\$654,987.50
Off-Site Construction - Hiatt Ave				
24" Curb & Gutter	630	\$19.00	LF	\$11,970.00
24" Curb & Gutter - Grading	630	\$2.75	LF	\$1,732.50
Sidewalk	3,150	\$5.00	SF	\$15,750.00
Sidewalk - Backfill & Fine Grading	3,150	\$1.25	SF	\$3,937.50

Item & Description	Quantity	Unit Price	Unit	Total
Subgrade Preparation - C&G + SW	4,725	\$1.25	SF	\$5,906.25
Miscellaneous:				
ADA Ramps	2	\$3,000.00	EA	\$6,000.00
Off-Site Construction Subtotal:				\$45,296.25
CONCRETE TOTAL				\$700,283.75

Item & Description	Quantity	Unit Price	Unit	Total
STREET PAVING				
<i>On-Site Construction</i>				
2.5" AC / 4" AB - Typical Internal	72,540	\$3.12	SF	\$226,324.80
Asphalt Subgrade Preparation	72,540	\$1.25	SF	\$90,675.00
Asphalt Fine Grading	72,540	\$1.25	SF	\$90,675.00
4" AC / 6" AB - Santa Cruz Way	34,596	\$4.88	SF	\$168,828.48
Asphalt Subgrade Preparation	34,596	\$1.25	SF	\$43,245.00
Asphalt Fine Grading	34,596	\$1.25	SF	\$43,245.00
4" AC / 6" AB - Coronado Street	18,864	\$4.88	SF	\$92,056.32
Asphalt Subgrade Preparation	18,864	\$1.25	SF	\$23,580.00
Asphalt Fine Grading	18,864	\$1.25	SF	\$23,580.00
<i>Miscellaneous:</i>				
Striping & Signage	1	\$2,500.00	LS	\$2,500.00
Monument Well	9	\$300.00	EA	\$2,700.00
Barricades	1	\$1,000.00	EA	\$1,000.00
<i>On-Site Construction Subtotal:</i>				\$808,409.60
<i>Off-Site Construction - Hiatt Ave</i>				
4" AC / 6" AB - Hiatt Ave	20,790	\$4.88	SF	\$101,455.20
Asphalt Subgrade Preparation	20,790	\$1.25	SF	\$25,987.50
Asphalt Fine Grading	20,790	\$1.25	SF	\$25,987.50
<i>Miscellaneous:</i>				
Striping & Signage	1	\$3,500.00	LS	\$3,500.00
Monument Well	1	\$300.00	EA	\$300.00
<i>Off-Site Construction Subtotal:</i>				\$157,230.20
STREET PAVING TOTAL				\$965,639.80
STREET SIGNS				
<i>On-Site Construction</i>				
Street/Stop Signs w/ Pole	9	\$500.00	EA	\$4,500.00
<i>On-Site Construction Subtotal:</i>				\$4,500.00
STREET SIGNS TOTAL				\$4,500.00
STREET LIGHTS				
<i>On-Site Construction</i>				
SCE standard street lights	10	\$12,000.00	EA	\$120,000.00
SCE standard street light Conduit, Pull Boxes	3,500	\$35.00	LF	\$122,500.00
<i>On-Site Construction Subtotal:</i>				\$242,500.00
<i>Off-Site Construction - Hiatt Ave</i>				
SCE standard street lights	2	\$12,000.00	EA	\$24,000.00
SCE standard street light Conduit, Pull Boxes	630	\$35.00	LF	\$22,050.00
<i>Off-Site Construction Subtotal:</i>				\$46,050.00
STREET LIGHTS TOTAL				\$288,550.00

RESOLUTION NO. 2026-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DELANO APPROVING THE FINAL MAP AND SUBDIVISION AGREEMENT FOR TRACT 7449, PHASE 2B, LOCATED SOUTH OF AVENIDA CASTRO, BETWEEN HIETT AVENUE AND ALBANY STREET, AND AUTHORIZING THE CITY CLERK TO FILE THE FINAL MAP WITH THE COUNTY RECORDER, AND THE CITY MANAGER TO EXECUTE THE SUBDIVISION AGREEMENT.

WHEREAS, SJV Horizontal, LLC, a Delaware Limited Liability Company, as Subdivider, has submitted the Final Map for Tract Number 7449 Phase 2B in the City of Delano, to be developed under the provisions of the Subdivision Map Act and the Delano Municipal Code; and

WHEREAS, the Tentative Maps have been approved by the City Council of the City of Delano, subject to certain conditions under Resolution 2023-15; and

WHEREAS, the Subdivider has submitted the required Improvement Plans and the Final Map for said tract, and it has been approved by the City Engineer; and

WHEREAS, the City Council of the City of Delano desires to enter into a Subdivision Agreement with the Subdivider of Tract Number 7449 Phase 2B; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Delano does hereby approve the Final Map and Subdivision Agreement for Tract Number 7449 Phase 2B and authorizes the signatures and filing as required.

The foregoing Resolution was duly passed and adopted by the City Council at a regular meeting held on the 8th of September 2026, by the following vote:

AYES: SOLORIO-RUIZ/NUNEZ/MORRIS

NOES: NONE

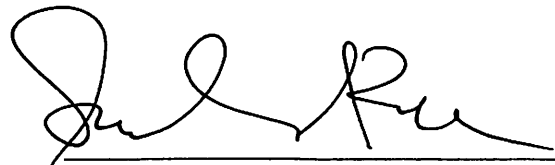
ABSENT: ALINDAJAO/OSORIO

ABSTAIN: NONE

ATTEST:



Ricardo Chavez, City Clerk



Salvador Solorio-Ruiz, Mayor