COUNTY OF KERN

Date: October 13, 2026

TO: RECORDER

FROM: CLERK OF THE BOARD

Enclosed are the following documents for Tract/Parcel Map No: **Tract Map 7404 Phase 3,4, and 5**

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

Supervisorial 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 $241.00 (Clerk of the Board Receipt 359992)

Recorder Initial for Receipt of Recording Fee _____
(Indicate reason if different than Clerk of the Board receipt listed above)

By: _____
Deputy Clerk

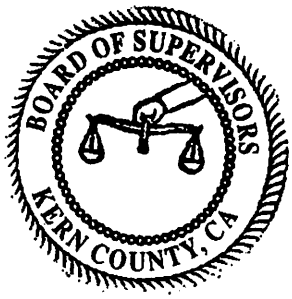
S:\SHARED\FORMS\PARCEL Maps - New

CERTIFICATE - TO COUNTY RECORDER

TRACT/PARCEL MAP NUMBER: **Tract Map 7404 Phase 3, 4, and 5** 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



LEORA LLC

11006

Check#: 11006 Date: 10/12/2026 Vendor#: 872 KERN COUNTY RECORDER

Invoice#	Invoice Date	Job/Description	Balance	Retain	Discount	This Check
101226	10/12/2026	7404 Tract 7404 Dela	241.00			241.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

LEORA LLC
6501 FRUITVALE AVENUE
BAKERSFIELD CA 93308

MISSION BANK
11200 River Run Blvd., Ste. 101
Bakersfield, CA 93311

11006

90-4279/1222

EXACTLY TWO HUNDRED FORTY-ONE DOLLARS

DATE		AMOUNT
10/12/2026	$	*241.00

PAY TO THE ORDER OF KERN COUNTY RECORDER

Michael Hair

Details on back. Security Features Included.

SAFEGUARD SECURED

⑈011006⑈ ⑆122242791⑆ 4001389 8⑈

COUNTY OF KERN
STATE OF CALIFORNIA

RECEIPT No. A- 359992

REFERENCE No. _____ DATE RECEIVED 10/13/2026 20 26

RECEIVED FROM LeDra LLC

AMOUNT Two Hundred & Forty one & 00/100 DOLLARS $ 241.00

ON ACCOUNT OF Tract Map 7404 Phase 3, 4, & 5

AMT. OF ACC. $		HOW PAID	CASH ☐	DEPARTMENT - Clerk of the Board
AMT. PAID $	241.00		CHECK ☒	LOCATION
BALANCE DUE $	—		M.O. ☐	BY [illegible]

Kern County Treasurer-Tax Collector

Jordan Kaufman
Treasurer and Tax Collector
Chase Nunneley
Assistant Treasurer and Tax Collector

TAX COLLECTOR'S CERTIFICATE

Certificate Number: **26-043**

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 7404 PH 3, 4 & 5 or PARCEL MAP more fully described below, have been paid:

Description:
CODE AREA 002-021, ATN#519-020-04-00-9 TRACT MAP NO. 7404 - PHASE 3, 4 & 5 CONSISTING OF 4 SHEETS IN THE CITY OF DELANO BEING A SUBDIVISION OF THE DESIGNATED REMAINDER OF TRACT MAP NO. 7404 - PHASE 2, RECORDED FEBRUARY 3, 2026, IN MAP BOOK 69, PAGE 5, IN THE OFFICE OF THE KERN COUNTY RECORDER. ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 25 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF DELANO, COUNTY OF KERN, STATE OF CALIFORNIA

PHASE 3 8.42 ACRES, PHASE 4 4.55 ACRES, PHASE 5 5.09 ACRES, LOT A 1.06 ACRES

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

Supervisorial District # 4

Date: May 15, 2026

Received from: LEORA 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 May 13, 2026

Received By: Vanessa Shepherd
VANESSA SHEPHERD

Kern County Treasurer-Tax Collector

Jordan Kaufman
Treasurer and Tax Collector
Chase Nunneley
Assistant Treasurer and Tax Collector

PROPERTY TAX ESTIMATE

TRACT: 7404 PH 3, 4 & 5

FISCAL YEAR: 2026-2027

PARCEL MAP:

Assessor Parcel Number	Valuation	Tax Amount
519-020-04-00-9 (PTN 19.12)	330,355	$7,500.00
Fiscal Year: 2026- 2027		$7,500.00

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

Deputy: VANESSA SHEPHERD

Date: May 04, 2026

Vanessa Shepherd

By: VANESSA SHEPHERD
Taxpayer Services Representative

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. 2026-62
SUBDIVISION AGREEMENT
FOR
TRACT NO. 7404, PHASE 3, 4, & 5

This Subdivision Agreement for Tract No. 7404, Phase 3, 4, & 5 (this "Agreement"), is entered into this 21st day of September 2026, by and between the City of Delano, a Municipal Corporation, herein referred to as the "City", and LeOra, LLC, a California 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 2023-04 and **Development Agreement 2023-1590** approved on February 21, 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 7404, Phase 3, 4 & 5, 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

WHEREAS, the City Council approved the Final Subdivision Map with respect to the Subdivision; and

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

WHEREAS, the City Council is willing to accept on behalf of the City all of the streets, alleys, easements and pedestrian ways, if any, dedicated thereon or deeded to the City in connection therewith, under the terms and conditions hereinafter more particularly set forth;

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, are 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, gas, 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.
(g) Development Agreement.

3. **TIME FOR COMPLETION:**

All Improvements shall be completed in full, in a diligent and workmanlike manner, and in accordance with the terms of the Development Agreement approved by Ordinance 2023-1590, 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 act upon 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). Costs referred to herein are as set forth on the Cost Estimate for the Subdivision, as approved by the City Engineer, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference. The estimated cost of the various features of the Improvements are as follows:

Lots (Acreage) for Tract 7404 Phase 3, 4, & 5	**104 (19.12 Acres)**
Grading Improvements	**$ 436,743.00**
Water System Improvements	**$ 342,342.00**
Sanitary Sewer Improvements	**$ 433,480.00**
Street Improvements (Concrete, Paving, Signs, Lights)	**$ 1,501,327.00**
Contingency (20%)	**$ 542,778.00**
TOTAL (Contingency Included)	**$ 3,256,670.00**

(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.

(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 **$325,667.00** 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 Director, 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 and of the Development 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 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 Development Agreement. Impact Fee credits summarized here as per the development agreement:

(a) The entire cost of the twenty-four inch sewer line installed on the Timmons Avenue frontage shall be credited against sewer impact fees to be applied as building permits are issued, the estimated amount is **$496,480**. The actual cost will be submitted for credit as building permits are pulled.

(b) The incremental oversize cost (eight inch to twelve inch) for the twelve-inch water line installed on the Timmons Avenue frontage shall be credited against water impact fees to be applied as building permits are issued, the estimated amount is **$89,110**. The actual cost will be submitted for credit as building permits are pulled.

(c) The entire cost for the twelve-inch water line installed on the Melcher Avenue frontage shall be credited against water impact fees to be applied as building permits are issued, the estimated amount is **$190,000**. The actual cost will be submitted for credit as building permits are pulled.

(d) The entire cost for the water line intersection connection at Melcher Road and Mathews Avenue shall be credited against water impact fess to be applied as building permits are issued, the estimated amount is **$57,330**. The actual cost will be submitted for credit as building permits are pulled.

(e) The entire cost to grind and overlay the existing portion of the western half of the subdivision frontage on Mathews Ave. with a 1.5-inch overlay shall be credited against traffic impact fees to be applied as building permits are issues, the estimated amount is **$66,343**. The actual cost will be submitted for credit as building permits are pulled.

(f) The entire cost of the additional twelve feet of paving (past the centerline) along Melcher Ave. frontage shall be credited against traffic impact fees to be applied as building permits are issued, the estimated amount is **$231,064**.

(g) The entire cost of the paving, striping, and signage at the intersection of Melcher Road and Mathews Avenue shall be credited against traffic impact fees to be applied as building permits are issued, the estimated amount is **$58,298**. The actual cost will be submitted for credit as building permits are pulled.

15. ENGINEERING FEE:

Pursuant to the Development Agreement, 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 One Hundred and Ninety-Five Thousand, Four Hundred Dollars and Twenty Cents. **($195,400.20).**

16. MAINTENANCE DISTRICT:

As required by Condition of Approval No. 34 in Resolution No. 2023-04, the Subdivider created a Community Facilities District 2025-1 (District) for Landscaping maintenance, street lighting energy, and park/sump maintenance for the Tract 7404 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 streetlights 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 is it 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.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

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

LEORA, LLC, a
California Limited Liability Company

By:_____
Michael Hair Jr., Managing Member

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 October 6, 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.

RICARDO G. CHAVEZ
Notary Public - California
Kern County
Commission # 2541288
My Comm. Expires Jan 4, 2030

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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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 Kern)

On August 28, 2026 before me, Claudia Sandoval, Notary Public
(insert name and title of the officer)

personally appeared Michael Hair, Jr.,
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)

CLAUDIA SANDOVAL
Notary Public - California
Kern County
Commission # 2532214
My Comm. Expires Sep 23, 2029

EXHIBIT A

Schedule of Improvements/Cost Estimate

Engineer's Estimate Date: 4/14/2026

TRACT 7404 - PHASES 3, 4 & 5 By: TCB

No. of Lots 104

Acreage: 19.12

Item #	Item Description	Qty	Unit	Unit $	Item $	% Complete	Remainder
Grading							
1.	Grading Streets (Interior Streets only)	48,527	cy	9.00	436,743	90%	$43,674.30
				Subtotal	**$436,743**		**$43,674.30**
Sewer Improvements							
2.	8" SDR-35 PVC Sewer Line	3,216	lf	70.00	225,120	90%	$22,512.00
3.	4" Sewer Line Laterals	3,144	lf	40.00	125,760	90%	$12,576.00
4.	Tie-in	8	ea	6,500.00	52,000	90%	$5,200.00
5.	Standard Manhole	9	ea	3,400.00	30,600	90%	$3,060.00
				Subtotal	**$433,480**		**$43,348.00**
Water Improvements							
6.	8" C900 Waterline	3,202	lf	46.00	147,292	90%	$14,729.20
7.	1" Water Service	104	ea	1,450.00	150,800	90%	$15,080.00
8.	Hydrant Assembly	6	ea	5,200.00	31,200	90%	$3,120.00
9.	Tie-in	9	ea	1,450.00	13,050	90%	$1,305.00
				Subtotal	**$342,342**		**$34,235.00**
Street Improvements							
10.	AC Paving (2.5" Asphalt - Interior Streets	4,324	tons	150.00	648,600	90%	$64,860.00
11.	AG Base (9" Class 2 - Interior Streets)	2,912	cy	120.00	349,440	90%	$34,944.00
12.	Rolled Curb	5,978	lf	40.00	239,120	90%	$23,912.00
13.	6" Curb and Gutter	409	lf	65.00	26,585	90%	$2,658.50
14.	4" Thick Sidewalk	7,387	sf	6.00	44,322	90%	$4,432.20
15.	Street Lights	9	ea	10,000.00	90,000	100%	
16.	Street Name Signs	1	ea	300.00	300	100%	
17.	Driveways	11,440	sf	9.00	102,960	90%	$10,296.00
				Subtotal	**$1,501,327**		**$141,102.70**



Total	**$2,713,892.00**	**$262,360.00**
20% Contingency	**$542,778.00**	
Total Estimate		**$3,256,670.00**
Work Completed		**$2,451,532.00**
Work Remaining		**$805,138.00**

RESOLUTION NO. 2026-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DELANO APPROVING THE FINAL MAP AND SUBDIVISION AGREEMENT FOR TRACT 7404, PHASE 3, 4, & 5, LOCATED SOUTH OF MATHEWS AVENUE, BETWEEN TIMMONS AVENUE AND MELCHER ROAD, AND THE CITY MANAGER TO EXECUTE THE SUBDIVISION AGREEMENT, AND AUTHORIZING THE CITY CLERK TO FILE THE FINAL MAP WITH THE COUNTY RECORDER.

WHEREAS, Leora, LLC, a California Limited Liability Company, as Subdivider, has submitted the Final Map for Tract Number 7404 Phase 3, 4, & 5, 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 2023-04; 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 7404 Phase 3, 4, & 5; 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 7404 Phase 3, 4, & 5, 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 21st of September 2026, by the following vote:

AYES: SOLORIO-RUIZ/ALINDAJAO/OSORIO

NOES: NONE

ABSENT: NUNEZ/MORRIS

ABSTAIN: NONE

ATTEST:

Ricardo Chavez, City Clerk

Salvador Solorio-Ruiz, Mayor

CHICAGO TITLE COMPANY

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, ***Chicago Title Company*** *hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Countersigned By:

Tasha Thompson
Authorized Officer or Agent

Attest:

Marjorie Nemzura, Secretary

Visit Us on our Website: www.ctic.com

CHICAGO TITLE COMPANY

ISSUING OFFICE: 7475 N. Palm Avenue, Ste 107, Fresno, CA 93711

Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference

PRELIMINARY REPORT

Update C

Title Officer: Misty Elliott
Email: MElliott@ctt.com
Title No.: FWKN-TO26000556

TO: Interstate Land Company
6501 Fruitvale Ave
Bakersfield, CA 93308
Attn: Marcus Dokolas

PROPERTY ADDRESS(ES): Designated Remainder Tract 7404 Phase 2, Delano, CA

EFFECTIVE DATE: October 7, 2026 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   LeOra, LLC, a California limited liability company

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 519-020-32-00 (WITH OTHER) (PRIOR 519-020-05-00)

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 OF TRACT NO. 7404 - PHASE 2, IN THE CITY OF DELANO, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED FEBRUARY 3, 2026, IN BOOK 69, PAGE 5 OF MAPS, KERN COUNTY RECORDS.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	002-021
Tax Identification No.:	519-020-32-00 (WITH OTHER) (PRIOR 519-020-05-00)
Fiscal Year:	2026-2027
1st Installment:	$14,419.30 open
2nd Installment:	$14,419.29 open
Land:	$1,493,906.00
Bill No.:	26-1390288-00-3

2. All or a part of the Land herein described does not appear to be assessed on the Tax Roll for the year(s) 2025-2027. Said Land is subject to the possible assessment and collection of property taxes for current and prior years.

   New Apn: 519-020-32-00

3. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

5. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District (CFD) as follows:

CFD No.:	2025-1
For:	Rancho Del Sol - West
Disclosed by:	Notice of Special Tax
Recording Date:	March 26, 2025
Recording No.:	225032498 of Official Records

   This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City of Delano, County of Kern. The tax may not be prepaid.

   Further information may be obtained by contacting:

   City of Delano
   1015 11th Avenue
   Delano, California 93215

   (661) 721-3300

EXCEPTIONS
(continued)

6. Contract of Settlement of Water Rights made between Henry Miller and others, as parties of the first part and James B. Haggin and others, as parties thereto of the second part, under date of July 28, 1888, recorded in Book 2, Page 40 et seq., of Agreements, and also the amendment thereof or supplement thereto, dated November 30, 1889; all as recited in the Deed executed by James B. Haggin to Kern County Land Company, a Corporation, dated July 12, 1892 and recorded December 30, 1892 in Book 44, Page 287 et seq. of Deeds.

7. Reservations contained in the Patent

From:	The United States of America
To:	Teresa Panero
Recording Date:	March 31, 1902
Recording No.:	In Book 12, Page 181, of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of:	Southern California Edison Company, a corporation
Purpose:	Public utilities
Recording Date:	April 18, 1950
Recording No.:	In Book 1696, Page 190, Document No. 16548 of Official Records
Affects:	A portion of said land

Reference is hereby made to said document for full particulars.

9. Matters contained in that certain document

Entitled:	Contract Relating to Compensation for Improvements
Dated:	September 30, 1959
Executed by:	L. R. Billings and Dorothy Billings, his wife, and the United State of America
Recording Date:	September 8, 1960
Recording No.:	In Book 3301, Page 403, Document No. 53433 of Official Records

Reference is hereby made to said document for full particulars.

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of:	The United State of America
Purpose:	Water pipeline
Recording Date:	September 8, 1960
Recording No.:	In Book 3301, Page 403, Document No. 53433 of Official Records
Affects:	A portion of said land

EXCEPTIONS
(continued)

Reference is hereby made to said document for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Southern California Gas Company, a California Corporation its successors and assigns
Purpose:	Public utilities
Recording Date:	June 10, 2011
Recording No.:	2011-75323, of Official Records
Affects:	A portion of said land

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Southern California Gas Company, a California Corporation its successors and assigns
Purpose:	Public utilities
Recording Date:	December 12, 2011
Recording No.:	2011-163305, of Official Records
Affects:	A portion of said land

13. Matters contained in that certain document

Entitled:	Development Agreement
Dated:	February 21, 2023
Executed by:	City of Delano, a California municipal corporation and LeOra, LLC, a California limited liability company
Recording Date:	March 14, 2024
Recording No.:	224028434 of Official Records

Reference is hereby made to said document for full particulars.

14. Recitals as shown on that certain Tract Map No. 7404 - Phase 1

Recording Date:	February 18, 2025
Recording No.:	Book 68 Page 48 of Maps

Reference is hereby made to said document for full particulars.

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Southern California Edison Company, a corporation, its successor and assigns
Purpose:	right of way
Recording Date:	June 30, 2025
Recording No.:	225073830
Affects:	Reference is hereby made to the record for the particulars therein.

EXCEPTIONS
(continued)

16. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

    Recording Date: July 30, 2025
    Recording No.: 225086826 of Official Records

    Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

17. Recitals as shown on that certain Tract Map No. 7404 - Phase 2

    Recording Date: February 3, 2026
    Recording No.: Book 69, Page 5 of Maps

    Reference is hereby made to said document for full particulars.

18. Matters contained in that certain document

    Entitled: Agreement No. 2025-112
    Dated: November 3, 2025
    Executed by: City of Delano, a municipal corporation and LeOra, LLC, a California limited liability company
    Recording Date: February 5, 2026
    Recording No.: 226013449 of Official Records

    Reference is hereby made to said document for full particulars.

19. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

    Recording Date: April 7, 2026
    Recording No.: 226038307

    Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

20. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

EXCEPTIONS
(continued)

21. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: LeOra, LLC, a California limited liability company

a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

f. If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.

g. Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form

22. IF AN ALTA POLICY IS TO BE THE FOLLOWING MATTERS WILL APPLY:

23. Water rights, claims or title to water, whether or not disclosed by the public records.

24. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

25. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

26. Any lien or right to a lien for services, labor or material not shown by the Public Records.

27. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

28. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

EXCEPTIONS
(continued)

29. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): LeOra, LLC, a California limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

END OF EXCEPTIONS

NOTES

Note 1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 2. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Note 3. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

Note 4. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.

Note 5. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 6. ***IMPORTANT RECORDING NOTE***

Please send all original documents for recording to the following office:

Chicago Title Company
4015 Coffee Road #100
Bakersfield, CA 93308
Attn: Recording Desk
Phone: (661) 410-4700
Fax: (661) 410-4665

Please direct all other title communication and copies of documents, including recording release instructions, policy write-up instructions and settlement statements, to the Title Only Department at the issuing office.

Note 7. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 8. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

NOTES
(continued)

Note 9. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTES
(continued)

Note 10. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:

A. 2006 ALTA Owner's Policy (06-17-06).

6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

B. 2006 ALTA Loan Policy (06-17-06)

8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).

10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

E. CLTA Standard Coverage Policy 1990 (11-09-18).

7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.

8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF NOTES

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.
- **CONFIRM RECEIPT** of funds directly with settlement company using a known trusted number.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2026

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.,* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.,* loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Device and Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser information, such as version, language, and type;
- device type and operating system;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Website Analytics. We use Google Analytics to understand how visitors interact with FNF Websites. Google Analytics may collect information such as your IP address, device type, and pages visited to help us analyze site traffic and to personalize your browsing experience on our site. If you don't want Google Analytics to be used in your browser, you can install the Google Analytics browser add-on, which Google makes available online.

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

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Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, and our affiliates' services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link Privacy Request, or email privacy@fnf.com, or call (888) 714-2710.

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Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:
Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Ticor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Ticor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and

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Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Request website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (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 excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(*Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here*)

ATTACHMENT ONE
(CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY (02-04-22)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
   Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7 Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (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 excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. 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 excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE
(CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (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 excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. 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 excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (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 excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. 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 excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies
CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Co.
FNTIC - Fidelity National Title Insurance Co.
NTINY - National Title Insurance of New York

Available Discounts

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, CLTIC, FNTIC, NTINY)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

DISASTER AREA TRANSACTIONS (CTIC, CLTIC, FNTIC, NTINY)
This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a Lender's Policy (Standard or Extended), or an Owner's Policy (Standard or Homeowners coverage). To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

A. The subject property is in a disaster area declared by the government of the United States or the State of California.

B. The subject property was substantially or totally destroyed in the declared disaster.

C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster.

Notice of Available Discounts
(continued)

DISASTER AREA ESCROWS (CTC, CLTC, FNTC, TICOR, LTC)
This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a loan or a sale escrow transaction. To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

A. The subject property is in a disaster area declared by the government of the United States or the State of California.

B. The subject property was substantially or totally destroyed in the declared disaster.

C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster. Standard minimum charge applies based upon property type. No other discounts or special rates, or combination of discounts or special rates, shall be applicable. Applies to a single transaction per property.

This rate is applicable to the following Zones/Counties:

Zone 1.A: Orange County
Zone 1.B: Riverside and San Bernardino Counties
Zone 2: Los Angeles County
Zone 3: Ventura County
Zone 10: San Diego County
Zone 12: Imperial County

If used for a sale transaction, the application of this rate assumes the charge for the Residential Sale Escrow Services (RSES) fee will be split evenly between buyer and seller. As such and regardless of how the calculated applicable RSES will be split between the disaster victim and the other principal, the rate will be applied only to one half (1/2) of the calculated applicable RSES fee, regardless of whether the disaster victim is paying half (1/2) of the RSES fee (as is customary) or paying the entire fee. The rate under this provision will be fifty percent (50%) of disaster victims' one half (1/2) portion only and shall not apply to any portion paid by non-disaster victim. Additional services will be charged at the normal rates.

MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)
Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies. Minimum charge: Four Hundred Twenty-Five And No/100 Dollars ($425.00)

The Company may require proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

COPY

SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND

BOND NO. 101721618
$ 10,467.00 **premium is for**
a term of One (1) **year(s)**

KNOW ALL MEN BY THESE PRESENTS:

That we, Leora, LLC, as Principal, and Merchants Bonding Company (Mutual), a corporation organized and doing business under and by virtue of the laws of the State of Iowa and duly licensed to conduct a general surety business in the State of California as Surety, are held and firmly bound unto the City of Delano as Obligee, in the penal sum of Eight Hundred Five Thousand, One Hundred Thirty-Eight Dollars and 00/100 ($ 805,138.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas the Obligee and Principal have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, identified as Tract 7404, Phase 3 is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now therefore, the condition of this obligation is such that is the above bounden principal, his or its heirs, executors, administrators, successor or assigns, shall in all things stand to and abide by, well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the penal sum specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on May 28, 2026

PRINCIPAL: Leora, LLC

SURETY: Merchants Bonding Company (Mutual)

Ryan Tash, Attorney-in-Fact

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 Sacramento)

On 5/28/26 before me, Holly Day Myers, Notary Public
(insert name and title of the officer)

personally appeared Ryan Tash,
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)

ARS HOLLY DAY MYERS
COMM. #2554014
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO CO.
EXP. MAY 18, 2030 ARS

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc.. (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Katherine DuPont; Ryan Tash; Shannon Tash; Susan Fournier

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of April 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of May , 2026.

Secretary

POA 0018 (5/25)

SUBDIVISION

LABOR AND MATERIAL BOND

BOND NO. 101721618
PREMIUM INCLUDED

KNOW ALL MEN BY THESE PRESENTS:

That we, Leora, LLC , as Principal, and Merchants Bonding Company (Mutual) , a corporation organized and doing business under and by virtue of the laws of the State of Iowa and duly licensed to conduct a general surety business in the State of California as Surety, are held and firmly bound unto the City of Delano as Obligee in the penal sum of Eight Hundred Five Thousand, One Hundred Thirty-Eight Dollars and 00/100 ($ 805,138.00) DOLLARS, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the above-named Principal, has entered into an agreement which is made a part of this bond, with the City of Delano . State of California. as Obligee, for the designated public improvements in the subdivision identified as Tract 7404, Phase 3 , as required by the Government Code of California.

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Delano to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as surety, are held firmly bound unto the City of Delano , and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure for material furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the penal sum hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the penal sum thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City of Delano in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof this instrument has been duly executed by the principal and surety above named, on May 28, 2026

PRINCIPAL: Leora, LLC

SURETY: Merchants Bonding Company (Mutual)

Ryan Tash, Attorney-in-Fact

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 Sacramento)

On 5/28/26 before me, Holly Day Myers, Notary Public
(insert name and title of the officer)

personally appeared Ryan Tash,
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.

HOLLY DAY MYERS
COMM. #2554014
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO CO.
EXP. MAY 18, 2030

Signature _____ (Seal)

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc.. (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Katherine DuPont; Ryan Tash; Shannon Tash; Susan Fournier

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of April 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of May , 2026.

Secretary

Engineer's Estimate

TRACT 7404 - PHASES 3, 4 & 5

No. of Lots 104

Acreage: 19.12

Date: 4/14/2026

By: TCB

Item #	Item Description	Qty	Unit	Unit $	Item $	% Complete	Remainder
Grading							
1.	Grading Streets (Interior Streets only)	48,527	cy	9.00	436,743	90%	$43,674.30
				Subtotal	**$436,743**		**$43,674.30**
Sewer Improvements							
2.	8" SDR-35 PVC Sewer Line	3,216	lf	70.00	225,120	90%	$22,512.00
3.	4" Sewer Line Laterals	3,144	lf	40.00	125,760	90%	$12,576.00
4.	Tie-in	8	ea	6,500.00	52,000	90%	$5,200.00
5.	Standard Manhole	9	ea	3,400.00	30,600	90%	$3,060.00
				Subtotal	**$433,480**		**$43,348.00**
Water Improvements							
6.	8" C900 Waterline	3,202	lf	46.00	147,292	90%	$14,729.20
7.	1" Water Service	104	ea	1,450.00	150,800	90%	$15,080.00
8.	Hydrant Assembly	6	ea	5,200.00	31,200	90%	$3,120.00
9.	Tie-in	9	ea	1,450.00	13,050	90%	$1,305.00
				Subtotal	**$342,342**		**$34,235.00**
Street Improvements							
10.	AC Paving (2.5" Asphalt - Interior Streets	4,324	tons	150.00	648,600	90%	$64,860.00
11.	AG Base (9" Class 2 - Interior Streets)	2,912	cy	120.00	349,440	90%	$34,944.00
12.	Rolled Curb	5,978	lf	40.00	239,120	90%	$23,912.00
13.	6" Curb and Gutter	409	lf	65.00	26,585	90%	$2,658.50
14.	4" Thick Sidewalk	7,387	sf	6.00	44,322	90%	$4,432.20
15.	Street Lights	9	ea	10,000.00	90,000	100%	
16.	Street Name Signs	1	ea	300.00	300	100%	
17.	Driveways	11,440	sf	9.00	102,960	90%	$10,296.00
				Subtotal	**$1,501,327**		**$141,102.70**



Total	**$2,713,892.00**	**$262,360.00**
20% Contingency	**$542,778.00**	
Total Estimate		**$3,256,670.00**
Work Completed		**$2,451,532.00**
Work Remaining		**$805,138.00**