

DOC# 2024-0063366

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Clerk of the Board of Supervisors
County of Tulare
2800 West Burrel Avenue
Visalia, CA 93291

12/19/2024

09:19 AM

Titles: 1 Pages: 12

Fees	\$0.00
Transfer Tax	\$0.00
CA SB2 Fee	\$0.00
Total	\$0.00

Affects APN 184-030-024

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code § 27383.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into as of December 17, 2024, by and between GAMALIEL AGUILAR, hereinafter referred to as the "Subdivider," and the COUNTY OF TULARE, a political subdivision of the State of California, hereinafter referred to as the "County." Subdivider and County are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. The Subdivider has filed with the Board of Supervisors the Final Map of Subdivision Tract No. TSM 20-001 (the "Subdivision" or "Project") for approval.
- B. The land that is the subject of said Subdivision is identified as Tulare County Assessors' Parcel Number 184-030-024 and is described and depicted in the attached **Exhibit A** (the "Land").
- C. On May 13, 2020, the Tulare County Board of Supervisors passed Resolution 9733, approving a tentative subdivision map of the Project ("Resolution"). Said Resolution is incorporated herein by reference. Condition 8 of the Resolution qualified approval of the tentative map on Subdivider's completion of certain improvements, and said improvements have not been completed.
- D. Since the improvements in Condition 8 of the Resolution have not been completed, Section 66462 of the Government Code requires the Subdivider to enter into an agreement with County to complete said improvements;

NOW, THEREFORE, THE PARTIES AGREE as follows:

1. The Subdivider hereby agrees to complete all required improvements in the Subdivision in accordance with the conditions of approval of the Resolution for the Subdivision (the "Improvements") and the requirements and standards set forth in Section 7-01-1000 through 7-01-2855 of the Ordinance Code of Tulare County (the "Improvement Plans").

2. All Improvements shall be completed within twelve (12) months of the effective date of this Agreement. Subdivider's failure to complete the improvement by this date will give County

the right, but not the obligation, to complete the Improvements at Subdivider's expense, including use of the security furnished by Subdivider hereunder.

3. The Subdivider shall make all necessary arrangements for the relocation of all overhead and underground utility facilities that interfere with the improvement work to be performed by the Subdivider. The Subdivider shall also make necessary arrangements with the serving utility company for the costs of relocating such facilities as no portions of the relocation costs will be paid by the County.

4. The Subdivider shall repair any damage to public streets or any other public property or improvements which results from or is incidental to the construction of the required Improvements in said Subdivision or, in lieu of making such repairs, the Subdivider shall pay to the County the full cost of making such repairs.

5. Approval of this Agreement by County does not release Subdivider of its responsibility to correct mistakes, errors, or omissions in the Improvement Plans. If, at any time, in the opinion of the County Public Works Director or his or her designee, in his or her reasonable discretion, the Improvement Plans are deemed inadequate in any respect Subdivider agrees to make such modifications, changes or revisions as necessary in order to complete the work in a good and workmanlike manner in accordance with this Agreement.

6. Subdivider shall fully comply with all federal, state, and local laws, ordinances and regulations, including the Subdivision Ordinance, in the performance of this Agreement. Subdivider shall, at its own cost and expense, obtain all necessary permits and licenses for the work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the development on the said Land. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits shall be furnished to the County Public Works Director or his or her designee upon request.

7. The Subdivider agrees to hold harmless, defend and indemnify the County and its officers and employees from any claims, liabilities, losses, penalties, injuries, awards, damages, attorneys' fees and related costs and expenses of any kind or nature (collectively, "Claims") arising out of this Agreement or alleged to have been caused by or arisen out of the work performed by the Subdivider or any of Subdivider's contractors, subcontractors, agents, officers, or employees pursuant to this Agreement. The aforementioned indemnity shall apply regardless of whether or not County has prepared, supplied, or approved plans and/or specifications for the work or Improvements and regardless of whether any insurance required under this Agreement is applicable to any Claims. The County does not and shall not waive any of its rights under this indemnity provision because of its acceptance of the bonds or insurance required under the provisions of this Agreement. Subdivider's obligation to indemnify County shall survive the expiration or termination of this Agreement.

8. Before approval of this Agreement by County, Subdivider must file with the Tulare County Public Works Director or his or her designee evidence of the required insurance coverage as set forth in the attached **Exhibit B**.

9. The Subdivider or his Contractor(s) shall obtain an encroachment permit from the County or State for any work that is to be done within any County or State maintained road right of way or easements that are located outside of the boundary of said Subdivision.

10. The Subdivider agrees to furnish security which complies with Section 66499 et seq. of the Government Code, in such amounts as are fixed by the Board of Supervisors of the County, to guarantee the faithful performance of this Agreement and to guarantee payment to contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the work under this Agreement at the time of execution of this Agreement.

11. Inspecting of the work and/or materials, or approval of work and/or materials, or a statement by an officer, agent or employee of the County indicating the work complies with this Agreement, or acceptance of all or any portion of the work and/or materials, or payments thereof, or any combination of all of these acts shall not relieve Subdivider of its obligation to fulfill this Agreement; nor is the County by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement.

12. Neither Subdivider nor Subdivider's contractors, subcontractors, agents, officers, or employees are agents, partners, joint venturers, or employees of County, and the Subdivider's relationship to the County, if any, arising herefrom is strictly that of an independent contractor. Subdivider's contractors and subcontractors are exclusively and solely under the control and dominion of Subdivider. Further, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties under this Agreement.

13. This Agreement is binding on all heirs, assigns, and successors in interest. No assignment of this Agreement may be made without the express written consent of the County.

[Remainder of page intentionally blank]

14. (a) Except as may be otherwise required by law, any notice to be given under this Agreement must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

TULARE COUNTY RESOURCE
MANAGEMENT AGENCY
5961 S. Mooney Blvd
Visalia, CA 93277
Phone No.: 559-624-7000
Fax No.: 559-615-3005

WITH A COPY TO:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559-733-6318

SUBDIVIDER

Gamaliel Aguilar
13198A Avenue 232
Tulare, CA 93274
Phone No. 559-280-9410

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

15. Subdivider represents and warrants to County that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind Subdivider to its terms. Subdivider acknowledges that County has relied upon this representation and warranty in entering into this Agreement.

16. This Agreement pertains to and shall run with the Land. Upon execution, this Agreement shall be recorded in the Official Records of Tulare County.

17. The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"Subdivider"



Gamaliel Aguilar

"County"

COUNTY OF TULARE

By _____
Chair, Board of Supervisors

ATTEST: JASON T. BRITT,
County Administrative Officer/Clerk
of the Board of Supervisors

By _____
Deputy Clerk

APPROVED AS TO FORM
COUNTY COUNSEL

By _____
Deputy
Matter No. 20231326

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENTS

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.

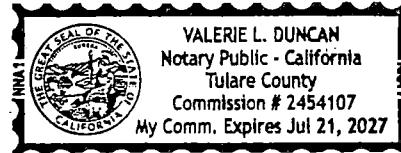
STATE OF CALIFORNIA)
) ss.
COUNTY OF Tulare)

On March 7, 2024, 2023, before me, Valerie L. Duncan, a Notary Public, personally appeared Gamaliel Aguilar, 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(ies) 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.

Valerie L. Duncan
NOTARY PUBLIC



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)
) ss.
COUNTY OF)

On _____, 2023, before me, _____, a Notary Public, personally appeared _____, 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(ies) upon behalf of which the person(s) acted, executed the instrument.

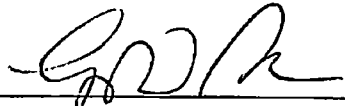
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

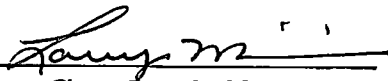
"Subdivider"



Gamaliel Aguilar

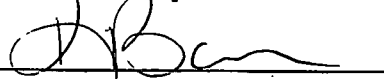
"County"

COUNTY OF TULARE

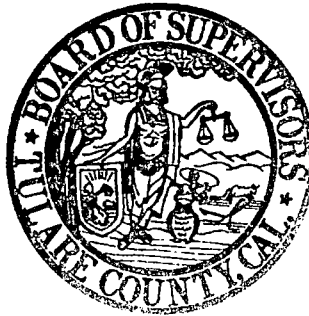
By 

Chair, Board of Supervisors


ATTEST: JASON T. BRITT,
County Administrative Officer/Clerk
of the Board of Supervisors

By 

Deputy Clerk



APPROVED AS TO FORM
COUNTY COUNSEL

By 

Deputy
Matter No. 20231326

ACKNOWLEDGMENT

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

State of California
County of Tulare)

On December 17, 2024 before me, Kirsten Bain, Notary Public
(insert name and title of the officer)

personally appeared Larry Micari,
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 KB (Seal)

TRACT NO. 20-001

OWNER'S STATEMENT

I HEREBY STATE THAT I AM THE OWNER OF OR HAVE A RECORD TITLE INTEREST IN THE REAL PROPERTY PROPOSED TO BE SUBDIVIDED AS SHOWN ON THIS MAP, AND THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, AND I HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINES, AND I HEREBY CONSENT TO THE RECORDED OF SAID MAP.

AN IRREVOCABLE OFFER OF DEDICATION IN EASEMENT FOR PUBLIC PURPOSES FOR THE REAL PROPERTY DESCRIBED BELOW: 30 FOOT WIDE IRREVOCABLE OFFER OF DEDICATION ALONG THE EAST 30 FEET OF LOTS 1, 4, AND 5 OF THIS MAP.

GAMALIEL AGUILAR
GAMALIEL AGUILAR

7-9-24
DATE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OF OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF TULARE

ON 7/8/24, BEFORE ME, VALERIE DE LOS SANTOS, NOTARY PUBLIC, PERSONALLY

APPEARED GAMALIEL AGUILAR, 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/IT/HEY EXECUTED THE SAME IN HIS/HER/IT/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/HER SIGNATURE(S) ON THIS 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.

SIGNATURE OF NOTARY: [Signature]
PRINTED NAME: VALERIE DE LOS SANTOS

COUNTY OF TULARE
MY COMMISSION No. 2457831 MY COMMISSION EXPIRES: 8/06/27

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OF OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Tulare

ON 06/28/2024, BEFORE ME, Kelly D. Pennington, NOTARY PUBLIC, PERSONALLY

APPEARED Sherry Munger, 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/IT/HEY EXECUTED THE SAME IN HIS/HER/IT/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/HER SIGNATURE(S) ON THIS 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.

SIGNATURE OF NOTARY: [Signature]
PRINTED NAME: Kelly D. Pennington

COUNTY OF Tulare
MY COMMISSION No. 2858535 MY COMMISSION EXPIRES: June 19, 2025

TRUSTEE STATEMENT

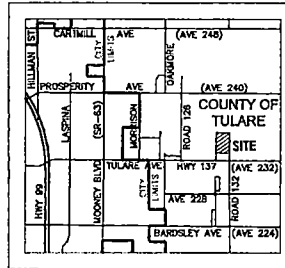
CHICAGO TITLE COMPANY, TRUSTEE OF THE DEED OF TRUST RECORDED APRIL 26, 2017 AS DOCUMENT NO. 2017-022322 OF TULARE COUNTY OFFICIAL RECORDS AND TRUSTEE OF DEED OF TRUST RECORDED JULY 20, 2017 AS DOCUMENT NO. 2017-0241231 OF TULARE COUNTY OFFICIAL RECORDS.

BY: Sherry Munger
NAME: Sherry Munger
TITLE: AVP

RIGHT TO FARM NOTICE

IT IS THE DECLARED POLICY OF TULARE COUNTY TO CONSERVE, ENHANCE AND ENCOURAGE AGRICULTURAL OPERATIONS WITHIN THE COUNTY. RESIDENTS OF PROPERTY ON OR NEAR AGRICULTURAL LAND SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES AND DISCOMFORT ASSOCIATED WITH AGRICULTURAL OPERATIONS, INCLUDING, BUT NOT NECESSARILY LIMITED TO: NOISE, ODORS, DUSTS, SHOCK, VIBRATION, OPERATION OF MACHINERY (INCLUDING ANCHORS) DURING ANY 24 HOUR PERIOD, STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES. CONSISTENT WITH THIS POLICY, CALIFORNIA CIVIL CODE SECTION 3482.5 PROVIDES THAT NO AGRICULTURAL OPERATION, AS DEFINED AND LIMITED BY THAT SECTION, CONDUCTED AND MAINTAINED FOR COMMERCIAL PURPOSES, AND IN A MANNER CONSISTENT WITH PROPER AND ACCEPTED CUSTOMS AND STANDARDS, AS ESTABLISHED AND FOLLOWED BY SIMILAR AGRICULTURAL OPERATIONS IN THE SAME LOCALITY, SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, DUE TO ANY CHANGED CONDITION IN OR ABOUT THE LOCALITY, AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN THREE YEARS IF IT WAS NOT A NUISANCE AT THE TIME IT BEGAN.

BEING A DIVISION OF PARCEL 2 OF PARCEL MAP NO. 2472 ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 25 PAGE 7A OF PARCEL MAP OF TULARE COUNTY RECORDS LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN IN THE COUNTY OF TULARE, STATE OF CALIFORNIA.



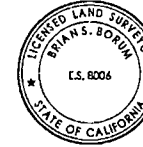
VICINITY MAP
N.T.S.

EASEMENTS AFFECTING SUBJECT PROPERTY

1. AN EASEMENT FOR ROAD PURPOSES RECORDED BOOK 84 PAGE 417 OF OFFICIAL RECORDS (NOT PLOTTABLE)
2. AN EASEMENT FOR S.C.E. RECORDED DECEMBER 11, 1947 NO. 31627 OF OFFICIAL RECORDS
3. AN EASEMENT PUBLIC UTILITIES AS SHOWN ON PARCEL MAP 2472 BOOK 25 OF PARCEL MAPS AT PAGE 731C

FLOOD HAZARD INFORMATIONAL NOTE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR COMMUNITY NO. 463866 DATED 6-16-2009, PANEL NO. 06107C12756, THE PROPERTY SHOWN ON THIS MAP LIES WITHIN FLOOD X (SHADED), HAVING A 0.2 PERCENT ANNUAL CHANCE FLOOD HAZARD, WHICH FLOOD ZONE DOES NOT REQUIRE MITIGATION MEASURES



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYOR MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GAMALIEL AGUILAR AUGUST 2022. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I ALSO HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RE-TRACTED. THE MONUMENTS NOT SET, WILL BE SET WITHIN ONE YEAR OF RECORDED OF THIS MAP.

Brian S. Borum, L.S. 8006
BRIAN S. BORUM, L.S. 8006

10-2-23
DATE



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE I HAVE EXAMINED THE MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT

ROBERT ABRAHAMIAN, PLS 9388
COUNTY SURVEYOR

Rob. Abrahamian 11/19/2024
DATE

PUBLIC WORKS DIRECTOR'S STATEMENT

I HEREBY STATE THAT ALL PROVISIONS OF DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND CHAPTER 1 OF PART 18 OF THE ORDINANCE CODE OF TULARE COUNTY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

Reed Schenck 8/19/2024
REED SCHENCK, DIRECTOR DATE

PLANNING AND DEVELOPMENT DIRECTOR'S STATEMENT

I HEREBY STATE THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF.

Michael W. Waffman 11/19/2024
MICHAEL W. WAFFMAN, ASSOCIATE DIRECTOR DATE

BOARD OF SUPERVISORS' STATEMENT

J. JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED THIS _____ DAY OF _____, 20____
JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS
BY: _____
DEPUTY CLERK

BOARD OF SUPERVISORS' STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE TULARE COUNTY BOARD OF SUPERVISORS HELD ON THE _____ DAY OF _____, 20____ AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION.

WITNESS MY HAND AND OFFICIAL SEAL OF THE COUNTY OF TULARE
THIS _____ DAY OF _____, 20____
JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER / CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY CLERK

RECORDER'S STATEMENT

DOCUMENT NO. _____ FEE PAID _____

FILED THIS _____ DAY OF _____, 20____ AT _____ M.
IN BOOK _____ OF MAPS, AT PAGE _____, TULARE COUNTY RECORDS
AT THE REQUEST OF BORUM LAND SURVEYING INC.

TARA K. FREITAS, CPA
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY

BLS
Borum Land Surveying Inc.
www.borumlandsurveying.com

TRACT NO. 20-001

BEING A DIVISION OF PARCEL 2 OF PARCEL MAP NO. 2472 ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 25 PAGE 73 OF PARCEL MAP OF TULARE COUNTY RECORDS LOCATED IN A PORTION OF THE SOUTH-EAST QUARTER OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN IN THE COUNTY OF TULARE, STATE OF CALIFORNIA.

LEGEND

- INDICATES FOUND AND ACCEPTED MONUMENT AS NOTED
 - SET 5/8" REBAR WITH CAP IS 8004 DOWN 0.5 FEET UNLESS NOTED OTHERWISE
 - [] RECORD DATA PER PARCEL MAP RECORDED IN BOOK 39 OF PARCEL MAPS PAGE 44 TCR OR CALCULATED THEREFROM
 - [] RECORD DATA PER PARCEL MAP RECORDED IN BOOK 42 OF PARCEL MAPS PAGE 37 TCR
 - [] RECORD DATA PER PARCEL MAP RECORDED IN BOOK 25 OF PARCEL MAPS PAGE 73 TCR
 - [] RECORD DATA PER PARCEL MAP RECORDED IN BOOK 2 OF PARCEL MAPS PAGE 72 TCR
 - [] SUBJECT PARCEL BOUNDARY
 - EASEMENT TO SOUTHERN CALIFORNIA Edison RECORDED DEC. 11, 1947 FILE NO. 31627, VOL. 1276, PG. 2'S, TCR
 - (U) 30.00 FOOT IRREVOCABLE OFFER TO THE COUNTY OF TULARE AND A P.V.A.E. IN FAVOR OF THE LOTS 1-6 PER THIS MAP
 - P.V.A.E. PRIVATE VEHICULAR ACCESS EASEMENT
 - FD FOUND
 - TCR TULARE COUNTY RECORDS
 - TCOR TULARE COUNTY OFFICIAL RECORDS
- ALL DISTANCES IN FEET OR DECIMALS THEREOF

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS BETWEEN TWO FOUND MONUMENTS ON THE NORTH LINE OF THE SOUTH-EAST QUARTER OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 15 EAST M.D.M. AS SHOWN ON PARCEL MAP 3841 RECORDED IN BOOK 39 OF PARCEL MAPS AT PAGE 44 OF TULARE COUNTY RECORDS AND BEARS NORTH 89°58'40" EAST.

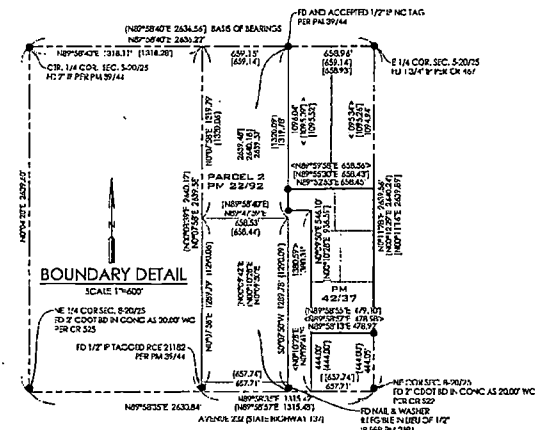


EXHIBIT B INSURANCE REQUIREMENTS

During the term of the Agreement to which this Exhibit is attached, SUBDIVIDER shall maintain at its cost and expense the following insurance coverage against Claims (as that term is defined in section 8 of the Agreement), including Claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work and the results of that work by the SUBDIVIDER, its contractors, agents, representatives, employees or subcontractors.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the SUBDIVIDER has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies, it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims-made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. SUBDIVIDER must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the SUBDIVIDER including material, parts, or equipment furnished in connection with such work or operations.*

- b. For any claims related to this Project, the SUBDIVIDER's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees, or volunteers shall be excess of the SUBDIVIDER's insurance and shall not contribute with it.*
 - c. SUBDIVIDER hereby grants to COUNTY a waiver of any right to subrogation that any insurer of SUBDIVIDER may acquire against the COUNTY by virtue of the payment of any loss under such insurance. SUBDIVIDER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this less of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*
 - d. Each insurance policy required by the Agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the SUBDIVIDER, its employees, agents and subcontractors. SUBDIVIDER waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the COUNTY Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the SUBDIVIDER shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.