

DOC# 2024-0033034

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
COUNTY OF TULARE
5961 S. Mooney Blvd
Visalia, California 93277
Attention: Resources Management Agency

07/24/2024

09:25 AM

Titles: 1 Pages: 13

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

Affects APN 184-030-028

(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 July 23, ²⁰²⁴~~2023~~, by and between DOUGLAS CANBY and KRISTIE CANBY, Trustees of the DOUGLAS CANBY and KRISTIE CANBY REVOCABLE TRUST, 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 for Subdivision Tract No. 810 (the "Subdivision" or "Project") for approval.
- B. The land that is the subject of said Subdivision is identified as Tulare County Assessors' Parcel Number 184-030-028 and is described and depicted in the attached **Exhibit A** (the "Land").
- C. Certain improvements are required to be made by the Subdivider in said Subdivision in accordance with the approved Tentative Map of said Subdivision and said improvements have not been completed.
- D. If said improvements have not been completed, Section 66462 of the Government Code provides that as a condition precedent to the approval of the final Map, the Board of Supervisors shall require the Subdivider to enter into an agreement 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 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") as said requirements and standards read at the time of approval or conditional approval of the Tentative Map of said Subdivision.

2. All of the required Improvements shall be completed within twelve (12) months of the execution date of the Agreement. If the Improvements are not completed on or before said date,

then County shall have 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 public utility facilities that interfere with the improvement work to be performed by the Subdivider. The Subdivider shall also make necessary arrangements with the serving public 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. County shall not be responsible or liable for the maintenance or care of the Improvements until County formally approves and accepts them in accordance with its policies and procedures. County shall exercise no control over the Improvements until approved and accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Subdivider at all times prior to County's acceptance of the Improvements. Subdivider shall maintain all the Improvements in a state of good repair until they are completed by Subdivider and approved and accepted by County. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to County; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Subdivider's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by County. If Subdivider fails to properly prosecute its maintenance obligation under this Section 5, then County may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Subdivider and its surety under this Agreement. County shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance. Notwithstanding the above, Subdivider shall make available for public use any streets, curbs, gutters, sidewalks or walkways, streetlights, street furniture, storm drain improvements, fire hydrants, and any other facilities intended for general public use, which are installed, altered or affected by the work, as soon as they can be safely placed in service.

6. 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.

7. Subdivider shall fully comply with all federal, state, and local laws, ordinances and regulations, including the Tulare County 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.

8. 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.

9. 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**.

10. 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.

11. 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.

12. Within thirty (30) days after the Subdivider notifies the Tulare County Public Works Director or his or her designee that the required work has been completed, the Tulare County Public Works Director or his or her designee shall inspect such work and, if such has been performed in the required manner, he or she shall advise the Board of Supervisors that the Improvements are complete and are ready for acceptance by the County. Subdivider hereby grants permission to the County or its authorized agents to enter upon the Land for the purpose of inspection of any and all improvements constructed or installed under this Agreement.

13. Inspection of work and/or materials, or approval of work and/or materials, or a statement by an officer, agent or employee of the County indicating that materials or work performed pursuant to this Agreement complies with the terms of the Agreement, or acceptance of any or all such work 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.

14. Without limiting the foregoing, Subdivider expressly warrants and guarantees all work and all materials used in the work for a period of one year after the date of recordation of the notice of acceptance of the Improvements in accordance with Section 12. If, within this one-year period, any Improvement or part of any Improvement installed or constructed, or caused to be installed or constructed by Subdivider, or any of the work, fails to fulfill any of the requirements of the Improvement Plans or this Agreement, Subdivider shall, without delay and without cost to County, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or Improvement to the satisfaction of the County Public Works Director or his or her designee. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the situation require repairs, replacements or reconstruction to be made before Subdivider can be notified, County may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Subdivider shall pay to the County upon demand the actual cost of such repairs, replacements or reconstruction plus 25 percent.

15. Subdivider shall furnish and deliver a warranty bond in the amount of ten percent of the value of the Improvements upon acceptance and final approval of the Improvements and prior to release of the entirety of the Performance Bond. The bond shall be in a form acceptable to the County Counsel and shall guarantee and warranty the work for a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

16. 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.

17. 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.

18. (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.: 559-730-2653

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

DOUGLAS CANBY and KRISTIE CANBY REVOCABLE TRUST
2335 North M Street
Tulare, CA 93274

(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.

19. 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.

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

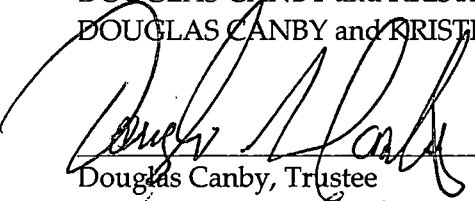
21. The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.


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

[Remainder of page intentionally blank]

"Subdivider"

DOUGLAS CANBY and KRISTIE CANBY, Trustees of the
DOUGLAS CANBY and KRISTIE CANBY REVOCABLE TRUST


Douglas Canby, Trustee

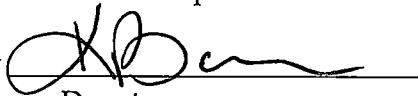

Kristie Canby, Trustee

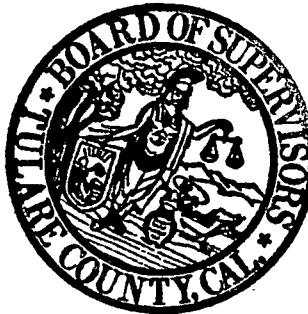
"County"

COUNTY OF TULARE

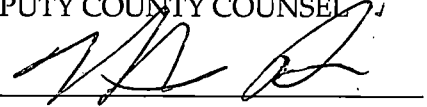
By 
Chair, Board of Supervisors

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

By 
Deputy



APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL

By 
Matter No. 2023281

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 July 23, 2024 before me, Kirsten Bain, Notary Public
(insert name and title of the officer)

personally appeared Larry Micari, Chair Board of Supervisors,
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.

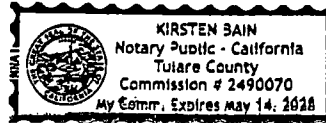
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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

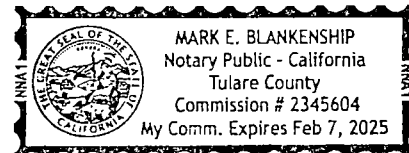
County of Tulare

On 07/17/2024 before me, Mark E. Blankenship, Notary Public (insert name and title of the officer), personally appeared Douglas Canby, 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)



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 07/17/2024 before me, Mark E. Blankenship, Notary Public (insert name and title of the officer), personally appeared Kristie Canby, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)

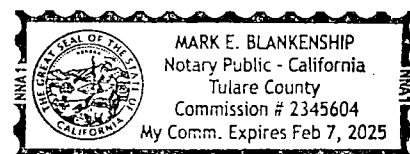


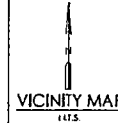
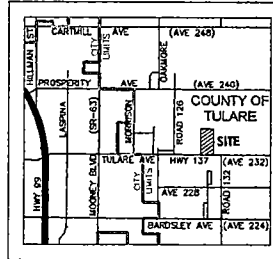
EXHIBIT A

[Insert legal description and plat of subdivision]

TRACT NO. 810

BEING A DIVISION OF PARCEL 1 AND 2 OF PARCEL MAP NO. 3841, RECORDED IN BOOK 39 OF PARCEL MAPS AT PAGE 44 OF TULARE COUNTY RECORDS AND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 20 SOUTH RANGE 23 EAST MOUNT DIABLO MERIDIAN IN THE COUNTY OF TULARE STATE OF CALIFORNIA.

EXCEPTING THEREFROM, THAT PORTION OF SAID PARCEL 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2, THENCE NORTH 89° 58' 30" EAST, ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 658.44 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2, THENCE SOUTH 00° 10' 29" WEST, ALONG THE EAST LINE OF SAID PARCEL 2, A DISTANCE OF 200.00 FEET; THENCE SOUTH 54° 43' 59" WEST, A DISTANCE OF 281.39 FEET; THENCE SOUTH 09° 58' 57" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 54° 29' 18" WEST, A DISTANCE OF 249.42 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2, THENCE NORTH 00° 08' 39" EAST, ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.



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 SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DOUGLAS CANBY JANUARY 2022. I HEREBY CERTIFY THAT THE PARCEL 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 THIS STATE TO BE REPRODUCED. THE MONUMENTS NOT YET SET, WILL BE SET WITHIN ONE YEAR OF RECORDATION OF THIS MAP.

DRAFT

BRIAN S. BORUM, L.S. 8006

DATE

COUNTY SURVEYORS STATEMENT

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

ROBERT A. BRANAMAN, PLS 9388
COUNTY SURVEYOR

BY: DONN W. DWYER, L.S. 8637
LAND SURVEYOR

DATE

PUBLIC WORKS DIRECTORS 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 VII OF THE ORDINANCE CODE OF TULARE COUNTY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

REED SCHERKE, 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 WASHAM, ASSOCIATE DIRECTOR DATE

BOARD OF SUPERVISOR'S STATEMENT

I, JASON T. BRIT, 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 THE _____ DAY OF _____, 20__

JASON T. BRIT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE PAID: _____

FILED THIS _____ DAY OF _____, 20__ AT _____, _____.

IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, TULARE COUNTY RECORDS

AT THE REQUEST OF BRIAN S. BORUM, LAND SURVEYOR.

TARA K. FREITAS
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY

BLS
Borum Land Surveying Inc.
www.borumlandsurveying.com

JOB: 2021/48 JANUARY 2022 SHEET 1 OF 2

OWNER'S STATEMENT

I HEREBY STATE THAT I AM THE OWNER OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS PARCEL MAP, AND THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND I CONSENT TO THE MAKING AND FILING OF SAID PARCEL MAP AS SHOWN WITHIN THE BOLD BORDER LINES HEREON, FOR THE SPECIFIED PURPOSES.

FOR DOUGLAS CANBY AND KRISTIE CANBY REVOCABLE TRUST

BY: DOUGLAS CANBY

DATE

BY: KRISTIE CANBY

DATE

NOTARY ACKNOWLEDGMENT

I, NOTARY PUBLIC, OR OTHER OFFICIAL 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

ON _____, BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY

APPEARED _____ DOUGLAS CANBY AND KRISTIE CANBY, 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/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIM/HER/IT/HER 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.

SIGNATURE OF NOTARY: _____

PRINTED NAME _____

COUNTY OF _____

MY COMMISSION NO. _____

MY COMMISSION EXPIRES: _____

EASEMENTS AFFECTING SUBJECT PROPERTY

1. AN EASEMENT FOR ROAD PURPOSES RECORDED IN BOOK 984 PAGE 406 OF TCR
2. AN EASEMENT FOR INGRESS AND EGRESS RECORDED IN BOOK 3254 PAGE 725 TCR
3. AN EASEMENT FOR PRIVATE VEHICULAR ACCESS SHOWN ON PARCEL MAP 2191 RECORDED IN BOOK 22 OF PARCEL MAPS AT PAGE 92 TCR
4. AN EASEMENT TO SOUTHERN CALIFORNIA Edison RECORDED IN BOOK 2221 PAGE 144 TCR
5. AN EASEMENT TO SOUTHERN CALIFORNIA Edison RECORDED IN BOOK 2471 PAGE 349 TCR

FLOOD HAZARD INFORMATIONAL NOTE

AS DELINEATED ON THE "FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR COMMUNITY NO. 065604 DATED 6-1-2009, PANEL NO. 06107C12735, THE PROPERTY SHOWN ON THIS MAP LIES WITHIN ZONE X (SHADED), HAVING A 0.2 PERCENT ANNUAL CHANCE FLOOD HAZARD, WHICH FLOOD ZONE DOES NOT REQUIRE MITIGATION MEASURES.

RIGHT TO FARM NOTICE

IN ACCORDANCE WITH SECTION 0114040 OF THE CITY OF TULARE ORDINANCE CODE, AND AS A CONDITION OF APPROVAL OF THE ABOVE REFERENCED PARCEL MAP, SUBDIVISION MAP, OR USE PERMIT, THE OWNERS HEREBY ACKNOWLEDGE THAT:

IF THE PROPERTY IN WHICH YOU ARE TAINING AN INTEREST IS LOCATED ADJACENT TO AGRICULTURAL LANDS OR OPERATIONS, OR IS INCLUDED WITHIN AN AREA ZONED FOR AGRICULTURAL PURPOSES, YOU MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORT ARISING FROM SUCH OPERATIONS INCLUDING, BUT NOT LIMITED TO: NOISE, ODORS, FUMES, DUST, SMOKE, PESTICIDES, OPERATIONS OF MACHINERY (INCLUDING AIRCRAFT) DURING ANY DANGEROUS PERIOD, STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION (BY SPRAYING OR OTHERWISE) OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, PESTICIDES, AND PESTICIDES. ONE OR MORE OF THE INCONVENIENCES DESCRIBED HEREIN MAY OCCUR AS A RESULT OF ANY SUCH AGRICULTURAL OPERATION IN COMPLIANCE WITH EXISTING LAWS AND REGULATIONS AND ACCEPTED CUSTOMS AND STANDARDS. IF YOU LIVE ADJACENT TO AN AGRICULTURAL OPERATION, YOU SHOULD BE PREPARED TO ACCEPT SUCH INCONVENIENCES AND DISCOMFORT AS A NORMAL AND NECESSARY ASPECT OF LIVING IN A CITY WITH A STRONG RURAL CHARACTER AND AN ACTIVE AGRICULTURAL SECTOR IN THE REGION.

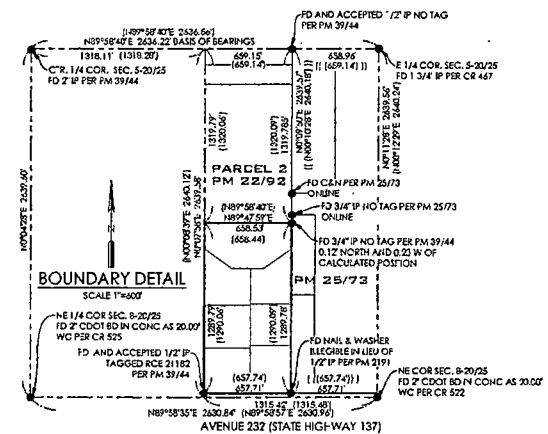
BEING A DIVISION OF PARCEL 1 AND 2 OF PARCEL MAP NO. 3841 RECORDED IN BOOK 39 OF PARCEL MAPS AT PAGE 44 OF TULARE COUNTY RECORDS AND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 20 SOUTH RANGE 25 EAST MOUNT DIABLO MERIDIAN IN THE COUNTY OF TULARE STATE OF CALIFORNIA.

EXCEPTING THEREFROM, THAT PORTION OF SAID PARCEL 2, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE, NORTH 85° 58' 48" EAST,
 ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 538.44 FEET TO THE NORTHEAST
 CORNER OF SAID PARCEL 2; THENCE, SOUTH 00° 10' 20" WEST, ALONG THE EAST LINE OF SAID
 PARCEL 2, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; THENCE, A DISTANCE OF 50
 FEET, THENCE, SOUTH 85° 58' 48" WEST, A DISTANCE OF 250.00 FEET; THENCE, NORTH 54° 20' 18"
 WEST, A DISTANCE OF 249.62 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2; THENCE,
 NORTH 00° 07' 39" EAST, ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 200.00 FEET TO
 THE POINT OF BEGINNING.

○ INDICATES FOUND MONUMENT AS NOTED
 SET 5/8" REBAR WITH CAP IS 2006 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 25 OF PARCEL MAPS PAGE 73 TCR
 [] RECORD DATA PER PARCEL MAP RECORDED IN BOOK 22 OF PARCEL MAPS PAGE 92 TCR OR CALCULATED THEREFROM
 Dd RECORD DATA PER LOT LINE ADJUSTMENT PLA 91-071 RECORDED AS DOCUMENT NO. 92-007626
 SUBJECT PARCEL BOUNDARY
 FOUND
 TCR TULALPE COUNTY RECORDS
 P.U.E. PUBLIC UTILITY EASEMENT

ALL DISTANCES IN FEET OR DECIMALS THEREOF

THE BASE OF BEARING IS BETWEEN TWO FOUND MONUMENTS ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 25 EAST M.C.M. AS SHOWN ON PARCEL MAP 3541 RECORDED IN BOOK 39 OF PARCEL MAPS AT PAGE 44 OF TULARE COUNTY RECORDS AND BEARS NORTH 83°58'40" EAST.



BOUNDARY DETAIL

SCALE 1"

SCALE: 1" = 100'

//BLS
Borum Land Surveying Inc.
www.borumlandsurveying.com

JOB: 202 47 JANUARY 2022 SHEET 2 OF 2

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.