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CITY OF KERMAN
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**CITY OF KERMAN
SUBDIVISION AGREEMENT
FINAL MAP OF TRACT NO. 6430**

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**CITY OF KERMAN
SUBDIVISION AGREEMENT
FINAL MAP OF TRACT NO. 6430**

THIS SUBDIVISION AGREEMENT (the "Agreement") is entered into on this ____ day of _____ 2025, (the "Effective Date") by and between CITY OF KERMAN, a municipal corporation, hereinafter referred to as "CITY," and WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999 and hereinafter referred to as "OWNER," without regard for number or gender (individually a "Party," and collectively, the "Parties").

RECITALS

A. OWNER has filed with CITY the Final Map of Tract No. 6430 constituting a proposed division of land (the "Property") owned by OWNER and located within the corporate limits of CITY, and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. A copy of said Final Map is on file with the City Clerk.

B. Pursuant to Chapter 16.28 and other applicable provisions of the Kerman Municipal Code, CITY has conducted the appropriate environmental review of the proposed subdivision, the Planning Commission of CITY has determined that the proposed subdivision is consistent with CITY'S General Plan in that the proposed land use is compatible with the objectives, policies, land uses, and programs specified in the General Plan. The City Council of CITY, on September 25, 2024, with the adoption of Resolution No. 24-76, approved Tentative Subdivision Map No. 2023-01.

C. Pursuant to Section 16.36.010 of the Kerman Municipal Code, after approval or conditional approval of the tentative map, the subdivider may cause a final map to be prepared in accordance with a completed survey of the division of land and in substantial compliance with the approved tentative map, and in full compliance with the Subdivision Map Act and Title 16 of the Kerman Municipal Code. The final map shall meet the requirements and specifications set forth in Title 16 and Government Code Sections 66433 to 66450 of the Subdivision Map Act.

D. As a condition precedent to the acceptance and approval of the Final Map, CITY requires the dedication of all areas delineated on the Final Map of Tract No. 6430 for public street and other public purposes consistent with provisions of the Kerman Municipal Code, this Agreement, and Tentative Subdivision Map No. 2023-01.

E. OWNER is required to enter this Agreement with City whereby OWNER agrees to do, perform, and complete the work and matters required as Conditions of Approval for Tentative Subdivision Map No. 2023-01 in accordance with Kerman Municipal Code 16.04.020 and Government Code Sections 66462 and 66462.5 of the Subdivision Map Act within the time specified in this Agreement.

F. OWNER is required to construct and install Improvements (defined below), including sewer; water; storm drainage; concrete curbs, gutters, sidewalks and driveway

approaches; street lighting; street paving; walls and fences; landscaping; irrigation; traffic signals; and other improvements; and perform grading; all as shown on the Improvement Plans for Tract No. 6430, prepared by Lars Andersen & Associates, the engineer of record for Tract No. 6430, and approved by CITY, which Improvement Plans are on file with the City Engineer.

G. OWNER desires to develop the Property by constructing and installing the Improvements and performing said work consistent with the Improvement Plans.

AGREEMENT

In consideration of the foregoing Recitals, which are made a substantive part of this Agreement, and for other good and valuable consideration, including approval of the Final Map of Tract No. 6430 by CITY, and the recording thereof as provided by law, the receipt and adequacy of which are hereby acknowledged, OWNER and CITY do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

A. DEFINITIONS

Wherever hereinafter used in this Agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:

1. "City Clerk" shall mean the City Clerk of CITY, or his or her duly authorized representative.
2. "City Council" shall mean the City Council of the CITY.
3. "City Engineer" shall mean the City Engineer of CITY, or his or her duly authorized representative.
4. "Inspector" shall mean the City Engineer of CITY, or his or her duly authorized representative.
5. "Development Impact Fees" shall mean the development impact fees set forth in Exhibit "B" of this Agreement.
6. "Final Acceptance of Improvements" shall mean acceptance of the Improvements (defined below), with the exceptions provided in Section F.3, by CITY.
7. "Final Map" shall mean the Final Map of Tract No. 6430 as being divided into parcels, including street areas of adjacent existing public streets to the center lines thereof.
8. "Improvements" shall mean all works of improvement, including those depicted on or required by the Improvement Plans (defined below) and the provisions of this Agreement, and may include, but not necessarily be limited to, sewer, water, street pavement, storm drainage, street lighting, concrete, fence, landscape, irrigation, grading, and traffic signal improvements.

9. "Improvement Plans" shall mean the Improvement Plans for the Final Map approved by CITY and on file with the City Engineer.

10. "Planning Commission" shall mean the Planning Commission of CITY.

11. "Standard Specifications" shall mean CITY'S Standard Specifications, including attached details and amendments thereto.

12. "Subdivision" shall mean the Final Map and/or the land described by the Final Map.

13. "Tentative Subdivision Map No. 2023-01" shall mean the Tentative Subdivision Map of Tract No. 6430 approved by the City Council, with its adoption of Resolution No. 24-76, on September 25, 2024.

B. LEGAL FOUNDATION OF AGREEMENT

This Agreement is entered into pursuant to California Government Code Section 66410 et seq. (the "Subdivision Map Act") and Title 16, Subdivisions, of the Kerman Municipal Code. The provisions of this Agreement and the Improvements to be constructed and installed pursuant to the requirements of the Subdivision Map Act, the Kerman Municipal Code, and this Agreement are necessary and proper to safeguard and serve the public health, safety and welfare.

C. DEVELOPMENT IMPACT FEES

1. Impact Fees. OWNER and CITY hereby agree that OWNER is obligated to pay Development Impact Fees for sewer and water, storm drainage, parks, and other public facilities as shown in **Exhibit "B"** attached hereto and incorporated herein by reference. In addition, OWNER agrees that OWNER is obligated to pay plan check, inspection, grading permit, building permit, encroachment permit, and similar fees as required under the Kerman Municipal Code, CITY resolutions, and other applicable law.

The fees set out in Exhibit "B" are based upon the development of the number of residential units presently proposed by OWNER. If a different number of residential units is developed, CITY reserves the right to adjust the amount of the fees to correspond to the number of residential units actually developed by OWNER, and OWNER agrees that OWNER shall be obligated to pay fees corresponding to the number of residential units OWNER, or its successors, actually develops.

Fees set forth in **Exhibit "B,"** Part I, shall be due and payable for each residential unit on the date of final inspection or the date certificate of occupancy is issued, whichever is issued first, for each residential unit unless otherwise agreed by Owner and CITY. If said fees are not paid in full at the time of the issuance of a building permit, OWNER shall enter into a covenant consistent with Government Code section 66007(c), and in a form acceptable to the CITY, to pay said fees. Such covenant shall be recorded against the property for which the building permit is being issued, and shall constitute a lien on the property for the unpaid fee. Owner shall be

responsible for the costs of the same, including reimbursing CITY for its actual costs of processing, and subsequently releasing, the covenant. If OWNER instead elects to pay said fees at the time of issuance of a building permit, then no covenant will be required.

OWNER agrees that the fee amounts set forth in **Exhibit "B"** are based upon the best information available upon the Effective Date of this Agreement, and that the final fee amounts may be greater or less than the amounts set forth in **Exhibit "B"** due to adjustments in construction costs, testing and inspection, or other unforeseen events. Final fee amounts, regarding each residential unit, will be determined by CITY prior to issuance of an occupancy permit for each residential unit.

2. Impact Fee Adjustments. CITY agrees to the fee adjustments set forth in **Exhibit "B,"** Part II, provided that OWNER constructs and installs the Improvements described in **Exhibit "B,"** Part II. In the event OWNER fails to construct any of the Improvements described in **Exhibit "B,"** Part II, on or before the "Completion of all Improvements" date, as set forth in Article II, Section D, of this Agreement, or any agreed extension of such date, CITY, in its sole discretion, and in addition to any other remedy provided in this Agreement or by law, may enter the Subdivision and construct or complete construction of the Improvements. In such event, CITY shall determine whether OWNER shall pay the construction cost or fee prevailing at the time of construction, and CITY will pursue reimbursement from OWNER, or from securities held to secure the performance of this Agreement. In addition, OWNER hereby consents to the recordation of a lien or liens against the Subdivision in an amount to secure reimbursement to CITY for amounts expended to enforce this Agreement, including, but not limited to, the costs incurred to construct the Improvements designated in this Agreement.

3. Impact Fee Reimbursements. Where OWNER has constructed facilities, or paid CITY for the construction of facilities that are over-sized, or that are constructed as master-planned facilities that are not primarily for the benefit of OWNER or the Subdivision, OWNER shall be eligible to receive reimbursement as indicated in **Exhibit "B,"** Part II, from development impact fee funds, subject to availability of such funds. The source of the reimbursement shall be selected by CITY, but in no event shall CITY be responsible for reimbursement from any source or sources other than the source or sources identified in this paragraph.

D. INDEMNIFICATION

To the greatest extent permitted by law, OWNER shall indemnify, hold harmless, and defend CITY and its officers, officials, agents, employees, consultants and volunteers from any and all claims, demands, costs, losses, damages, or liability whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage incurred by CITY, OWNER, or any other person, and from any and all claims, demands and actions in law or equity (including attorneys' fees, litigation, and legal expenses incurred by CITY or held to be the liability of CITY, including plaintiff's or petitioner's attorneys' fees if awarded in connection with CITY'S defense of its actions in any proceeding) arising or alleged to have arisen directly or indirectly from (a) the performance of, or in any way connected with, this Agreement; (b) the performance or installation of the work or Improvements by OWNER and its principals, officers, employees, agents, contractors and subcontractors; (c) the design, installation, operation, removal or maintenance of the work and Improvements; or (d) CITY'S approval of the design,

installation, operation, removal or maintenance of the work and Improvements, save and except for the sole negligence of CITY. Pursuant to Government Code Section 66474.9, OWNER shall defend, indemnify, and hold harmless CITY and its officers, officials, agents, employees, consultants and volunteers from any claim, action or proceeding against CITY and its officers, officials, agents, employees, consultants and volunteers to attack, set aside, void, or annul, an approval of CITY, the Planning Commission, or the City Council concerning the Subdivision or this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and shall cooperate fully in the defense thereof. The Parties intend that this indemnity provision shall be broadly construed to the greatest extent permitted by law.

E. INSURANCE

Throughout the life of this Agreement, OWNER shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by CITY's Risk Manager. The following policies of insurance are required:

1. COMMERCIAL GENERAL LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$3,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$3,000,000 aggregate for products and completed operations, and \$5,000,000 general aggregate.

2. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Section 1, subsection A.1 entitled "Any Auto"), with combined single limits of liability of not less than \$3,000,000 per accident for bodily injury and property damage.

3. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to OWNER), with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

4. WORKERS' COMPENSATION insurance as required under the California Labor Code.

5. EMPLOYERS' LIABILITY with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

OWNER shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and OWNER shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of CITY of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, OWNER shall provide a new certificate evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, OWNER shall file with CITY a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name CITY, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so OWNER's insurance shall be primary and no contribution shall be required of CITY. In the event claims-made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this Section relating to such coverage shall survive termination or expiration of this Agreement. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

OWNER shall have furnished CITY with the certificate(s) and applicable endorsements for ALL required insurance prior to CITY's execution of the Agreement. OWNER shall furnish CITY with copies of the actual policies upon the request of CITY Attorney or the CITY Clerk at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

The fact that insurance is obtained by OWNER or his/her/its subcontractors shall not be deemed to release or diminish the liability of OWNER or his/her/its subcontractors including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY, its officers, officials, agents, employees and volunteers, shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by OWNER or his/her/its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of OWNER, its principals, officers, agents, employees, persons under the supervision of OWNER, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If at any time during the life of the Agreement or any extension, OWNER fails to maintain the required insurance in full force and effect, the CITY may order that OWNER, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to OWNER shall be withheld until notice is received by CITY

that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement.

If OWNER should subcontract all or any portion of the services to be performed under this Agreement, OWNER shall require each subcontractor to provide insurance protection in favor of CITY, its officers, officials, employees, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with OWNER and CITY prior to the commencement of any work by the subcontractor.

F. RECORDING OF FINAL MAP AND NOTICE OF COMPLETION OF IMPROVEMENTS; INSTALLATION OF SIDEWALKS AND DRIVEWAY APPROACHES

1. Final Map. The offers of dedication of lands, rights-of-way, or easements made on the Final Map shall remain open and will not be accepted by CITY until the City Council accepts the Improvements and authorizes the recording of the Notice of Completion with the Fresno County Recorder. CITY may accept such offers in its sole discretion at any later date without further notice to OWNER.

2. Notice of Completion of Improvements. The conditions and obligations of this Agreement shall remain in full force and effect until such time as the CITY issues a written release finding that the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Fresno County Recorder. Until Final Acceptance of Improvements, and acceptance of any lands, rights of way, and easements, OWNER shall be responsible to maintain the Improvements in a safe condition and good repair. OWNER agrees that the use of any or all Improvements specified in this Agreement shall be, at all times prior to Final Acceptance of Improvements, at the sole and exclusive risk of OWNER, and the issuance of any occupancy permit by CITY for any dwelling unit completed on a Subdivision lot shall not be construed in any manner to constitute Final Acceptance of Improvements. Upon Final Acceptance of Improvements, CITY shall cause a Notice of Completion of the Improvements to be recorded in the Official Records of the County of Fresno.

3. Installation of Sidewalks, Driveway Approaches, and Street Trees. OWNER agrees to construct and install concrete sidewalks and driveway approaches and install street trees incrementally, excepting sidewalks and street trees along boundary streets and non-residential lots, upon the completion of each dwelling unit on each Subdivision lot. Sidewalks and street trees along boundary streets and non-residential lots shall be installed prior to Final Acceptance of Improvements. The City Engineer shall determine which segments of sidewalk and street trees shall be installed prior to Final Acceptance of Improvements. CITY agrees to Final Acceptance of Improvements and a Notice of Completion of Improvements, absent concrete sidewalks and driveway approaches. OWNER and CITY agree that CITY may withhold the certificate of occupancy for a dwelling unit constructed on a Subdivision lot until the concrete sidewalk and driveway approach associated with the lot are completed by OWNER to the satisfaction of the City Engineer.

G. BONDS AND OTHER SECURITY

Prior to the City Council's approval of the Final Map, or unless otherwise indicated, OWNER shall furnish to CITY performance guarantees as provided herein. Bonds or other security instruments shall be maintained in full force and effect during the term of this Agreement and may be released, in whole or in part, only upon the written approval of the CITY, whose actions shall be reasonable and consistent with the provisions of this Agreement. OWNER shall provide the following as security:

1. Performance Security. OWNER shall provide to CITY performance security in the amount of Three Million One Hundred and Sixty-Four Thousand Nine Hundred and Forty-Eight dollars (\$3,164,948), which amount is equal to one hundred percent (100%) of the estimated total cost of the Improvements, as approved by the City Engineer. Said performance security shall be in the form of (a) a bond, issued by a surety authorized to conduct business in the State of California; (b) an irrevocable letter of credit issued by a bank authorized to conduct business in the State of California and insured by the Federal Deposit Insurance Corporation; (c) cash; or (d) other security acceptable to CITY. All required securities must be in a form approved by CITY'S attorney.

2. Payment Security. OWNER shall provide to CITY payment security in the amount of One Million Five Hundred and Eighty-Two Thousand Four Hundred and Seventy-Four dollars (\$1,582,474), which amount is equal to fifty percent (50%) of the estimated total cost of the Improvements, as approved by the City Engineer. Said payment security shall be in the form of (a) a bond, issued by a surety authorized to conduct business in the State of California; (b) an irrevocable letter of credit issued by a bank authorized to conduct business in the State of California and insured by the Federal Deposit Insurance Corporation; (c) cash; or (d) other security acceptable to CITY. All required securities must be in a form approved by CITY'S attorney.

3. Warranty Security. OWNER shall remedy any defective work, labor or materials related to the Improvements, and shall pay CITY for any damage to the Improvements resulting therefrom, which occurs within a period of one (1) year from the date of Final Acceptance of Improvements. To insure OWNER complies with its obligations hereunder, upon Final Acceptance of Improvements, OWNER shall provide to CITY warranty security in the amount of Three Hundred and Sixteen Thousand Four Hundred and Ninety-Five dollars (\$316,495), twenty percent (20%) of which shall be in the form of cash deposited with CITY prior to final inspection of the Improvements by the City Engineer and Final Acceptance of the Subdivision by CITY. The balance of the warranty security shall be in the form of (a) a bond, issued by a surety authorized to conduct business in the State of California; (b) an irrevocable letter of credit issued by a bank authorized to conduct business in the State of California and insured by the Federal Deposit Insurance Corporation; (c) cash; or (d) other security acceptable to CITY. All required securities must be in a form approved by CITY'S attorney. The warranty security shall be released to OWNER, less any amount required to be used for fulfillment of the warranty, one (1) year after Final Acceptance of Improvements.

4. Cash Deposit to Secure Durable Monuments. OWNER shall deposit with CITY the amount of Two Thousand Dollars (\$2,000.00) in cash as security for placing all durable

monuments as specified by Kerman Municipal Code Sections 16.36.090 and 16.52.010. CITY shall release such cash deposit to OWNER upon determination by the City Engineer that OWNER has satisfied the provisions of Kerman Municipal Code Sections 16.36.090 and 16.52.010.

5. Cash Deposit to Secure Penalties. OWNER shall deposit with CITY the amount of Five Thousand Dollars (\$5,000.00) in cash to be drawn against by CITY for recovering costs resulting from any failure, as described below, on the part of OWNER. Upon determination by the City Engineer that OWNER has satisfactorily completed and/or complied with the matters described below, CITY shall release such cash deposit, or any portion thereof remaining, to OWNER.

a. Failure by OWNER to obtain an encroachment permit prior to beginning construction within CITY right-of-way shall cause CITY to draw a penalty of One Hundred Fifty Dollars (\$150.00).

b. Failure by OWNER to comply with any of the completion dates set forth in this Agreement shall cause CITY to draw a penalty of One Hundred Fifty Dollars (\$150.00) for every day OWNER is not in compliance with a completion date; provided, however, that CITY has not granted an extension in writing of the relevant completion date.

c. OWNER shall meet with CITY at a preconstruction meeting, at which time OWNER shall receive a list of required inspections. OWNER or its authorized representative or agent shall contact CITY and request an inspection twenty-four (24) hours in advance thereof. OWNER'S failure to do so shall cause CITY to draw a penalty of One Hundred Fifty Dollars (\$150.00) for each occurrence. Said penalty shall not release OWNER from responsibility to obtain inspection and approval of any work by CITY.

d. In the event CITY is required to re-inspect work that failed a CITY inspection or that was not ready for inspection when an inspection was called for by OWNER or its authorized representative or agent, CITY shall draw a penalty of One Hundred Fifty Dollars (\$150.00) for the first time the same work must be re-inspected, and an additional One Hundred Dollars (\$100.00) for each additional re-inspection thereafter of the same work.

e. Failure by OWNER to provide street sweeping services as set forth in this Agreement shall cause CITY to draw a penalty equal to the actual cost incurred by the CITY to remedy non-compliance by Owner.

f. Failure by OWNER to provide dust control as set forth in this Agreement shall cause CITY to draw a penalty equal to the actual cost incurred by the CITY to remedy non-compliance by OWNER.

H. MATERIALS AND LABOR

OWNER and its contractors and subcontractors shall pay for any materials, provisions and other supplies or items used in, upon, for or about the performance of the work contracted to be done pursuant to this Agreement, and for any work or labor thereon of any kind and for amounts due under the California Unemployment Insurance Code (Stats. 1953, Ch. 308) with respect to

such work or labor, and shall file with CITY, pursuant to California Labor Code Section 3800, a valid workers' compensation insurance certificate, and shall maintain a valid policy of workers' compensation insurance for the duration of the period of construction, or provide under penalty of perjury a satisfactory demonstration of exemption from coverage.

I. LIGHTING AND LANDSCAPING DISTRICT

OWNER agrees to complete annexation to or establishment of a landscaping and lighting district pursuant to the Landscaping and Lighting Act of 1972, as amended (California Streets and Highways Code Section 22500 et seq.), and to maintain lighting and publicly landscaped areas until the Final Acceptance of Improvements.

J. EASEMENTS

OWNER shall grant CITY an easement for maintenance, repair or reconstruction of any water main or sewer main or other CITY-operated improvement which is constructed outside a dedicated public street.

K. FAILURE OF PERFORMANCE

In addition to any other remedies provided in this Agreement or by law, in the event OWNER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of OWNER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of OWNER. In the event CITY seeks recourse against a security, CITY shall also have recourse against OWNER for any and all amounts necessary to complete the obligations of OWNER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorneys' fees pursuant to Government Code Section 66499.4 incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and OWNER.

L. TIME OF THE ESSENCE

The work and improvements required under this Agreement shall be performed on or before completion date set forth in Article II, Section D. Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the Parties hereto, their successors and assigns.

M. COVENANT RUNNING WITH LAND; SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective Parties. This Agreement shall be recorded in the Official Records of the County of Fresno concurrent with the recording of the Final Map, and shall constitute a covenant running with the land and an equitable servitude upon the Subdivision. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and OWNER. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by OWNER without the written consent of CITY. Successors in Interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at time of transfer.

Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

Additionally, the following covenants affect development of Subject Property: 1) right to farm 2) temporary stormwater detention basin 3) lighting and landscape district no. 1.

N. INTEGRATION; INCORPORATION OF DOCUMENTS AND EXHIBITS

Each Party acknowledges that it has read and fully understands the contents of this Agreement. This Agreement represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, and includes all documents referenced herein, including Exhibit "A," Legal Description of Property, and Exhibit "B," Development Impact Fees. The Final Map has been recorded separately, and a copy thereof is on file with the City Clerk.

O. CONDITIONS OF APPROVAL

OWNER shall comply with all conditions of approval set forth in Resolution No. 24-76, adopted by the City Council on September 25, 2024, the Standard Specifications, and the notes and requirements set forth on the Final Map, all of which are on file with the City Clerk.

OWNER has requested to defer submittals of landscape improvement plans and sewer lift station plans to a future date, following recordation of the final map. OWNER shall obtain City Engineer approval of stated plans prior to City issuance of any building permits.

OWNER is responsible for vacation of an existing 30-foot wide PG&E easement across proposed lots 8, 9, 23 to 28, 103 to 111 and 119 of the approved tentative map. OWNER shall provide documentation of easement vacation, to the satisfaction of the City, prior to issuance of any building permits.

P. APPLICABLE LAW AND VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. In performing the obligations set forth in this Agreement, OWNER shall comply with applicable laws, regulations, and rules of all local, State and federal governmental agencies having jurisdiction, including, without limitation, applicable federal and State labor standards and environmental laws and regulations. OWNER shall comply with the codes and ordinances of CITY including the Kerman Municipal Code and CITY'S building codes, as well as all regulations of the North Central Fire Protection District. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

Q. PREVAILING WAGES

OWNER shall:

1. Pay, and cause its contractors and subcontractors to pay, prevailing wages for the construction of those specific Improvements for which OWNER receives credits or reimbursements, if any, identified in Exhibit "B," and those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a)

2. Comply with any applicable provisions of California Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations. OWNER shall, and shall cause its contractors and subcontractors to, keep and retain such records as are necessary to determine that prevailing wages have been paid as may be required by law. During the construction of the Improvements, if any, that are public works, OWNER shall, and shall cause its contractors to, post at the Property the applicable prevailing rates of per diem wages. As required by Article I, Section D of this Agreement, OWNER shall indemnify, hold harmless and defend (with counsel reasonably acceptable to CITY) CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including OWNER, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq. and the implementing regulations of the Department of Industrial Relations in connection with construction of Improvements, if any, that are public works.

R. ENFORCEMENT OF OBLIGATIONS

CITY may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

S. LIMITATIONS OF LEGAL ACTS

Except as provided in Article I, Section T of this Agreement, in no event shall CITY, or its officers, officials, agents, employees, consultants and volunteers, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed OWNER'S sole legal remedy for breach or violation of this Agreement by CITY shall be a legal action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Agreement.

T. ATTORNEYS' FEES AND LEGAL EXPENSES

In the event either Party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing Party in such proceeding or action shall be entitled to recover from the other Party its reasonable attorneys' fees and legal expenses. For purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegal fees and expenses, attorney and consultant fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing Party's attorneys in the course of the representation of the prevailing Party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

U. WAIVER

The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

V. SUBORDINATION

OWNER hereby warrants that any and all Parties having record title interest in the Final Map which may ripen into a fee have subordinated to this Agreement and all such instruments of subordination, if any, are attached hereto and made a part of this Agreement.

W. CAPTIONS

Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of this Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

X. AMBIGUITIES OR UNCERTAINTIES

Any ambiguity or uncertainty herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of this Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code Section 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

Y. SEVERABILITY OF PROVISIONS

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

All of the Improvements and work and materials shall be performed, installed and provided in strict accordance with the Standard Specifications, which are incorporated herein by this reference as though set forth in full. All of said work and improvements shall also comply with the requirements of the Kerman Municipal Code. In the event there is not a Standard Specification applicable to the Improvements or work or materials, or any portion thereof, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Department of Transportation. All of the Improvements

and work and materials shall be done, performed and installed under the supervision of the City Engineer, under whose directions the work shall be inspected as it progresses. Until Final Acceptance of Improvements, OWNER shall give prominent and adequate warning to the public of each and every dangerous condition that may exist in the Subdivision, and shall take all reasonable actions to protect the public from any such dangerous condition.

B. SCOPE OF IMPROVEMENTS

The work and Improvements, including those depicted on or required by the Improvement Plans, which may include sewer, water, street, storm drainage, street lighting, landscape, irrigation, grading, and traffic signal plans, as well as plans required by the Conditions of Approval, are incorporated herein by reference and made a part of this Agreement.

C. APPROVED PLANS

Notwithstanding CITY'S approval of the Improvement Plans, and that completion of the work and other acts are subject to approval of CITY, it is understood and agreed that any approval hereof by CITY shall in no way relieve OWNER of satisfactorily performing said work or its obligations hereunder. OWNER agrees to perform and construct all work and improvements shown on the approved plans on file in the office of the City Engineer.

D. TIME FOR PERFORMANCE AND SCHEDULE

The work and improvements required by the Conditions of Approval shall be performed on or before the Date of Completion set forth below. OWNER shall perform the work and Improvements to the satisfaction of the City Engineer. OWNER understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this Agreement. OWNER agrees to the following construction schedule:

	<u>Date of Completion</u>
1. Grading	1/30/26
2. Sewer Facilities	3/30/26
3. Water Facilities	5/30/26
4. Street Improvements	6/30/26
5. Completion of all Improvements	12/31/26

If the construction of the Improvements shall be delayed without the fault of OWNER, the time for completion thereof may be extended by CITY, in writing signed by the City Manager of CITY, for such period of time as CITY may deem reasonable. However, CITY reserves the right to withhold issuance of a certificate of occupancy for any dwelling unit constructed within the Subdivision prior to Final Acceptance of Improvements. Without limitation of the foregoing sentence, it is agreed that CITY shall have the right to determine whether to issue or withhold a certificate of occupancy if there is then existing a breach or failure to properly perform the obligations of this Agreement, or if issuance of a certificate of occupancy would not serve the public health, safety or welfare. Concrete curbs and gutters, the sanitary sewer system and house connections, storm drainage pipeline and structures, together with water mains, gas mains and their respective service connections and all other underground services or facilities, shall be completed before starting the street surfacing.

E. COMPACTION AND MATERIALS TESTING

Compaction and soils tests shall be paid for by OWNER, and OWNER shall contract with the soils laboratory directly. Street and utility trench tests shall be taken in varying locations, depths, and frequencies as required and directed by the City Engineer. Compaction of soils shall meet all CITY requirements.

F. CODES AND PERMITS

OWNER shall comply with all ordinances and codes of CITY, and shall secure an encroachment permit from CITY and submit to CITY evidence of insurance required by the encroachment permit before commencing work within any CITY right-of-way or property. OWNER shall install the Improvements in accordance with Kerman Municipal Code Chapter 16.40, Improvement Standards; the Standard Specifications; applicable standards and specifications of the State of California, Department of Transportation; and the Improvement Plans.

G. COORDINATION OF CONTRACTORS

It shall be the responsibility of OWNER to coordinate all work done by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall CITY be placed in the position of making decisions that are the responsibility of OWNER. It shall further be the responsibility of OWNER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of OWNER to timely notify the City Engineer may cause delay for which OWNER shall be solely responsible.

H. INSPECTION

Whenever OWNER varies the period during which work is carried on each day, OWNER shall give due notice to the Inspector so that proper inspection may be provided. Any work done in the absence of the Inspector will be subject to rejection. The inspection of the work shall not relieve OWNER of its obligations to satisfy this Agreement. Defective work shall be made good, and unsuitable materials will be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Inspector and accepted by CITY.

I. REPAIR OF DAMAGED IMPROVEMENTS

Any damage to the water or sewer systems, concrete work, street paving, or other facilities and improvements constructed in connection with this Agreement that occurs after installation and prior to Final Acceptance of Improvements shall be repaired by OWNER to the satisfaction of the City Engineer before Final Acceptance of Improvements and release of security. CITY may, at its sole option, perform such repair or replacement if OWNER has failed to commence such repair within twenty (20) days after CITY has mailed to OWNER and OWNER'S surety written notice of the need for repairs or replacement. In such event, OWNER agrees to pay the cost of such repair and replacement by CITY, and CITY may recover such cost as a lien against the Subdivision. If CITY determines that public safety requires repairs or replacements to be made

before OWNER or surety can be notified, CITY may complete such repairs or replacements and recover the costs thereof as provided above.

J. DUST CONTROL

Adequate dust and mud control shall be maintained by OWNER on all streets within and without the Subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall forthwith give notice to OWNER to comply with the provision of this paragraph. Such notice may be personally served upon OWNER or, if OWNER is not an individual, upon any person who has signed this Agreement on behalf of OWNER or a superintendent or foreman of OWNER'S or OWNER'S contractor or subcontractor at the Subdivision, or, at the election of the City Engineer, such notice may be mailed to OWNER at OWNER'S address on file with the City Engineer. If, within twenty-four (24) hours after such personal service of such notice, or within forty-eight (48) hours after the mailing thereof as herein provided, OWNER shall not have commenced work to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem advisable, to eliminate the scattering of dust, by equipment and personnel of CITY or by contract as the City Engineer shall determine, and CITY may deduct the cost thereof from any deposits which OWNER has placed with CITY. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion of work, and adequate dust control shall be maintained during these operations.

K. UNDERGROUNDING OF UTILITIES; STREET SURFACING

OWNER agrees that all existing overhead utilities within the boundaries of the Subdivision, and on adjacent streets to the centerlines thereof, shall be replaced or relocated in underground installations. All new utilities shall be underground and all work shall be completed before installation of street surfacing.

L. STREET SWEEPING

OWNER shall pay for sweeping of streets within the Subdivision following installation of street paving, and all boundary streets throughout the course of construction of Improvements, prior to Final Acceptance of Improvements. CITY may provide such street sweeping services at its sole discretion and convenience. OWNER shall keep streets and gutters free of any mud, debris or materials. If OWNER fails to maintain streets in such condition which allows sweeping, CITY may remove any debris and deduct the cost thereof from any deposits which OWNER has placed with CITY.

M. PRECONSTRUCTION MEETING

OWNER agrees to meet with CITY at a preconstruction meeting. OWNER'S contractors and subcontractors for public improvements shall be required to attend the preconstruction meeting. Failure to do so shall draw a penalty of \$150.00 per contractor and sub-contractor, and stoppage of work until a preconstruction meeting is held.

N. BUILDING MATERIALS RECYCLING

OWNER agrees to participate in any building materials recycling program as directed by CITY. Participation shall also be required by all of OWNER'S contractors and sub-contractors for both public improvements and home construction, to fullest extent possible.

(Signatures on Next Page)

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year first above written.

CITY:

CITY OF KERMAN,

OWNER:

WFK Holdings, LLC, a California limited liability company

By: _____
Maria Pacheco
Mayor

By: _____
Ken Boyd, Manager

The Boyd Trust dated December 23, 1999

Attest:

By: _____
Kenneth Robert Boyd, Trustee for the
Boyd Trust dated December 23, 1999

Josie Camacho
City Clerk

By: _____
Susan Kay Boyd, Trustee for the Boyd
Trust dated December 23, 1999

Approved as to Form:

(Attach Notary Acknowledgements)

Hilda Cantú Montoy
City Attorney

Approved as to Engineering Content:

Jesus A. Gonzalez
City Engineer

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Tract No. 6430

TRACT ONE:

Lot 17 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County.

TOGETHER WITH, the Northerly 25.00 feet of that parcel of land granted to the Southern Pacific Railroad Company in the Deed recorded November 16, 1888, in Book 87, Page 157 of Deeds of Fresno County, lying between the West line of the Northeast quarter of Section 14, Township 14 South, Range 17 East, Mount Diablo Base and Meridian according to the Official Plat thereof, and the Southerly extension of the West line of Lot 16 of said Fresno Irrigated Farms Co. Tract, being Parcel 2, in the Deed executed by Union Pacific Railroad Company, a Delaware corporation formerly known as Southern Pacific Transportation Company, a Delaware corporation, to Kenneth R. Boyd and Susan K. Boyd, as Trustees of the Boyd Trust dated December 23, 1999, said Deed recorded November 29, 2004, as Document No. 2004-0265622, of Official Records.

TOGETHER WITH, that portion of West California Avenue, as abandoned by Resolution No. 04-76, recorded July 11, 2006, as Document No. 2006-0144355, of Official Records, which would pass by operation of Law.

ALSO TOGETHER WITH, all that portion of said land conveyed in the Grant Deed recorded June 7, 2024, as Document No. 2024-0050304, of Official Records, the land therein being described as follows:

Being a portion of the Northeast quarter of Section 14, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof, lying Northerly of the North Right-of-Way line of that certain parcel of land granted to the Southern Pacific Railroad Company by deed recorded November 16, 1888 in Book 87 at Page 157 of Official Records of Fresno County, and being more particularly described as follows:

BEGINNING, at the North quarter corner of said Section 14; Thence, along the North line of the Northeast quarter of said Section 14, North 89°49'20" East, 1319.72 feet to the Southerly extension of the West line of Lot 16 of the Fresno Irrigated Farms Company Tract recorded in Book 8 of Record of Surveys at Page 1, Fresno County Records; Thence, along said Southerly extension, South 00°45'28" West, 29.70 feet to the North

line of said Southern Pacific Railroad Company Right-of-Way, also being the North line of that certain Quitclaim Deed between the Union Pacific Railroad Company and Kenneth R. Boyd as recorded November 29, 2004 as Document No. 2004-0265622 of Official Records of Fresno County; Thence, along the North line of said Southern Pacific Railroad Company Right-of-Way, North 89°59'57" West, 1319.62 feet to the West line of the Northeast quarter of said Section 14; Thence, along said West line of the Northeast quarter of Section 14, North 00°38'13" East, 21.57 to the POINT OF BEGINNING.

EXCEPTING FROM, that portion lying within said Lot 17, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded June 13, 1947, in Volume 2533, Pages 185, 286 & 287 of Official Records, as Document No. 31682.

EXCEPTING FROM, that portion lying within the land conveyed by Union Pacific Railroad Company, a Delaware corporation formerly known as Southern Pacific Transportation Company, a Delaware corporation, in the Deed recorded November 29, 2004, as Document No. 2004-0265622, of Official Records, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, TOGETHER WITH, the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantees the heirs, successors or assigns of said Trust. Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantees, Grantor reserves all income (including, without limitation, rentals, license fees and royalties from any existing license and other existing rights to use the Property and renewals thereof) granted by Grantor or Grantor's predecessors in interest. Grantees agree that if Grantees receive any such income, Grantees will promptly forward the income to Grantor.

EXCEPTING FROM, those portions lying within the Northeast quarter of said Section 14, less the Southern Pacific Railroad right-of-way, all oil, gas and other hydrocarbon substances in and under said premises, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as set forth in paragraphs (a), (b), (c) and (d), in said Deed, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded January 15, 1945, in Volume 2224, Page 109 of Official Records, as Document No. 2064.

APN: 020-041-45s and 020-041-47s and Portion of APN: 020-160-36s

TRACT TWO:

Lot 18 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County.

EXCEPTING THEREFROM, the South 75 feet of the West 100 feet thereof, as described in the Deed recorded November 21, 1951, in Book 3091, Page 43 of Official Records, as Document No. 61176.

ALSO EXCEPTING THEREFROM, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded April 2, 1945, in Volume 2245, Pages 1 & 2 of Official Records, as Document No. 13312

APN: 020-160-36s (portion)

TRACT THREE:

The South 75 feet of the West 100 feet of Lot 18 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County, as described in the Deed recorded November 21, 1951, in Book 3091, Page 43 of Official Records, as Document No. 61176.

EXCEPTING THEREFROM, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded April 2, 1945, in Volume 2245, Pages 1 & 2 of Official Records, as Document No. 13312

APN: 020-160-36s (Portion)

EXHIBIT "B"

DEVELOPMENT IMPACT FEES

Tract No. 6430

EXHIBIT "B"
DEVELOPMENT IMPACT FEES - SINGLE-FAMILY RESIDENTIAL

TRACT NO. 6430
Tentative Map No. 2023-01
Owner: WFK Holdings, LLC

TM Approved: September 25, 2024
Impact Fee Schedule: 2014 SFR
Lots: 118

PART I: DEVELOPMENT IMPACT FEES DUE AT FINAL INSPECTION OR CERTIFICATE OF OCCUPANCY					
Fee Description	Quantity	Rate	Extension	Adjusted Fee ⁽¹⁾	Fee Per Lot
Administrative Fee	118 UN	\$ 500.00	\$ 59,000	\$ 59,000	\$ 500.00
Public Building Facilities & Equipment	118 UN	\$ 1,324.00	\$ 156,232	\$ 156,232	\$ 1,324.00
General Plan	118 UN	\$ 296.00	\$ 34,928	\$ 34,928	\$ 296.00
Fire Station & Equipment	118 UN	\$ 730.00	\$ 86,140	\$ 86,140	\$ 730.00
Storm Drain Basin Acquisition	118 UN	\$ 252.00	\$ 29,736	\$ 29,736	\$ 252.00
Storm Drain Facilities	118 UN	\$ 1,043.00	\$ 123,074	\$ -	\$ -
Water Front Footage	0 LF	\$ 15.00	\$ -	\$ -	\$ -
Water Oversize	118 UN	\$ 304.00	\$ 35,872	\$ -	\$ -
Water Major Facilities	118 UN	\$ 2,126.00	\$ 250,868	\$ 250,868	\$ 2,126.00
Sewer Front Footage	0 LF	\$ 16.00	\$ -	\$ -	\$ -
Sewer Oversize	118 UN	\$ 554.00	\$ 65,372	\$ 19,542	\$ 165.61
Sewer Major Facilities	118 UN	\$ 2,349.00	\$ 277,182	\$ 68,958	\$ 584.39
Parks - Development	118 UN	\$ 2,706.00	\$ 319,308	\$ 319,308	\$ 2,706.00
Parks - Quimby	118 UN	\$ 759.00	\$ 89,562	\$ 89,562	\$ 759.00
Major Streets	118 UN	\$ 1,545.00	\$ 182,310	\$ 1,278	\$ 10.83
Street Signals	118 UN	\$ 159.00	\$ 18,762	\$ 18,762	\$ 159.00
Railroad Crossings	118 UN	\$ 263.00	\$ 31,034	\$ 31,034	\$ 263.00
Outside Travel Lane	118 UN	\$ 310.00	\$ 36,580	\$ 36,580	\$ 310.00
TOTAL			\$ 1,795,960	\$ 1,201,928	\$ 10,185.83

Notes:

1) Refer to Part II - Development Impact Fees - Single-Family Residential for fee adjustments.

EXHIBIT "B"
DEVELOPMENT IMPACT FEES - SINGLE-FAMILY RESIDENTIAL

TRACT NO. 6430

Tentative Map No. 2023-01

Owner: WFK Holdings, LLC

TM Approved: September 25, 2024

Impact Fee Schedule: 2014 SFR

Lots: 118

PART II: DEVELOPMENT IMPACT FEE ADJUSTMENTS/REIMBURSEMENTS						
Fee Description	Previous Credit	Credit ⁽¹⁾	Total Credit	Original Fee Obligation	Adjusted Obligation	Potential Reimbursement
Administrative Fee	\$ -	\$ -	\$ -	\$ 59,000	\$ 59,000	\$ -
Public Building Facilities & Equipment	\$ -	\$ -	\$ -	\$ 156,232	\$ 156,232	\$ -
General Plan	\$ -	\$ -	\$ -	\$ 34,928	\$ 34,928	\$ -
Fire Station & Equipment	\$ -	\$ -	\$ -	\$ 86,140	\$ 86,140	\$ -
Storm Drain Basin Acquisition	\$ -	\$ -	\$ -	\$ 29,736	\$ 29,736	\$ -
Storm Drain Facilities	\$ -	\$ 125,502	\$ 125,502	\$ 123,074	\$ -	\$ 2,428
Water Front Footage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Oversize	\$ -	\$ 47,080	\$ 47,080	\$ 35,872	\$ -	\$ 11,208
Water Major Facilities	\$ -		\$ -	\$ 250,868	\$ 250,868	\$ -
Sewer Front Footage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Oversize	\$ -	\$ 45,830	\$ 45,830	\$ 65,372	\$ 19,542	\$ -
Sewer Major Facilities	\$ -	\$ 208,224	\$ 208,224	\$ 277,182	\$ 68,958	\$ -
Parks - Development	\$ -	\$ -	\$ -	\$ 319,308	\$ 319,308	\$ -
Parks - Quimby	\$ -	\$ -	\$ -	\$ 89,562	\$ 89,562	\$ -
Major Streets	\$ -	\$ 181,032	\$ 181,032	\$ 182,310	\$ 1,278	\$ -
Street Signals	\$ -	\$ -	\$ -	\$ 18,762	\$ 18,762	\$ -
Railroad Crossings	\$ -	\$ -	\$ -	\$ 31,034	\$ 31,034	\$ -
Outside Travel Lane	\$ -	\$ -	\$ -	\$ 36,580	\$ 36,580	\$ -
TOTAL	\$ -	\$ 607,668	\$ 607,668	\$ 1,795,960	\$ 1,201,928	\$ 13,636

Notes:

- 1) Refer to Part III for construction credit calculations. The amount of each credit is an estimate and will be updated as appropriate based on documented construction costs submitted to the City for review at final acceptance. The credit is calculated by applying the ratio of the fees for the single-family residential portion of the development relative to the total fees (single-family and multi-family combined) towards the total credit listed for each fee in Part III.

EXHIBIT "B"
DEVELOPMENT IMPACT FEES - MULTI-FAMILY RESIDENTIAL

TRACT NO. 6430
Tentative Map No. 2023-01
Owner: WFK Holdings, LLC

TM Approved: September 25, 2024
Impact Fee Schedule: 2014 MFR
Units: 54

PART I: DEVELOPMENT IMPACT FEES DUE AT FINAL INSPECTION OR CERTIFICATE OF OCCUPANCY					
Fee Description	Quantity	Rate	Extension	Adjusted Fee ⁽²⁾	Fee Per Unit
Administrative Fee	54 UN	\$ 475.00	\$ 25,650	\$ 25,650	\$ 475.00
Public Building Facilities & Equipment	54 UN	\$ 629.00	\$ 33,966	\$ 33,966	\$ 629.00
General Plan	54 UN	\$ 296.00	\$ 15,984	\$ 15,984	\$ 296.00
Fire Station & Equipment	54 UN	\$ 442.00	\$ 23,868	\$ 23,868	\$ 442.00
Storm Drain Basin Acquisition	54 UN	\$ 154.00	\$ 8,316	\$ 8,316	\$ 154.00
Storm Drain Facilities	54 UN	\$ 637.00	\$ 34,398	\$ -	\$ -
Water Front Footage	0 LF	\$ 15.00	\$ -	\$ -	\$ -
Water Oversize	54 UN	\$ 288.00	\$ 15,552	\$ -	\$ -
Water Major Facilities	54 UN	\$ 2,020.00	\$ 109,080	\$ 109,080	\$ 2,020.00
Sewer Front Footage	0 LF	\$ 16.00	\$ -	\$ -	\$ -
Sewer Oversize	54 UN	\$ 526.00	\$ 28,404	\$ 10,846	\$ 200.84
Sewer Major Facilities	54 UN	\$ 2,349.00	\$ 126,846	\$ 47,070	\$ 871.67
Parks - Development	54 UN	\$ 2,706.00	\$ 146,124	\$ 146,124	\$ 2,706.00
Parks - Quimby	54 UN	\$ 759.00	\$ 40,986	\$ 40,986	\$ 759.00
Major Streets	54 UN	\$ 1,049.00	\$ 56,646	\$ -	\$ -
Street Signals	54 UN	\$ 76.00	\$ 4,104	\$ 4,104	\$ 76.00
Railroad Crossings	54 UN	\$ 125.00	\$ 6,750	\$ 6,750	\$ 125.00
Outside Travel Lane	54 UN	\$ 211.00	\$ 11,394	\$ 11,394	\$ 211.00
TOTAL			\$ 688,068	\$ 484,138	\$ 8,965.51

Notes:

- 1) Refer to Part II - Development Impact Fees - Multi-Family Residential for fee adjustments.

EXHIBIT "B"
DEVELOPMENT IMPACT FEES - MULTI-FAMILY RESIDENTIAL

TRACT NO. 6430

Tentative Map No. 2023-01

Owner: WFK Holdings, LLC

TM Approved: September 25, 2024

Impact Fee Schedule: 2014 SFR

Lots: 118

PART II: DEVELOPMENT IMPACT FEE ADJUSTMENTS/REIMBURSEMENTS						
Fee Description	Previous Credit	Credit ⁽¹⁾	Total Credit	Original Fee Obligation	Adjusted Obligation	Potential Reimbursement
Administrative Fee	\$ -	\$ -	\$ -	\$ 25,650	\$ 25,650	\$ -
Public Building Facilities & Equipment	\$ -	\$ -	\$ -	\$ 33,966	\$ 33,966	\$ -
General Plan	\$ -	\$ -	\$ -	\$ 15,984	\$ 15,984	\$ -
Fire Station & Equipment	\$ -	\$ -	\$ -	\$ 23,868	\$ 23,868	\$ -
Storm Drain Basin Acquisition	\$ -	\$ -	\$ -	\$ 8,316	\$ 8,316	\$ -
Storm Drain Facilities	\$ -	\$ 48,083	\$ 48,083	\$ 34,398	\$ -	\$ 13,685
Water Front Footage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Oversize	\$ -	\$ 18,038	\$ 18,038	\$ 15,552	\$ -	\$ 2,486
Water Major Facilities	\$ -		\$ -	\$ 109,080	\$ 109,080	\$ -
Sewer Front Footage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Oversize	\$ -	\$ 17,558	\$ 17,558	\$ 28,404	\$ 10,846	\$ -
Sewer Major Facilities	\$ -	\$ 79,776	\$ 79,776	\$ 126,846	\$ 47,070	\$ -
Parks - Development	\$ -	\$ -	\$ -	\$ 146,124	\$ 146,124	\$ -
Parks - Quimby	\$ -	\$ -	\$ -	\$ 40,986	\$ 40,986	\$ -
Major Streets	\$ -	\$ 69,358	\$ 69,358	\$ 56,646	\$ -	\$ 12,712
Street Signals	\$ -	\$ -	\$ -	\$ 4,104	\$ 4,104	\$ -
Railroad Crossings	\$ -	\$ -	\$ -	\$ 6,750	\$ 6,750	\$ -
Outside Travel Lane	\$ -	\$ -	\$ -	\$ 11,394	\$ 11,394	\$ -
TOTAL	\$ -	\$ 232,814	\$ 232,814	\$ 688,068	\$ 484,138	\$ 28,883

Notes:

- 1) Refer to Part III for construction credit calculations. The amount of each credit is an estimate and will be updated as appropriate based on documented construction costs submitted to the City for review at final acceptance. The credit is calculated by applying the ratio of the fees for the multi-family residential portion of the development relative to the total fees (single-family and multi-family combined) towards the total credit listed for each fee in Part III.

EXHIBIT "B"
DEVELOPMENT IMPACT FEES

TRACT NO. 6430

Tentative Map No. 2023-01

Owner: WFK Holdings, LLC

PART III: CONSTRUCTION CREDIT CALCULATIONS
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Item Description	Quantity	Unit	Unit Cost	Extension
Storm Drain Facilities - California Avenue				
24" RCP	1,039.00	LF	\$ 124.00	\$ 128,836.00
Manholes	3.00	EA	\$ 6,750.00	\$ 20,250.00
Inlets	4.00	EA	\$ 6,125.00	\$ 24,500.00
				\$ 173,586.00
Water Oversize - California Avenue				
12" Water Main	1,379.00	LF	\$ 42.00	\$ 57,918.00
12" Valves	18.00	EA	\$ 400.00	\$ 7,200.00
				\$ 65,118.00
Sewer Oversize - California Avenue				
15" Sewer Main	1,378.00	LF	\$ 46.00	\$ 63,388.00
Sewer Major Facilities - California Avenue				
Lift Station	1.00	EA	\$ 288,000.00	\$ 288,000.00
Major Streets - California Avenue				
Median Curb	2,070.00	LF	\$ 15.00	\$ 31,050.00
Inside Lane AC Pavement	753.00	Tons	\$ 117.00	\$ 88,101.00
Inside Lane Base Rock	1,109.00	Tons	\$ 47.00	\$ 52,123.00
Subgrade Preparation	50,221.00	SF	\$ 0.32	\$ 16,070.72
Fog Seal	4,753.00	SY	\$ 1.50	\$ 7,129.50
Striping	1.00	LS	\$ 6,366.00	\$ 6,366.00
Median landscaping and irrigation	1.00	LS	\$ 49,550.00	\$ 49,550.00
				\$ 250,390.22
Total Credit =				\$ 840,482.22

Notes: