



CITY COUNCIL REGULAR MEETING AGENDA
Wednesday, September 23, 2026 at 6:00 PM
City Hall, 850 S. Madera Avenue, Kerman, CA 93630

Zoom: [Kerman City Council Meeting](#)

Telephone Number: (669) 900-6833

Meeting ID: 832 7703 1207

Passcode: 93630

*Dial *9 to raise hand. Once called upon, dial *6 to unmute.*

LEVINE ACT CONTRIBUTION PROHIBITIONS AND MANDATORY DISCLOSURE. The Political Reform Act in Govt Code Section 84308 restricts campaign contributions over \$500 to a decision-making public official from a party or participant or their agent in a proceeding involving a contract, license, permit or entitlement for use. The Act requires disclosure of the contribution and recusal where a decision-maker has received \$500 or more from a party or participant to a proceeding in the prior 12 months. Participants and agents are required to make this disclosure as well.

A Council Member's disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made.

CONFLICT OF INTEREST DISCLOSURES AND RECUSAL. City Council Members with a conflict of interest under the Political Reform Act are required to make disclosure when the item is called and recuse themselves.

1. OPENING CEREMONIES

- A. Call to Order
- B. Roll Call
- C. Invocation
- D. Flag Salute

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

To accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed.

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Legislative Update by Assemblywoman Esmeralda Soria

B. Proclamation in Recognition of Assemblywoman Esmeralda Soria

4. **PUBLIC FORUM** (for matters not on agenda)

*This portion of the meeting is reserved for members of the public to address the Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. It is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Council on items on the Agenda should notify the Mayor when that Agenda item is called, and the Mayor will recognize your discussion at that time. It should be noted that the Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Speakers are asked to please use the microphone and provide their name. Participants on Zoom who wish to address the Council raise your digital hand now or dial *9 to indicate you wish to speak. Once called upon, dial *6.*

5. **CONSENT CALENDAR**

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

A. **SUBJECT:** Minutes - September 9, 2026

RECOMMENDATION: Council approve minutes as presented.

B. **SUBJECT:** Warrants (JA)

1. Nos. 35679-35780 \$ 936,737.32 ACH \$138,100.88.

RECOMMENDATION: Council approve warrants and electronic bank transfers as presented.
(Pursuant to Government Code 37208)

C. **SUBJECT:** Payroll (JA)

8/16/26 to 8/29/25: \$278,487.00; Retro Pay & Other: \$0.00; Overtime: \$24,123.99; Holiday: \$0.00; Standby: \$1,995.57; Comp Time Earned: 143.88

RECOMMENDATION: Council approve payroll as presented.

D. **SUBJECT:** Monthly Investment Report (JA)

RECOMMENDATION: Council accept monthly investment report as presented.

E. **SUBJECT:** Resolution Approving Fee Schedule Modification to the City Engineer Services Agreement with Yamabe & Horn Engineering, Inc. (JJ)

RECOMMENDATION: Council adopt the resolution approving a fee schedule modification to the City Engineer Services Agreement with Yamabe & Horn Engineering, Inc.

- F. **SUBJECT:** Resolution Approving the Program Participation Agreement for the California Energy Design Assistance (CEDA) program for the Kerman Area Multi-Generational Resiliency Center Project (TJ)

RECOMMENDATION: Council adopt resolution authorizing the submission of the Program Participation Agreement for the California Energy Design Assistance (CEDA) benefits program for the Kerman Area Multi-Generational Resiliency Center project.

6. **PUBLIC HEARINGS** – None.

7. **DEPARTMENT REPORTS**

- A. **SUBJECT:** Consideration of Resolution in Support of Ballot Measure S (JJ)

RECOMMENDATION: Council consider whether to adopt a resolution in support of Measure S, known as “Better Roads Safe Streets.”

- B. **SUBJECT:** Resolution Approving Final Map, Subdivision Agreement, Right-to-Farm Covenant, Landscape and Lighting District Covenant, and Temporary Storm Drainage Basin Covenant for Tract No. 6473 (JG)

RECOMMENDATION: Council by motion adopt resolution pertaining to Tract No. 6473 as follows:

1. Approving Final Map and Subdivision Agreement
2. Approving Covenant Acknowledging Right-To-Farm Law
3. Approving Covenant Accepting Annexation into Landscape and Lighting District No. 1
4. Approving Covenant for Temporary Storm Drainage Basin Use
5. Authorizing the City Manager to sign the Subdivision Agreement and Covenants

- C. **SUBJECT:** Resolution Approving Final Map, Subdivision Agreement, Right-to-Farm Covenant, Landscape and Lighting District Covenant, and Temporary Storm Drainage Basin Covenant for Tract No. 6572 (JG)

RECOMMENDATION: Council by motion adopt resolution pertaining to Tract No. 6572 as follows:

1. Approving Final Map and Subdivision Agreement
2. Approving Covenant Acknowledging Right-To-Farm Law
3. Approving Covenant Accepting Annexation into Landscape and Lighting District No. 1
4. Approving Covenant for Temporary Storm Drainage Basin Use
5. Authorizing the City Manager to sign the Subdivision Agreement and Covenants

8. **CITY MANAGER/STAFF COMMUNICATIONS**

9. **MAYOR/COUNCIL REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS**

(This portion of the meeting is reserved for the Mayor and Council Members (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items at the request of a Council Member, and (iv) to take action on matters initiated under this section of the agenda items. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.)

10. CLOSED SESSION

If desired, members of the public may comment on Closed Session items. Members of the public wishing to address Council on Closed Session items should notify the Mayor when that item is called, and the Mayor will recognize your discussion at that time. It should be noted that Council is prohibited from discussing or addressing comments on Closed Session items.

- A. Public Employee Performance Evaluation pursuant to Government Code Section 54957
Title: City Manager

11. ADJOURNMENT

NOTICE OF AVAILABILITY OF AGENDA MATERIALS: Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's Office located at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at www.cityofkerman.gov.

ADA Compliance and Reasonable Accommodation. The Council has adopted a Reasonable Accommodation Policy, which is available on the City website at www.cityofkerman.gov or upon request by emailing the City Clerk at publicmeeting@cityofkerman.gov or calling (559) 550-1510. The Policy provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend this Council meeting or require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Council, please contact the City Clerk at (559) 550-1510 or email at publicmeeting@cityofkerman.gov so such aids or services can be arranged. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. The meeting room is accessible to persons with physical disabilities.

AGENDA POSTING CERTIFICATION

I, Dalia Santana-Zamudio, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that I caused the above agenda to be posted at City of Kerman Council Chambers at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at www.cityofkerman.gov.

Date: September 18, 2026 /s/ Dalia Santana-Zamudio, City Clerk



HONORING ASSEMBLYMEMBER ESMERALDA SORIA

WHEREAS, the Kerman City Council proudly acknowledges the work and service of 27th District Assemblymember Esmeralda Soria; and

WHEREAS, Assemblymember Soria is a Valley native, born and raised in Visalia by immigrant parents from Michoacán, Mexico, who instilled a passion and work ethic in her to succeed. She developed an interest in politics at a young age as her parents had valued education and giving back to their community; and

WHEREAS, Assemblymember Soria graduated from the University of California, Berkeley and later the University of California, Davis. During her college years, she began working at the California State Capitol before interning at the White House; and

WHEREAS, Assemblymember Soria was first elected to the Fresno City Council in 2014, where she was the only woman on the Council and later served as Council President in 2018, becoming the first Latina Council President in Fresno’s history. After serving the City of Fresno for eight years, she was elected to the State Assembly in 2022 to represent District 27; and

WHEREAS, during her service in the State Assembly, Assemblymember Soria served as a member of the Governmental Organization, Banking & Finance, and the Economic Development, Growth & Household Impact committees and, later in 2023, was appointed Chair of the critical Agriculture Committee; and

WHEREAS, Assemblymember Soria worked quickly to address serious issues facing the Central Valley, authoring AB 112, securing \$300 million for the Distressed Hospital Loan Program with over \$50 million towards reopening the Madera Hospital. She also helped secure \$20 million in flood recovery funding for Planada following the devastating 2023 floods, and was instrumental in legislation for solar farm development in West Fresno County; and

WHEREAS, Assemblymember Soria secured \$3 million dollars in State funding to assist Kerman with the purchase of a new building for the City’s Police Department and championed special legislation to support an extension of essential Measure C transportation funding in Fresno County; and

WHEREAS, Assemblymember Soria and her dedicated staff have only been a phone call away to actively support and advocate for Kerman’s businesses, residents, and key projects.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Kerman hereby recognizes and honors Assemblymember Esmeralda Soria for her dedicated public service, her commitment to the Central Valley, and her continued support of the City of Kerman and its residents.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 23rd day of September, 2026.

Gary Yep,
Mayor Pro Tem

Maria Pacheco,
Mayor

Ismael Herrera,
District 3 Councilmember

Berdie Hall,
District 2 Councilmember

Raj Dhalwal,
District 4 Councilmember



CITY COUNCIL REGULAR MEETING MINUTES
Wednesday, September 09, 2026 at 6:00 PM
City Hall, 850 S. Madera Avenue, Kerman, CA 93630

1. OPENING CEREMONIES

- A. Call to Order – **6:00 p.m.**
- B. Roll Call – **All members present except Councilmember Herrera.**
- C. Invocation – **Performed by Mayor Pacheco.**
- D. Flag Salute – **Performed.**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Motion made by Mayor Pro Tem Yep, Seconded by Councilmember Hall.

Ayes: Yep, Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Herrera

Motion passes 4-0-0-1.

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Proclamation - Hispanic Heritage Month – **Presented by City Council**

4. PUBLIC FORUM- None.

5. CONSENT CALENDAR

- A. **SUBJECT:** Minutes - August 26, 2026

RECOMMENDATION: Council approve minutes as presented.

- B. **SUBJECT:** Warrants (JA)

- 1. Nos. 35598-35678 \$1,083,443.23 ACH \$135,939.59.

RECOMMENDATION: Council approve warrants and electronic bank transfers as presented.
(Pursuant to Government Code 37208)

C. **SUBJECT:** Payroll (JA)

08/02/26 to 08/15/26: \$279,406.32; Retro Pay & Other: \$644.55; Overtime: \$15,724.39;
Holiday: \$0.00; Standby: \$2,480.18; Comp Time Earned: 35.00

RECOMMENDATION: Council approve payroll as presented.

D. **SUBJECT:** Adopting Amendments to the Conflict of Interest Code (DSZ)

RECOMMENDATION: Council approve Resolution Adopting Updated Conflict of Interest Code and rescinding Resolution No. 24-72. – **Res. 26-72**

E. **SUBJECT:** Resolution Approving Side Letter Agreement with the Kerman Miscellaneous Employees Association (KMEA) for Conversion of Negotiated Holiday (JAJ)

RECOMMENDATION: Council adopt the resolution approving side letter agreement with the Kerman Miscellaneous Employees Association (KMEA) for conversion of negotiated holiday.
– **Res. 26-73**

Motion made by Mayor Pro Tem Yep, Seconded by Councilmember Dhaliwal.

Ayes: Yep, Dhaliwal, Hall, Pacheco

Noes: None

Abstain: None

Absent: Herrera

Motion passes 4-0-0-1.

6. **PUBLIC HEARINGS – None.**

7. **DEPARTMENT REPORTS**

A. **SUBJECT:** Resolution Accepting the Water Tank Painting Project and Authorizing Filing of the Notice of Completion (MB)

RECOMMENDATION: Council by motion adopt resolution accepting the Water Tank Painting Project and authorizing City Staff to record the Notice of Completion. – **Res. 26-74**

Motion to approve the Notice of Completion with the correct address of the project by Councilmember Hall, Seconded by Mayor Pro Tem Yep.

Ayes: Hall, Yep, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Herrera

Motion passes 4-0-0-1.

- B. **SUBJECT:** Matters relating to the Application and Agreements with the State Water Resources Control Board for the Water Supply Well No.33 Project and Declaring City's Official Intent to Reimburse Expenditures (JAJ)

RECOMMENDATION: Council adopt:

1. Resolution Authorizing the City Manager to apply for and execute financial assistance agreement(s) with the State Water Resources Control Board for the Water Supply Well No.33 Project; and – **Res. 26-75**
2. Resolution Declaring City's official intent to reimburse expenditures for the Water Supply Well No.33 Project. – **Res. 26-76**

Motion made by Mayor Pro Tem Yep, Seconded by Councilmember Hall.

Ayes: Yep, Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Herrera

Motion passes 4-0-0-1.

8. CITY MANAGER/STAFF COMMUNICATIONS

9. MAYOR/COUNCIL REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS

Mayor Pro Tem Yep requests a future agenda item to review and potentially amend Kerman's e-bike code.

Mayor Pacheco requests a Measure S item be brought back to the next Council meeting for Council discussion. Additionally, she requests a Native American Heritage Proclamation for November and a future agenda in recognition of Senator Anna Caballero departure.

10. CLOSED SESSION – Recess at 6:40 p.m.

- A. Public Employee Performance Evaluation pursuant to Government Code Section 54957
Title: City Manager

Reconvened at 6:50 p.m. with no reportable action.

11. ADJOURNMENT – 6:50 p.m.

MINUTES CERTIFICATION

I, Dalia Santana-Zamudio, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that the above minutes are a true depiction of all actions taken at the City Council meeting held on the first date above written at City Hall, 850 S. Madera Ave, Kerman, CA.

Date: September 10, 2026 /s/ Dalia Santana-Zamudio, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: VSandoval
Printed: 9/14/2026 11:39 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
35679	BP-JOSE	JOSEPH CROWN CONSTRUCTION ANI	08/31/2026	83,878.00
Total for 8/31/2026:				83,878.00
35680	UB*02163	JOSEPH CROWN CONSTRUCTION ANI	09/01/2026	25.52
35681	UB*02161	GURDEV KAUR	09/01/2026	70.91
35682	UB*02160	JOGINDER KAUR	09/01/2026	627.91
35683	UB*02164	RAUL MONTALVO	09/01/2026	101.44
35684	UB*02162	JEFF NELSEN	09/01/2026	122.50
Total for 9/1/2026:				948.28
35685	10021	ALERT O LITE	09/03/2026	421.37
35686	12537	AMERITAS GROUP INSURANCE CORP	09/03/2026	3,291.86
35687	12982	APPLIED DIVING SERVICES INC	09/03/2026	5,400.00
35688	10035	AQUA NATURAL SOLUTIONS	09/03/2026	957.57
35689	10042	BACKFLOW INDEPENDENT TESTING	09/03/2026	110.00
35690	12701	BLACK BOX SAFETY	09/03/2026	7,570.49
35691	10061	BSK ASSOCIATES	09/03/2026	2,150.74
35692	12308	JACLYNN CASTRO	09/03/2026	785.48
35693	10564	CITY OF KERMAN	09/03/2026	10.83
35694	12871	CLOVIS TRUCK CENTER	09/03/2026	3,893.57
35695	10102	CODE PUBLISHING COMPANY	09/03/2026	305.50
35696	10104	COMCAST	09/03/2026	498.48
35697	12657	CRAFCO, INC	09/03/2026	4,508.99
35698	10114	CROWN SHORT LOAD CONCRETE	09/03/2026	7,351.44
35699	10949	CXT INC	09/03/2026	50,239.78
35700	11465	DAVE BANG ASSOCIATES INC OF CAL	09/03/2026	1,030.47
35701	10129	DEPARTMENT OF PESTICIDE REG	09/03/2026	140.00
35702	10524	DUNN EDWARDS	09/03/2026	919.84
35703	13098	EAT IT UP CATERING SERVICE INC	09/03/2026	1,062.51
35704	10144	ELBERT DISTRIBUTING INC	09/03/2026	592.91
35705	12379	GILL CHEVROLET	09/03/2026	107.08
35706	10185	GRAINGER	09/03/2026	112.90
35707	11468	GREEN HILLS NURSERY INC	09/03/2026	281.71
35708	13104	GRUPO HISPANO	09/03/2026	80.00
35709	13103	NANCY HERNANDEZ	09/03/2026	150.00
35710	10201	HORIZON	09/03/2026	1,272.13
35711	13101	IMPERIAL BAG & PAPER CO. LLC	09/03/2026	238.66
35712	10485	JP AIR CONDITIONING & HEATING	09/03/2026	1,208.00
35713	11142	KIMBALL MIDWEST	09/03/2026	53.02
35714	10335	MADERA FORD	09/03/2026	420.55
35715	12928	MALLORY SAFETY AND SUPPLY LLC	09/03/2026	464.17
35716	13084	KELLY MEJIA	09/03/2026	250.00
35717	10261	MID VALLEY DISPOSAL INC	09/03/2026	12,992.00
35718	11965	MISSION UNIFORM SERVICE	09/03/2026	177.40
35719	10272	MUTUAL OF OMAHA	09/03/2026	3,601.56

				Section 5, Item B.
Check No	Vendor No	Vendor Name	Check Date	
35720	10282	OFFICE DEPOT	09/03/2026	108.87
35721	10289	P.G.& E.	09/03/2026	13,257.66
35722	12053	R & L MUSIC ENT	09/03/2026	450.00
35723	10316	R G EQUIPMENT OF FRESNO INC	09/03/2026	478.11
35724	10596	RED WING BUSINESS ADVANTAGE AC	09/03/2026	271.66
35725	12475	SAN JOAQUIN PEST CONTROL	09/03/2026	1,158.00
35726	10332	SEBASTIAN	09/03/2026	2,104.70
35727	10862	SIGNMAX	09/03/2026	775.78
35728	11650	SITEONE LANDSCAPE SUPPLY, LLC	09/03/2026	522.31
35729	10337	SLUMBERGER LUMBER	09/03/2026	817.71
35730	12368	SPECIALTY HOSE EXPRESS LLC	09/03/2026	817.22
35731	13027	STAPLES CONTRACT & COMMERCIAL	09/03/2026	1,487.53
35732	11460	SUPERIOR POOL PRODUCTS LLC	09/03/2026	1,877.53
35733	10354	T & T PAVEMENT MARKINGS	09/03/2026	30,294.00
35734	10357	TAYLOR MADE IRRIGATION	09/03/2026	58.39
35735	10377	US POST OFFICE	09/03/2026	5,000.00
35736	12178	VALLEY ANIMAL CENTER SPAY & NE	09/03/2026	1,237.29
35737	10406	WEST HILLS OIL INC	09/03/2026	9,442.13
Total for 9/3/2026:				182,809.90
ACH	11358	GREAT AMERICA FINANCIAL SERVICE	09/04/2026	138.70
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	09/04/2026	12,037.39
ACH	10517	FEDERAL TAXES PAYROLL	09/04/2026	71,041.91
ACH	10518	KERMAN POLICE OFFICERS ASSN	09/04/2026	865.50
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	09/04/2026	277.50
ACH	10520	ICMA-RC	09/04/2026	5,050.80
ACH	10522	CALPERS	09/04/2026	48,689.08
Total for 9/4/2026:				138,100.88
35738	11493	24 / 7 PET VETS	09/11/2026	514.80
35739	10037	ASCAP	09/11/2026	10.00
35740	11324	AVISON CONSTRUCTION INC	09/11/2026	403,170.17
35741	11355	BADGER METER	09/11/2026	449.96
35742	10061	BSK ASSOCIATES	09/11/2026	710.00
35743	10617	C A REDING CO INC	09/11/2026	145.24
35744	10078	CALIFORNIA STATE DISBURSEMENT	09/11/2026	969.23
35745	12844	CALIFORNIA STATE DISBURSEMENT	09/11/2026	161.53
35746	12315	CENTRAL CALIFORNIA SPCA	09/11/2026	316.00
35747	12871	CLOVIS TRUCK CENTER	09/11/2026	935.89
35748	10826	CROWN SERVICES CORPORATION	09/11/2026	340.00
35749	10114	CROWN SHORT LOAD CONCRETE	09/11/2026	603.72
35750	13107	CUSTOM EVENT SUPPLIES LLC	09/11/2026	270.14
35751	11382	DATA TICKET INC	09/11/2026	83.29
35752	10128	DEPARTMENT OF JUSTICE	09/11/2026	827.00
35753	10524	DUNN EDWARDS	09/11/2026	735.87
35754	12521	EDIS	09/11/2026	11,670.70
35755	10157	FERGUSON ENTERPRISES INC	09/11/2026	998.99
35756	10162	FRESNO COUNTY TREASURER	09/11/2026	26,375.57
35757	12379	GILL CHEVROLET	09/11/2026	1,050.08
35758	10185	GRAINGER	09/11/2026	296.04
35759	13101	IMPERIAL BAG & PAPER CO. LLC	09/11/2026	197.08
35760	11120	INDUSTRIAL ELECTRICAL COMPANY	09/11/2026	125.00
35761	10226	JORGENSEN & CO	09/11/2026	500.20
35762	10678	MAC'S EQUIPMENT INC	09/11/2026	1,195.96
35763	10335	MADERA FORD	09/11/2026	650.85

				Section 5, Item B.
Check No	Vendor No	Vendor Name	Check Date	
35764	10261	MID VALLEY DISPOSAL INC	09/11/2026	161,101.24
35765	11965	MISSION UNIFORM SERVICE	09/11/2026	168.60
35766	10265	MONTOY LAW CORPORATION	09/11/2026	7,368.00
35767	12933	MTI ENTERPRISES INC	09/11/2026	66.42
35768	10289	P.G.& E.	09/11/2026	5,329.34
35769	10301	PETTY CASH	09/11/2026	224.33
35770	10596	RED WING BUSINESS ADVANTAGE AC	09/11/2026	515.71
35771	BP-RODA	OSCAR A RODAS	09/11/2026	468.00
35772	11907	SPRINGBROOK HOLDING COMPANY I	09/11/2026	1,935.00
35773	13027	STAPLES CONTRACT & COMMERCIAL	09/11/2026	1,136.72
35774	11460	SUPERIOR POOL PRODUCTS LLC	09/11/2026	2,294.14
35775	12917	SURF THRU INC	09/11/2026	1,283.50
35776	11688	SWANK MOTION PICTURES INC	09/11/2026	525.00
35777	10354	T & T PAVEMENT MARKINGS	09/11/2026	21,886.09
35778	10357	TAYLOR MADE IRRIGATION	09/11/2026	16.75
35779	10168	UNITY IT	09/11/2026	9,962.99
35780	12290	VERIZON	09/11/2026	1,516.00
Total for 9/11/2026:				669,101.14
Report Total (109 checks):				1,074,838.20

PAY PERIOD: August 16, 2026 - August 29, 2026

	Salary	RETRO PAY & OTHER	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			Hours	Amount	Hours	Amount	Hours	Amount		
Grand Total	\$ 278,487.00	\$ -	443.26	\$ 24,123.99	-	\$ -	88.00	\$ 1,995.57	\$ 304,606.56	143.88

CITY OF KERMAN
CD/Securities Portfolio
As of August 31, 2026

Section 5, Item D.

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2026 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2027 Book Balance	Fair Value	Interest Paid
CD's:										
US Government Bonds										
Federal Home Loan Bank	615-030525-245	4.20%	9/24/25	9/13/30		750,000.00		750,000.00	744,105.00	-
Federal Home Loan Bank	615-030525-245	4.00%	10/15/25	10/15/29		535,000.00		535,000.00	526,793.10	-
Federal Home Loan Bank	615-030525-245	4.00%	4/22/26	10/22/29		600,000.00		600,000.00	593,556.00	-
Federal Home Loan Bank	615-030525-245	4.00%	2/27/26	2/27/30		600,000.00		600,000.00	591,282.00	12,000.00
Federal Home Loan Bank	615-030525-245	4.20%	11/26/25	11/26/29		525,000.00		525,000.00	517,046.25	-
Federal Home Loan Bank	615-030525-245	4.15%	11/28/25	5/28/30		525,000.00		525,000.00	516,201.00	-
Federal Home Loan Bank	615-030525-245	4.15%	1/28/26	1/28/31		750,000.00		750,000.00	741,202.50	15,562.50
Federal Home Loan Bank	615-030525-245	4.10%	12/30/25	12/30/30		500,000.00		500,000.00	489,485.00	-
United Security Bank CD										
United Security Bank	1317802	4.75%	2/2/24	2/2/26	250,000.00			250,000.00	250,000.00	-
United Security Bank	1317802	4.75%	6/27/24	6/27/26	250,000.00			250,000.00	250,000.00	-
Total CD's					500,000.00	4,785,000.00	-	5,285,000.00	5,219,670.85	27,562.50
Securities America Sweep Program										
Beginning Balance					-			-		
Transfers In/(Out)						-		-		
					-	-	-	-	-	-
Local Agency Investment Fund										
Beginning Balance					19,250,566.04			19,250,566.04		-
Interest						187,919.23		187,919.23		187,919.23
								-		-
Transfers In/(Out)								-		
Total - LAIF					19,250,566.04	187,919.23	-	19,438,485.27	19,438,485.27	187,919.23
Central Valley Money Market Acct										
Beginning Balance					1,151,004.18			1,151,004.18		
Interest						78.21		78.21		78.21
						78.21		78.21		
Transfers In/(Out)								-		
								-		
								-		
					1,151,004.18	156.42	-	1,151,160.60	1,151,160.60	78.21
Subtotal All City Investments										
					20,901,570.22	4,973,075.65	-	25,874,645.87	25,809,316.72	215,559.94
Total Investments					20,901,570.22	4,973,075.65	-	25,874,645.87	25,809,316.72	215,559.94
								Market Value Adjustment	(65,329.15)	
								4,973,075.65		
								4,973,075.65		
								-		



STAFF REPORT

MEETING DATE: September 23, 2026

PRESENTER: John Jansons, City Manager

SUBJECT: Resolution Approving Fee Schedule Modification to the City Engineer Services Agreement with Yamabe & Horn Engineering, Inc. (JJ)

RECOMMENDATION: Council adopt the resolution approving a fee schedule modification to the City Engineer Services Agreement with Yamabe & Horn Engineering, Inc.

EXECUTIVE SUMMARY:

Yamabe & Horn Engineering, Inc. (Yamabe & Horn) has served as City Engineer for the City of Kerman since April 1, 1991.

Pursuant to the latest agreement entered in 2022, Yamabe & Horn provides contract City Engineer services, engineering review of private developments and City capital improvement design, bidding and construction management services to Kerman.

In accordance with provisions of the agreement allowing for annual fee schedule modifications, Yamabe & Horn fees were last adjusted in January 2026 for the remainder of Fiscal Year 2025-26. The request was the first since inception of the 2022 agreement and served to address engineering industry escalating costs.

Yamabe & Horn is now requesting that updated fees (**Exhibit 'A'**) for Fiscal Year 2026-27 be implemented beginning October 1, 2027, through June 30, 2027.

FISCAL IMPACT:

The modified fee schedule for engineering services is attached as **Exhibit 'A'** to the Resolution.

ATTACHMENTS:

A. Resolution w/ Exhibit

Attachment ‘A’

RESOLUTION NO. 26-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING FEE SCHEDULE MODIFICATION TO THE CITY ENGINEER SERVICES AGREEMENT
WITH YAMABE AND HORN ENGINEERING, INC.**

WHEREAS, the City has an agreement with Yamabe and Horn, Engineering Inc. for receiving City general engineering services; and

WHEREAS, the agreement contains a provision for annual fee schedule modification upon approval by City Council; and

WHEREAS, on January 14, 2026, a fee schedule modification for the remainder of Fiscal Year 2025-26, for Yamabe and Horn, Engineering Inc. was approved by City Council; and

WHEREAS, now Yamabe and Horn Engineering, Inc. is requesting that Fiscal Year 2026-27 rates be implemented effective October 1, 2026, through June 30, 2027, as presented in (**Exhibit ‘A’**); and

WHEREAS, the City Manager recommends approval of the fee schedule modification to the City Engineer Services Agreement with Yamabe and Horn Engineering, Inc.

NOW, THEREFORE, the City Council of the City of Kerman does resolve as follows:

- SECTION 1. The foregoing recitals are incorporated by reference.
- SECTION 2. The Council approves the fee schedule modification to the City Engineer Services Agreement with Yamabe and Horn Engineering, Inc. effective October 21, 2026, through June 30, 2027.
- SECTION 3. The City Manager is hereby authorized to execute an amendment to the Agreement enacting the modified fee schedule.
- SECTION 3. This resolution is effective on adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 23rd day of September 2026, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana Zamudio
City Clerk

YAMABE & HORN ENGINEERING, INC.
 CIVIL ENGINEERS - LAND SURVEYORS
 2985 North Burl Avenue, Suite 101, Fresno, CA 93727
 (559) 244-3123

2026/2027 Fee Schedule

Engineering		
Principal Engineer	\$ 260	per hour
Civil Engineer V	\$ 230	per hour
Civil Engineer IV	\$ 190	per hour
Civil Engineer III	\$ 180	per hour
Civil Engineer II	\$ 170	per hour
Civil Engineer I	\$ 155	per hour
Project Manager III	\$ 185	per hour
Project Manager II	\$ 175	per hour
Project Manager I	\$ 150	per hour
Assistant Engineer III	\$ 140	per hour
Assistant Engineer II	\$ 130	per hour
Assistant Engineer I	\$ 110	per hour

Land Surveying		
Land Surveyor II	\$ 180	per hour
Land Surveyor I	\$ 165	per hour
Assistant Surveyor II	\$ 145	per hour
Assistant Surveyor I	\$ 120	per hour
2-Person Survey Crew (PW) ³	\$ 325	per hour
1-Person Survey Crew ³	\$ 210	per hour

Construction Management		
Construction Manager II	\$ 200	per hour
Construction Manager I	\$ 165	per hour
Project Services Administrator	\$ 120	per hour
Public Works Inspector III ³	\$ 180	per hour
Public Works Inspector II ³	\$ 175	per hour
Public Works Inspector I ³	\$ 155	per hour

Technical Services		
GIS/CAD Manager	\$ 165	per hour
GIS Analyst	\$ 130	per hour
GIS Technician	\$ 110	per hour
CAD Drafter II	\$ 115	per hour
CAD Drafter I	\$ 100	per hour
Clerical	\$ 85	per hour

Direct Costs		
Travel		Fed Rate per mile
Subconsultants and Printing		Cost plus 10%

Notes:

1. Fee schedule is effective July 1, 2026 in accordance with Master Agreement
2. Prevailing wage rates are shown for Fresno County.
3. Prevailing Wage OT services billed per rates established in Caltrans Cost Proposal Template



STAFF REPORT

MEETING DATE: September 23, 2026

PRESENTER: Theresa Johnson, Community Services Director

SUBJECT: Resolution Approving the Program Participation Agreement for the California Energy Design Assistance (CEDA) program for the Kerman Area Multi-Generational Resiliency Center Project (TJ)

RECOMMENDATION: Council adopt resolution authorizing the submission of the Program Participation Agreement for the California Energy Design Assistance (CEDA) benefits program for the Kerman Area Multi-Generational Resiliency Center project.

DISCUSSION:

On November 12, 2025, at the City Council meeting, ELS Architecture and Urban Design was awarded the architectural design services agreement for the Kerman Area Multi-Generational Resiliency Center (KAMGRC) located at 15101 W. Kearney Blvd. After executing the agreement, City staff and the ELS team began meeting weekly. Throughout the design process, ELS has incorporated smart design and value-engineered strategies to create a facility that meets the needs of the department and the participants who will use this center for years to come.

Recently, ELS presented the City with an opportunity to submit a program participation agreement for the California Energy Design Assistance (CEDA) program, which offers comprehensive benefits, including incentives, energy modeling, and expert support to ensure the KAMGRC is an energy-efficient, cost-effective facility.

Incentives achieved from participating in the CEDA program can reduce lifecycle energy use, help offset the cost of implementing energy-efficient and high-performance design strategies, and align with California energy codes and decarbonization targets. This ongoing program is open to projects in the PG&E, SCE, SoCalGas, or SDG&E service territory with an eligible rate structure and must be designed for whole-building energy efficiency. City staff reviewed the benefits of participating in the CEDA program with ELS and determined that the KAMGRC project meets the minimum eligibility requirements to submit a program participation agreement.

FISCAL IMPACT:

None.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 26-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AUTHORIZING
THE SUBMISSION OF A PROGRAM PARTICIPANT AGREEMENT FOR
CALIFORNIA ENERGY DESIGN ASSISTANCE (CEDA) BENEFITS
AND AUTHORIZING THE CITY MANAGER TO EXECUTE**

WHEREAS, the City of Kerman contracted with ELS Architecture & Urban Design to complete architectural design services for the new Kerman Area Multi-Generational Community Resiliency Center (KAMGRC) Project on November 12, 2025;

WHEREAS, ELS has presented the City with an opportunity to receive California Energy Design (CEDA) Assistance Benefits that will provide financial incentives, energy modeling, and expert support on the design of the Kerman Area Multi-Generational Resiliency Center (KAMGRC);

WHEREAS, the City of Kerman intends to apply for California Energy Design Assistance (CEDA) Benefits for the Kerman Area Multi-Generational Resiliency Center (KAMGRC) Project;

NOW, THEREFORE, the City Council of the City of Kerman resolves as follows:

- SECTION 1. The above recitals are true and correct and incorporated by reference.
- SECTION 2. The City Council approves the Kerman Area Multi-Generational Resiliency Center CEDA Program Participation Agreement attached hereto as **Exhibit 'A'** and incorporated by reference.
- SECTION 3. The City Manager is authorized to sign the Agreement on behalf of the City of Kerman.
- SECTION 4. This resolution is effective upon its adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 23rd day of September 2026, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana Zamudio
City Clerk



PROGRAM PARTICIPATION AGREEMENT

Exhibit 'A'

Thank you for participating in Willdan's California Energy Design Program.

Section 5, Item F.

Follow the 3 steps below to get started:

- **Step 1:** Submit this Program Participation Agreement to Willdan ("Implementer").
- **Step 2:** Willdan will review the selected measures and issue an Offer Letter and Design Team Inducement check.
- **Step 3:** After receiving an Offer Letter, proceed with the installation of measures. After measure installation, Willdan will perform a verification site visit and finalize the post-installation application.

PROJECT DETAILS

SITE INFORMATION

Project Site or Building Name:

Kerman Area Multi-Generational Resiliency Center

Estimated Project Completion Date:

July 2028

Project Site Street Address:

West Kearney Boulevard

City:

Kerman

State:

CA

Zip:

93630

Project Site Electric Service Provider:

Pacific Gas & Electric

Project Site Gas Service Provider:

Pacific Gas & Electric

Project Team (PT) Lead Contact Name:

Lauren Wynveen

PT Lead Contact Firm Name:

lwynveen@elsarch.com

PT Lead Contact Email:

Kim-Van Troung

PT Lead Contact Phone:

kttroung@elsarch.com

BUILDING OWNER ("CUSTOMER") INFORMATION

Building Owner Main Contact Name:

Building Owner Company/Organization:

Building Owner Email:

Building Owner Phone:

CEDA PROGRAM PARTICIPATION AGREEMENT SIGNATURE

Customer has reviewed and agrees to be legally bound by the following CEDA Program Participation Agreement terms and conditions. Customer further agrees that until the Project receives written approval, Customer will not remove any existing equipment or systems and/or purchase or install any Project energy efficiency measure(s) which are required to receive any incentive.

Building Owner Name (typed or printed)

Company (typed or printed)

Building Owner Signature

Date

CEDA is funded by California utility customers and administered by Pacific Gas and Electric Company (PG&E) and supported by the state's other investor-owned utilities, (IOUs), under the auspices of the California Public Utilities Commission.

Customer and Project Team agrees to implement its project (Project) subject to these California Energy Design Assistance (CEDA) Program Participation Agreement (PPA) Terms and Conditions.

1. **AUTHORITY.** Customer/Builder represents and warrants it has the Project Site owner's permission to implement the Project.
2. **ELIGIBILITY REQUIREMENTS.** Eligibility requirements for Projects seeking to participate in Programs must be for a non- residential or high-rise multifamily project and the Project's meter is charged the public purpose fund surcharge. Project implementation is subject to all California Public Utility Commission (CPUC) regulatory mandates, the Program Project's rules and policies which may change without notice, (Statewide Customized Offering Procedures Manual, PG&E's Platform Rulebook) individually and collectively, the (Program Manual), Project measures have not been replaced within the last 5 years, and any other eligibility requirements as required by PG&E. To participate in the Programs and determine energy savings and potential incentives, the Customer/Builder agrees to provide Project information including, but not limited to, site addresses, design drawings, equipment specs, and operational information.
3. **RELEASE OF CUSTOMER DATA.** Customer/Builder understands to participate in this Program, Implementer Willdan and PG&E will need to collect the Customer's personal identifiable information, energy usage data, account number, billing data, documentation, and possibly other such related information, collectively (Customer Data). Customer consents to allowing Implementer and PG&E to access, use, and store their Customer Data, as well make it available or discuss with another Investor Owned Utility where their Project is being implemented for the limited purpose to administer the Program regulatory compliance requirements as directed by the CPUC.
 - A. PG&E will use and publish the Participant's anonymized Project Site Data in reports, technical literature, promotional materials, electronic media, collectively (Reports) and energy modeling and code compliance software, collectively (Software) to assist in evaluating best practices and to encourage widespread application of technologies to achieve high-performance buildings in California in compliance with the California Public Utility Commission's (CPUC) directives.
 - B. PG&E may acquire Participant personal identifiable information and/or energy usage information (Participant PII) as part of the Project Site Data. PG&E agrees it will only publish anonymized Project Site Data. Except as required by the CPUC, law, or with Customer's written consent, PG&E will not publish or make publicly available any Participant's PII or any Project Site Data containing Participant's PII.
4. **WORKFORCE STANDARDS AND INCENTIVES FOR HVAC AND LIGHTING CONTROL MEASURES.** Projects that receive an incentive for non-residential heating, ventilation, and air conditioning (HVAC) measure exceeding \$3,000 per project and/or for lighting control (LC) measure exceeding \$2,000 per project, prior to these measures being installed, modified or maintained, each technician rendering such work is required to provide their applicable qualification documentation and must have for at least one of the following: (a) Completed an accredited HVAC apprenticeship. (b) Is enrolled in an accredited HVAC apprenticeship. (c) Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the CA Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed. (d) Has a C-20 HVAC contractor license issued by the CA Contractors State Licensing Board; and for LC Measures the person doing the work must produce an installer certification from the CA Advanced Lighting Controls Training Program.
5. **PROJECT APPROVAL AND PRODUCT QUALIFICATION.** Projects must receive written Project Approval in accordance with the applicable requirements in the Program Manual, which can include the CPUC Energy Division (ED) review and approval for the Project. Equipment leased, rebuilt, resale products, received from warranty or insurance, exchanged, or won as a prize; new parts installed in existing equipment, do not qualify.
6. **PROJECT DESIGN, FEASIBILITY, INSTALLATION AND PERMITS.** If applicable, PG&E may review the design, construction, operation or maintenance of the Project which does not constitute any guarantee or representation as to the economic or technical feasibility, operational capability, or reliability of the Project measures. PG&E shall have no responsibility for the Project design, feasibility, operational capability, reliability of the Project measures or to obtain any necessary Project permits, materials, labor, costs to develop the Project's scope, final design, acquire bids, hire appropriate licensed contractor(s), verify applicable workforce standards, technical and operational Project feasibility, and other related cost and fees to implement the Project. These issues are to be reviewed and decided between the Implementer and the Customer/Builder to determine who is responsible and accountable.
7. **PROJECT INSTALLATION DEADLINE.** Projects must receive Program Administrator pre-approval prior to December 31st, 2026 and complete construction within 3 years of Offer Letter issue date. If project will be completed after that date, additional approval is required and will be outlined in the Offer Letter.
8. **ACCESS AND INSPECTIONS OF PROJECT SITE.** Project inspections, which may include baseline and performance measurements, are required to be verified upon the Project's completion to determine the final incentive amount to be paid. Customer/Builder agrees to, or shall procure the right to, provide access to PG&E, its agents and the CPUC to perform these tasks and others such as, Project inspection of post installation equipment to review the existing/baseline energy use measurements.
 - A. Participant agrees to allow PG&E, Contractor, and/or Field Contractor to distribute survey materials to building Site occupants if necessary.

- 9. PROJECT MATERIAL OR SCOPE CHANGES.** If the Project scope or Site conditions materially change or there occurs any non-routine events (i.e. Project site size change, use of additional heating and cooling loads, longer or shorter operating hours), during implementation or after completion impacting the Project energy saving benefit, Customer/Builder shall promptly prepare a written detailed narrative about such event(s) or modifications.
- 10. CALCULATION OF THE PROJECT INCENTIVE.** Project incentives are paid based on project team participation, design team energy efficiency project efforts, implementation of High-Performance equipment (as defined by the CEDA program), and/or verified energy savings claim. The Project incentives, energy savings projections and installation costs on this or related to this Program Participation Agreement are ESTIMATES only and may vary upon verification of the completed Project's energy savings. Incentive payments based on energy savings claims shall only be paid on projects that exceed California code or standard practice. Implementer and PG&E shall verify the Project's energy savings and determine the Project's incentive to be paid, in compliance with the Project's relevant Program Manual. The information provided by the Customer/Builder will be used to process the incentive and will be shared with PG&E and PG&E's consultants, the CPUC and the CPUC's consultants, and, if the Project is not located in the PG&E service area, data may be shared with the Investor Owned Utility that provides energy to the Project site.
- 11. CUSTOMERS WITH SELF GENERATION CAPABILITIES.** For Alteration Projects with an existing onsite cogeneration or self-generation system, incentives for energy savings are limited to the previous 12-month energy usage (kW, kWh and therms) purchased from or delivered by the utility on the meter(s) serving the Project measures to be installed.
- 12. INCENTIVE FUNDING.** Incentives are paid on a first-come, first-served basis until depleted and are provided as directed by the CPUC. Incentives may not exceed Project costs.
- 13. PROJECTS WITH NON-PG&E ENERGY SUPPLY.** If non-PG&E (non-IOU for statewide programs) supply, i.e. generation or deliveries from another commodity supplier, is involved, incentives are paid based only on the energy savings reflected on the electric grid or natural gas system, as solely determined by PG&E.
- 14. PROJECT CERTIFICATIONS.** Customer/Builder receiving incentives for energy efficiency measures are required to submit a written certification as set forth in CA Public Utilities Code Section 399.4 b(1) and (2) which states in relevance; "prior to receiving any Project Incentive payment, the recipient of the Incentive must certify the Project is complete and complied with applicable permitting and licensing requirements, any contractor performing the Project's work was a licensed contractor". For Projects with HVAC measures, Customer/Builder must submit a certificate of occupancy for new construction projects or proof of the permit is closed.
- 15. PROJECT COMPLETION SUBMITTAL DOCUMENTATION.** To issue an incentive, all relevant and applicable Project documentation must be submitted, including but not limited to, paid invoices, supplier name, address, phone, itemized listing of products, quantity, manufacturer and model number, Project Certifications, HVAC Permit closure evidence, final engineering calculations and related documentation used to substantiate the Project's energy savings, other documentation required in the Project's relevant Program Manual(s) and requested by PG&E.
- 16. ENERGY BENEFITS AND INCENTIVE DISQUALIFICATION.** Project incentives are made in consideration of California Ratepayers receiving 100 percent of the related energy savings benefit over the life of the completed Project or 5 years, whichever is less. For Projects not delivering 100 percent of its energy savings benefit, Customer/Builder and the Program Implementer shall be responsible to refund PG&E a prorated amount of the Project Incentive for the time PG&E did not receive the Project's energy savings. The prorated amount will be offset against any amounts due or be payable within 30 days of notification.
- 17. CPUC DISCLOSURE AND RIGHTS.** These terms and conditions can be modified anytime by the CPUC. All Projects are reviewed and approved by CPUC ED staff and Project results, reports, energy usage data, or other related documentation shall be made available to the CPUC upon request. Implementer will provide notice of material changes via mail, fax transmission, or email at the address provided in this Program Participation Agreement.
- 18. TERM AND TERMINATION.** This Program Participation Agreement is effective upon the parties' signature and expires when PG&E receives 100 percent of the Project's energy savings, unless terminated earlier. If this Program Participation Agreement is terminated due to a breach of its obligations or as directed by the CPUC, Implementer and PG&E shall not be liable for any damages or claims arising from such termination.
- 19. SAFETY AND COMPLIANCE WITH ALL LAWS.** All Project installation and work performed must comply with all federal, state laws, safety requirements and applicable manufacturer instructions.
- 20. NO WARRANTY AND DISCLAIMER.** PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED RELATED TO THE PROJECT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.
- 21. NO OBLIGATION.** California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no es

obligados a comprar servicios completos o adicionales que no estén cubiertos bajo este programa. Este programa a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).

- 22. MISREPRESENTATION.** All Project information provided must be true and correct. Information determined to be fraudulent or misleading will result in the Project being disqualified, and this Program Participation Agreement being terminated.
- 23. LIMITATION OF LIABILITY.** PG&E shall not be liable for any costs due to a Project's estimated versus actual energy savings related to the Project Incentive to be paid, Project savings that did not materialize, Project cancellation or implementation cost increase for any reason. In no event shall PG&E, Implementer or Customer/Builder be liable for any special, incidental, indirect, lost profits, or consequential damages arising from or related to the Project.
- 24. ADVERTISING AND USE OF PG&E'S NAME.** Implementer and Customer/Builder agree not to use each other's name, PG&E's name or identifying characteristic of customer's/builder's Project Site in any published materials absent the written approval of such respective party.
- 25. ASSIGNMENT.** No part of this Program Participation Agreement may be assigned absent Implementer's written consent, unless the assignment is for the sale of the Project Site.
- 26. PROJECT SITE SALE.** Customer/Builder agrees to include these Project obligations by assigning this Program Participation Agreement, if in effect, as part of a sale involving the Project Site to enable the Project energy savings to continue as set forth herein.
- 27. NO DOUBLE DIPPING.** Customer/Builder represents they have not received within the last five years and will not for five years thereafter seek any EE incentives or rebates offered by PG&E, other Program Administrators, including the IOUs, state or local agencies for the Project measures/services under this Program Participation Agreement.
- 28. TAX LIABILITY.** The receipt of any incentive pursuant to this Program Participation Agreement may result in taxable income. The responsibility for payment and reporting any tax liability arising from the incentive paid is between the Implementer and the Customer/Builder.
- 29. TOXIC MATERIALS.** PG&E and Implementer shall have no responsibility for the discovery, exposure, presence, handling, removal, or disposal of hazardous materials of any kind related to implementing the Project, including without limitation, asbestos, PCBs, or other toxic substances.
- 30. GOVERNING LAW.** This Application shall be construed in accordance with the laws of the State of California and exclusive jurisdiction and venue of the federal and state courts of San Francisco, California to resolve any disputes.
- 31. PROCUREMENT AND INSTALLATION OF EQUIPMENT.** Customer/Builder may not procure or begin to install measure equipment prior to formal approval of the Project Feasibility Study. Following review of the Project Feasibility Study, the proposed incentives will be approved, revised, or rejected. Upon approval, the program implementer will issue an Offer Letter, after which the customer/builder may procure and install measure equipment. Any measure equipment for which installation has begun prior to receipt of the Offer Letter will be ineligible for incentives.

Customer/Builder may request an exception to the above procurement limitation, via a Request for Early Procurement. This request must be submitted with the Project Feasibility Study. With this request, the following conditions apply.

- A. No measure equipment may be procured prior to approval of the Request for Early Procurement.
 - B. Approval of the Request for Early Procurement allows the customer/builder to move forward with procurement only. The customer/builder may not install equipment prior to receipt of the formal Offer Letter.
 - C. The exception for early procurement does not guarantee approval of incentives. Until the Offer Letter is issued, incentives may still be approved, revised, or rejected.
- 32.** Signing this form indicates that you acknowledge these terms, and that if you proceed with procurement and/or installation of measure equipment prior to full approval, you do so at your own risk with no guarantee of incentives.





STAFF REPORT

MEETING DATE: September 23, 2026

PRESENTER: John Jansons, City Manager

SUBJECT: Consideration of Resolution in Support of Ballot Measure S (JJ)

RECOMMENDATION: Council consider whether to adopt a resolution in support of Measure S, known as “Better Roads Safe Streets.”

DISCUSSION:

The Council previously considered whether to lend its support to one of two competing ballot measures to replace the current County-wide Measure C, which is set to expire on June 30, 2027. At that time, the Council tabled the matter until either measure met the requirements for placement on the ballot.

Measure S, also known as “Better Roads Safe Streets”, is a proposed half-cent sales tax projected to generate nearly \$7.4 billion during its 30-year lifespan and has been cleared for the November 2026 ballot, by judicial decree. Fresno County voters will be asked whether to approve Measure S on November 3, 2026.

The largest, most obvious distinction between Measure S and its predecessor, Measure C, is how tax revenues are distributed between local and regional road projects. Measure S allocates 65% of revenue to existing neighborhood roads and 5% to regional improvements (including 1% to Fresno Yosemite International Airport), compared to 34.6% of revenue for local roads and 30.4% for regional improvements like freeways and major commuter corridors under the expiring Measure C.

Under Measure S, each of Fresno County’s 15 incorporated cities and Fresno County would receive \$400,000 a year to maintain, repair, or rebuild existing roads. The balance of local roads funds would then be distributed to each jurisdiction using an “80/20” formula, with 80% of funds allocated according to population and 20% by the number of maintained public roadway miles. By comparison, Measure C employed a “75/25” formula. If enacted, the lower proportion in Measure S may result in cities looking to the County to fully fund some projects.

Under Measure S, cities would have wide leeway over how to spend their funds for local roads. However, they can only spend up to 5% of funds per year on “road expansion or capacity-increasing projects”, and only if every street in their jurisdiction attains a “Pavement Conditions Index” score of 65 or above. A PCI score of 65 is considered “fair.” PCI provides a snapshot, on a scale of 0 to 100, of the pavement condition roads. The scores are determined by each

jurisdiction's planning staff or consultants. Measure S would limit "capacity-increasing" projects until the PCI criteria is met.

For context, Kerman's roads were last rated at an average of 71, highest in the County, while other cities have a much lower PCI score including as low as 36.

Measure S also contains a "no-sprawl" stipulation. It states that revenues allotted to existing neighborhood roads cannot be used for new street construction in "new growth areas" or "new town developments."

Measure S contains a 65% allocation to local roads also makes major commitments to new bike and pedestrian infrastructure. Under Measure S, at least 120 miles of bike paths or protected bike lanes must be constructed by 2057 when the tax sunsets. At least 84 of those miles would be built in Fresno and Clovis, and at least 36 miles in unincorporated county areas. Measure S mandates at least 150 such projects designed to "improve walkability, safety, and connectivity for students and reduce serious injuries and fatalities", as Safe Routes to Schools projects.

The second largest portion of funding under Measure S, 25% of the tax revenue, is allocated to public transit. This funding share represents a small increase from Measure C, which dedicated 24% to public transit. Fresno Area Express, Fresno's city-run bus system, gets 70% of this allocation, followed by Fresno County Rural Transit Agency receiving 20% and Clovis Transit receiving 10%. To continue receiving funds under Measure S, each transit agency must demonstrate year-over-year improvements using several metrics measuring total ridership, service frequencies, waiting times and on-time performance. Measure S also includes a 4% set aside for "access and innovation", that assures free bus fares for seniors 62 and older, people with disabilities, active-duty military personnel, veterans, students and children. Critics of Measure S contend too much money is allotted to buses and bike lanes.

Finally, the remaining 1% of Measure S revenue would be allotted to administration, which is slightly less than the 1.5% under the expiring Measure C.

A contested distinction between the proposed measure and the expiring one is oversight, which has been hotly debated. Under Measure C the Fresno County Transportation Authority governing board approved how tax revenue was spent and ensured projects were built and managed correctly. Under Measure S, the FCTA would be eliminated, and its responsibilities would be passed to the Fresno Council of Governments (COG). Each city and the county are required to submit independent audits and performance reports annually. Fresno COG would also carry out independent audits of all tax revenues and expenditures. While Measure C had some citizen oversight, the view has been that residents lacked any real power. Under Measure S, the role of the Citizen Oversight Committee would be strengthened and expanded to 11 members, selected by the Fresno COG Policy Board, have the authority to review financial and performance audits, recommend actions and expenditures, and hold quarterly public meetings.

Because Measure S is a citizen-led initiative, and gathered the required number of signatures, it needs only a simple majority of 50% + 1 to pass. Previous iterations of Measure C required a two-thirds majority of 66.61%, including the failed renewal effort in 2024.

FISCAL IMPACT:

The fiscal impact of Measure S is estimated at \$7.4 Billion dollars over 30 years.

Kerman's baseline revenue under the Measure C program funding is approximately \$650,000 annually which will expire on June 30, 2027.

If Measure S is approved by voters, it is estimated that Kerman would receive \$1,400,000 annually. The estimated revenue to Kerman over the 30-year lifespan of Measure S is estimated between \$81 and \$83 Million dollars.

ATTACHMENTS:

A. Resolution

Attachment ‘A’

RESOLUTION 26- __

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN SUPPORTING MEASURE “S”, A 30-YEAR COUNTYWIDE HALF-CENT SALES TAX TO REPLACE MEASURE C, EXPIRING JUNE 30, 2027, TO FUND FUTURE TRANSPORTATION IMPROVEMENTS IN FRESNO COUNTY.

WHEREAS, Measure S has qualified for the November 3, 2026, General Election; and

WHEREAS, Measure S will replace the expiring Measure C transportation tax; and

WHEREAS, Measure S is a citizen-led ballot initiative to continue a half-cent Countywide sales tax surcharge for transportation improvement in Fresno County; and

WHEREAS, the City of Kerman will benefit from dedicated formula-based funding for transportation improvements in Kerman and throughout Fresno County if Measure S is approved by the voters; and

WHEREAS, if Measure S is not approved by the voters of Fresno County, Kerman will suffer a significant loss of dedicated transportation funding that will cause serious financial hardship and delay in funding and constructing necessary projects to the detriment of Kerman residents and businesses.

NOW, THEREFORE, the City Council of the City of Kerman resolves as follows:

- SECTION 1. The above referenced recitals are true and correct and incorporated herein by reference.
- SECTION 2. The City of Kerman supports the passage of Measure S.
- SECTION 3. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 23rd day of September 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana Zamudio
City Clerk



STAFF REPORT

MEETING DATE: September 23, 2026

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Resolution Approving Final Map, Subdivision Agreement, Right-to-Farm Covenant, Landscape and Lighting District Covenant, and Temporary Storm Drainage Basin Covenant for Tract No. 6473 (JG)

RECOMMENDATION: Council by motion adopt resolution pertaining to Tract No. 6473 as follows:

1. Approving Final Map and Subdivision Agreement
2. Approving Covenant Acknowledging Right-To-Farm Law
3. Approving Covenant Accepting Annexation into Landscape and Lighting District No. 1
4. Approving Covenant for Temporary Storm Drainage Basin Use
5. Authorizing the City Manager to sign the Subdivision Agreement and Covenants

EXECUTIVE SUMMARY:

H&T Investments, LP (Applicant) submitted tentative subdivision map 2023-04 (TSM 2023-04) for approximately 48.38 acres at the northwest corner of the State Route 180 (Whitesbridge Road) and the Del Norte Avenue intersection. TSM 2023-04 includes 200 single-family residential lots, one lot for multi-family residential development, and four lots for commercial development. The Planning Commission approved TSM 2023-04 on December 16, 2024, and the City Council approved it on February 26, 2025.

Following approval of TSM 2023-04, the Applicant petitioned and received approval for submittal of phased final maps. Final Map No. 6473 (FM 6473), submitted by the Applicant, contains the multi-family residential lot and four commercial lots. The action before the Council applies to FM 6473. Final Map No. 6572 (FM 6572), submitted by Century Communities of California (Century), following acquisition of the TSM 2023-04 residential portion, contains 118 of the 200 single-family lots. Century is responsible for construction of most of the public improvements within the TSM 2023-04 boundary, including improvements located within FM 6473. The Applicant remains responsible for constructing the State Route 180 improvements, which are subject to a separate Caltrans permitting process, as well as future sidewalks along the interior streets adjacent to the multi-family and commercial lots.

TSM 2023-04 has completed the Fresno Local Agency Formation Commission annexation process to bring all phased final map areas within the City limits. City staff has reviewed FM 6473, its improvement plans, and the required supporting documents and has determined

that the final map is technically correct. Staff recommends that the Council approve FM 6473 and accept the dedications offered for public use.

Before FM 6473 can be recorded, the Applicant must enter into a subdivision agreement with the City. The agreement requires the Applicant to provide improvement and warranty securities, as required by Government Code Section 66462, to guarantee completion of the improvements for which it is responsible. The agreement also identifies applicable development impact fees and the timing of their collection. Because development of the multi-family and commercial lots is not currently proposed, those fees will be established and collected when each lot is developed through the City's site plan review process. Substantial completion of the required infrastructure is tentatively scheduled for September 30, 2028, however dependent on Caltrans approval of the State Route 180 improvements. The City will not issue certificates of occupancy for development within FM 6473 until the City Engineer determines that the infrastructure needed to protect public health and safety is substantially complete.

A policy of the City of Kerman is to preserve, protect and encourage development of its agricultural land and industries. The City's Right-to-Farm policy protects agricultural operations and informs future property owners about inconveniences that may result from normal farming activities on nearby land. FM 6473 is subject to a condition of approval for recordation of a Right-to-Farm covenant. The covenant will be recorded with FM 6473 and will apply to future owners of the property.

FM 6473 will benefit from the installation of streetlights, landscaping, and irrigation within designated landscape strips and street median rights-of-way. The City's Landscape and Lighting District No. 1 (LLD No. 1) will maintain these improvements and pay the related electricity costs. FM 6473 must therefore be annexed into LLD No. 1. The Council initiated the annexation on June 10, 2026, and held the required public hearing on July 8, 2026. The covenant documents the annexation and provides notice of the assessment requirements to future owners.

Permanent storm drainage facilities are not yet available to serve FM 6473. As an interim measure, Century will construct a temporary storm drainage basin to receive runoff from its own FM 6572 as well as the Applicant's FM 6473. The Applicant and Century (Covenantors) have both executed the Temporary Storm Drainage Basin Covenant with the City. The covenant establishes the parties' responsibilities for use and maintenance of the basin and for backfilling it when it is no longer needed. The Covenantors also have a separate private agreement addressing the temporary basin; that agreement is between the owners and is separate from the City's covenant. When permanent drainage facilities become available, the FM 6473 storm drain system will connect to them, and the temporary basin will be removed from service and backfilled in accordance with the covenant. The covenant will be recorded with FM 6473 and will apply to future owners of the property.

FISCAL IMPACT:

Permit fees will be collected prior to issuance of grading permit. Development impact fees for the future multi-family and commercial lots will be established and collected as each lot is

developed through the site plan review process and prior to issuance of certificates of occupancy. Because the tentative map is not a vesting map, development impact fees will be charged at the rates in effect when they are collected. All other required fees will be paid before FM 6473 is recorded.

ATTACHMENTS:

- A. Resolution w/Exhibits
- B. Final Map No. 6473

Attachment 'A'

RESOLUTION NO. 26-__**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN, CALIFORNIA,
APPROVING FINAL MAP, SUBDIVISION AGREEMENT, RIGHT-TO-FARM COVENANT,
LANDSCAPE AND LIGHTING DISTRICT COVENANT, TEMPORARY STORM DRAINAGE BASIN
COVENANT AND ACCEPTING DEDICATION OF RIGHT-OF-WAY FOR PUBLIC STREET AND
UTILITY PURPOSES FOR TRACT NO. 6473**

WHEREAS, Tentative Subdivision Map No. 2023-04 , was approved by the Planning Commission on December 16, 2024 and the City Council on February 26, 2025; and

WHEREAS, H&T Investments, LP (“Owner”) has submitted an application for a Final Map for Tract No. 6473; and

WHEREAS, all the certificates which appear on the map (except the approval certificate of the City Council of the City of Kerman and the recording certificate of the Recorder of the County of Fresno) have been signed and acknowledged; and

WHEREAS, the City Council has considered the application for Final Map for Tract No. 6473 under the Subdivision Map Act, Subdivision Ordinance of the City of Kerman, and proofs and evidence offered including the recommendations of the City Engineer, the City Surveyor, the Community Development Director, and the City Planning Commission; and

WHEREAS, the City Council has found that the proposed subdivision together with provisions for its design and improvement, is consistent with the General Plan of the City of Kerman and that none of the grounds for denial set forth in subdivisions (a) through (g) of Section 66474 of the Government Code exist with respect to said subdivision; and

WHEREAS, Owner whose signatures appear on the map have offered for dedication certain streets and public utility easements as shown and delineated on said map; and

WHEREAS, a subdivision agreement is necessary for assurance of improvements construction completion and collection of applicable development impact fees; and

WHEREAS, a Right-to-Farm covenant is necessary for assurance development use and maintenance does not adversely affect adjoining properties and serving as disclosure to future buyers of inconveniences and discomforts resulting from normal farming activities affecting properties adjoining the development; and

WHEREAS, a landscaping and lighting district (LLD) covenant is necessary for annexing the development into LLD No. 1 and carrying with it requirements of the annexation process and serving as disclosure future buyers of said requirements; and

WHEREAS, a temporary storm drainage covenant is necessary for imposing requirements onto the covenantors for maintenance and future abandonment of said basin.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN RESOLVES AS FOLLOWS:

1. The Council finds that the map is in substantial compliance with said tentative map, any deviations therefrom being deemed to be approved by the Council.
2. The Final Map for Tract No. 6473, consisting of two (2) sheets, a copy of which is on file with the City Clerk, is hereby approved and the City Clerk is authorized and directed to provide for the recording of said Final Map subject to requirements set forth in the Subdivision Agreement.
3. The offers of dedication of easements for public use made on the Final Map for Tract No. 6473 are hereby accepted on behalf of the public unless it is stated on the Final Map that said dedications are subject to acceptance of Owner installed public improvements, subject to complete compliance with Government Code Sections 66492 and 66493 of the Subdivision Map Action prior to release of the map for recordation.
4. The Subdivision Agreement between the City of Kerman and Owner, a copy of which is attached hereto as **Exhibit '1'**, is hereby approved and the City Manager is authorized to sign said Agreement. As to the Impact Fees referenced in the Agreement, because development of the multi-family and commercial lots is not currently proposed, the fees will be established and collected when each lot is developed through the City's site plan review process. Furthermore, TSM 2023-04 was approved as a Tentative Subdivision Map; therefore development impact fees unit costs will be paid at the rate in effect at the time of collection.
5. The Right-to-Farm covenant between the City of Kerman and Owner, a copy of which is attached hereto as **Exhibit '2'**, is hereby approved and the City Manager is authorized to sign said Agreement.
6. The landscaping and lighting district covenant between the City of Kerman and Owner, a copy of which is attached hereto as **Exhibit '3'**, is hereby approved and the City Manager is authorized to sign said Agreement.
7. The temporary storm drainage covenant between the City of Kerman, Owner, and Century Communities of California, a copy of which is attached hereto as **Exhibit '4'**, is hereby approved and the City Manager is authorized to sign said Agreement.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 23rd day of September 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana Zamudio
City Clerk

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

CITY OF KERMAN
Attn: Dalia Santana-Zamudio,
Deputy City Clerk
850 S. Madera Avenue
Kerman, CA 93630

NO FEE – Government Code Sections 6103 and 27383

Space Above This Line for Recorder's Use Only

**CITY OF KERMAN
SUBDIVISION AGREEMENT
FINAL MAP OF TRACT NO. 6473
(PHASE 1 OF TENTATIVE MAP No. 6473)**

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**CITY OF KERMAN
SUBDIVISION AGREEMENT
FINAL MAP OF TRACT NO. 6473
(PHASE 1 OF TENTATIVE MAP No. 6473)**

THIS SUBDIVISION AGREEMENT (the "Agreement") is entered into on this ____ day of _____ 2026, (the "Effective Date") by and between CITY OF KERMAN, a municipal corporation, hereinafter referred to as "CITY," and H&T INVESTMENTS, LP, a California limited partnership 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. 6473 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 February 26, 2025, with the adoption of Resolution No. 25-05, approved Tentative Subdivision Map No. 2023-04 (also known as Tentative Tract Map No. 6473) with conditions.
- 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. After approval of the tentative map, and prior to issuance of a final map, OWNER requested the CITY allow for phasing of the project including the approval of a final map for Phase 1. Phase 1 consists of the commercial and multi-family residential component of Tentative Subdivision Map No. 2023-04, but is being recorded by OWNER as Tract No. 6473 ("Phase 1"), with the southern residential portion ("Phase 2") (located to the north and west of Phase 1 to be developed as Tract No. 6572 and its remainder to the north anticipated to be phased and developed at a future date ("Phase 3"), consistent with the approved Tentative Subdivision Map. As this was not requested as part of the original application, the approved conditions for Tentative Subdivision Map No. 2023-04 had not been divided to specify the improvements, etc., required for each individual phase or a combination thereof. As a result, OWNER has requested and agrees to phase-specific clarifications to the conditions of approval, which specific requirements for Phase 1 are attached as **Exhibit "C"** Conditions of Approval:

Phase 1-Specific Conditions (Phase 1) attached hereto and incorporated herein by reference. Additionally, OWNER has requested and agrees to improvement phasing, which specific requirements for Tract No. 6473 are attached as **Exhibit "D"** Improvements Phasing attached hereto and incorporated herein by reference.

E. As a condition precedent to the acceptance and approval of the Final Map for Tract No. 6473, CITY requires the dedication of all areas delineated on the Final Map of Tract No. 6473, for public street and other public purposes consistent with provisions of the Kerman Municipal Code, this Agreement, and Tentative Subdivision Map No. 2023-04.

F. 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. 2023-04 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. Said conditions have been specified for Tract No. 6473 as set forth in **Exhibit "C"** as further clarified by **Exhibit "D"**.

G. OWNER is required to construct and install Improvements (defined below), including grading; storm drain; concrete medians, curbs, gutters, sidewalks and driveway approaches; street lighting; street paving; traffic signals; walls and fences; landscaping; irrigation; and other improvements designated for Phase 1; all as shown on the Improvement Plans for Tentative Subdivision Map No. 6473, prepared by Gateway Engineering, Inc., the engineer of record for Tentative Subdivision Map No. 6473, and approved by CITY, which Improvement Plans are on file with the City Engineer; but only such Improvements as defined below for Phase 1, and no other subdivision improvements included in the Improvement Plans for Phase 2 and Phase 3 except as indicated above and as set forth in **Exhibit "C"** and **Exhibit "D"**. Phase 2 (south residential) and Phase 3 (north residential) will be addressed in separate subdivision agreements.

H. OWNER and Century Communities of California, LLC are parties to that certain Improvement and Easement Agreement recorded May 19, 2026 as Instrument No. 2026-0049344 in the Official Records of Fresno County, which separately allocates certain costs, responsibilities, reimbursement rights, indemnities, and other obligations between OWNER and Century Communities of California, LLC.

I. 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. 6473, 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. 6473 as being divided into parcels, including street areas of adjacent existing public streets to the center lines thereof.
8. "Improvements" shall mean all grading; storm drain; concrete medians, curbs, gutters, sidewalks and driveway approaches; street lighting; street paving; traffic signals; walls and fences; landscaping; irrigation; and other improvements designated for Phase 1; all as shown on the Improvement Plans for Tentative Subdivision Map No. 6473, prepared by Gateway Engineering, Inc., the engineer of record for Tentative Subdivision Map No. 6473, and approved by CITY, which Improvement Plans are on file with the City Engineer; but only such Improvements as defined below for Phase 1, and no other subdivision improvements included in the Improvement Plans for Phase 2 and Phase 3 except as indicated above and as set forth in **Exhibit "C"** and **Exhibit "D"**.
9. "Improvement Plans" shall mean the Improvement Plans for Tentative Subdivision Map No. 6473 dated November 4, 2025 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. 2023-04" shall mean the Tentative Subdivision Map of Tract No. 6473 approved by the City Council, with its adoption of Resolution No. 25-05, on February 26, 2025.

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 within Phase 1. 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 successor or successors, actually develops. Nothing herein allows for the modification of the number of Subdivision lots except as otherwise authorized by the Subdivision Map Act and the Kerman Municipal Code.

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 occurs first, for each residential unit.

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.

Fees for non-residential units shall be paid in accordance with the most recent development fee schedule adopted by the CITY for commercial development. at the time such development occurs.

2. Impact Fee Adjustments. CITY agrees to the fee adjustments set forth in **Exhibit "B,"** Part II, provided 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 including from OWNER, which OWNER shall pay, 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 or amounts to secure reimbursement to CITY for amounts expended to enforce this Agreement, including, but not limited to, the costs incurred to construct the Improvements identified 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 reasonable 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) to the extent 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 or Improvements; or (d) CITY'S approval of the design, installation, operation, removal or maintenance of the work or 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 (2) 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, \$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.

OWNER shall use reasonable efforts to seek coverage that will provide notice of cancellation to CITY. If no such coverage is readily available, OWNER shall notify CITY of the same at the time the certificates of insurance are provided to CITY, and thereafter OWNER shall notify CITY within two (2) business days if OWNER receives notice that any policy will be cancelled. 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 fifteen (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.

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 this Agreement or any extension, OWNER fails to maintain the required insurance in full force and effect, 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 are 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 and installation of street trees. 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 and street tree or trees 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 eight hundred and forty-eight thousand dollars and zero cents (\$848,000.00), 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. The performance security shall be released to OWNER, less any amount required to be used for fulfillment of performance, upon CITY's acceptance of Improvements and OWNER's submittal of warranty security to CITY.

2. Payment Security. OWNER shall provide to CITY payment security in the amount of four hundred and twenty-four thousand dollars and zero cents (\$424,000.00), 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. The payment security shall be released to OWNER ninety (90) days following CITY's acceptance of Improvements, provided no claims have been filed against CITY.

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 eighty-four thousand eight hundred dollars and zero cents (\$84,800.00), which amount shall equal ten percent (10%) of the estimated total cost of the Improvements approved by the City Engineer, 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 levy and 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 levy and 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 levy and 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 levy and 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 levy and 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 levy and 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. The conditions of approval require OWNER to install temporary paved cul-de-sacs at the end of any dead-end streets planned for future extension longer than 150 feet in length to allow for emergency and service vehicle turn around. OWNER shall grant CITY easement(s) for the same. If the location is outside of the Final Map boundaries, such as a “remainder” area, OWNER shall obtain and provide an easement to the CITY for the same (including public travel) and shall be responsible for the construction and maintenance of the temporary paved cul-de-sacs.

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, and does not cure such failure within thirty (30) days after written notice from CITY, 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 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 thirty (30 days) of obtaining a fee interest in a portion of the Property.

If assignments is as to the entire Property, the successor in interest shall enter into an amendment to this Agreement assuming all of the obligations and benefits of the same. If assignment is for only a portion of the Property, the successor in interest shall enter into an amended and restated subdivision agreement with CITY. Said agreement will apportion obligations for construction of improvements, and require replacement insurance, bonds, security, and any other obligations or benefits. Concurrently, OWNER shall sign an amendment to this Agreement that addresses the transfer of a portion or all of the Property, provides for any reduction in bonds or security, and releases OWNER from all obligations (if any) transferred to the successor in interest. Any such agreements shall be recorded.

Additionally, the following covenants affect development of the Property: (1) Statement of Covenants Affecting Land Development Acknowledging Right-To-Farm Law for the Final Map of Tract No. 6473; (2) Basin Covenant and Agreement Affecting Land and Benefiting Property (Tract No. 6473, Phases 1, 2, and 3: and Tract No. 6572); and (3) Covenant Regarding Land Development for the Final Map of Tract No. 6473 “Kerman Landscape and Lighting 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; **Exhibit "B,"** Development Impact Fees; **Exhibit "C"** Conditions of Approval: Tract No. 6473 – Specific Conditions (Phase 1); and **Exhibit "D"** Improvements Phasing. 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. 25-05, adopted by the City Council on February 26, 2025 (as clarified in **Exhibit "C"**), the Standard Specifications, and the notes and requirements set forth on the Final Map, all of which are on file with the City Clerk.

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 **Exhibit "C"** and the Improvement Plans, which may include grading; storm drain; concrete medians, curbs, gutters, sidewalks and driveway approaches; street lighting; street paving; traffic signals; walls and fences; landscaping; and irrigation plans, 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 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>Estimated Date of Completion</u>
1.	Grading	04/28/2028
2.	Street Improvements	08/31/2028
3.	Completion of all Improvements	09/30/2028

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 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 result in a penalty of One Hundred Fifty Dollars (\$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:
H&T INVESTMENTS, LP
a California limited partnership

By: HoCo, LLC, its general partner

By: _____
John Jansons,
City Manager

By: _____
George L. Holland, III, Manager

By: _____
Dana R. Holland, Manager

(Attach Notary Acknowledgements)

(Attach Notary Acknowledgements)

Attest:

Dalia Santana-Zamudio,
City Clerk

Approved as to Form:

Hilda Cantú Montoy,
City Attorney

Approved as to Engineering Content:

Jesus A. Gonzalez,
City Engineer

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Adjusted Parcel B

The land described herein is situated in the County of Fresno, State of California, described as follows:

That portion of Lots 17, 18, 19 and 20 of Fresno Irrigated Farms Co. Tract, according to the map thereof recorded June 24, 1912 in Book 8, Page 1 of Record of Surveys, Fresno County Records being situated in the Southwest Quarter of Section 1, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, and more particularly described as follows:

Commencing at the Northeast corner of the property granted to the State of California by Grant Deeds recorded August 14, 1998, as Document No. 1998-113742 and 1998-113744 of Official Records Fresno County, thence along the North line of said Grant Deeds, North 89°21'57" West a distance of 20.00 feet to the true Point of Beginning;

Thence along the Northerly line of said Grant Deeds, South 69°46'18" West a distance of 125.74 feet; thence along said Northerly line South 89°13'10" West a distance of 533.41 feet to a point on the East line of said Lot 19; thence South 89°13'10" West along the Northerly line of the property granted to the State of California by Grant Deed recorded August 14, 1998, as Document No. 1998-113741 a distance of 650.94 feet to a point on the West line of said Lot 20; thence along the said West line, North 0°40'48" East a distance of 20.08 feet; thence leaving said West line, parallel with and 20.00 feet Northerly of said North line, North 89°13'11" East a distance of 259.33 feet; thence North 0°40'48" East a distance of 417.58; thence, North 89°59'46" East a distance of 376.87 feet, to the beginning of a non-tangent curve concave to the Southeast having a radial bearing of South 72°34'27" East, and having a radius of 50.00 feet; thence Northeasterly along said curve, though a central angle (Delta) of 90°48'28", an arc distance of 79.24 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 50.00 feet; thence Easterly along said curve, through a central angle of 18°14'15", an arc distance of 15.92 feet; thence North 89°59'46" East to the East line of said Lot 17, a distance of 586.41 feet; thence South 0°38'03" West along the East line of said Lot 17, a distance of 411.64 to the true Point of Beginning.

ALSO EXCEPTING THEREFROM 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 reserved by WM. G. Kerckhoff Company, a corporation, in Grant Deed recorded May 27, 1942 in Book 2007, Page 206 of Official Records.

ALSO EXCEPTING THEREFROM 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 reserved by WM. G. Kerckhoff Company, a corporation, in Grant Deed recorded October 27, 1943 in Book 2146, Page 416 of Official Records.

ALSO EXCEPTING THEREFROM any house trailer, modular home, mobile home or mobile dwelling, if any, on said land.

EXHIBIT "B"

DEVELOPMENT IMPACT FEES

TRACT NO. 6473

Fees are dependent upon specific square footage, etc. However, no site plans have been submitted by OWNER to the CITY as of the approval of this Agreement and OWNER has indicated no immediate plans to develop. As a result, fees for non-residential units shall be paid in accordance with the most recent development fee schedule adopted by the CITY for commercial development at the time such development occurs. Multifamily residential shall also be paid in accordance with the most recent development fee schedule adopted by the CITY that is in effect at the time such development occurs.

EXHIBIT "C"

CONDITIONS OF APPROVAL: TRACT NO. 6473 – SPECIFIC CONDITIONS
(Phase 1)

CONDITIONS OF APPROVAL

Tentative Map No. 6473, Phase 1 – Specific Conditions

Tract Map No. 6473

On February 26, 2025, the City Council approved Tentative Subdivision Map No. 2023-04 with conditions with the adoption of Resolution No. 25-05. Development of Phase 1 (Tract Map No. 6473) shall comply with the following conditions, with tracked changes noting phase-specific clarifications from the conditions required by Resolution No. 25-05:

The conditions of development approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Section 66020(d) of the Government Code, these conditions constitute written notice of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby notified that the 90-day protest period commences from the date of approval of the development. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exactions contained in this notice, complying with all the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

References to the “applicant” shall also include any owner developer or subdivider.

Community Development Department Conditions of Approval

1. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by the receipt of the applicant’s signature upon these conditions of approval, within 30 days of the date of approval.
2. The applicant shall relay all conditions of approval for this project to all subsequent purchasers of individual lots, if applicable, or to subsequent purchasers of this entire subdivision.
3. All conditions of approval shall be the sole financial responsibility of the applicant, except where otherwise specified in the conditions of approval listed herein, via a separate development agreement, or as mandated by statutes.
4. It shall be the responsibility of the applicant to ensure that all required approvals, permits, and/or inspections from any entity having jurisdiction, are obtained prior to issuance of final occupancy for any lot.

- ~~5. For the lots designated for single-family within the smart development combining district, the applicant shall apply for a Development Plan Review Permit to ensure a comprehensive development of superior quality than which might otherwise occur from more traditional development. The Development Plan Review Permit shall be approved prior to the issuance of any building permit.~~
6. For the lots designated for multi-family residential and commercial use, any proposed development will be required to go through the development review process and obtain approvals for development separately.
7. The applicant shall obtain City approval in advance for any temporary or permanent subdivision signs through the sign review process, in accordance with the City's Zoning Code.
- ~~8. No more than two of the same unit type (floor layout and exterior materials package) shall be repeated side by side. When two of the same units are repeated side by side, they shall be different colors. These identical provisions may be waived by the Community Development Director on a specific lot basis within the project when the size or configuration of a lot would otherwise prevent compliance with the above requirements or any other siting or setback/yard requirements. If such a waiver is requested, the applicant and the Community Development Director shall work together to ensure that any siting of units not in compliance with the above requirements shall be of different materials and elevations in order to minimize any adverse visual impacts.~~
9. A right-to-farm covenant, approved as to legal form by the City Attorney, shall be recorded prior to the recording of the Final Map. The covenant shall be disclosed to all future homebuyers.
10. The applicant shall comply with any Mitigation Monitoring and Reporting Program or other mitigation required by the California Environmental Quality Act applicable to the project.
11. All landscaping (public planter/park strips, open space areas, outlots, typical lot plans, etc.) shall conform to the City's Model Water Efficient Landscape Ordinance (MWELO) and all other applicable City standards. Preliminary landscape plans for all landscape areas shall be submitted for review and approval by the Community Development Department prior to the submittal of construction documents for review and approval.
- ~~12. All residential lots shall provide an all-weather surface and path for the movement and storage of trash toters.~~

13. Approval of the entitlement for the project is for the benefit of the applicant. The submittal of the application by the applicant for this project was a voluntary act on the part of the applicant not required by the City. Therefore, as a condition of approval of this project, the applicant agrees to defend, indemnify, and hold harmless the City of Kerman and its agents, officers, consultants, independent contractors, and employees (“City”) from any and all claims, actions, or proceedings against the City to attack, set aside, void, or annul an approval by the City concerning the project, including any challenges to associated environmental review, and for any and all costs, attorneys fees, and damages arising therefrom (collectively “claim”).

The City shall promptly notify the applicant of any claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

Nothing in this condition shall obligate the City to defend any claim and the City shall not be required to pay or perform any settlement arising from any such claim not defended by the City, unless the City approves the settlement in writing. Nor shall the City be prohibited from independently defending any claim, and if the City does decide to independently defend a claim, the applicant shall be responsible for City’s attorneys’ fees, expenses of litigation, and costs for that independent defense, including the costs of preparing any required administrative record.

Should the City decide to independently defend any claim, the applicant shall not be required to pay or perform any settlement arising from any such claim unless the applicant approves the settlement.

Engineering Conditions of Approval

The conditions of development approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Section 66020(d) of the Government Code, these conditions constitute written notice of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby notified that the 90-day protest period commences from the date of approval of the development. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exactions contained in this notice, complying with all the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

The following are the conditions of approval imposed on the subject development. The applicant shall:

A. General

1. Obtain express written approval of the City Engineer for a deferment, modification, or waiver of any engineering conditions of approval.
2. Comply with all applicable conditions set forth in Title 16 of the Kerman Municipal Code (Subdivisions).
3. Comply with the City's Improvement Plans Checklist in preparation of construction documents.
4. Pay all applicable development impact fees at the rate in effect at the time of payment prior to the issuance of Building Permit(s). The applicant may be eligible for fee credits or fee reimbursements for over-sizing of facilities or construction of other eligible facilities included in the City of Kerman's Impact Fee Study. The City Engineer will determine the type and extent of improvements that are eligible for fee credits or reimbursements. For any improvements deemed eligible for fee credits or reimbursements, the applicant shall submit itemized quantity and unit costs for each item prior to acceptance of the improvements by the City.
5. Provide security in a sum to be determined by the City Engineer **consistent with the Subdivision Agreement for the Final Map of Tract No. 6473**, prior to release of development permits, for the guarantee of improvements construction and against claims that may arise from contractors and material vendors.
6. Provide security in a sum to be determined by the City Engineer **consistent with the Subdivision Agreement for the Final Map of Tract No. 6473**, prior to final acceptance of the off-site improvements by the City, for the guarantee and warranty of the improvements for a period of one (1) year following the completion and acceptance thereof by the City Council.
7. Provide a soils report or a waiver of soils report for approval by the City Engineer with the first submittal of the improvement plans.
8. Obtain and comply with encroachment permits from affected jurisdictions for all work performed within their rights-of-way and easements.
9. Comply with all the requirements of the local utility, gas, electric, telephone, cable, and other communication companies (Utilities). It shall be the responsibility of the applicant to notify Utilities to remove or relocate poles where necessary. The City will not accept first submittal of improvement plans without proof that the applicant has provided the improvement plans to the Utilities.

10. Underground all existing overhead **utility facilities, if any**, and any new utility facilities located along **and adjacent to the Whitesbridge Road (State Route 180)** frontage of **Phase 1** of the development.
11. Contact the United States Postal Service and address all requirements for the location and type of mailboxes to be installed. The location of the facilities shall be approved by the City Engineer prior to approval of improvement plans or any construction. Applicant shall submit a copy of the Method of Delivery Agreement (MODA) to the City.
12. Install all improvements within public right-of-way and easements in accordance with affected jurisdictions standards, specifications, master plans, and record drawings.
13. Provide and pay for all compaction testing required by the City Engineer. Compaction test locations and depths shall be established by the City Engineer. Compaction test results shall be submitted in a format acceptable to the City Engineer, for review and approval.
14. Maintain the construction site, and any public streets fronting the site, clear of any construction or landscaping debris. The site shall not be used as a storage area for equipment, materials, or other items.
15. Remove all existing structures, trees, shrubs, etc., that are within or encroaching on existing or proposed rights-of-way or easements. Existing street improvements shall be preserved, at the discretion of the City Engineer.
16. Provide clean-up, street sweeping, and dust control during the construction of the development to the satisfaction of the City Engineer and Public Works Director. A deposit of \$5,000.00 shall be submitted to the City to guarantee compliance. At any time, applicant is deemed to be non-compliant by the City Engineer or Public Works Director, the City may draw from said deposit to pay for necessary activities to bring the site into compliance.
17. Maintain pedestrian and vehicular access to all surrounding properties and buildings to the satisfaction of the City of Kerman Police Department, North Central Fire Protection District, and City Engineer. For developments occurring in phases, the applicant shall submit a schedule showing the sequence of development within the area covered by the tentative map.
18. Assume responsibility for all contractor's actions during the course of any work occurring on the site. Designate, in writing before starting work, an authorized representative who shall have complete authority to represent and to act for the applicant. Said authorized representative shall be present while work is in progress.

During periods when work is suspended, arrangements acceptable to the City Engineer shall be made for any emergency work which may be required. When the applicant or his authorized representative is not present for any part of the work where it may be necessary to give directions, orders may be given by the City Engineer which shall be received and obeyed by the person(s) in charge of the particular work in reference to which the orders are given. Whenever orders are given to the applicant's representative or superintendent or foreman to do work required for the convenience and safety of the general public, such work shall be done at the applicant's expense.

19. Install monuments at all section corners, quarter section corners, all street centerline intersection points, angle points, and beginning of curves and end of curves on streets adjacent to or within the development prior to final acceptance of the development. Any existing section corner or property corner monuments damaged or destroyed by the development shall be reset to the satisfaction of the City Engineer. A licensed land surveyor or civil engineer licensed to perform land surveying shall certify the placement of all required monumentation prior to final acceptance. Within five days after the final setting of all monuments has been completed, the engineer or surveyor shall give written notice to the City Engineer that the final monuments have been set. Upon payment to the engineer or surveyor for setting the final monuments, the applicant shall present the City Engineer evidence of the payment and receipt thereof by the engineer or surveyor.

B. Maps and Plans

1. Contact the City Engineer to setup a Pre-Submittal Meeting prior to the initial submittal of the improvement plans. The Applicant's engineer is required to attend.
2. Submit a 18" x 26" final map, prepared by a registered civil engineer or licensed land surveyor, and adhering to Subdivision Map Act requirements and City of Kerman Municipal Code. The final map shall be drawn at a scale of 1"=100' and include the current filing fee, closure calculations, preliminary title report dated within 90 days of submittal, legal descriptions and drawings of required dedications. Upon approval of the final map, applicant shall submit a reproducible/electronic copy (PDF) to the City Engineer.
3. Submit a set of 24" x 36" construction plans prepared by a licensed Civil Engineer for review and approval of all required improvements prior to the release of any development permits. The plans shall include a site grading and drainage plan, landscaping and irrigation plans, and on-site and off-site utilities plan, if applicable, showing locations and sizes of storm drain, sewer and water mains, laterals, manholes, meters, valves, hydrants, etc.

4. Submit a reproducible/electronic copy (PDF) and two (2) black line copies of the approved set of construction plans, and two (2) bound sets of the approved construction specifications, if any, prior to beginning any construction, or within ten (10) calendar days of approval.
5. Submit Pad Certification(s) prior to issuance of building permits.
6. Submit a PDF file of the approved set of construction plans revised to reflect all field revisions and marked "AS-BUILT" prior to City acceptance of the improvements.
7. Submit a copy of the recorded map to the County Surveyor's Office pursuant to Section 66466(f) of the Subdivision Map Act and Section 8774.5(a) of the Professional Land Surveyors Act

C. Dedications and Street Improvements

1. Comply with improvements stated in the Traffic Impact Study prepared by Rutters & Schuler.
2. Provide right-of-way acquisition or dedicate free and clear of all encumbrances and improve the following streets to City standards:
 - a) Del Norte Avenue
 - i) Dedicate sufficient right-of-way to achieve a total of 42' west of center/section line for public street and utility purposes along development **Del Norte Avenue** frontage.
 - ii) Dedicate 2' pedestrian easement and 8' landscape easement west of proposed right-of-way line.
 - ~~iii) Relinquish all direct vehicular access to Del Norte from all single-family residential lots backing or siding onto this street.~~
 - ~~iv) Construct improvements west of center/section line in accordance with City Standard P-1 for a Collector Street and approved tentative map. Improvements shall include curb and gutter, sidewalk, curb ramps, streetlights, landscaped median island, landscaping, irrigation, and permanent paving.~~
 - ~~v) Re-pave the northbound travel lane along the frontage of the development.~~
 - ~~vi) Construct transitional paving as required.~~
 - ~~vii) Install a Class II Bikeway along the development's frontage~~
 - b) 50', 56' and 60' Interior Residential Streets
 - i) Dedicate right-of-way for public street and utility purposes in accordance with City Standard P-1 for each proposed street width.

- ii) Construct improvements including curb and gutter, sidewalk, drive approaches, curb ramps, streetlights, landscaping and irrigation, and permanent paving.
 - ~~e) Outlots "A" and "B"~~
 - ~~i) Dedicate 25' bike/pedestrian easement for class I trail purposes.~~
 - ~~ii) Construct a 10' wide asphalt concrete class I trail including landscaping and irrigation.~~
 - ~~d) Outlot "C" and "D"~~
 - ~~i) Dedicate 30' bike/pedestrian easement for class I trail purposes.~~
 - ~~ii) Construct a 10' wide asphalt concrete class I trail including landscaping and irrigation.~~
 - ~~e) Interior Residential Streets – Street A and Street I~~
 - ~~i) Install a traffic calming feature.~~
 - f) Whitesbridge Road (State Route 180)
 - ~~Relinquish all direct vehicular access from single-family residential lots.~~
 - Comply with requirements stipulated in Caltrans letters as conditioned in Other Agency and Department Conditions section below.
3. Dedicate a 10' public utility easement along all streets and all other locations requested by utility companies. Alternate widths must be approved in writing by all utility companies and a copy of said written approval shall be submitted to the City Engineer.
4. Obtain "R Value" tests in quantity sufficient to represent all street areas, and have street structural sections designed by a registered civil engineer based on these "R Value" tests. These designs shall be compared to the minimum section given below and approved by the City Engineer.
- | Street Designation | Minimum Section |
|-----------------------|--------------------------|
| Residential Street(s) | 2" HMA/4" CLII AB/6" CNS |
| Collector Street(s) | 3" HMA/6" CLII AB/6" CNS |
5. Install standard barricades with reflectors at ends of streets abutting undeveloped property and any other locations to be specified by the City Engineer.
6. Install 2"x6" redwood header boards prior to street paving, at the end of any permanent pavement abutting undeveloped property.

- ~~7. Install temporary paved cul-de-sacs at the end of any dead-end streets, planned for future extension, longer than 150'. A 40' radius shall be provided to allow turnaround of emergency equipment.~~
- ~~8. Provide for all striping, stenciling, pavement markers, delineators and signage required of all street improvements within the development. All traffic signs and street name signs shall be installed in accordance with City Standards and the CA MUTCD (latest edition). A striping and signage plan shall be included with the construction plans and submitted for review and approval by the City Engineer.~~
9. Provide corner cut-offs at all street intersections. Corner cut-offs shall be sufficient to provide for sight distances and accommodate curb ramps.
- ~~10. Repair/replace any broken or buckled curb, gutter, and/or sidewalk along the site frontage in kind to the satisfaction of the Public Works Department.~~
11. Provide street names consistent with east-west street naming to the west and north-south street naming to the south. Names matching existing county roads or city streets must maintain the current suffix. When deemed practical, entry streets, cul-de-sacs, and courts should utilize the name of the nearest subdivision street. Street names shall be approved by the Community Development Director.
- ~~12. Install subdivision signage complying with applicable Building & Fire Code and Section 17.30.070 of the Kerman Municipal Code.~~

D. Sanitary Sewer

1. Identify and abandon all existing septic systems per City Standards and any other governing regulations.
2. Dedicate a 15' wide easement for all onsite sewer mains not located in dedicated rights-of-way.
- ~~3. Connect to the nearest 18" sanitary sewer main available to serve the development, located in Del Norte Avenue north of Whitesbridge Road. The applicant's engineer shall be responsible for verifying the size, location, and elevations of existing improvements. Any alternative routing of sewer service must be approved by the City Engineer and supported by appropriate calculations.~~
4. Install sanitary sewer mains of the size and in the locations indicated below. The applicant's engineer shall be responsible for verifying the size, location, and elevations of existing improvements.

~~a)–Del Norte Avenue: 18” sewer main along the development frontage.~~

~~b)–Interior Streets: Minimum of 8” sewer mains throughout development.~~

Install one (1) 6” sewer service house branch to each lot within the development in accordance with City Standards. Additionally, install sanitary sewer main services to existing parcels’ property lines, not currently served, and fronting the proposed sanitary sewer main improvements.

E. Water

1. Identify and abandon all existing water wells per City Standards and any other governing regulations.

2. Dedicate a 10’ wide easement for all onsite water mains, hydrants, blow-offs, and water meters not located in dedicated rights-of-way.

~~3.–Install water mains of the sizes and in the locations indicated below and provide an adequately looped water system, consisting of at minimum two connection points. The applicant’s engineer shall be responsible for verifying the size, location, and elevations of existing improvements.~~

~~a)–Del Norte Avenue: 12” water main along the development frontage.~~

~~b)–Connect existing 12” water main on west end of the development, in Sapphire Avenue to proposed Del Norte Avenue 12” water main. Route 12” water main from Sapphire Avenue through Street A, Outlot ‘D’ and Street J.~~

~~c)–Interior Streets: Minimum of 8” water mains throughout development.~~

4. Install 2” water services, ~~size as necessary~~, to each lot within the development in accordance with City Standards. Water services shall be grouped at property lines. Additionally, install water services to existing parcels’ property lines, not currently served and fronting the proposed water main improvements.

5. Install landscape water service(s), size as necessary, to each public landscape area within the development in accordance with City Standards.

~~6.–Install one (1) water sampling station in accordance with City Standards. The location shall be determined by the City Engineer.~~

7. Install fire services in accordance with North Central Fire Protection District requirements and City Standards. Fire services shall include a detector check.

8. Install fire hydrants at locations approved by the North Central Fire Protection District. Fire hydrants and curbs shall be painted as directed by the North Central Fire Protection District.
9. Do not perform water service connection to the City of Kerman water system until a bacteriological report has been accepted by the City Engineer.

F. Grading and Drainage

1. Provide a temporary retention basin for storm water disposal, ~~on the north half of lot 5 near the southwest end of the development in~~. The size and design shall be in accordance with the requirements of the City Engineer and may change based on design calculations and access requirements for maintenance. Sizing calculations shall be provided on the grading plan. The owner of the property on which the temporary basin is to be constructed shall be responsible for maintenance. The temporary basin is solely for the convenience of the development.
2. Backfill the temporary basin within ninety (90) days after notice by the City that the permanent facility is available, and the temporary basin is no longer needed. In the event the owner fails to backfill said basin, the City may cause the basin to be backfilled. A lien to cover the cost of work will be placed on the property on which the basin is located. A covenant stating these requirements shall be prepared and recorded on the lot on which the basin is to be located.
- ~~3.—Install storm drain mains of the sizes and in the locations indicated below. The applicant's engineer shall be responsible for verifying the size, location, and elevations of existing improvements:~~
 - ~~a) —Interior Streets: Minimum of 15" storm drain mains throughout development.~~
 - ~~b) —Connect 24" storm drain, commencing at Del Norte Avenue, to existing 30" storm drain on west end of the development, in Sapphire Avenue. Route 30" storm drain through Street A, Outlot 'D' and Street J.~~
- ~~4.—Design the storm drain main system to drain to the west, towards existing tract 6236.~~
- ~~5.—Submit hydrologic and hydraulic calculations (H&H) for any proposed storm drain system and submit with the grading plan for review and approval by the City Engineer. Form of H&H calculations shall be approved by the City Engineer prior to submittal.~~
- ~~6.—Install concrete masonry block walls in accordance with City Standards, with a minimum height of 6 feet, and of a design and color approved by the City of Kerman Planning Division at the following locations:~~
 - ~~a) —Del Norte Avenue: along the development frontage.~~

- ~~b) Whitesbridge Road: along the frontage of lots 1 to 4; Sound wall shall be 7.5 feet in height per MMRP.~~
- ~~c) Lots 4 to 10 and 13 to 30: along the back of lots backside fronting Outlot D and the commercial lots. Sideyards of Lots 10 and 11.~~
- ~~d) Sideyards of lots 20 and 21 adjacent to Outlot C.~~
- ~~e) Lots 109 to 117; 138 to 145; and 174 to 180 along the back of lots adjacent to Outlot A and B.~~

~~Masonry block walls that retain more than 12" and/or are taller than 6 feet shall be designed by a registered civil engineer.~~

7. Show grade differentials between lots and adjacent properties and address in conformance with City Standards. Any retaining walls required shall be masonry construction. All retaining walls shall be designed by a registered civil engineer.
8. Submit a copy of Storm Water Pollution Prevention Plan with Notice of Intent, or Construction Rainfall Erosivity Waiver, if applicable, prior to issuance of Grading Permit. The City is not a designated MS4 area and is regulated under the Construction General Permit Order 2022-0057-DWQ (CGP). Comply with all requirements of the NPDES General Permit, if applicable. Plans for these requirements shall be included in the construction plan set and shall be submitted to and approved by the City Engineer.
9. Submit a copy of the San Joaquin Valley Air Pollution Control District (SJVAPCD) Dust Control Plan or Construction Notification Form, if applicable, prior to issuance of a grading permit. The Project shall comply with all rules, regulations and conditions of approval imposed by the District. The applicant shall maintain a program of dust control to prevent air pollution as well as discomfort or damage to adjacent and surrounding properties. The applicant shall follow all requirements and recommendations made by the San Joaquin Valley Air Pollution Control District for dust and emission reduction.

G. Landscaping and Irrigation

1. Provide landscaping and irrigation as required herein. The landscaping and irrigation shall be installed in public right-of-way and all other areas reserved for landscaping. Plans for the required landscaping and irrigation systems shall be prepared by an appropriately qualified professional and conform to the City of Kerman Standard Drawings and Specifications, Street Median Landscape Master Plan and the California Model Water Efficiency Ordinance. A preliminary landscape plan for all public areas shall be submitted to the Community Development Department for review and approval prior to submittal of construction documents. Public landscaping and irrigation shall be installed in the following locations:

- a) Whitesbridge Road: along the development frontage from back of curb to block wall.
 - ~~b) Del Norte Avenue: along the development frontage from back of curb to block wall.~~
 - ~~c) Outlots "A", "B", "C" and "D".~~
2. Install all landscape improvements prior to final occupancy of 50% of the development's building permits.
 3. Request annexation to the City's Landscaping and Lighting Maintenance District (LLMD). The property owner acknowledges and agrees that such request serves as a petition pursuant to California State Proposition 218 and no further election will be required for the establishment of the initial assessment. The assessment for each lot must be obtained from the City for the tax year following the recordation of the final map. The property owner shall consent to the first-year assessment and annual increases per the provisions of the LLMD. The property owner/applicant shall notify all potential lot buyers before they actually purchase a lot that this tract is a part of a LLMD. Said notification shall be in a manner approved by the City. The property owner/applicant shall supply all necessary assessment diagrams and other pertinent materials for the LLMD.
 4. Applicant is required to provide evidence to the City that applicant has contacted Fresno Irrigation District (FID) regarding that agency's facilities and interests regarding the property, and that such facilities have been addressed so as to minimize impacts to FID facilities. This may include, but not be limited to, dedicating easements, piping or relocating any existing FID canals or ditches, replacing any existing irrigation piping, concrete lining or improving any existing canals, construction or reconstruction of any canals, culverts, and bridge crossings. Plans for these requirements and improvements shall be included in the previously required set of construction plans and submitted to and approved by FID prior to the release of any development permits or recording of the final map. If an FID or private irrigation line is to be abandoned, the applicant shall provide waivers from all downstream users.
 5. Identify all existing onsite agricultural irrigation systems either onsite or within public rights-of-way, whether FID or privately owned prior to any construction activity on the site. Service to all downstream users of irrigation water shall be maintained at all times through preservation of existing facilities or, if the existing facilities are required to be relocated, the relocation and replacement of the existing facilities. It is the intent that downstream users not bear any burden as a result of the development. Therefore, the applicant shall bear all costs related to modification, relocation, or repair of any existing irrigation facilities resulting from or necessitated by the development. The applicant shall identify on the construction plans all existing irrigations systems and their disposition (abandonment, repair, relocation, and or

pipings) for approval by the City Engineer. The applicant shall consult with the FID for any additional requirements for lines to be abandoned, relocated, or piped. The applicant shall provide waivers from all users in order to abandon or modify any irrigation systems or for any service interruptions resulting from development activities.

6. Indicate on construction drawings the depth, location and type of material of any existing FID irrigation line along the proposed or existing street rights-of-way or onsite. Any existing canals or ditches shall be piped. The material of the existing pipe shall be upgraded to the proper class of rubber gasket pipe at all locations unless otherwise approved by the City Engineer.

The conditions given herein are for the entire development. Additional requirements for individual phases may be necessary pending review by the City Engineer.

Other Agency and Department Conditions

A. Caltrans

1. Access for Tentative Subdivision Map No. 6473 via State Route 180 (Whitesbridge Road) shall not be permitted, except via Street K (with Caltrans approval).
2. Right-of-way width and frontage improvements (raised median, lane, shoulder, curb, gutter, sidewalk, roadway lighting, etc.) along this portion of State Route 180 shall match the roadway configuration directly to the west.
3. Comply with alternative transportation policies:
 - a. Pedestrian walkways should link this project to transit facilities, bicycle pathways, and other walkways in the surrounding area.
 - b. Connections to local and regional bicycle pathways should be coordinated to encourage further use of bicycles for commuter and recreational purposes.
4. The proposed eastbound State Route 180 left-turn lane lengths for Del Norte Avenue and the new development access shall be a minimum of 485 feet. This length accounts for a 50-mph deceleration distance and two-vehicle storage, as outlined in Figure 405.2S of the Caltrans Highway Design Manual. A bay taper of 120 feet is recommended to complement these lane lengths.

B. Fresno County Road Maintenance and Operations Division

1. The full road right-of-way width for Del Norte Avenue along the subject parcels shall be annexed.
2. Any road improvements on Del Norte Avenue within the proposed annexation limits shall provide adequate transitions to tie into County maintained roads north of the subject parcels.

C. ~~Fresno Local Agency Formation Commission~~

- ~~1. The applicant will be required to submit the appropriate application materials including fees to LAFCo for reorganization. These materials are enumerated on LAFCo's website (www.fresnolaftco.org) through the Applications and Documents tab under Items Necessary for a Complete Application.~~
- ~~2. The current fee schedule for changes of organization/reorganization (annexation) of 41-80 acres is \$12,000.~~
- ~~3. The City may send notice 5664(c) to the interested and affected agencies if the annexation is 100 percent uninhabited to reduce the project timeline.~~
- ~~4. The Agricultural Preserve Contracts (Williamson Act) Nos. AP 8116 and AP 8119 for APNs 020-120-29S and 020-120-30S must be cancelled prior to annexation approval.~~
- ~~5. Annexation of full rights of way contiguous to parcel boundaries should be presumed in the reorganization's legal description and map.~~

D. Fresno Irrigation District

- ~~1. FID's Siskiyou Lateral No. 146 runs southwesterly, traversing the northwestern portion of the subject property, approximately 10 feet west of the subject property. The applicant shall grant a 10 foot wide exclusive easement, where FID only has an existing 30 feet wide exclusive easement, such that FID has a total of 40 feet wide exclusive easement to meet current FID standards.~~
- ~~2. The applicant and/or the applicant's engineer shall meet with FID at their earliest convenience to discuss specific requirements, e.g. easement width and alignment, right-of-way width and alignment, pipeline alignment, depth and size, fees, etc.~~
3. All exposed facilities (standpipes, air vents, covers, etc.) within the subject property or directly adjacent to the subject property must be adapted with additional features in order to transition from a rural setting to an urban setting, to mitigate for the effects

of new development and increased population, and provide for public safety within FID's property/easement and the development.

4. Applicant shall provide evidence to the City that all improvement plans which affect FID's property/easements and canal/pipeline facilities including but not limited to Sewer, Water, Storm drain, Street, Landscaping, Dry Utilities, and all other utilities, have been reviewed by FID and do not adversely affect FID's property/easements.
5. The applicant/developer must provide evidence to the City that it has submitted a grading and drainage plan to FID and demonstrate that the proposed development will not endanger the structural integrity of the Pipeline or result in drainage patterns that could adversely affect FID.
6. All existing trees, bushes, debris, old canal structures, pumps, canal gates, and other non- or in-active FID and private structures must be removed within FID's property/easement and the development project limits.
7. FID does not allow FID owned property or easements to be in common use with public utility and/or road easements and right-of-ways but will in certain instances allow for its property to be in common use with landscape easements if the City of Kerman enters into the appropriate agreement.
8. FID easements must be shown on all maps/plans with proper recording information, and FID must be made a party to signing all final maps/plans to the extent required by law.
9. Footings of retaining walls shall not encroach onto FID property/easement areas.
10. Trees will not be permitted within FID's property/easement areas.
11. All FID easements be shown on all plans with the appropriate recording information.
12. No large earthmoving equipment (paddle wheel scrapers, graders, excavators, etc.) will be allowed within FID's easement and the grading contractor will be responsible for the repair of all damage to the pipeline caused by contractor's grading activities.
13. FID is concerned about the potential vibrations caused by construction efforts near existing District facilities as it may cause damage to FID's canals, pipelines and culverts. The developer and contractor(s) must keep all large equipment, construction material, and soil stockpile outside of FID's easement and a minimum

of 30 feet away from existing cast-in-place concrete pipe. The developer and/or its contractor(s) will be responsible for all damages caused by construction activities.

~~E. Mid Valley Disposal~~

- ~~1. Each single-family unit shall require three (3) carts, which must be in the garage or elsewhere on the property until service day.~~

F. North Central Fire Protection District

1. The project shall comply with the requirements of the North Central Fire Protection District Operational Policy 403.002.

G. PG&E

1. The final map shall contain a statement setting forth dedications and offers to dedicate interests in real property for public utility purposes. If the offer of dedication has terminated, or the City declines to accept it, the applicant/developer may be required to provide an easement in gross satisfactory to PG&E. The following language is recommended to be expressly stated for offers to dedicate Public Utility Easements (PUE): *I/We the undersigned, as Owner(s) of the land shown hereon, do hereby state that I/we am/are the only person(s) whose consent is necessary to pass clear title to said land and do hereby consent to the preparation and recordation of this map and offer for dedication and do hereby dedicate for public uses the Public Utility Easements (PUEs) shown on this map for public utility purposes including electric, gas, communication facilities and all other public utility purposes; together with any and all appurtenances thereto, including the right from time to time to trim and to cut down and clear away or otherwise control any trees or brush. The PUEs hereby offered for dedication are to be kept open and free of buildings, structures and wells of any kind.*

H. San Joaquin Valley Air Pollution Control District

1. Prior to issuance of grading or building permits, the applicant/developer shall provide the City with evidence from the San Joaquin Valley Air Pollution Control District (SJVAPCD) of an approved Dust Control Plan or Construction Notification form under Regulation VIII – Fugitive Dust PM10 Prohibitions. The subdivision project may be subject to other rules including Rule 8021 (Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operation). The developer will be required to carry out measures of applicable SJVAPCD Rules and Regulations as noted.

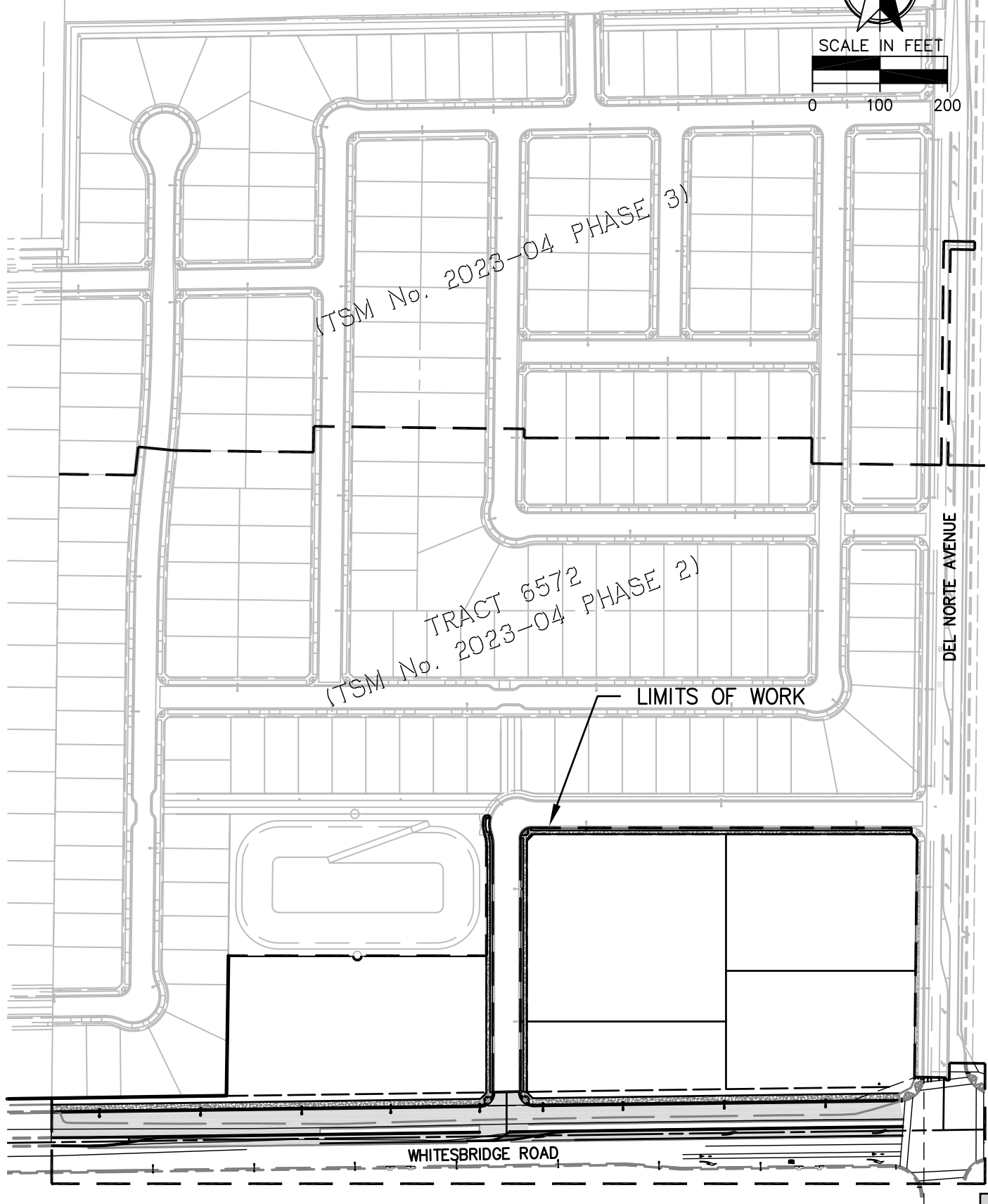
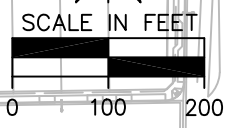
EXHIBIT "D"

TRACT NO. 6473

LIMITS OF WORK

EXHIBIT "D"

TRACT 6473 - LIMITS OF WORK



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

CITY OF KERMAN
Attn: Dalia Santana-Zamudio,
City Clerk
850 S. Madera Avenue
Kerman, CA 93630

NO FEE – Government Code Sections 6103 and 27383

Space Above This Line for Recorder's Use Only

**STATEMENT OF COVENANTS AFFECTING LAND
DEVELOPMENT ACKNOWLEDGING RIGHT-TO-FARM
LAW FOR THE FINAL MAP OF TRACT NO. 6473**

Statement of Covenants Affecting Land Development
Acknowledging Right-to-Farm Law
Tract No. 6473
Page 2

This covenant and agreement is made by and between the City of Kerman, a general law city (“City”), and H&T Investments, LP, a California limited partnership (“Covenantor”) located at 7585 N. Colonial Avenue, Suite 101, Fresno, CA 93711, and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Kerman.

RECITALS

WHEREAS, Covenantor is the owner of that certain real property in the City of Kerman, County of Fresno, State of California, hereinafter referred to as the “Subject Property” and more particularly described as follows and by this reference made a part of this Statement of Covenant:

Lots ____ through ____, inclusive, of the Final Map of Tract No. 6473 according to the map thereof recorded on _____, 20____ in Volume ____ of Plats at Page(s) _____, Fresno County Records

The Subject Property is generally located at the northwest corner of the Whitesbridge Road (State Route 180) and Del Norte Avenue intersection.

WHEREAS, Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument and that all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor has filed with City a Final Map of Tract No. 6473 hereinafter referred to as the “Final Map;” and

WHEREAS, City desires to obtain covenants from Covenantor to insure the Subject Property is not developed, used, or maintained in such a way as to adversely affect adjoining properties.

COVENANTS, CONDITIONS, AND RESTRICTIONS

For favorable action on, and approval of, Covenantor's application for approval of said Final Map, Covenantor hereby covenants the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, and desirability of the Subject Property, the surrounding property, and the public at large and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Statement of Covenant will run with the Subject Property and shall be binding on each successive owner of the Subject Property and his/her/its heirs, administrators, successors, and assigns.

1. Covenantor hereby acknowledges the declared policy of the City of Kerman and

Statement of Covenants Affecting Land Development
Acknowledging Right-to-Farm Law
Tract No. 6473
Page 3

the County of Fresno is to preserve, protect, and encourage development of its agricultural land and industries and that the subject property is near agricultural districts which are located in the City of Kerman and County of Fresno and that the residents of said property should be prepared to accept the inconveniences and discomfort associated with normal farm activities. Consistent with this policy, Covenantor acknowledges and agrees to comply with California Civil Code section 3482.5 (Right-to-Farm Law), which provides that “No agricultural activity, operation, or facility, or appurtenances thereof, conducted or maintained for commercial purposes, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after it has been in operation for more than three years if it was not a nuisance at the time it began. California Civil Code section 3482.5 is incorporated into this Statement of Covenants as if set forth in full herein.”

2. Covenantor further agrees that no agricultural pursuit, activity, operation, or facility that is consistent with the City of Kerman’s general plan and the City of Kerman’s zoning ordinance, including legal nonconforming uses, and is conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations in Fresno County, shall be or become a nuisance, private or public, due to any changed condition in the vicinity of that agricultural pursuit, activity, operation, or facility, after it has been in operation for more than three years if it was not a nuisance at the time it began, provided that the agricultural pursuit, activity, operation, or facility does not unlawfully obstruct the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin, or any public park, square, street, or highway.

3. The conditions of this Statement of Covenant are intended to benefit the public and public properties, including preserving agricultural land and by promoting a good neighbor policy with agricultural uses. Accordingly, City shall have the right to enforce this Statement of Covenant by any legal or equitable means against Covenantor and such person or persons in actual possession of Subject Property who directly or who through any agent violate the terms hereof.

4. This Statement of Covenant shall burden the Subject Property and constitute a covenant running with the land in favor of and for the benefit of City shall be binding upon the successors, transferees, assigns and heirs of Covenantor. Persons intended to benefit from the conditions of this Statement of Covenant, such as those with an agricultural pursuit, activity, operation, facility, or appurtenances thereof, may also have the right to enforce this Statement of Covenant. Covenantor consents to the recordation of this Agreement with the Fresno County Recorder.

5. The conditions and obligations of this Statement of Covenant shall remain in full force and effect until such time as City finds enforcement of such conditions and obligations are no longer equitable thereafter records a release with the Fresno County Recorder.

Statement of Covenants Affecting Land Development
Acknowledging Right-to-Farm Law
Tract No. 6473
Page 4

6. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Statement of Covenant, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Statement of Covenant, “attorneys’ fees” and “legal expenses” include, without limitation, paralegals’ fees and expenses, attorneys, consultants 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.

7. The provisions of this Statement of Covenant shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context so requires, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

(Signatures on following page)

Statement of Covenants Affecting Land Development
Acknowledging Right-to-Farm Law
Tract No. 6473
Page 5

IN WITNESS WHEREOF, the Parties hereto have duly executed this Statement of Covenant.

City:
CITY OF KERMAN
a Municipal Corporation

By: _____
John Jansons, City Manager

(Attach Notary Acknowledgment)

Covenantor:
H&T INVESTMENTS, LP
a California limited partnership

By: HoCo, LLC, its general partner

By: _____
George L. Holland, III, Manager

By: _____
Dana R. Holland, Manager

(Attach Notary Acknowledgment)

ATTEST:

By: _____
Dalia Santana-Zamudio,
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy, City Attorney

CALIFORNIA ALL-PURPOSE 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 _____

On _____, 202__ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER ☐ INDIVIDUAL ☐ CORPORATE OFFICER _____ ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER _____ _____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____	DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE
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**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL
DOCUMENT TO:**

CITY OF KERMAN
Attn: Dalia Santana-Zamudio,
City Clerk
850 S. Madera Avenue
Kerman, CA 93630

NO FEE – Government Code Sections 6103 and 27383

Space Above This Line for Recorder's Use Only

**COVENANT REGARDING LAND DEVELOPMENT FOR THE
FINAL MAP OF TRACT NO. 6473
“KERMAN LANDSCAPE AND LIGHTING DISTRICT NO. 1”**

This covenant and agreement is by and between the City of Kerman, a general law city (“City”), and H&T Investments, LP, a California limited partnership (“Covenantor”) located at 7585 N. Colonial Avenue, Suite 101, Fresno, CA 93711, and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Kerman.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Kerman, County of Fresno, State of California, hereinafter referred to as “the Subject Property,” which is generally depicted on Exhibit ‘A’ and more particularly described as:

Lots ___ through ___, inclusive, of the Final Map of Tract No. 6473 according to the map thereof recorded on _____, 20___ in Volume ___ of Plats at Page(s) _____, Fresno County Records

B. A condition of approval of Tentative Subdivision Map No. 2023-04 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the Kerman Landscaping and Lighting District #1 (“LLD No. 1”) to levy and collect assessments to cover the cost of maintaining all streetlights, landscaping, and irrigation systems within the LLD No. 1 public right-of-way. The Covenantor is also required to disclose to all potential lot buyers that the Tract has been annexed into LLD No. 1. Said condition is set forth in Resolution No. 25-05 as Condition No. G.3 (hereafter “LLD Condition”).

C. The Covenantor and the City desire to enter into this covenant (“Covenant”) providing for such annexation and notice to satisfy the LLD Condition for the Subject Property portion of Tentative Subdivision Map No. 2023-04.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LLD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and

the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor's heirs, successors, and assigns during Covenantor's ownership thereof.

1. The Covenantor agrees that prior to the recordation of Final Map No. 6473 Covenantor will annex the property to LLD No. 1 to be levied and assessments collected to cover the cost of maintaining streetlights, landscaping, and irrigation systems within the LLD No. 1 public right-of-way.

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LLD No. 1.

3. The conditions of this Covenant are intended to benefit the Subject Property, the public, the City and its public properties. Accordingly, it is agreed the City shall have the right to enforce this Covenant by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against the Covenantor and such person or persons in actual possession of Subject property who directly or who through any agent violate the terms hereof.

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

5. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LLD No. 1, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants 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.

6. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

7. This Covenant shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The parties hereto expressly disclaim any such third-party benefit.

8. This Covenant may be amended only by a written instrument signed by both the City and the record owner of the Subject Property. Such instrument must be recorded in the Official Records of the County of Fresno.

9. This Covenant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

///

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:

CITY OF KERMAN
a Municipal Corporation

By: _____
John Jansons,
City Manager

Covenantor:

H&T INVESTMENTS, LP
a California limited partnership

By: HoCo, LLC, its general partner

By: _____
George L. Holland, III, Manager

By: _____
Dana R. Holland, Manager

(Attach Notary Acknowledgments)

ATTEST:

By: _____
Dalia Santana-Zamudio,
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy,
City Attorney

Exhibit 'A'
General Depiction of the Subject Property

Exhibit 'A'

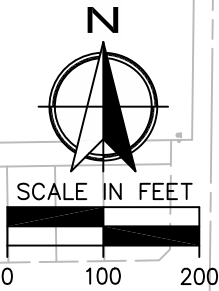


Exhibit '4'

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

CITY OF KERMAN
Attn: Dalia Santana-Zamudio
City Clerk
850 S. Madera Avenue
Kerman, CA 93630

NO FEE – Government Code Sections 6103 and 27383

Space Above This Line for Recorder’s Use Only

**BASIN COVENANT AND AGREEMENT
AFFECTING LAND AND BENEFITING PROPERTY
(TRACT NO. 6473, PHASES 1, 2 AND 3; AND TRACT NO. 6572)**

THIS COVENANT AND AGREEMENT (“Covenant and Agreement”) is entered into on this _____ day of _____, 2026 (the “Effective Date”) by and between the City of Kerman, a general law city (“City”), H&T Investments, LP, a California limited partnership (“Covenantor 1”), and Century Communities of California, LLC, a Delaware limited liability company (“Covenantor 2”), each of which may hereinafter be referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. Covenantor 1 previously owned and sought development of that certain property encompassed by Tentative Subdivision Map No. 2023-04 without phasing. On February 26, 2025, the City Council of the City of Kerman, with the adoption of Resolution No. 25-05, approved Tentative Subdivision Map No. 2023-04 with conditions including the installation of temporary drainage facilities to serve both the residential and commercial components of development. Among others, condition of approval number F(1) required the development to provide “temporary on-site retention basin for storm water disposal, near the southwest end of the development,” which is on the commercial component of the approved Tentative Subdivision Map No. 2023-04. Further, the conditions specify that the “owner of the property on which the temporary basin is to be constructed shall be responsible for maintenance.” Condition F(2) also provides for abandonment requirements of the basin, including a lien to cover the cost of work in the event the owner of the property fails to perform the work. These conditions of approval are collectively referred to hereinafter as “Temporary Basin Condition.”

B. After the approval of Tentative Subdivision Map No. 2023-04, and prior to issuance of a final map, Covenantor 1 requested that City allow for phasing of the project, including that the commercial component (Phase 1) be developed under a separate final map or maps from the residential component (Phases 2 and 3), which were to be sold to Covenantor 2 to be developed under separate final maps. As Covenantor 1 did not originally request phasing as part of the application to City, the approved conditions for Tentative Subdivision Map No. 2023-04 were not broken down to specify the improvements, required for each individual phase or a combination thereof. Covenantor 2, has obtained final map approval for Phase 2 concurrently with this Covenant and Agreement, and intends to reconvey Phase 3 back to Covenantor 1. Covenantor 2 has submitted a final map (Tract Map No. 6572) to City to develop Phase 2 and which shows Phase 3 as a

remainder. However, Phase 2 (and potentially Phase 3) could develop before Phase 1, and all phases would need a temporary retention basin for storm water disposal, which basin is to be located on Phase 1 owned by Covenantor 1. As a result, Covenantor 1 and Covenantor 2 have requested this Covenant and Agreement to ensure the installation and maintenance of the temporary retention basin to be created on Phase 1 for storm water disposal regardless of the order the phases may be developed.

C. Covenantor 1 is now the owner of Phase 1, which is that certain real property in the City of Kerman, County of Fresno, State of California, hereinafter referred to as the “Subject Property,” further described in **Exhibit “A”** attached hereto and incorporated herein by reference.

D. Covenantor 2 is now the owner of Phase 2, which is that certain real property in City of Kerman, County of Fresno, State of California, hereinafter referred to as the “Benefiting Property – Phase 2,” and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference. “Benefiting Property – Phase 2” and “Benefiting Property – Phase 3” are collectively referred to as “Benefiting Property.”

E. Covenantor 2 is also now the owner of Phase 3, which is that certain real property in City of Kerman, County of Fresno, State of California, hereinafter referred to as the “Benefiting Property – Phase 3,” and more particularly described in **Exhibit “A”** attached hereto. “Benefiting Property – Phase 2” and “Benefiting Property – Phase 3” are collectively referred to as “Benefiting Property.”

F. A condition of approval of Tract No. 6572 (Tract No. 6473, Phase 2) is a requirement that Covenantor 2 provide temporary drainage facilities for the Benefiting Property until such time that permanent facilities are available. Said condition is set forth in Resolution No. 25-05 as Conditions No. F.1 and F.2 (“Temporary Basin Condition”).

G. Covenantor 2 has represented that the Benefiting Property is unable to accommodate a temporary basin within the Benefiting Property.

H. Covenantor 2 has requested, and Covenantor 1 desires to grant, an easement upon the Subject Property as more particularly described in **Exhibit “B”** (“Easement”) to serve as a temporary basin facility for stormwater flows from Phases 2 and 3, as well as from Phase 1.

I. The Parties acknowledge that the use of the Easement is a necessary element to satisfy the Temporary Basin Condition.

J. Covenantor 2, Covenantor 1, and City desire to enter into this Covenant and Agreement providing for such facilities.

COVENANT AND AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and to satisfy the Temporary Basin Condition, Covenantor 1 hereby covenants, promises, and agrees with City and Covenantor 2 for the benefit of City and Benefiting Property (including City's storm water drainage facilities located downstream of the Subject Property and Benefiting Property), that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Benefiting Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant and Agreement shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Benefiting Property and owner's heirs, successors, and assigns during ownership thereof as well as to benefit City.

1. Covenantor 1 and Covenantor 2 agree that the Easement described in **Exhibit "B"** shall be used to accommodate a temporary flooding and drainage facility ("Temporary Basin") until the City Engineer determines that such use is no longer necessary. Covenantor 1 shall use commercially reasonable efforts to backfill the Temporary Basin within ninety (90) calendar days after notice is given by City that the Temporary Basin is no longer needed.

- a. At no cost to City, the Temporary Basin shall be constructed and maintained by Covenantor 1 in such manner that its capacity is equivalent to that which it was designed for or greater than that which is required per the Temporary Basin Condition.
- b. The Temporary Basin shall be kept free of any nuisance in fact or law, and shall be kept fenced and locked, with a separate City lock to allow for City access. Covenantor 1 shall be solely responsible for operation, maintenance, and repair of the Temporary Basin, including without limitation any and all costs associated therewith.
- c. Covenantor 1 shall be solely responsible for operation, maintenance, and repair of the Temporary Basin, including without limitation any and all costs associated therewith.

- d. Covenantor 1 shall operate, maintain, and repair the Temporary Basin in a manner that does not interfere with City's storm drainage system, or public rights-of-way. If in the discretion of City, Covenantor 1 is not adequately operating, maintaining, or repairing the Temporary Basin, Covenantor 1 shall promptly remedy the same within twenty-one (21) calendar days upon notice provided by City to Covenantor 1 pursuant to the notice provisions in Section 16 below. If said obligations are not timely and fully completed within twenty-one (21) calendar days from and after receipt of the notice, Covenantor 1 and Covenantor 2 agree City has the option, but not the obligation, to enter the Subject Property, as authorized herein and per the non-exclusive license granted in Section 2 below, and to undertake repair maintenance, or operations, or to take any other reasonable action to ensure the Temporary Basin is functioning as designed and approved. Notwithstanding the prior provisions of this Subsection d, Covenantor 1 and Covenantor 2 agree that City may immediately, without prior notice, enter the Subject Property and undertake said repairs, maintenance, or operations of the Temporary Basin if warranted to address imminent public health, safety, or welfare concerns as determined in the sole, reasonable discretion of City. Covenantor 1 further agrees that any costs or expenses incurred by City under this Covenant and Agreement shall be the sole obligation of Covenantor 1 and must be paid by Covenantor 1 within thirty (30) calendar days of a request for payment, accompanied by invoices or other evidence documenting the reasonable costs incurred by City, delivered in accordance with the notice provisions contained in Section 16 below to the property owner of the Subject Property at the address shown on the County Assessor's property tax assessment records. If not timely paid, Covenantor 1 consents to the recording of a lien on the Subject Property for any unpaid amount owed to City.
- e. Covenantor 1 shall place on deposit with City, an initial amount in the sum of Ten Thousand Dollars (\$10,000.00) which City will hold as security for the faithful performance of the obligations set forth herein. In the event Covenantor 1 shall fail to timely perform any of its obligations herein, City may utilize the deposit amount to perform such obligations without notice to Covenantor 1. City will thereafter provide Covenantor 1 with an invoice for amounts expended and Covenantor 1 shall replenish the deposit amount within thirty (30) calendar days of such invoice.

The deposit amount shall not earn interest. City may seek an increase in the deposit amount after a period of five (5) years in an amount equal to the increase in CPI for the region during that period. Covenantor 1 may replace the cash deposit with substitute security in the form of a bond or letter of credit approved by City at any time. The deposit amount shall be refunded to the then current owner of the parcel of land upon which the Temporary Ponding Basin is located (whether Covenantor 1 or a successor in interest) upon the termination of this Covenant and Agreement and restoration of the Subject Property as required herein.

2. Covenantor 1 grants to Covenantor 2 an easement to the Benefitting Property for stormwater discharge into the Temporary Basin for storm water disposal from the Benefitting Property or as otherwise may be required to effectuate the Temporary Basin Condition. Covenantor 1 further grants to City the right to enter upon the Subject Property for purposes of inspection and emergency maintenance of the drainage facilities and to regulate the use of and access to the portion of the Subject Property subject to the Easement. In that regard, City shall have a non-exclusive license to enter upon that portion of the Subject Property subject to the Easement, and Covenantor 1 consents to the same.

3. Upon abandonment of the Temporary Basin by connection to City's drainage system, Covenantor 1 shall also be responsible for abandonment of pipeline and associated storm drain facilities that are no longer used for drainage within the Easement to the satisfaction of City.

4. The conditions and restrictions of this Covenant and Agreement are intended to benefit the Benefitting Property, the public, City, and City's public properties. Accordingly, it is agreed City and/or any owner of the Benefitting Property shall have the right to enforce this Covenant and Agreement by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against Covenantor 1 and such person or persons in actual possession of Subject Property who directly or who through any agent violate the terms hereof. Additionally, City shall have the right to enforce this Covenant and Agreement against Covenantor 1 by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, and against any person or persons in actual possession of Subject Property who directly or who through any agent violate the terms hereof.

5. The foregoing conditions shall remain in full force and effect until such time as (i) the City Engineer has made a determination that the Temporary Basin and thereby this Covenant and Agreement are no longer necessary and provides written notice to Covenantor 1 and

Covenantor 2; (ii) Covenantor 1 at its sole cost and expense close the Temporary Basin and restore the Subject Property to substantially the same condition as its pre-Temporary Basin condition; and (iii) the City Engineer has executed a Release of this Covenant and Agreement. City acknowledges that it is the intent of the Parties to terminate this Covenant and Agreement when the Benefiting Property has connected to a permanent retention basin and City drainage facilities sufficient to serve the Benefiting Property.

6. To the greatest extent allowed by law, Covenantor 1 and Covenantor 2 agree to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Covenantor 1, Covenantor 2, 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 out of performance or in any way connected with (i) the making or performance of this Covenant and Agreement; (ii) the design, installation, operation, removal or maintenance of the work, including those associated with the Temporary Basin, by Covenantor 1 and its employees, officers, agents, contractors or subcontractors; or (iii) the inspection, maintenance, or other work, including those associated with the Temporary Basin, by City including that necessitated by Covenantor 1's or Covenantor 2's failure to timely perform under this Covenant and Agreement. Covenantor 1's or Covenantor 2's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence or willful misconduct, of City or any of its officers, officials, employees, agents or authorized volunteers.

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

8. If either Party, including a successor in interest of any portion of the Benefitting Property, is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant and Agreement, including enforcement of a lien thereunder, 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 the purposes of this Covenant and Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys' and consultants' 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.

9. Failure by either Party to perform any material term or provision of this Covenant and Agreement shall constitute a default. The Party alleging a default shall provide the other Party with written notice of any default, and the other Party shall have fifteen (15) calendar days within which to cure the condition, or, if the nature of the condition is such that the default cannot be cured within that time, a Party shall not be in default if such Party commences to perform its obligations to cure within the fifteen (15) calendar day period and diligently completes performance. Written notice shall specify in detail the nature of the obligations to be performed by the defaulting Party. Notwithstanding the foregoing, City shall have the right to enter the Subject Property and undertake repairs, maintenance, or operations of the Temporary Basin without notice, when warranted to address imminent public health, safety, or welfare concerns as determined in the sole discretion of the City Manager or his designee.

10. Except as provided by Section 8 above regarding attorneys' fees and legal expenses, in no event shall City, or its officers, agents or employees, be liable in damages for any breach or violation of this Covenant and Agreement, it being expressly understood and agreed Covenantor 1's and Covenantor 2's sole legal remedy for breach or violation of this Covenant and Agreement by City shall be a limited legal action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Covenant and Agreement.

11. The provisions of this Covenant and Agreement shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the

context of this Covenant and Agreement so requires, in interpreting this Covenant and Agreement, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

12. This Covenant and Agreement requires Covenantor 1 to obtain subordination agreements by any person, entity, partnership, or corporation that may have a secured interest in the Subject Property that could arise to a fee interest. If there is such a secured interest, the subordination agreements shall be substantially in the form set forth in **Exhibit “C”** hereto and shall be recorded at the same time this Covenant and Agreement is recorded.

13. No Third Party Beneficiaries. This Covenant and Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The Parties hereto expressly disclaim any such third party benefit. It is expressly understood that successors in interest to Covenantor, such as future owners of parcels within either the Subject Property or the Benefitting Property, are not considered third party beneficiaries, and instead are considered parties to this Covenant and Agreement.

14. Amendments. This Covenant and Agreement may be amended only by a written instrument signed by both City and the record owner of the Subject Property. Such instrument must be recorded in the Official Records of the County of Fresno.

15. Counterparts. This Covenant and Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

16. Notices. Any notice authorized, required, or permitted to be given hereunder shall be properly addressed to the Party to be notified at the following address:

To City: City of Kerman
Attn: City Manager
850 S. Madera Ave
Kerman, CA 93630

To Covenantor 1: To the address shown on the Fresno County
Assessor’s property tax assessment records

To Covenantor 2: Century Communities of California, LLC
8390 E. Crescent Parkway, Suite 650,
Greenwood Village, CO 80111

Any notice shall be deemed to have been given upon actual receipt if sent by United States mail, postage prepaid, certified mail or registered mail, return receipt requested. Any notice delivered

by hand delivery or sent by overnight courier shall be deemed received on the date of actual receipt or upon refusal of delivery. Any address for notice may be changed by ten (10) calendar days' prior written notice to the other Party of such address change in the manner provided above.

17: Improvement and Easement Agreement. This Covenant and Agreement is a condition of development by Covenantor 1 and Covenantor 2. Covenantor 1 and Covenantor 2 previously entered into that certain Improvement and Easement Agreement recorded May 19, 2026, as Instrument No. 2026-0049344, Fresno County Official Record ("I & E Agreement"), which governs the allocation of responsibilities and costs relating to the Temporary Basin and related improvements as solely between Covenantor 1 and Covenantor 2. The City was not a party to the I & E Agreement, and that agreement and this Covenant and Agreement are independent and separate. For purposes of removing any ambiguity, as between Covenantor 1 and Covenantor 2 only, this Covenant and Agreement shall not modify, supersede, release, waive, or impair any allocation of costs, reimbursement rights, indemnities, maintenance obligations, or other rights and obligations existing between Covenantor 1 and Covenantor 2 as set forth in the I & E Agreement as may be amended. Notwithstanding any other provision in this Covenant and Agreement, the Parties agree City may fully and completely enforce this Covenant and Agreement without regard to the I & E Agreement or any other agreement into which Covenantor 1 and Covenantor 2 may independently and separately enter, and the I & E Agreement does not act to modify the terms or requirements of this Covenant and Agreement. Covenantor 1 and Covenantor 2 subordinate the I & E Agreement to this Covenant and Agreement.

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

CITY:

City of Kerman
a municipal corporation

By: _____
John Jansons, City Manager

ATTEST:

By: _____
Dalia Santana Zamudio
City Clerk

COVENANTOR 1:

H&T Investments, LP
a California limited partnership

By: HoCo, LLC, its general partner

By: _____
George Holland, III, Manager

By: _____
Dana Holland, Manager

COVENANTOR 2:

Century Communities of California, LLC
a Delaware limited liability company

By: _____
W. Allen Bennett, Vice President

(Attach notary acknowledgments)

EXHIBIT "A"

(Legal Description of Subject Property and Benefiting Property)

Phase 1:

Lot _____ through Lot _____, inclusive, of the Final Map of Tract No. 6473 according to the map thereof recorded on _____, 202__ in Volume _____ of Plats at Page(s) _____, Fresno County Records.

Phase 2 of Tentative Tract No. 6473; Tract No. 6572:

Lot _____ through Lot _____, inclusive, of the Final Map of Tract No. 6572 according to the map thereof recorded on _____, 202__ in Volume _____ of Plats at Page(s) _____, Fresno County Records.

Phase 3 of Tentative Tract No. 6473; Tract No. 6572 Remainder:

Remainder of the Final Map of Tract No. 6572 according to the map thereof recorded on _____, 202__ in Volume _____ of Plats at Page(s) _____, Fresno County Records.

EXHIBIT “B”

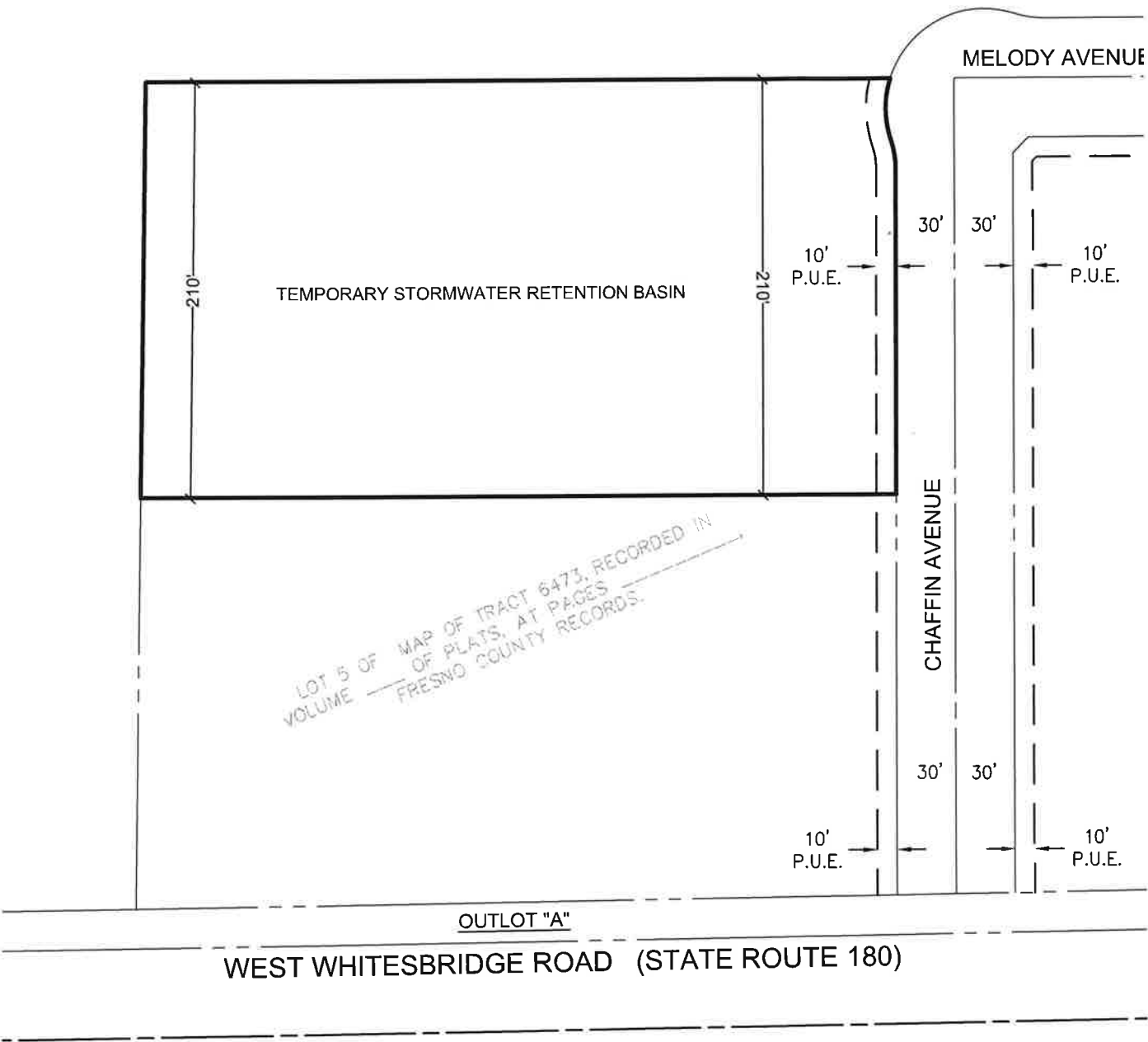
(Legal Description and Diagram of Easement)

The land described herein is situated in the City of Kerman, County of Fresno, State of California, described as follows:

That portion of lot 5 of map of tract 6473, recorded in volume _____ of plats, at pages _____, Fresno County Records

The north 210 feet of said lot 5.

EXHIBIT "B"



LEGEND

-  INDICATES AREA TO SERVE AS TEMPORARY STORM WATER RETENTION BASIN
-  SECTION LINE
-  EXISTING LOT LINE
-  BASIN BOUNDARY LINE

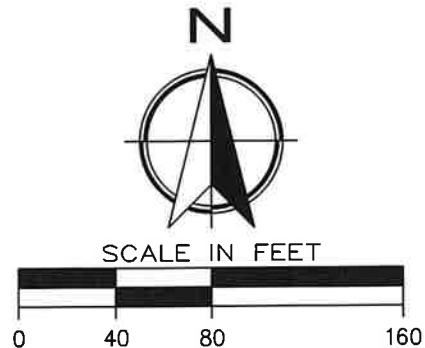


EXHIBIT “C”

(Subordination - Form)

The undersigned as holder of the beneficial interest in and under that certain Deed of Trust recorded on {_____, 20____}, in the office of the {_____} County Recorder, as Document No. {_____} of which the Deed of Trust in, by and between {Full Name of Trustor}, as Trustor, {Full Name of Trustee}, as Trustee and {Full Name of Beneficiary}, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereto to the foregoing Basin Covenant Affecting Land (Tract No. 6473, Phases 1, 2 and 3, and Tract No. 6572).

DATED: _____, 2026

BENEFICIARY

By: _____

Name:_____

Title: _____

By: _____

Name:_____

Title: _____

(Beneficiary to print/type document information, Name, Title and attach notary acknowledgment)

SUBDIVISION MAP OF
TRACT NO. 6473
PHASE 1 OF TENTATIVE MAP NO. 6473
IN THE CITY OF KERMAN, FRESNO COUNTY, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN APRIL, 2026
BY GATEWAY ENGINEERING, INC. FOR THE HOLLAND GROUP
CONSISTING OF TWO SHEETS SHEET ONE OF TWO

RECORD TITLE INTEREST STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

H&T INVESTMENTS, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: GEORGE L. HOLLAND II DATE: _____
MANAGER

BY: DANA R. HOLLAND DATE: _____
MANAGER

NOTARY 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 _____

ON _____ BEFORE ME, _____, NOTARY PUBLIC,
PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE
BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED
TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE
SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR
THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT, OR THE ENTIRE 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

NAME _____ SIGNATURE _____
MY COMMISSION EXPIRES _____ COUNTY _____

PRINCIPAL PLACE OF BUSINESS: _____

RIGHT-TO-FARM STATEMENT:

THIS MAP PROVIDES NOTICE TO EACH PURCHASER THAT THERE ARE PRE-EXISTING
AGRICULTURAL OPERATIONS ON ADJACENT OR NEIGHBORING PARCELS, AND THAT THESE
OPERATIONS MAY BE AFFECTED BY THE SUBDIVISION. PURCHASERS OF AGRICULTURAL
OPERATIONS, PESTICIDES, AND HERBICIDES IN THE NORMAL PURSUIT OF AGRICULTURAL
OPERATIONS. PURCHASERS OR RESIDENTS OF THIS SUBDIVISION SHALL NOT HAVE THE RIGHT TO
INTERFERE WITH OR DISRUPT THE AGRICULTURAL OPERATIONS OF ADJACENT OR NEIGHBORING
TRADITIONAL AGRICULTURAL OPERATIONS SO LONG AS SUCH OPERATIONS ARE CONDUCTED IN
ACCORDANCE WITH THE REGULATIONS, RULES AND GUIDELINES OF THE CITY OF KERMAN,
COUNTY OF FRESNO, STATE OF CALIFORNIA, AND THE UNITED STATES OF AMERICA.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. CITY OF KERMAN SUBDIVISION AGREEMENT FINAL MAP OF TRACT NO. 6473 (PHASE 1 OF
TENTATIVE MAP NO. 6473) RECORDED _____ AS DOCUMENT NO. _____
2. BASIN COVENANT AND AGREEMENT AFFECTING LAND AND BENEFITING PROPERTY (TRACT NO.
6473, PHASES 1, 2, AND 3; AND TRACT NO. 6572) RECORDED _____ AS
DOCUMENT NO. _____ OFFICIAL RECORDS FRESNO COUNTY.
3. STATEMENT OF COVENANTS AFFECTING LAND DEVELOPMENT ACKNOWLEDGING RIGHT-TO-FARM
LAW FOR THE FINAL MAP OF TRACT NO. 6473, RECORDED _____ AS
DOCUMENT NO. _____ OFFICIAL RECORDS FRESNO COUNTY.
4. COVENANT REGARDING LAND DEVELOPMENT FOR THE FINAL MAP OF TRACT NO. 6473 KERMAN
LANDSCAPE AND LIGHTING DISTRICT NO. 1 RECORDED _____ AS DOCUMENT
NO. _____ OFFICIAL RECORDS FRESNO COUNTY.
5. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED RECORDED MAY 27,
1942 IN BOOK 2007, PAGE 208, OFFICIAL RECORDS FRESNO COUNTY.
6. AN EASEMENT FOR DITCHES, TELEPHONE AND/OR ELECTRIC POLES AND LINES, SEWER, WATER
AND/OR GAS MAINS AND PIPE LINES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 27,
1943 AS BOOK 2146, PAGE 416 OF OFFICIAL RECORDS FRESNO COUNTY.
7. RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL
INTERESTS RESERVED IN DEED EXECUTED BY M. G. KERKHOFF COMPANY, A CORPORATION,
RECORDED OCTOBER 27, 1943, BOOK 2146, PAGE 416, OFFICIAL RECORDS FRESNO COUNTY.
8. AN EASEMENT FOR DITCHES, TELEPHONE AND/OR ELECTRIC POLES AND LINES, SEWER, WATER
AND/OR GAS MAINS AND PIPE LINES AND INCIDENTAL PURPOSES, RECORDED MAY 27, 1942
AS BOOK 2007, PAGE 206 OF OFFICIAL RECORDS.
9. RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL
INTERESTS RESERVED IN DEED EXECUTED BY M. G. KERKHOFF COMPANY, A CORPORATION,
RECORDED MAY 27, 1942, BOOK 2007, PAGE 206, OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE
AND COMPLETE AS SHOWN.

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 ORDINANCES AT THE REQUEST OF OR THE HOLLAND GROUP, IN FEBRUARY 2026.

I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE
POSITIONS SHOWN ON THE MAP. I HAVE BEEN ADVISED BY THE PERSONS CLAIMING
ONE YEAR OF THE DATE THIS MAP IS RECORDED OR ANY TIME EXTENSION, APPROVED BY
THE CITY ENGINEER, THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE
CONSTRUCTION OF THE MAP. THIS MAP IS THE FINAL MAP SUBSTANTIALLY CONFORMS TO THE
CONDITIONALLY APPROVED TENTATIVE MAP.



CASEY W. LOWRY, L.S. 8154

DATE: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS
SUBSTANTIALLY CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
ANY APPROVED ORDINANCES THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP
ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE
MAP HAVE BEEN COMPLIED WITH.



JESUS A. GONZALEZ, R.C.E. 78084

DATE: _____

CITY SURVEYOR'S STATEMENT

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



DAVID C. HORN, L.S. 8204

DATE: _____

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF KERMAN, BY RESOLUTION NO. _____
ADOPTED ON _____, HAS APPROVED THE MAP AND THE EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS
OF THE OFFER OF DEDICATION.

DANJA SANTANA-ZAMUDIO

CITY CLERK

DATE: _____

COMMUNITY DEVELOPMENT DIRECTOR STATEMENT:

I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AS
CONDITIONALLY APPROVED BY CITY COUNCIL ON FEBRUARY 26, 2025.

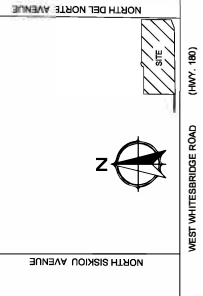
JOHN JANSONS
ACTING COMMUNITY DEVELOPMENT DIRECTOR

DATE: _____

RECORDER'S STATEMENT

DOCUMENT NO. _____ FILED THIS _____ DAY OF _____, 2026,
AT _____ M IN VOLUME _____ OF PLATS, AT PAGE(S) _____
FRESNO COUNTY RECORDS, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.
PAUL DICTOS, C.P.A., FRESNO COUNTY RECORDER

BY: _____ DEPUTY COUNTY RECORDER



VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION
PROPERTY IN THE CITY OF KERMAN, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS
FOLLOWS:

ADJUSTED PARCEL B

THE LAND DESCRIBED HEREIN IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED
AS FOLLOWS:

THAT PORTION OF LOTS 17, 18, 19, AND 20 OF FRESNO IRRIGATED FARMS CO. TRACT, ACCORDING TO THE
MAP THEREOF RECORDED JUNE 24, 1912, IN BOOK 8, PAGE 1, OF RECORD OF SURVEYS, FRESNO COUNTY
RECORDS, BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14, SOUTH, RANGE 17
EAST, MOUNT Diablo East and Morgan and MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE PROPERTY GRANTED TO THE STATE OF CALIFORNIA BY
GRANT DEEDS RECORDED AUGUST 14, 1988, AS DOCUMENT NO. 1988-113742, AND 1988-113744,
OFFICIAL RECORDS FRESNO COUNTY, THENCE ALONG THE NORTH LINE OF SAID GRANT DEEDS, NORTH
89°21'37" WEST A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

THENCE ALONG THE NORTHERLY LINE OF SAID GRANT DEEDS, SOUTH 69°46'18" WEST A DISTANCE OF 123.74
FEET; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°13'10" WEST A DISTANCE OF 533.41 FEET TO A
POINT ON THE EAST LINE OF SAID LOT 19, THENCE SOUTH 89°13'10" WEST ALONG THE NORTHERLY LINE OF
SAID LOT 19, A DISTANCE OF 19.00 FEET TO THE POINT OF BEGINNING OF THE EAST LINE OF SAID LOT
20, THENCE ALONG THE SAID EAST LINE, NORTH 0°40'48" EAST A DISTANCE OF 20.08 FEET; THENCE
SOUTH 89°29'46" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE EAST LINE OF
SAID LOT 17, A DISTANCE OF 259.31 FEET TO THE POINT OF BEGINNING OF THE EAST LINE OF SAID LOT
18, THENCE ALONG THE SAID EAST LINE, NORTH 0°40'48" EAST A DISTANCE OF 20.08 FEET; THENCE
SOUTH 89°29'46" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE EAST LINE OF
SAID LOT 19, THENCE ALONG THE SAID EAST LINE, NORTH 0°40'48" EAST A DISTANCE OF 20.08 FEET;
CURVE COME TO THE SOUTHEAST HAVING A RADIAL BEARING OF SOUTH 72°34'27" EAST, AND HAVING A
RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THOUGH A CENTRAL ANGLE (DELTA)
OF 18°14'15", AN ARC DISTANCE OF 15.92 FEET; THENCE NORTH 89°59'46" EAST TO THE
CENTRAL ANGLE OF 18°14'15", AN ARC DISTANCE OF 15.92 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A
CENTRAL ANGLE OF 18°14'15", AN ARC DISTANCE OF 15.92 FEET; THENCE NORTH 89°59'46" EAST TO THE
EAST LINE OF SAID LOT 17, A DISTANCE OF 411.84 TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID
LANDS, AND RESERVING TO THE SAID LANDS, AND TO THE SUCCESSORS OF THE SAID LANDS, THE RIGHT
TO DEVELOP AND REMOVE THE SAME, AS RESERVED BY M. G. KERKHOFF COMPANY, A CORPORATION, IN
GRANT DEED RECORDED MAY 27, 1942 IN BOOK 2007, PAGE 206 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY HOUSE, TRAILER, MODULAR HOME, MOBILE HOME OR MOBILE DWELLING, IF
ANY, ON SAID LAND.

TOGETHER WITH THE PORTION OF DEL NORTE ROAD THAT PASSES BY OPERATION OF LAW WITH THE
CONVEYANCE OF
LOT 17, FRESNO IRRIGATED FARMS CO. TRACT, ACCORDING TO THE MAP RECORDED JUNE 24, 1912, IN BOOK
8, PAGE 1, OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, AS ACCURSED BY DEED RECORDED
NOVEMBER 11, 2024, INSTRUMENT NO. 2024-010367, OFFICIAL RECORDS.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE, CITY OF
KERMAN, LOT LINE ADJUSTMENT NO. 2025-01, RECORDED MARCH 04, 2026, AS INSTRUMENT NO.
2026-000885 OF OFFICIAL RECORDS.

THE SOILS CERTIFICATE
THE SOILS REPORT WAS PREPARED FOR THIS MAP BY KRAZAN AND ASSOCIATES, AND SIGNED BY GEORGE P.
HATTRUP, GE 2353 AND DATED APRIL 1, 2025, SAID REPORT HAS BEEN PLACED ON FILE WITH THE CITY OF
KERMAN.



STAFF REPORT

MEETING DATE: September 23, 2026

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Resolution Approving Final Map, Subdivision Agreement, Right-to-Farm Covenant, Landscape and Lighting District Covenant, and Temporary Storm Drainage Basin Covenant for Tract No. 6572 (JG)

RECOMMENDATION: Council by motion adopt resolution pertaining to Tract No. 6572 as follows:

1. Approving Final Map and Subdivision Agreement
2. Approving Covenant Acknowledging Right-To-Farm Law
3. Approving Covenant Accepting Annexation into Landscape and Lighting District No. 1
4. Approving Covenant for Temporary Storm Drainage Basin Use
5. Authorizing the City Manager to sign the Subdivision Agreement and Covenants

EXECUTIVE SUMMARY:

H&T Investments, LP (H&T) submitted tentative subdivision map 2023-04 (TSM 2023-04) for approximately 48.38 acres at the northwest corner of the State Route 180 (Whitesbridge Road) and the Del Norte Avenue intersection. TSM 2023-04 includes 200 single-family residential lots, one lot for future multi-family residential development, and four lots for future commercial development. The Planning Commission approved TSM 2023-04 on December 16, 2024, and the City Council approved it on February 26, 2025.

Following approval of TSM 2023-04, H&T petitioned and received approval for submittal of phased final maps. Final Map No. 6572 (FM 6572), submitted by Century Communities of California (Applicant), following acquisition of the residential portion of TSM 2023-04, contains 118 of the 200 single-family lots. The action before the Council applies to FM 6572. Century is responsible for construction of most of the public improvements within the TSM 2023-04 boundary, including improvements located within FM 6473. H&T remains responsible for constructing the State Route 180 improvements, which are subject to a separate Caltrans permitting process, as well as future sidewalks along the interior streets adjacent to the multi-family and commercial lots. FM 6473 responsibilities are identified here because completion of the overall infrastructure requires coordination between the two final maps.

TSM 2023-04 has completed the Fresno Local Agency Formation Commission annexation process to bring all phased final map areas within the City limits. City staff has reviewed FM 6572, its improvement plans, and the required supporting documents and has determined that the final map is technically correct. Staff recommends that the Council approve FM 6572 and accept the dedications offered for public use.

Before FM 6572 can be recorded, the Applicant must enter into a subdivision agreement with the City. The agreement requires the Applicant to provide improvement and warranty securities, as required by Government Code Section 66462, to guarantee completion of the improvements for which it is responsible. The agreement also identifies applicable development impact fees and the timing of their collection. Substantial completion of the required infrastructure is tentatively scheduled for January 29, 2027. The City will not issue a certificates of occupancy for development within FM 6572 until the City Engineer determines that the infrastructure needed to protect public health and safety is substantially complete.

A policy of the City of Kerman is to preserve, protect and encourage development of its agricultural land and industries. The City's Right-to-Farm policy protects agricultural operations and informs future property owners about inconveniences that may result from normal farming activities on nearby land. FM 6572 is subject to a condition of approval for recordation of a Right-to-Farm covenant. The covenant will be recorded with FM 6572 and will apply to future owners of the property.

FM 6572 will benefit from the installation of streetlights, landscaping, and irrigation within designated landscape strips and street median rights-of-way. The City's Landscape and Lighting District No. 1 (LLD No. 1) will maintain these improvements and pay the related electricity costs. FM 6572 must therefore be annexed into LLD No. 1. The Council initiated the annexation on June 10, 2026, and held the required public hearing on July 8, 2026. The covenant documents the annexation and provides notice of the assessment requirements to future owners.

Permanent storm drainage facilities are not yet available to serve FM 6572. As an interim measure, the Applicant will construct a temporary storm drainage basin to receive runoff from its own FM 6572 as well as H&T's FM 6473. The Applicant and H&T (Covenantors) have both executed the Temporary Storm Drainage Basin Covenant with the City. The covenant establishes the parties' responsibilities for use and maintenance of the basin and for backfilling it when it is no longer needed. The Covenantors also have a separate private agreement addressing the temporary basin; that agreement is between the owners and is separate from the City's covenant. When permanent drainage facilities become available, the FM 6572 storm drain system will connect to them, and the temporary basin will be removed from service and backfilled in accordance with the covenant. The covenant will be recorded in connection with FM 6473, referenced in FM 6572, and will apply to future owners as provided by its terms.

FISCAL IMPACT:

Permit fees were collected prior to issuance of grading permit for the on-going at-risk activities. Development impact fees will be collected as each lot is developed and prior to issuance of certificates of occupancy. Because the tentative map is not a vesting map, development impact fees will be charged at the rates in effect when they are collected. All other required fees will be paid before FM 6572 is recorded.

ATTACHMENTS:

- A. Resolution w/Exhibits
- B. Final Map No. 6572

Attachment 'A'

RESOLUTION NO. 26-__**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN, CALIFORNIA,
APPROVING FINAL MAP, SUBDIVISION AGREEMENT, RIGHT-TO-FARM COVENANT,
LANDSCAPE AND LIGHTING DISTRICT COVENANT, TEMPORARY STORM DRAINAGE BASIN
COVENANT AND ACCEPTING DEDICATION OF RIGHT-OF-WAY FOR PUBLIC STREET AND
UTILITY PURPOSES FOR TRACT NO. 6572**

WHEREAS, Tentative Subdivision Map No. 2023-04 , was approved by the Planning Commission on December 16, 2024 and the City Council on February 26, 2025; and

WHEREAS, Century Communities of California ("Owner") has submitted an application for a Final Map for Tract No. 6572; and

WHEREAS, all the certificates which appear on the map (except the approval certificate of the City Council of the City of Kerman and the recording certificate of the Recorder of the County of Fresno) have been signed and acknowledged; and

WHEREAS, the City Council has considered the application for Final Map for Tract No. 6572 under the Subdivision Map Act, Subdivision Ordinance of the City of Kerman, and proofs and evidence offered including the recommendations of the City Engineer, the City Surveyor, the Community Development Director, and the City Planning Commission; and

WHEREAS, the City Council has found that the proposed subdivision together with provisions for its design and improvement, is consistent with the General Plan of the City of Kerman and that none of the grounds for denial set forth in subdivisions (a) through (g) of Section 66474 of the Government Code exist with respect to said subdivision; and

WHEREAS, Owner whose signatures appear on the map have offered for dedication certain streets and public utility easements as shown and delineated on said map; and

WHEREAS, a subdivision agreement is necessary for assurance of improvements construction completion and collection of applicable development impact fees; and

WHEREAS, a Right-to-Farm covenant is necessary for assurance of development use and maintenance does not adversely affect adjoining properties and serving as disclosure to future buyers of inconveniences and discomforts resulting from normal farming activities affecting properties adjoining the development; and

WHEREAS, a landscaping and lighting district (LLD) covenant is necessary for annexing the development into LLD No. 1 and carrying with it requirements of the annexation process and serving as disclosure future buyers of said requirements; and

WHEREAS, a temporary storm drainage covenant is necessary for imposing requirements onto the covenantors for maintenance and future abandonment of said basin.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN RESOLVES AS FOLLOWS:

1. The Council finds that the map is in substantial compliance with said tentative map, any deviations therefrom being deemed to be approved by the Council.
2. The Final Map for Tract No. 6572, consisting of four (4) sheets, a copy of which is on file with the City Clerk, is hereby approved and the City Clerk is authorized and directed to provide for the recording of said Final Map subject to requirements set forth in the Subdivision Agreement.
3. The offers of dedication of easements for public use made on the Final Map for Tract No. 6572 are hereby accepted on behalf of the public unless it is stated on the Final Map that said dedications are subject to acceptance of Owner installed public improvements, subject to complete compliance with Government Code Sections 66492 and 66493 of the Subdivision Map Action prior to release of the map for recordation.
4. The Subdivision Agreement between the City of Kerman and Owner, a copy of which is attached hereto as **Exhibit '1'**, is hereby approved and the City Manager is authorized to sign said Agreement. As to the Impact Fees referenced in the Agreement, TSM 2023-04 was approved as a Tentative Subdivision Map; therefore, development impact fees will be paid at the rate in effect at the time of collection.
5. The Right-to-Farm covenant between the City of Kerman and Owner, a copy of which is attached hereto as **Exhibit '2'**, is hereby approved and the City Manager is authorized to sign said Agreement.
6. The landscaping and lighting district covenant between the City of Kerman and Owner, a copy of which is attached hereto as **Exhibit '3'**, is hereby approved and the City Manager is authorized to sign said Agreement.
7. The temporary storm drainage covenant between the City of Kerman, Owner, and the Owner of FM 6473 (H&T Investments, LP), a copy of which is attached hereto as **Exhibit '4'**, is hereby approved and the City Manager is authorized to sign said Agreement.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 23rd day of September 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana Zamudio
City Clerk

Exhibit '1'

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

CITY OF KERMAN
Attn: Dalia Santana-Zamudio,
City Clerk
850 S. Madera Avenue
Kerman, CA 93630

NO FEE – Government Code Sections 6103 and 27383

Space Above This Line for Recorder's Use Only

**CITY OF KERMAN
SUBDIVISION AGREEMENT
FINAL MAP OF TRACT NO. 6572
(PHASE 2 OF TENTATIVE MAP No. 6473)**

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**CITY OF KERMAN
SUBDIVISION AGREEMENT
FINAL MAP OF TRACT NO. 6572
(PHASE 2 OF TENTATIVE MAP No. 6473)**

THIS SUBDIVISION AGREEMENT (the "Agreement") is entered into on this ____ day of _____ 2026, (the "Effective Date") by and between CITY OF KERMAN, a municipal corporation, hereinafter referred to as "CITY," and CENTURY COMMUNITIES OF CALIFORNIA, LLC, a Delaware corporation 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. 6572 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 February 26, 2025, with the adoption of Resolution No. 25-05, approved Tentative Subdivision Map No. 2023-04 (also known as Tentative Tract Map No. 6473) with conditions.
- 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. After approval of the tentative map, and prior to issuance of a final map, H&T Investments, L.P., a California limited partnership ("Prior Owner"), the prior owner and OWNER requested the CITY allow for phasing of the project and the approval of a final map for Phase 2. Phase 2 consists of the southern portion of the residential component of Tentative Subdivision Map No. 2023-04, but is being recorded by OWNER as Tract No. 6572 ("Phase 2"), with the remainder residential portion to the north anticipated to be reconveyed by OWNER back to Prior Owner, phased and developed at a future date ("Phase 3"), and the non-residential portion ("Phase 1") anticipated to be developed at a future date consistent with the approved Tentative Subdivision Map. As this was not requested as part of the original application, the approved conditions for Tentative Subdivision Map No. 2023-04 had not been divided to specify the improvements, etc., required for each individual phase or a combination thereof. As a result, OWNER has requested and agrees to phase-specific clarifications to the conditions of approval, which specific requirements for Phase 2 are attached as **Exhibit "C"** Conditions of Approval: Phase 2-Specific

Conditions (Phase 2) attached hereto and incorporated herein by reference. Additionally, OWNER has requested and agrees to improvement phasing, which specific requirements for Tract No. 6572 are attached as **Exhibit "D"** Improvements Phasing attached hereto and incorporated herein by reference.

E. As a condition precedent to the acceptance and approval of the Final Map for Tract No. 6572, CITY requires the dedication of all areas delineated on the Final Map of Tract No. 6572, for public street and other public purposes consistent with provisions of the Kerman Municipal Code, this Agreement, and Tentative Subdivision Map No.2023-04.

F. 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. 2023-04 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. Said conditions have been specified for Tract No. 6572 as set forth in **Exhibit "C"** as further clarified by **Exhibit "D"**.

G. OWNER is required to construct and install Improvements (defined below), including grading; sewer; water; storm drainage; concrete curbs, gutters, sidewalks and driveway approaches; street lighting; street paving; walls and fences; landscaping; irrigation; and other improvements designated for Phase 2; and also Street J and Street K (as depicted on Tentative Subdivision Map No. 6473) street improvements, including underground utilities, back of curb to back of curb, concrete sidewalk along the northern side of Street J, and six (6) streetlights along Street J and Street K; all as shown on the Improvement Plans for Tentative Subdivision Map No. 6473, prepared by Gateway Engineering, Inc., the engineer of record for Tentative Subdivision Map No. 6473, and approved by CITY, which Improvement Plans are on file with the City Engineer; but only such Improvements as defined below for Phase 2, and no other subdivision improvements included in the Improvement Plans for Phase 1 and Phase 3 except as indicated above and as set forth in **Exhibit "C"** and **Exhibit "D"**. Phase 1 (non-residential) and Phase 3 (north residential) will be addressed in separate subdivision agreements.

H. 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. 6572, 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. 6572 as being divided into parcels, including street areas of adjacent existing public streets to the center lines thereof.
8. "Improvements" shall mean all grading; sewer; water; storm drainage; concrete curbs, gutters, sidewalks and driveway approaches; street lighting; street paving; walls and fences; landscaping; irrigation; and other improvements designated for Phase 2; and also Street J and Street K (as depicted on Tentative Subdivision Map No. 6473) street improvements, including underground utilities, back of curb to back of curb, concrete sidewalk along the northern side of Street J, and six (6) streetlights along Street J and Street K; all as shown on the Improvement Plans for Tentative Subdivision Map No. 6473, prepared by Gateway Engineering, Inc., the engineer of record for Tentative Subdivision Map No. 6473, and approved by CITY, which Improvement Plans are on file with the City Engineer; but only such Improvements as designated for Phase 2, and no other subdivision improvements included in the Improvement Plans for Phase 1 and Phase 3, except as indicated above and as set forth in **Exhibit "C"** and **Exhibit "D"**.
9. "Improvement Plans" shall mean the Improvement Plans for Tentative Subdivision Map No. 6473 dated November 4, 2025 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. 2023-04" shall mean the Tentative Subdivision Map of Tract No. 6437 approved by the City Council, with its adoption of Resolution No.25-05, on February 26, 2025.

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 within Phase 2. 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 successor or successors, actually develops. Nothing herein allows for the modification of the number of Subdivision lots except as otherwise authorized by the Subdivision Map Act and the Kerman Municipal Code.

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 occurs first, for each residential unit.

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 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 including from OWNER, which OWNER shall pay, 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 or amounts to secure reimbursement to CITY for amounts expended to enforce this Agreement, including, but not limited to, the costs incurred to construct the Improvements identified 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 reasonable 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) to the extent 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 or Improvements; or (d) CITY'S approval of the design, installation, operation, removal or maintenance of the work or 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 (2) 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, \$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.

OWNER shall use reasonable efforts to seek coverage that will provide notice of cancellation to CITY. If no such coverage is readily available, the OWNER shall notify CITY of the same at the time the certificates of insurance are provided to CITY, and thereafter OWNER shall notify CITY within two (2) business days if OWNER receives notice that any policy will be cancelled. 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 fifteen (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.

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 this Agreement or any extension, OWNER fails to maintain the required insurance in full force and effect, 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 are 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 and installation of street trees. 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 and street tree or trees 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 Four Million Eight Hundred and Sixty-Four Thousand Six Hundred and Forty Dollars (\$4,864,640), 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. The performance security shall be released to OWNER, less any amount required to be used for fulfillment of performance, upon CITY's acceptance of Improvements and OWNER's submittal of warranty security to CITY.

2. Payment Security. OWNER shall provide to CITY payment security in the amount of Two Million Four Hundred and Thirty-Two Thousand Three Hundred and Twenty Dollars (\$2,432,320), 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. The payment security shall be released to OWNER ninety (90) days following CITY's acceptance of Improvements, provided no claims have been filed against CITY.

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 Four Hundred and Eighty-Six Thousand Four Hundred and Sixty-Four Dollars (\$486,464), 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 levy and 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 levy and 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 levy and 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 levy and 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 levy and 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 levy and 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. The conditions of approval require OWNER to install temporary paved cul-de-sacs at the end of any dead-end streets planned for future extension longer than 150 feet in

length to allow for emergency and service vehicle turn around. OWNER shall grant CITY easement(s) for the same. If the location is outside of the Final Map boundaries, such as a “remainder” area, OWNER shall obtain and provide an easement to the CITY for the same (including public travel) and shall be responsible for the construction and maintenance of the temporary paved cul-de-sacs.

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, and does not cure such failure within thirty (30) days after written notice from CITY, 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 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 thirty (30) days of obtaining a fee interest in a portion of the Property.

Additionally, the following covenants affect development of the Property: (1) right to farm; (2) temporary stormwater retention basin; and (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. 25-05, adopted by the City Council on February 26, 2025 (as clarified in **Exhibit "C"**), the Standard Specifications, and the notes and requirements set forth on the Final Map, all of which are on file with the City Clerk.

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 **Exhibit "C"** and the Improvement Plans, which may include grading, sewer, water, street, storm drainage, street lighting, landscape, and irrigation plans, 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 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>Estimated Date of Completion</u>
1. Grading	8/14/2026
2. Sewer Facilities	8/31/2026
3. Water Facilities	10/30/2026
4. Street Improvements	11/6/2026
5. Completion of all Improvements	1/29/2027

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 result in a penalty of One Hundred Fifty Dollars (\$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.

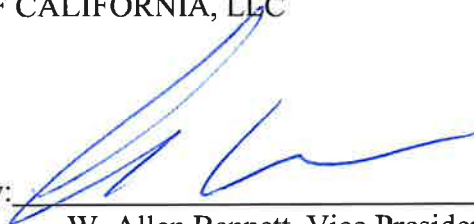
(Signatures on Next Page)

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

CITY:
CITY OF KERMAN,

OWNER:
CENTURY COMMUNITIES OF
OF CALIFORNIA, LLC

By: _____
John Jansons,
City Manager

By:  _____
W. Allen Bennett, Vice President

(Attach Notary Acknowledgements)

(Attach Notary Acknowledgements)

Attest:

Dalia Santana-Zamudio,
Deputy City Clerk

Approved as to Form:

Hilda Cantú Montoy,
City Attorney

Approved as to Engineering Content:

Jesus A. Gonzalez,
City Engineer

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

Section 7, Item C.

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 FRESNO)

On 06/2/2026 before me, E Doyle Notary Public,
(here insert name and title of the officer)

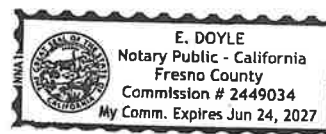
personally appeared W. Allen Bennett

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)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
 Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY**

Real property in the City of Kerman, County of Fresno, State of California, described as follows:

Beginning at the Southeast corner of Tract No. 6236, according to the map thereof recorded in Volume 91 of Plats at Pages 41 through 44, Fresno County Records; thence along the East line of said Tract No. 6236, North 00°40'48" East, a distance of 924.53 feet; thence leaving said East line South 89°19'12" East, a distance of 112.64 feet to the beginning of a non-tangent curve, concave to the Southeast, having a radius of 2028.00 feet, a radial line to said point bears North 83°48'10" West, thence, Northerly along said curve through a central angle (delta) of 00°12'53", an arc length of 7.60 feet to the beginning of a reverse curve concave to the Northwest and having a radius of 1972.00 feet; thence, Northerly along said curve, through a central angle of 00°59'45", an arc distance of 34.28 feet; thence South 84°35'02" East a distance of 56.00 feet; thence, South 89°19'12" East, a distance of 203.92 feet; thence, North 00°40'48" East, a distance of 38.20 feet; thence, South 89°19'12" East, a distance of 312.00 feet; thence, South 00°40'48" West, a distance of 13.45 feet; thence, North 89°59'46" East, a distance of 426.36 feet; thence, South 00°38'17" West, a distance of 37.92 feet; thence South 89°21'43" East, a distance of 206.11 feet; thence South 00°38'03" West, a distance of 486.80 feet; thence South 89°59'46" West, a distance of 606.41 feet, to the beginning of a tangent curve concave to the Northeast and having a radius of 50.00 feet; thence Northwesterly along said curve, through a central angle of 18°14'15", an arc distance of 15.92 feet, to the beginning of a reverse curve having a radius of 50.00 feet; thence Southwesterly along said curve, through a central angle (delta) of 90°48'28", an arc distance of 79.24 feet; thence, South 89°59'46" West a distance of 376.87 feet; thence, South 0°40'48" West a distance of 417.58 feet; thence, South 89°13'11" West a distance of 259.33 feet to the true Point of Beginning.

ALSO EXCEPTING THEREFROM 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 reserved by WM. G. Kerckhoff Company, a corporation, in Grant Deed recorded May 27, 1942 in Book 2007, Page 206 of Official Records.

ALSO EXCEPTING THEREFROM 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 reserved by WM. G. Kerckhoff company, a corporation, in Grant Deed recorded October 27, 1942 in Book 2146, Page 416 of Official Records.

Portion of APN's: 020-120-29-S and 020-120-30-S

EXHIBIT "B"
DEVELOPMENT IMPACT FEES

TRACT NO. 6572

Tentative Subdivision Map 2023-04

Owner: Century Communities of California, LLC

TSM Approved: February 26, 2025

Impact Fee Schedule ⁽¹⁾: 2014 SFR

Lots: 102

PART I: DEVELOPMENT IMPACT FEES DUE AT FINAL INSPECTION OR CERTIFICATE OF OCCUPANCY					
Fee Description	Quantity	Rate	Extension	Adjusted Fee ⁽²⁾	Fee Per Lot
Administrative Fee	102 UN	\$ 500.00	\$ 51,000	\$ 51,000	\$ 500.00
Public Building Facilities & Equipment	102 UN	\$ 1,324.00	\$ 135,048	\$ 135,048	\$ 1,324.00
General Plan	102 UN	\$ 296.00	\$ 30,192	\$ 30,192	\$ 296.00
Fire Station & Equipment	102 UN	\$ 730.00	\$ 74,460	\$ 74,460	\$ 730.00
Storm Drain Basin Acquisition	102 UN	\$ 252.00	\$ 25,704	\$ 25,704	\$ 252.00
Storm Drain Facilities	102 UN	\$ 1,043.00	\$ 106,386	\$ -	\$ -
Water Front Footage	0 LF	\$ 15.00	\$ -	\$ -	\$ -
Water Oversize	102 UN	\$ 304.00	\$ 31,008	\$ -	\$ -
Water Major Facilities ⁽³⁾	102 UN	\$ 2,126.00	\$ 216,852	\$ 216,852	\$ 2,126.00
Sewer Front Footage	0 LF	\$ 16.00	\$ -	\$ -	\$ -
Sewer Oversize	102 UN	\$ 554.00	\$ 56,508	\$ -	\$ -
Sewer Major Facilities	102 UN	\$ 2,349.00	\$ 239,598	\$ 239,598	\$ 2,349.00
Parks - Development	102 UN	\$ 2,706.00	\$ 276,012	\$ 276,012	\$ 2,706.00
Parks - Quimby	102 UN	\$ 759.00	\$ 77,418	\$ 77,418	\$ 759.00
Major Streets	102 UN	\$ 1,545.00	\$ 157,590	\$ 9,091	\$ 89.13
Street Signals	102 UN	\$ 159.00	\$ 16,218	\$ 16,218	\$ 159.00
Railroad Crossings	102 UN	\$ 263.00	\$ 26,826	\$ 26,826	\$ 263.00
Outside Travel Lane	102 UN	\$ 310.00	\$ 31,620	\$ 31,620	\$ 310.00
Del Norte Trunk Sewer	102 UN	\$ 226.00	\$ 23,052	\$ 23,052	\$ 226.00
TOTAL			\$ 1,575,492	\$ 1,233,091	\$ 12,089.13

Notes:

- 1) Development was approved as a Tentative Map, which sets fees at rate in effect at time of issuance of occupancy permits.
- 2) Refer to Part II for fee adjustments.

EXHIBIT "B"
DEVELOPMENT IMPACT FEES

TRACT NO. 6572

Tentative Subdivision Map 2023-04

Owner: Century Communities of California, LLC

TSM Approved: February 26, 2025
Impact Fee Schedule ⁽¹⁾: 2014 SFR
Lots: 102

PART II: DEVELOPMENT IMPACT FEE ADJUSTMENTS/REIMBURSEMENTS						
Fee Description	Previous Credit	Credit ⁽²⁾	Total Credit	Original Fee Obligation	Adjusted Obligation	Potential Reimbursement
Administrative Fee	\$ -	\$ -	\$ -	\$ 51,000	\$ 51,000	\$ -
Public Building Facilities & Equipment	\$ -	\$ -	\$ -	\$ 135,048	\$ 135,048	\$ -
General Plan	\$ -	\$ -	\$ -	\$ 30,192	\$ 30,192	\$ -
Fire Station & Equipment	\$ -	\$ -	\$ -	\$ 74,460	\$ 74,460	\$ -
Storm Drain Basin Acquisition	\$ -	\$ -	\$ -	\$ 25,704	\$ 25,704	\$ -
Storm Drain Facilities	\$ -	\$ 549,975	\$ 549,975	\$ 106,386	\$ -	\$ 443,589
Water Front Footage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Oversize	\$ -	\$ 43,425	\$ 43,425	\$ 31,008	\$ -	\$ 12,417
Water Major Facilities	\$ -	\$ -	\$ -	\$ 216,852	\$ 216,852	\$ -
Sewer Front Footage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Oversize	\$ -	\$ 105,030	\$ 105,030	\$ 56,508	\$ -	\$ 48,522
Sewer Major Facilities	\$ -	\$ -	\$ -	\$ 239,598	\$ 239,598	\$ -
Parks - Development	\$ -	\$ -	\$ -	\$ 276,012	\$ 276,012	\$ -
Parks - Quimby	\$ -	\$ -	\$ -	\$ 77,418	\$ 77,418	\$ -
Major Streets	\$ -	\$ 148,499	\$ 148,499	\$ 157,590	\$ 9,091	\$ -
Street Signals	\$ -	\$ -	\$ -	\$ 16,218	\$ 16,218	\$ -
Railroad Crossings	\$ -	\$ -	\$ -	\$ 26,826	\$ 26,826	\$ -
Outside Travel Lane	\$ -	\$ -	\$ -	\$ 31,620	\$ 31,620	\$ -
Del Norte Trunk Sewer	\$ -	\$ -	\$ -	\$ 23,052	\$ 23,052	\$ -
TOTAL	\$ -	\$ 846,929	\$ 846,929	\$ 1,575,492	\$ 1,233,091	\$ 504,528

Notes:

- 1) Development was approved as a Tentative Map, which sets fees at rate in effect at time of issuance of occupancy permits.
- 2) 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.

EXHIBIT "B"
DEVELOPMENT IMPACT FEES

TRACT NO. 6572

Tentative Subdivision Map 2023-04

Owner: Century Communities of California, LLC

PART III: CONSTRUCTION CREDIT CALCULATIONS

Item Description	Quantity	Unit	Unit Cost	Extension
Water Oversize ⁽¹⁾				
12" water main	965.00	LF	\$ 45.00	\$ 43,425.00
Sewer Oversize ⁽²⁾				
18" sewer main	1,167.00	LF	\$ 90.00	\$ 105,030.00
Storm Drain Facilities				
18" storm drain main	933.00	LF	\$ 140.00	\$ 130,620.00
24" storm drain main	1,577.00	LF	\$ 195.00	\$ 307,515.00
30" storm drain main	91.00	LF	\$ 240.00	\$ 21,840.00
48" storm drain manhole	7.00	EA	\$ 7,500.00	\$ 52,500.00
Type 'D' storm drain inlet	5.00	EA	\$ 7,500.00	\$ 37,500.00
Major Streets - Del Norte Avenue				
Excavation	580.00	CY	\$ 20.00	\$ 11,600.00
AC fine grade / compact subgrade	21,480.00	SF	\$ 0.35	\$ 7,518.00
Inside lanes 3" AC pavement	403.00	Tons	\$ 125.00	\$ 50,375.00
Inside lanes 4.5" aggregate base	584.00	Tons	\$ 40.00	\$ 23,360.00
Median curb	1,476.00	LF	\$ 17.00	\$ 25,092.00
Median cap	1,177.00	SF	\$ 10.00	\$ 11,770.00
Median landscaping & irrigation	2,348.00	SF	\$ 8.00	\$ 18,784.00
Total Credit =				\$ 846,929.00

Notes:

- 1) Water Oversize credit unit cost equals the difference between 8" and 12" water main from engineer's estimate unit costs.
- 2) Sewer Oversize credit unit cost equals the difference between 8" and 18" sewer mains from engineer's estimate unit costs.

CONDITIONS OF APPROVAL

Tentative Map No. 6473, Phase 2 – Specific Conditions

Tract Map No. 6572

On February 26, 2025, the City Council approved Tentative Subdivision Map No. 2023-04 with conditions with the adoption of Resolution No. 25-05. Development of Phase 2 (Tract Map No. 6572) shall comply with the following conditions, with tracked changes noting phase-specific clarifications from the conditions required by Resolution No. 25-05:

The conditions of development approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Section 66020(d) of the Government Code, these conditions constitute written notice of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby notified that the 90-day protest period commences from the date of approval of the development. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exactions contained in this notice, complying with all the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

References to the “applicant” shall also include any owner developer or subdivider.

Community Development Department Conditions of Approval

1. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by the receipt of the applicant’s signature upon these conditions of approval, within 30 days of the date of approval.
2. The applicant shall relay all conditions of approval for this project to all subsequent purchasers of individual lots, if applicable, or to subsequent purchasers of this entire subdivision.
3. All conditions of approval shall be the sole financial responsibility of the applicant, except where otherwise specified in the conditions of approval listed herein, via a separate development agreement, or as mandated by statutes.
4. It shall be the responsibility of the applicant to ensure that all required approvals, permits, and/or inspections from any entity having jurisdiction, are obtained prior to issuance of final occupancy for any lot.

5. For the lots designated for single-family within the smart development combining district, the applicant shall apply for a Development Plan Review Permit to ensure a comprehensive development of superior quality than which might otherwise occur from more traditional development. The Development Plan Review Permit shall be approved prior to the issuance of any building permit.
- ~~6. For the lots designated for multi-family residential and commercial use, any proposed development will be required to go through the development review process and obtain approvals for development separately.~~
7. The applicant shall obtain City approval in advance for any temporary or permanent subdivision signs through the sign review process, in accordance with the City's Zoning Code.
8. No more than two of the same unit type (floor layout and exterior materials package) shall be repeated side by side. When two of the same units are repeated side by side, they shall be different colors. These identical provisions may be waived by the Community Development Director on a specific lot basis within the project when the size or configuration of a lot would otherwise prevent compliance with the above requirements or any other siting or setback/yard requirements. If such a waiver is requested, the applicant and the Community Development Director shall work together to ensure that any siting of units not in compliance with the above requirements shall be of different materials and elevations in order to minimize any adverse visual impacts.
9. A right-to-farm covenant, approved as to legal form by the City Attorney, shall be recorded prior to the recording of the Final Map. The covenant shall be disclosed to all future homebuyers.
10. The applicant shall comply with any Mitigation Monitoring and Reporting Program or other mitigation required by the California Environmental Quality Act applicable to the project.
11. All landscaping (public planter/park strips, open space areas, outlots, typical lot plans, etc.) shall conform to the City's Model Water Efficient Landscape Ordinance (MWELO) and all other applicable City standards. Preliminary landscape plans for all landscape areas shall be submitted for review and approval by the Community Development Department prior to the submittal of construction documents for review and approval.
12. All residential lots shall provide an all-weather surface and path for the movement and storage of trash totes.

13. Approval of the entitlement for the project is for the benefit of the applicant. The submittal of the application by the applicant for this project was a voluntary act on the part of the applicant not required by the City. Therefore, as a condition of approval of this project, the applicant agrees to defend, indemnify, and hold harmless the City of Kerman and its agents, officers, consultants, independent contractors, and employees ("City") from any and all claims, actions, or proceedings against the City to attack, set aside, void, or annul an approval by the City concerning the project, including any challenges to associated environmental review, and for any and all costs, attorneys fees, and damages arising therefrom (collectively "claim").

The City shall promptly notify the applicant of any claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

Nothing in this condition shall obligate the City to defend any claim and the City shall not be required to pay or perform any settlement arising from any such claim not defended by the City, unless the City approves the settlement in writing. Nor shall the City be prohibited from independently defending any claim, and if the City does decide to independently defend a claim, the applicant shall be responsible for City's attorneys' fees, expenses of litigation, and costs for that independent defense, including the costs of preparing any required administrative record.

Should the City decide to independently defend any claim, the applicant shall not be required to pay or perform any settlement arising from any such claim unless the applicant approves the settlement.

Engineering Conditions of Approval

The conditions of development approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Section 66020(d) of the Government Code, these conditions constitute written notice of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby notified that the 90-day protest period commences from the date of approval of the development. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exactions contained in this notice, complying with all the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

The following are the conditions of approval imposed on the subject development. The applicant shall:

A. General

1. Obtain express written approval of the City Engineer for a deferment, modification, or waiver of any engineering conditions of approval.
2. Comply with all applicable conditions set forth in Title 16 of the Kerman Municipal Code (Subdivisions).
3. Comply with the City's Improvement Plans Checklist in preparation of construction documents.
4. Pay all applicable development impact fees at the rate in effect at the time of payment prior to the issuance of Building Permit(s). The applicant may be eligible for fee credits or fee reimbursements for over-sizing of facilities or construction of other eligible facilities included in the City of Kerman's Impact Fee Study. The City Engineer will determine the type and extent of improvements that are eligible for fee credits or reimbursements. For any improvements deemed eligible for fee credits or reimbursements, the applicant shall submit itemized quantity and unit costs for each item prior to acceptance of the improvements by the City.
5. Provide security in a sum to be determined by the City Engineer **consistent with the Subdivision Agreement for the Final Map of Tract No. 6572**, prior to release of development permits, for the guarantee of improvements construction and against claims that may arise from contractors and material vendors.
6. Provide security in a sum to be determined by the City Engineer **consistent with the Subdivision Agreement for the Final Map of Tract No. 6572**, prior to final acceptance of the off-site improvements by the City, for the guarantee and warranty of the improvements for a period of one (1) year following the completion and acceptance thereof by the City Council.
7. Provide a soils report or a waiver of soils report for approval by the City Engineer with the first submittal of the improvement plans.
8. Obtain and comply with encroachment permits from affected jurisdictions for all work performed within their rights-of-way and easements.
9. Comply with all the requirements of the local utility, gas, electric, telephone, cable, and other communication companies (Utilities). It shall be the responsibility of the applicant to notify Utilities to remove or relocate poles where necessary. The City will not accept first submittal of improvement plans without proof that the applicant has provided the improvement plans to the Utilities.

10. Underground all existing overhead utility facilities, if any, and any new utility facilities located along and adjacent to the Del Norte Avenue frontage of Phase 2 of the development.
11. Contact the United States Postal Service and address all requirements for the location and type of mailboxes to be installed. The location of the facilities shall be approved by the City Engineer prior to approval of improvement plans or any construction. Applicant shall submit a copy of the Method of Delivery Agreement (MODA) to the City.
12. Install all improvements within public right-of-way and easements in accordance with affected jurisdictions standards, specifications, master plans, and record drawings.
13. Provide and pay for all compaction testing required by the City Engineer. Compaction test locations and depths shall be established by the City Engineer. Compaction test results shall be submitted in a format acceptable to the City Engineer, for review and approval.
14. Maintain the construction site, and any public streets fronting the site, clear of any construction or landscaping debris. The site shall not be used as a storage area for equipment, materials, or other items.
15. Remove all existing structures, trees, shrubs, etc., that are within or encroaching on existing or proposed rights-of-way or easements. Existing street improvements shall be preserved, at the discretion of the City Engineer.
16. Provide clean-up, street sweeping, and dust control during the construction of the development to the satisfaction of the City Engineer and Public Works Director. A deposit of \$5,000.00 shall be submitted to the City to guarantee compliance. At any time, applicant is deemed to be non-compliant by the City Engineer or Public Works Director, the City may draw from said deposit to pay for necessary activities to bring the site into compliance.
17. Maintain pedestrian and vehicular access to all surrounding properties and buildings to the satisfaction of the City of Kerman Police Department, North Central Fire Protection District, and City Engineer. For developments occurring in phases, the applicant shall submit a schedule showing the sequence of development within the area covered by the tentative map.
18. Assume responsibility for all contractor's actions during the course of any work occurring on the site. Designate, in writing before starting work, an authorized representative who shall have complete authority to represent and to act for the applicant. Said authorized representative shall be present while work is in progress.

During periods when work is suspended, arrangements acceptable to the City Engineer shall be made for any emergency work which may be required. When the applicant or his authorized representative is not present for any part of the work where it may be necessary to give directions, orders may be given by the City Engineer which shall be received and obeyed by the person(s) in charge of the particular work in reference to which the orders are given. Whenever orders are given to the applicant's representative or superintendent or foreman to do work required for the convenience and safety of the general public, such work shall be done at the applicant's expense.

19. Install monuments at all section corners, quarter section corners, all street centerline intersection points, angle points, and beginning of curves and end of curves on streets adjacent to or within the development prior to final acceptance of the development. Any existing section corner or property corner monuments damaged or destroyed by the development shall be reset to the satisfaction of the City Engineer. A licensed land surveyor or civil engineer licensed to perform land surveying shall certify the placement of all required monumentation prior to final acceptance. Within five days after the final setting of all monuments has been completed, the engineer or surveyor shall give written notice to the City Engineer that the final monuments have been set. Upon payment to the engineer or surveyor for setting the final monuments, the applicant shall present the City Engineer evidence of the payment and receipt thereof by the engineer or surveyor.

B. Maps and Plans

1. Contact the City Engineer to setup a Pre-Submittal Meeting prior to the initial submittal of the improvement plans. The Applicant's engineer is required to attend.
2. Submit a 18" x 26" final map, prepared by a registered civil engineer or licensed land surveyor, and adhering to Subdivision Map Act requirements and City of Kerman Municipal Code. The final map shall be drawn at a scale of 1"=100' and include the current filing fee, closure calculations, preliminary title report dated within 90 days of submittal, legal descriptions and drawings of required dedications. Upon approval of the final map, applicant shall submit a reproducible/electronic copy (PDF) to the City Engineer.
3. Submit a set of 24" x 36" construction plans prepared by a licensed Civil Engineer for review and approval of all required improvements prior to the release of any development permits. The plans shall include a site grading and drainage plan, landscaping and irrigation plans, and on-site and off-site utilities plan, if applicable, showing locations and sizes of storm drain, sewer and water mains, laterals, manholes, meters, valves, hydrants, etc.

4. Submit a reproducible/electronic copy (PDF) and two (2) black line copies of the approved set of construction plans, and two (2) bound sets of the approved construction specifications, if any, prior to beginning any construction, or within ten (10) calendar days of approval.
5. Submit Pad Certification(s) prior to issuance of building permits.
6. Submit a PDF file of the approved set of construction plans revised to reflect all field revisions and marked "AS-BUILT" prior to City acceptance of the improvements.
7. Submit a copy of the recorded map to the County Surveyor's Office pursuant to Section 66466(f) of the Subdivision Map Act and Section 8774.5(a) of the Professional Land Surveyors Act

C. Dedications and Street Improvements

1. Comply with improvements stated in the Traffic Impact Study prepared by Ruttgers & Schuler.
2. Provide right-of-way acquisition or dedicate free and clear of all encumbrances and improve the following streets to City standards:
 - a) Del Norte Avenue
 - i) Dedicate sufficient right-of-way to achieve a total of 42' west of center/section line for public street and utility purposes along development **Del Norte Avenue** frontage.
 - ii) Dedicate 2' pedestrian easement and 8' landscape easement west of proposed right-of-way line.
 - iii) Relinquish all direct vehicular access to Del Norte **Avenue** from all single-family residential lots backing or siding onto this street.
 - iv) Construct improvements west of center/section line in accordance with City Standard P-1 for a Collector Street and approved tentative map. Improvements shall include curb and gutter, sidewalk, curb ramps, streetlights, landscaped median island, landscaping, irrigation, and permanent paving.
 - v) Re-pave the northbound travel lane along the frontage of the development.
 - vi) Construct transitional paving as required.
 - vii) Install a Class II Bikeway along the development's frontage
 - b) 50', 56' and 60' Interior Residential Streets
 - i) Dedicate right-of-way for public street and utility purposes in accordance with City Standard P-1 for each proposed street width.

- ii) Construct improvements including curb and gutter, sidewalk, drive approaches, curb ramps, streetlights, landscaping and irrigation, and permanent paving.
 - ~~c) Outlots "A" and "B"~~
 - ~~i) Dedicate 25' bike/pedestrian easement for class I trail purposes.~~
 - ~~ii) Construct a 10' wide asphalt concrete class I trail including landscaping and irrigation.~~
 - d) Outlot "C" and "D"
 - i) Dedicate 30' bike/pedestrian easement for class I trail purposes.
 - ii) Construct a 10' wide asphalt concrete class I trail including landscaping and irrigation.
 - e) Interior Residential Streets – Street A and Street I
 - i) Install a traffic calming feature.
 - f) Whitesbridge Road (State Route 180)

Relinquish all direct vehicular access from single-family residential lots.
~~Comply with requirements stipulated in Caltrans letters as conditioned in Other Agency and Department Conditions section below.~~
 - 3. Dedicate a 10' public utility easement along all streets and all other locations requested by utility companies. Alternate widths must be approved in writing by all utility companies and a copy of said written approval shall be submitted to the City Engineer.
 - 4. Obtain "R Value" tests in quantity sufficient to represent all street areas, and have street structural sections designed by a registered civil engineer based on these "R Value" tests. These designs shall be compared to the minimum section given below and approved by the City Engineer.
- | Street Designation | Minimum Section |
|-----------------------|--------------------------|
| Residential Street(s) | 2" HMA/4" CLII AB/6" CNS |
| Collector Street(s) | 3" HMA/6" CLII AB/6" CNS |
- 5. Install standard barricades with reflectors at ends of streets abutting undeveloped property and any other locations to be specified by the City Engineer.
 - 6. Install 2"x6" redwood header boards prior to street paving, at the end of any permanent pavement abutting undeveloped property.

7. Install temporary paved cul-de-sacs at the end of any dead-end streets, planned for future extension, longer than 150'. A 40' radius shall be provided to allow turnaround of emergency equipment.
8. Provide for all striping, stenciling, pavement markers, delineators and signage required of all street improvements within the development. All traffic signs and street name signs shall be installed in accordance with City Standards and the CA MUTCD (latest edition). A striping and signage plan shall be included with the construction plans and submitted for review and approval by the City Engineer.
9. Provide corner cut-offs at all street intersections. Corner cut-offs shall be sufficient to provide for sight distances and accommodate curb ramps.
10. Repair/replace any broken or buckled curb, gutter, and/or sidewalk along the site **Del Norte Avenue** frontage in kind to the satisfaction of the Public Works Department.
11. Provide street names consistent with east-west street naming to the west and north-south street naming to the south. Names matching existing county roads or city streets must maintain the current suffix. When deemed practical, entry streets, cul-de-sacs, and courts should utilize the name of the nearest subdivision street. Street names shall be approved by the Community Development Director.
12. Install subdivision signage complying with applicable Building & Fire Code and Section 17.30.070 of the Kerman Municipal Code.

D. Sanitary Sewer

1. Identify and abandon all existing septic systems per City Standards and any other governing regulations.
2. Dedicate a 15' wide easement for all onsite sewer mains not located in dedicated rights-of-way.
3. Connect to the nearest 18" sanitary sewer main available to serve the development, located in Del Norte Avenue north of Whitesbridge Road. The applicant's engineer shall be responsible for verifying the size, location, and elevations of existing improvements. Any alternative routing of sewer service must be approved by the City Engineer and supported by appropriate calculations.
4. Install sanitary sewer mains of the size and in the locations indicated below. The applicant's engineer shall be responsible for verifying the size, location, and elevations of existing improvements.

- a) Del Norte Avenue: 18" sewer main extending from Whitesbridge Road north to the sewer manhole located at station 23+10.49, inclusive of (1) a 5-foot segment of 18" sewer main extending north of the manhole and capped, and (2) a 41-foot segment of 18" sewer main, extending east of the manhole and capped, within public right-of-way to be provided by City. ~~along the development frontage.~~
- b) Interior Streets: Minimum of 8" sewer mains throughout development.

Install one (1) 4" sewer service house branch to each lot within the development in accordance with City Standards. Additionally, install sanitary sewer main services to existing parcels' property lines, not currently served, and fronting the proposed sanitary sewer main improvements. ~~Install temporary sewer cleanouts at beginning of sewer main runs in proximity to Phase 2 northern boundary line.~~

E. Water

1. Identify and abandon all existing water wells per City Standards and any other governing regulations.
2. Dedicate a 10' wide easement for all onsite water mains, hydrants, blow-offs, and water meters not located in dedicated rights-of-way.
3. Install water mains of the sizes and in the locations indicated below and provide an adequately looped water system, consisting of at minimum two connection points. The applicant's engineer shall be responsible for verifying the size, location, and elevations of existing improvements.
 - a) Del Norte Avenue: 12" water main extending from Whitesbridge Road north to the Phase 2 northern boundary line. ~~along the development frontage.~~
 - b) Connect existing 12" water main on west end of the development, in Sapphire Avenue to proposed Del Norte Avenue 12" water main. Route 12" water main from Sapphire Avenue through Street A, Outlot 'D' and Street J.
 - c) Interior Streets: Minimum of 8" water mains throughout development.
 - d) ~~Install blow-offs at end of runs in proximity to Phase 2 northern boundary line.~~
4. Install water services, size as necessary, to each lot within the development in accordance with City Standards. Water services shall be grouped at property lines. Additionally, install water services to existing parcels' property lines, not currently served and fronting the proposed water main improvements.
5. Install landscape water service(s), size as necessary, to each public landscape area within the development in accordance with City Standards.

6. Install one (1) water sampling station in accordance with City Standards. The location shall be determined by the City Engineer.
7. Install fire services in accordance with North Central Fire Protection District requirements and City Standards. Fire services shall include a detector check.
8. Install fire hydrants at locations approved by the North Central Fire Protection District. Fire hydrants and curbs shall be painted as directed by the North Central Fire Protection District.
9. Do not perform water service connection to the City of Kerman water system until a bacteriological report has been accepted by the City Engineer.

F. Grading and Drainage

1. Provide a temporary ~~on-site~~ retention basin for storm water disposal ~~on Lot 5 of, near the southwest end of the development in Phase 1 (the proposed commercial component of the development)~~. The size and design shall be in accordance with the requirements of the City Engineer and may change based on design calculations and access requirements for maintenance. Sizing calculations shall be provided on the grading plan. The owner of the property on which the temporary basin is to be constructed shall be responsible for maintenance. The temporary basin is solely for the convenience of the development.
2. ~~Backfill the temporary basin within ninety (90) days after notice by the City that the permanent facility is available, and the temporary basin is no longer needed. In the event the owner fails to backfill said basin, the City may cause the basin to be backfilled. A lien to cover the cost of work will be placed on the property on which the basin is located.~~ A covenant stating these requirements shall be prepared and recorded on the lot on which the basin is to be located.
3. Install storm drain mains of the sizes and in the locations indicated below. The applicant's engineer shall be responsible for verifying the size, location, and elevations of existing improvements.
 - a) Interior Streets: Minimum of 15" storm drain mains throughout development.
 - b) Connect 24" storm drain, commencing at Del Norte Avenue, to existing 30" storm drain on west end of the development, in Sapphire Avenue. Route 30" storm drain through Street A, Outlot 'D' and Street J.
 - c) ~~Install temporary storm drainage inlets at temporary turnarounds as necessary to avoid surface drainage onto the adjacent northern property (unsubdivided remainder).~~
4. Design the storm drain main system to drain to the west, towards existing tract 6236.

5. Submit hydrologic and hydraulic calculations (H&H) for any proposed storm drain system and submit with the grading plan for review and approval by the City Engineer. Form of H&H calculations shall be approved by the City Engineer prior to submittal.
6. Install concrete masonry block walls in accordance with City Standards, with a minimum height of 6 feet, and of a design and color approved by the City of Kerman Planning Division at the following locations:
 - a) Del Norte Avenue: along **Phase 2** of the development frontage.
 - b) Whitesbridge Road: along the frontage of lots 1 to 4; Sound wall shall be 7.5 feet in height per MMRP.
 - c) Lots 4 to 10 and 13 to 30: along the back of lots backside fronting Outlot D and the commercial lots. Sideyards of Lots 10 and 11.
 - d) Sideyards of lots 20 and 21 adjacent to Outlot C.
 - ~~e) Lots 109 to 117; 138 to 145; and 174 to 180 along the back of lots adjacent to Outlot A and B.~~

Masonry block walls that retain more than 12" and/or are taller than 6 feet shall be designed by a registered civil engineer.

7. Show grade differentials between lots and adjacent properties and address in conformance with City Standards. Any retaining walls required shall be masonry construction. All retaining walls shall be designed by a registered civil engineer.
8. Submit a copy of Storm Water Pollution Prevention Plan with Notice of Intent, or Construction Rainfall Erosivity Waiver, if applicable, prior to issuance of Grading Permit. The City is not a designated MS4 area and is regulated under the Construction General Permit Order 2022-0057-DWQ (CGP). Comply with all requirements of the NPDES General Permit, if applicable. Plans for these requirements shall be included in the construction plan set and shall be submitted to and approved by the City Engineer.
9. Submit a copy of the San Joaquin Valley Air Pollution Control District (SJVAPCD) Dust Control Plan or Construction Notification Form, if applicable, prior to issuance of a grading permit. The Project shall comply with all rules, regulations and conditions of approval imposed by the District. The applicant shall maintain a program of dust control to prevent air pollution as well as discomfort or damage to adjacent and surrounding properties. The applicant shall follow all requirements and recommendations made by the San Joaquin Valley Air Pollution Control District for dust and emission reduction.

G. Landscaping and Irrigation

1. Provide landscaping and irrigation as required herein. The landscaping and irrigation shall be installed in public right-of-way and all other areas reserved for landscaping. Plans for the required landscaping and irrigation systems shall be prepared by an appropriately qualified professional and conform to the City of Kerman Standard Drawings and Specifications, Street Median Landscape Master Plan and the California Model Water Efficiency Ordinance. A preliminary landscape plan for all public areas shall be submitted to the Community Development Department for review and approval prior to submittal of construction documents. Public landscaping and irrigation shall be installed in the following locations:
 - a) ~~Whitesbridge Road: along the development frontage from back of curb to block wall.~~
 - b) Del Norte Avenue: along Phase 2 of the development frontage from back of curb to block wall.
 - c) Outlots "A", "B", "C" and "D" as identified on Tentative Tract Map No. 6473.
 - d) Street J: Along the backside of lots 21 to 30.
2. Install all landscape improvements prior to final occupancy of 50% of the development's building permits.
3. Request annexation to the City's Landscaping and Lighting Maintenance District (LLMD). The property owner acknowledges and agrees that such request serves as a petition pursuant to California State Proposition 218 and no further election will be required for the establishment of the initial assessment. The assessment for each lot must be obtained from the City for the tax year following the recordation of the final map. The property owner shall consent to the first-year assessment and annual increases per the provisions of the LLMD. The property owner/applicant shall notify all potential lot buyers before they actually purchase a lot that this tract is a part of a LLMD. Said notification shall be in a manner approved by the City. The property owner/applicant shall supply all necessary assessment diagrams and other pertinent materials for the LLMD.
4. Applicant is required to provide evidence to the City that applicant has contacted Fresno Irrigation District (FID) regarding that agency's facilities and interests regarding the property, and that such facilities have been addressed so as to minimize impacts to FID facilities. This may include, but not be limited to, dedicating easements, piping or relocating any existing FID canals or ditches, replacing any existing irrigation piping, concrete lining or improving any existing canals, construction or reconstruction of any canals, culverts, and bridge crossings. Plans for these requirements and improvements shall be included in the previously required set of construction plans and submitted to and approved by FID prior to the release of any development permits or recording of the final map. If an FID or private

irrigation line is to be abandoned, the applicant shall provide waivers from all downstream users.

5. Identify all existing onsite agricultural irrigation systems either onsite or within public rights-of-way, whether FID or privately owned prior to any construction activity on the site. Service to all downstream users of irrigation water shall be maintained at all times through preservation of existing facilities or, if the existing facilities are required to be relocated, the relocation and replacement of the existing facilities. It is the intent that downstream users not bear any burden as a result of the development. Therefore, the applicant shall bear all costs related to modification, relocation, or repair of any existing irrigation facilities resulting from or necessitated by the development. The applicant shall identify on the construction plans all existing irrigations systems and their disposition (abandonment, repair, relocation, and or piping) for approval by the City Engineer. The applicant shall consult with the FID for any additional requirements for lines to be abandoned, relocated, or piped. The applicant shall provide waivers from all users in order to abandon or modify any irrigation systems or for any service interruptions resulting from development activities.
6. Indicate on construction drawings the depth, location and type of material of any existing FID irrigation line along the proposed or existing street rights-of-way or onsite. Any existing canals or ditches shall be piped. The material of the existing pipe shall be upgraded to the proper class of rubber gasket pipe at all locations unless otherwise approved by the City Engineer.

The conditions given herein are for the entire development. Additional requirements for individual phases may be necessary pending review by the City Engineer.

Other Agency and Department Conditions

A. Caltrans

1. Access for Tentative Subdivision Map No. 6473 via State Route 180 (Whitesbridge Road) shall not be permitted, except via Street K (with Caltrans approval).
- ~~2. Right-of-way width and frontage improvements (raised median, lane, shoulder, curb, gutter, sidewalk, roadway lighting, etc.) along this portion of State Route 180 shall match the roadway configuration directly to the west.~~
3. Comply with alternative transportation policies:
 - a. Pedestrian walkways should link this project to transit facilities, bicycle pathways, and other walkways in the surrounding area.

- b. Connections to local and regional bicycle pathways should be coordinated to encourage further use of bicycles for commuter and recreational purposes.

~~4.—The proposed eastbound State Route 180 left-turn lane lengths for Del Norte Avenue and the new development access shall be a minimum of 485 feet. This length accounts for a 50-mph deceleration distance and two-vehicle storage, as outlined in Figure 405.2S of the Caltrans Highway Design Manual. A bay taper of 120 feet is recommended to complement these lane lengths.~~

B. Fresno County Road Maintenance and Operations Division

1. The full road right-of-way width for Del Norte Avenue along the subject parcels shall be annexed.
2. Any road improvements on Del Norte Avenue within the proposed annexation limits shall provide adequate transitions to tie into County maintained roads north of the subject parcels.

C. Fresno Local Agency Formation Commission

- ~~1.—The applicant will be required to submit the appropriate application materials including fees to LAFCo for reorganization. These materials are enumerated on LAFCo's website (www.fresnolafco.org) through the Applications and Documents tab under Items Necessary for a Complete Application.~~
- ~~2.—The current fee schedule for changes of organization/reorganization (annexation) of 41-80 acres is \$12,000.~~
- ~~3.—The City may send notice 5664(c) to the interested and affected agencies if the annexation is 100 percent uninhabited to reduce the project timeline.~~
- ~~4.—The Agricultural Preserve Contracts (Williamson Act) Nos. AP 8116 and AP 8119 for APNs 020-120-29S and 020-120-30S must be cancelled prior to annexation approval.~~
- ~~5.—Annexation of full rights-of-way contiguous to parcel boundaries should be presumed in the reorganization's legal description and map.~~

D. Fresno Irrigation District

- ~~1. FID's Siskiyou Lateral No. 146 runs southwesterly, traversing the northwestern portion of the subject property, approximately 10 feet west of the subject property. The applicant shall grant a 10 foot wide exclusive easement, where FID only has an existing 30 feet wide exclusive easement, such that FID has a total of 40 feet wide exclusive easement to meet current FID standards.~~
- ~~2. The applicant and/or the applicant's engineer shall meet with FID at their earliest convenience to discuss specific requirements, e.g. easement width and alignment, right-of-way width and alignment, pipeline alignment, depth and size, fees, etc.~~
3. All exposed facilities (standpipes, air vents, covers, etc.) within the subject property or directly adjacent to the subject property must be adapted with additional features in order to transition from a rural setting to an urban setting, to mitigate for the effects of new development and increased population, and provide for public safety within FID's property/easement and the development.
4. Applicant shall provide evidence to the City that all improvement plans which affect FID's property/easements and canal/pipeline facilities including but not limited to Sewer, Water, Storm drain, Street, Landscaping, Dry Utilities, and all other utilities, have been reviewed by FID and do not adversely affect FID's property/easements.
5. The applicant/developer must provide evidence to the City that it has submitted a grading and drainage plan to FID and demonstrate that the proposed development will not endanger the structural integrity of the Pipeline or result in drainage patterns that could adversely affect FID.
6. All existing trees, bushes, debris, old canal structures, pumps, canal gates, and other non- or in-active FID and private structures must be removed within FID's property/easement and the development project limits.
7. FID does not allow FID owned property or easements to be in common use with public utility and/or road easements and right-of-ways but will in certain instances allow for its property to be in common use with landscape easements if the City of Kerman enters into the appropriate agreement.
8. FID easements must be shown on all maps/plans with proper recording information, and FID must be made a party to signing all final maps/plans to the extent required by law.

9. Footings of retaining walls shall not encroach onto FID property/easement areas.
10. Trees will not be permitted within FID's property/easement areas.
11. All FID easements be shown on all plans with the appropriate recording information.
12. No large earthmoving equipment (paddle wheel scrapers, graders, excavators, etc.) will be allowed within FID's easement and the grading contractor will be responsible for the repair of all damage to the pipeline caused by contractor's grading activities.
13. FID is concerned about the potential vibrations caused by construction efforts near existing District facilities as it may cause damage to FID's canals, pipelines and culverts. The developer and contractor(s) must keep all large equipment, construction material, and soil stockpile outside of FID's easement and a minimum of 30 feet away from existing cast-in-place concrete pipe. The developer and/or its contractor(s) will be responsible for all damages caused by construction activities.

E. Mid Valley Disposal

1. Each single-family unit shall require three (3) carts, which must be in the garage or elsewhere on the property until service day.

F. North Central Fire Protection District

1. The project shall comply with the requirements of the North Central Fire Protection District Operational Policy 403.002.

G. PG&E

1. The final map shall contain a statement setting forth dedications and offers to dedicate interests in real property for public utility purposes. If the offer of dedication has terminated, or the City declines to accept it, the applicant/developer may be required to provide an easement in gross satisfactory to PG&E. The following language is recommended to be expressly stated for offers to dedicate Public Utility Easements (PUE): *I/We the undersigned, as Owner(s) of the land shown hereon, do hereby state that I/we am/are the only person(s) whose consent is necessary to pass clear title to said land and do hereby consent to the preparation and recordation of this map and offer for dedication and do hereby dedicate for public uses the Public Utility Easements (PUEs) shown on this map for public utility purposes including electric, gas, communication facilities and all other public utility purposes; together with any and all appurtenances thereto, including the right from time to time to trim and to cut down and*

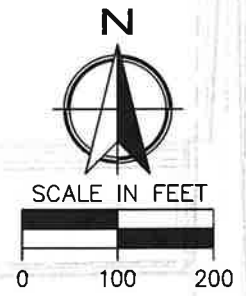
clear away or otherwise control any trees or brush. The PUEs hereby offered for dedication are to be kept open and free of buildings, structures and wells of any kind.

H. San Joaquin Valley Air Pollution Control District

1. Prior to issuance of grading or building permits, the applicant/developer shall provide the City with evidence from the San Joaquin Valley Air Pollution Control District (SJVAPCD) of an approved Dust Control Plan or Construction Notification form under Regulation VIII – Fugitive Dust PM10 Prohibitions. The subdivision project may be subject to other rules including Rule 8021 (Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operation). The developer will be required to carry out measures of applicable SJVAPCD Rules and Regulations as noted.

EXHIBIT "D"

TRACT 6572 - LIMITS OF WORK



(TSM No. 2023-04 PHASE 3)

LIMITS OF WORK

DEL NORTE AVENUE

TRACT 6473
(TSM No. 2023-04 PHASE 1)

WHITESBRIDGE ROAD

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

CITY OF KERMAN
Attn: Dalia Santana-Zamudio,
City Clerk
850 S. Madera Avenue
Kerman, CA 93630

NO FEE – Government Code Sections 6103 and 27383

Space Above This Line for Recorder's Use Only

**STATEMENT OF COVENANTS AFFECTING LAND
DEVELOPMENT ACKNOWLEDGING RIGHT-TO-FARM
LAW FOR THE FINAL MAP OF TRACT NO. 6572**

Statement of Covenants Affecting Land Development
Acknowledging Right-to-Farm Law
Tract No. 6572
Page 2

This covenant and agreement is made by and between the City of Kerman, a general law city ("City"), and Century Communities of California, LLC, a Delaware corporation ("Covenantor") located at 8390 E. Crescent Parkway, Suite 650, Greenwood Village, CO 80111, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Kerman.

RECITALS

WHEREAS, Covenantor is the owner of that certain real property in the City of Kerman, County of Fresno, State of California, hereinafter referred to as the "Subject Property" and more particularly described as follows and by this reference made a part of this Statement of Covenant:

Lots ____ through ____, inclusive, of the Final Map of Tract No. 6572 according to the map thereof recorded on _____, 20____ in Volume ____ of Plats at Page(s) _____, Fresno County Records

The Subject Property is generally located on the west side of Del Norte Avenue, approximately 500 feet north of Whitesbridge Road (State Route 180).

WHEREAS, Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument and that all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor has filed with City a Final Map of Tract No. 6572 hereinafter referred to as the "Final Map;" and

WHEREAS, City desires to obtain covenants from Covenantor to insure the Subject Property is not developed, used, or maintained in such a way as to adversely affect adjoining properties.

COVENANTS, CONDITIONS, AND RESTRICTIONS

For favorable action on, and approval of, Covenantor's application for approval of said Final Map, Covenantor hereby covenants the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, and desirability of the Subject Property, the surrounding property, and the public at large and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Statement of Covenant will run with the Subject Property and shall be binding on each successive owner of the Subject Property and his/her/its heirs, administrators, successors, and assigns.

1. Covenantor hereby acknowledges the declared policy of the City of Kerman and

Statement of Covenants Affecting Land Development
Acknowledging Right-to-Farm Law
Tract No. 6572
Page 3

the County of Fresno is to preserve, protect, and encourage development of its agricultural land and industries and that the subject property is near agricultural districts which are located in the City of Kerman and County of Fresno and that the residents of said property should be prepared to accept the inconveniences and discomfort associated with normal farm activities. Consistent with this policy, Covenantor acknowledges and agrees to comply with California Civil Code section 3482.5 (Right-to-Farm Law), which provides that "No agricultural activity, operation, or facility, or appurtenances thereof, conducted or maintained for commercial purposes, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after it has been in operation for more than three years if it was not a nuisance at the time it began. California Civil Code section 3482.5 is incorporated into this Statement of Covenants as if set forth in full herein."

2. Covenantor further agrees that no agricultural pursuit, activity, operation, or facility that is consistent with the City of Kerman's general plan and the City of Kerman's zoning ordinance, including legal nonconforming uses, and is conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations in Fresno County, shall be or become a nuisance, private or public, due to any changed condition in the vicinity of that agricultural pursuit, activity, operation, or facility, after it has been in operation for more than three years if it was not a nuisance at the time it began, provided that the agricultural pursuit, activity, operation, or facility does not unlawfully obstruct the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin, or any public park, square, street, or highway.

3. The conditions of this Statement of Covenant are intended to benefit the public and public properties, including preserving agricultural land and by promoting a good neighbor policy with agricultural uses. Accordingly, City shall have the right to enforce this Statement of Covenant by any legal or equitable means against Covenantor and such person or persons in actual possession of Subject Property who directly or who through any agent violate the terms hereof.

4. This Statement of Covenant shall burden the Subject Property and constitute a covenant running with the land in favor of and for the benefit of City shall be binding upon the successors, transferees, assigns and heirs of Covenantor. Persons intended to benefit from the conditions of this Statement of Covenant, such as those with an agricultural pursuit, activity, operation, facility, or appurtenances thereof, may also have the right to enforce this Statement of Covenant. Covenantor consents to the recordation of this Agreement with the Fresno County Recorder.

5. The conditions and obligations of this Statement of Covenant shall remain in full force and effect until such time as City finds enforcement of such conditions and obligations are no longer equitable thereafter records a release with the Fresno County Recorder.

Statement of Covenants Affecting Land Development
Acknowledging Right-to-Farm Law
Tract No. 6572
Page 4

6. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Statement of Covenant, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Statement of Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants 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.

7. The provisions of this Statement of Covenant shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context so requires, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

(Signatures on following page)

Statement of Covenants Affecting Land Development
Acknowledging Right-to-Farm Law
Tract No. 6572
Page 5

IN WITNESS WHEREOF, the Parties hereto have duly executed this Statement of Covenant.

City:
CITY OF KERMAN
a Municipal Corporation

Covenantor:
CENTURY COMMUNITIES OF
CALIFORNIA, LLC

By: _____
John Jansons, City Manager

By:  _____
W. Allen Bennett, Vice President

(Attach Notary Acknowledgment)

(Attach Notary Acknowledgment)

ATTEST:

By: _____
Dalia Santana-Zamudio,
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy, City Attorney

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

Section 7, Item C.

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 FRESNO)

On 06/2/2026 before me, E Doyle Notary Public,
(here insert name and title of the officer)

personally appeared W - Allen Bennett

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.

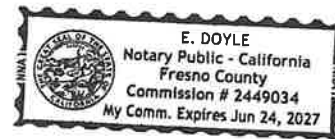
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

(Seal)



Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
 Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
 Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

Exhibit '3'

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

CITY OF KERMAN
Attn: Dalia Santana-Zamudio,
City Clerk
850 S. Madera Avenue
Kerman, CA 93630

NO FEE – Government Code Sections 6103 and 27383

Space Above This Line for Recorder's Use Only

**COVENANT REGARDING LAND DEVELOPMENT FOR THE
FINAL MAP OF TRACT NO. 6572
“KERMAN LANDSCAPE AND LIGHTING DISTRICT NO. 1”**

This covenant and agreement is by and between the City of Kerman, a general law city (“City”), and Century Communities of California, LLC, a Delaware corporation (“Covenantor”) located at **8390 E. Crescent Parkway, Suite 650, Greenwood Village, CO 80111** and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Kerman.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Kerman, County of Fresno, State of California, hereinafter referred to as “the Subject Property,” which is generally depicted on Exhibit ‘A’ and more particularly described as:

Lots ___ through ___, inclusive, of the Final Map of Tract No. 6572 according to the map thereof recorded on _____, 20___ in Volume ___ of Plats at Page(s) _____, Fresno County Records

B. A condition of approval of Tentative Subdivision Map No. 2023-04 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the Kerman Landscaping and Lighting District #1 (“LLD No. 1”) to levy and collect assessments to cover the cost of maintaining all streetlights, landscaping, and irrigation systems within the LLD No. 1 public right-of-way. The Covenantor is also required to disclose to all potential lot buyers that the Tract has been annexed into LLD No. 1. Said condition is set forth in Resolution No. 25-05 as Condition No. G.3 (hereafter “LLD Condition”).

C. The Covenantor and the City desire to enter into this covenant (“Covenant”) providing for such annexation and notice to satisfy the LLD Condition for the Subject Property portion of Tentative Subdivision Map No. 2023-04.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LLD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and

the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor's heirs, successors, and assigns during Covenantor's ownership thereof.

1. The Covenantor agrees that prior to the recordation of Final Map No. 6572 Covenantor will annex the property to LLD No. 1 to be levied and assessments collected to cover the cost of maintaining streetlights, landscaping, and irrigation systems within the LLD No. 1 public right-of-way.

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LLD No. 1.

3. The conditions of this Covenant are intended to benefit the Subject Property, the public, the City and its public properties. Accordingly, it is agreed the City shall have the right to enforce this Covenant by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against the Covenantor and such person or persons in actual possession of Subject property who directly or who through any agent violate the terms hereof.

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

5. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LLD No. 1, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants 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.

6. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

7. This Covenant shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The parties hereto expressly disclaim any such third-party benefit.

8. This Covenant may be amended only by a written instrument signed by both the City and the record owner of the Subject Property. Such instrument must be recorded in the Official Records of the County of Fresno.

9. This Covenant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

///

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:
CITY OF KERMAN
a Municipal Corporation

Covenantor:
CENTURY COMMUNITIES OF
CALIFORNIA, LLC

By: _____
John Jansons,
City Manager

By:  _____
W. Allen Bennett, Vice President

(Attach Notary Acknowledgments)

ATTEST:

By: _____
Dalia Santana-Zamudio,
City Clerk

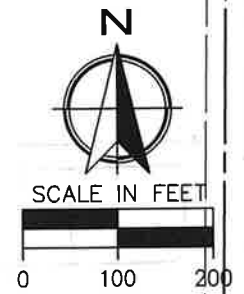
Date: _____

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy,
City Attorney

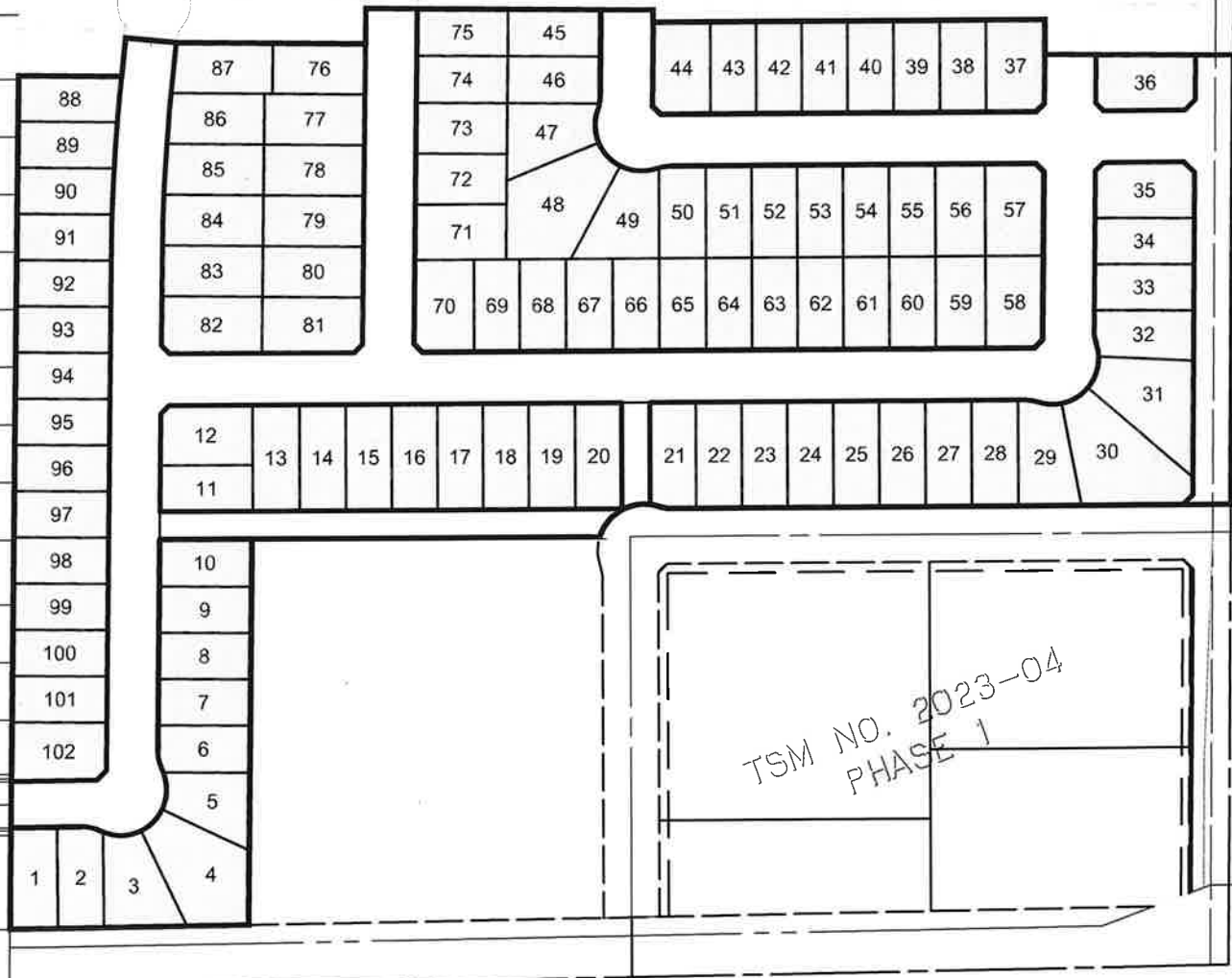
Exhibit 'A'
General Depiction of the Subject Property

EXHIBIT "A"



TSM NO. 2023-04
PHASE 3

DEL NORTE AVENUE



WHITESBRIDGE ROAD

TSM NO. 2023-04
PHASE 1

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

Section 7, Item C.

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 FRESNO)

On 06/02/2026 before me, E. Doyle Notary Public,
(here insert name and title of the officer)

personally appeared W. Allen Bennett

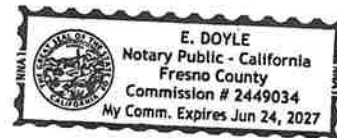
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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)



Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
 Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

Exhibit '4'

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

CITY OF KERMAN
Attn: Dalia Santana-Zamudio
City Clerk
850 S. Madera Avenue
Kerman, CA 93630

NO FEE – Government Code Sections 6103 and 27383

Space Above This Line for Recorder's Use Only

**BASIN COVENANT AND AGREEMENT
AFFECTING LAND AND BENEFITING PROPERTY
(TRACT NO. 6473, PHASES 1, 2 AND 3; AND TRACT NO. 6572)**

THIS COVENANT AND AGREEMENT (“Covenant and Agreement”) is entered into on this _____ day of _____, 2026 (the “Effective Date”) by and between the City of Kerman, a general law city (“City”), H&T Investments, LP, a California limited partnership (“Covenantor 1”), and Century Communities of California, LLC, a Delaware limited liability company (“Covenantor 2”), each of which may hereinafter be referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. Covenantor 1 previously owned and sought development of that certain property encompassed by Tentative Subdivision Map No. 2023-04 without phasing. On February 26, 2025, the City Council of the City of Kerman, with the adoption of Resolution No. 25-05, approved Tentative Subdivision Map No. 2023-04 with conditions including the installation of temporary drainage facilities to serve both the residential and commercial components of development. Among others, condition of approval number F(1) required the development to provide “temporary on-site retention basin for storm water disposal, near the southwest end of the development,” which is on the commercial component of the approved Tentative Subdivision Map No. 2023-04. Further, the conditions specify that the “owner of the property on which the temporary basin is to be constructed shall be responsible for maintenance.” Condition F(2) also provides for abandonment requirements of the basin, including a lien to cover the cost of work in the event the owner of the property fails to perform the work. These conditions of approval are collectively referred to hereinafter as “Temporary Basin Condition.”

B. After the approval of Tentative Subdivision Map No. 2023-04, and prior to issuance of a final map, Covenantor 1 requested that City allow for phasing of the project, including that the commercial component (Phase 1) be developed under a separate final map or maps from the residential component (Phases 2 and 3), which were to be sold to Covenantor 2 to be developed under separate final maps. As Covenantor 1 did not originally request phasing as part of the application to City, the approved conditions for Tentative Subdivision Map No. 2023-04 were not broken down to specify the improvements, required for each individual phase or a combination thereof. Covenantor 2, has obtained final map approval for Phase 2 concurrently with this Covenant and Agreement, and intends to reconvey Phase 3 back to Covenantor 1. Covenantor 2 has submitted a final map (Tract Map No. 6572) to City to develop Phase 2 and which shows Phase 3 as a

remainder. However, Phase 2 (and potentially Phase 3) could develop before Phase 1, and all phases would need a temporary retention basin for storm water disposal, which basin is to be located on Phase 1 owned by Covenantor 1. As a result, Covenantor 1 and Covenantor 2 have requested this Covenant and Agreement to ensure the installation and maintenance of the temporary retention basin to be created on Phase 1 for storm water disposal regardless of the order the phases may be developed.

C. Covenantor 1 is now the owner of Phase 1, which is that certain real property in the City of Kerman, County of Fresno, State of California, hereinafter referred to as the “Subject Property,” further described in **Exhibit “A”** attached hereto and incorporated herein by reference.

D. Covenantor 2 is now the owner of Phase 2, which is that certain real property in City of Kerman, County of Fresno, State of California, hereinafter referred to as the “Benefiting Property – Phase 2,” and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference. “Benefiting Property – Phase 2” and “Benefiting Property – Phase 3” are collectively referred to as “Benefiting Property.”

E. Covenantor 2 is also now the owner of Phase 3, which is that certain real property in City of Kerman, County of Fresno, State of California, hereinafter referred to as the “Benefiting Property – Phase 3,” and more particularly described in **Exhibit “A”** attached hereto. “Benefiting Property – Phase 2” and “Benefiting Property – Phase 3” are collectively referred to as “Benefiting Property.”

F. A condition of approval of Tract No. 6572 (Tract No. 6473, Phase 2) is a requirement that Covenantor 2 provide temporary drainage facilities for the Benefiting Property until such time that permanent facilities are available. Said condition is set forth in Resolution No. 25-05 as Conditions No. F.1 and F.2 (“Temporary Basin Condition”).

G. Covenantor 2 has represented that the Benefiting Property is unable to accommodate a temporary basin within the Benefiting Property.

H. Covenantor 2 has requested, and Covenantor 1 desires to grant, an easement upon the Subject Property as more particularly described in **Exhibit “B”** (“Easement”) to serve as a temporary basin facility for stormwater flows from Phases 2 and 3, as well as from Phase 1.

I. The Parties acknowledge that the use of the Easement is a necessary element to satisfy the Temporary Basin Condition.

J. Covenantor 2, Covenantor 1, and City desire to enter into this Covenant and Agreement providing for such facilities.

COVENANT AND AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and to satisfy the Temporary Basin Condition, Covenantor 1 hereby covenants, promises, and agrees with City and Covenantor 2 for the benefit of City and Benefiting Property (including City's storm water drainage facilities located downstream of the Subject Property and Benefiting Property), that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Benefiting Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant and Agreement shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Benefiting Property and owner's heirs, successors, and assigns during ownership thereof as well as to benefit City.

1. Covenantor 1 and Covenantor 2 agree that the Easement described in **Exhibit "B"** shall be used to accommodate a temporary flooding and drainage facility ("Temporary Basin") until the City Engineer determines that such use is no longer necessary. Covenantor 1 shall use commercially reasonable efforts to backfill the Temporary Basin within ninety (90) calendar days after notice is given by City that the Temporary Basin is no longer needed.

- a. At no cost to City, the Temporary Basin shall be constructed and maintained by Covenantor 1 in such manner that its capacity is equivalent to that which it was designed for or greater than that which is required per the Temporary Basin Condition.
- b. The Temporary Basin shall be kept free of any nuisance in fact or law, and shall be kept fenced and locked, with a separate City lock to allow for City access. Covenantor 1 shall be solely responsible for operation, maintenance, and repair of the Temporary Basin, including without limitation any and all costs associated therewith.
- c. Covenantor 1 shall be solely responsible for operation, maintenance, and repair of the Temporary Basin, including without limitation any and all costs associated therewith.

- d. Covenantor 1 shall operate, maintain, and repair the Temporary Basin in a manner that does not interfere with City's storm drainage system, or public rights-of-way. If in the discretion of City, Covenantor 1 is not adequately operating, maintaining, or repairing the Temporary Basin, Covenantor 1 shall promptly remedy the same within twenty-one (21) calendar days upon notice provided by City to Covenantor 1 pursuant to the notice provisions in Section 16 below. If said obligations are not timely and fully completed within twenty-one (21) calendar days from and after receipt of the notice, Covenantor 1 and Covenantor 2 agree City has the option, but not the obligation, to enter the Subject Property, as authorized herein and per the non-exclusive license granted in Section 2 below, and to undertake repair maintenance, or operations, or to take any other reasonable action to ensure the Temporary Basin is functioning as designed and approved. Notwithstanding the prior provisions of this Subsection d, Covenantor 1 and Covenantor 2 agree that City may immediately, without prior notice, enter the Subject Property and undertake said repairs, maintenance, or operations of the Temporary Basin if warranted to address imminent public health, safety, or welfare concerns as determined in the sole, reasonable discretion of City. Covenantor 1 further agrees that any costs or expenses incurred by City under this Covenant and Agreement shall be the sole obligation of Covenantor 1 and must be paid by Covenantor 1 within thirty (30) calendar days of a request for payment, accompanied by invoices or other evidence documenting the reasonable costs incurred by City, delivered in accordance with the notice provisions contained in Section 16 below to the property owner of the Subject Property at the address shown on the County Assessor's property tax assessment records. If not timely paid, Covenantor 1 consents to the recording of a lien on the Subject Property for any unpaid amount owed to City.
- e. Covenantor 1 shall place on deposit with City, an initial amount in the sum of Ten Thousand Dollars (\$10,000.00) which City will hold as security for the faithful performance of the obligations set forth herein. In the event Covenantor 1 shall fail to timely perform any of its obligations herein, City may utilize the deposit amount to perform such obligations without notice to Covenantor 1. City will thereafter provide Covenantor 1 with an invoice for amounts expended and Covenantor 1 shall replenish the deposit amount within thirty (30) calendar days of such invoice.

The deposit amount shall not earn interest. City may seek an increase in the deposit amount after a period of five (5) years in an amount equal to the increase in CPI for the region during that period. Covenantor 1 may replace the cash deposit with substitute security in the form of a bond or letter of credit approved by City at any time. The deposit amount shall be refunded to the then current owner of the parcel of land upon which the Temporary Ponding Basin is located (whether Covenantor 1 or a successor in interest) upon the termination of this Covenant and Agreement and restoration of the Subject Property as required herein.

2. Covenantor 1 grants to Covenantor 2 an easement to the Benefitting Property for stormwater discharge into the Temporary Basin for storm water disposal from the Benefitting Property or as otherwise may be required to effectuate the Temporary Basin Condition. Covenantor 1 further grants to City the right to enter upon the Subject Property for purposes of inspection and emergency maintenance of the drainage facilities and to regulate the use of and access to the portion of the Subject Property subject to the Easement. In that regard, City shall have a non-exclusive license to enter upon that portion of the Subject Property subject to the Easement, and Covenantor 1 consents to the same.

3. Upon abandonment of the Temporary Basin by connection to City's drainage system, Covenantor 1 shall also be responsible for abandonment of pipeline and associated storm drain facilities that are no longer used for drainage within the Easement to the satisfaction of City.

4. The conditions and restrictions of this Covenant and Agreement are intended to benefit the Benefitting Property, the public, City, and City's public properties. Accordingly, it is agreed City and/or any owner of the Benefitting Property shall have the right to enforce this Covenant and Agreement by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against Covenantor 1 and such person or persons in actual possession of Subject Property who directly or who through any agent violate the terms hereof. Additionally, City shall have the right to enforce this Covenant and Agreement against Covenantor 1 by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, and against any person or persons in actual possession of Subject Property who directly or who through any agent violate the terms hereof.

5. The foregoing conditions shall remain in full force and effect until such time as (i) the City Engineer has made a determination that the Temporary Basin and thereby this Covenant and Agreement are no longer necessary and provides written notice to Covenantor 1 and

Covenantor 2; (ii) Covenantor 1 at its sole cost and expense close the Temporary Basin and restore the Subject Property to substantially the same condition as its pre-Temporary Basin condition; and (iii) the City Engineer has executed a Release of this Covenant and Agreement. City acknowledges that it is the intent of the Parties to terminate this Covenant and Agreement when the Benefiting Property has connected to a permanent retention basin and City drainage facilities sufficient to serve the Benefiting Property.

6. To the greatest extent allowed by law, Covenantor 1 and Covenantor 2 agree to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Covenantor 1, Covenantor 2, 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 out of performance or in any way connected with (i) the making or performance of this Covenant and Agreement; (ii) the design, installation, operation, removal or maintenance of the work, including those associated with the Temporary Basin, by Covenantor 1 and its employees, officers, agents, contractors or subcontractors; or (iii) the inspection, maintenance, or other work, including those associated with the Temporary Basin, by City including that necessitated by Covenantor 1's or Covenantor 2's failure to timely perform under this Covenant and Agreement. Covenantor 1's or Covenantor 2's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence or willful misconduct, of City or any of its officers, officials, employees, agents or authorized volunteers.

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

8. If either Party, including a successor in interest of any portion of the Benefitting Property, is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant and Agreement, including enforcement of a lien thereunder, 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 the purposes of this Covenant and Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys' and consultants' 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.

9. Failure by either Party to perform any material term or provision of this Covenant and Agreement shall constitute a default. The Party alleging a default shall provide the other Party with written notice of any default, and the other Party shall have fifteen (15) calendar days within which to cure the condition, or, if the nature of the condition is such that the default cannot be cured within that time, a Party shall not be in default if such Party commences to perform its obligations to cure within the fifteen (15) calendar day period and diligently completes performance. Written notice shall specify in detail the nature of the obligations to be performed by the defaulting Party. Notwithstanding the foregoing, City shall have the right to enter the Subject Property and undertake repairs, maintenance, or operations of the Temporary Basin without notice, when warranted to address imminent public health, safety, or welfare concerns as determined in the sole discretion of the City Manager or his designee.

10. Except as provided by Section 8 above regarding attorneys' fees and legal expenses, in no event shall City, or its officers, agents or employees, be liable in damages for any breach or violation of this Covenant and Agreement, it being expressly understood and agreed Covenantor 1's and Covenantor 2's sole legal remedy for breach or violation of this Covenant and Agreement by City shall be a limited legal action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Covenant and Agreement.

11. The provisions of this Covenant and Agreement shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the

context of this Covenant and Agreement so requires, in interpreting this Covenant and Agreement, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

12. This Covenant and Agreement requires Covenantor 1 to obtain subordination agreements by any person, entity, partnership, or corporation that may have a secured interest in the Subject Property that could arise to a fee interest. If there is such a secured interest, the subordination agreements shall be substantially in the form set forth in **Exhibit “C”** hereto and shall be recorded at the same time this Covenant and Agreement is recorded.

13. No Third Party Beneficiaries. This Covenant and Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The Parties hereto expressly disclaim any such third party benefit. It is expressly understood that successors in interest to Covenantor, such as future owners of parcels within either the Subject Property or the Benefitting Property, are not considered third party beneficiaries, and instead are considered parties to this Covenant and Agreement.

14. Amendments. This Covenant and Agreement may be amended only by a written instrument signed by both City and the record owner of the Subject Property. Such instrument must be recorded in the Official Records of the County of Fresno.

15. Counterparts. This Covenant and Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

16. Notices. Any notice authorized, required, or permitted to be given hereunder shall be properly addressed to the Party to be notified at the following address:

To City: City of Kerman
Attn: City Manager
850 S. Madera Ave
Kerman, CA 93630

To Covenantor 1: To the address shown on the Fresno County
Assessor’s property tax assessment records

To Covenantor 2: Century Communities of California, LLC
8390 E. Crescent Parkway, Suite 650,
Greenwood Village, CO 80111

Any notice shall be deemed to have been given upon actual receipt if sent by United States mail, postage prepaid, certified mail or registered mail, return receipt requested. Any notice delivered

by hand delivery or sent by overnight courier shall be deemed received on the date of actual receipt or upon refusal of delivery. Any address for notice may be changed by ten (10) calendar days' prior written notice to the other Party of such address change in the manner provided above.

17: Improvement and Easement Agreement. This Covenant and Agreement is a condition of development by Covenantor 1 and Covenantor 2. Covenantor 1 and Covenantor 2 previously entered into that certain Improvement and Easement Agreement recorded May 19, 2026, as Instrument No. 2026-0049344, Fresno County Official Record ("I & E Agreement"), which governs the allocation of responsibilities and costs relating to the Temporary Basin and related improvements as solely between Covenantor 1 and Covenantor 2. The City was not a party to the I & E Agreement, and that agreement and this Covenant and Agreement are independent and separate. For purposes of removing any ambiguity, as between Covenantor 1 and Covenantor 2 only, this Covenant and Agreement shall not modify, supersede, release, waive, or impair any allocation of costs, reimbursement rights, indemnities, maintenance obligations, or other rights and obligations existing between Covenantor 1 and Covenantor 2 as set forth in the I & E Agreement as may be amended. Notwithstanding any other provision in this Covenant and Agreement, the Parties agree City may fully and completely enforce this Covenant and Agreement without regard to the I & E Agreement or any other agreement into which Covenantor 1 and Covenantor 2 may independently and separately enter, and the I & E Agreement does not act to modify the terms or requirements of this Covenant and Agreement. Covenantor 1 and Covenantor 2 subordinate the I & E Agreement to this Covenant and Agreement.

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

CITY:

City of Kerman
a municipal corporation

By: _____
John Jansons, City Manager

ATTEST:

By: _____
Dalia Santana Zamudio
City Clerk

COVENANTOR 1:

H&T Investments, LP
a California limited partnership

By: HoCo, LLC, its general partner

By: _____
George Holland, III, Manager

By: _____
Dana Holland, Manager

COVENANTOR 2:

Century Communities of California, LLC
a Delaware limited liability company

By: _____
W. Allen Bennett, Vice President

(Attach notary acknowledgments)

EXHIBIT "A"**(Legal Description of Subject Property and Benefiting Property)**Phase 1:

Lot _____ through Lot _____, inclusive, of the Final Map of Tract No. 6473 according to the map thereof recorded on _____, 202__ in Volume _____ of Plats at Page(s) _____, Fresno County Records.

Phase 2 of Tentative Tract No. 6473; Tract No. 6572:

Lot _____ through Lot _____, inclusive, of the Final Map of Tract No. 6572 according to the map thereof recorded on _____, 202__ in Volume _____ of Plats at Page(s) _____, Fresno County Records.

Phase 3 of Tentative Tract No. 6473; Tract No. 6572 Remainder:

Remainder of the Final Map of Tract No. 6572 according to the map thereof recorded on _____, 202__ in Volume _____ of Plats at Page(s) _____, Fresno County Records.

EXHIBIT “B”

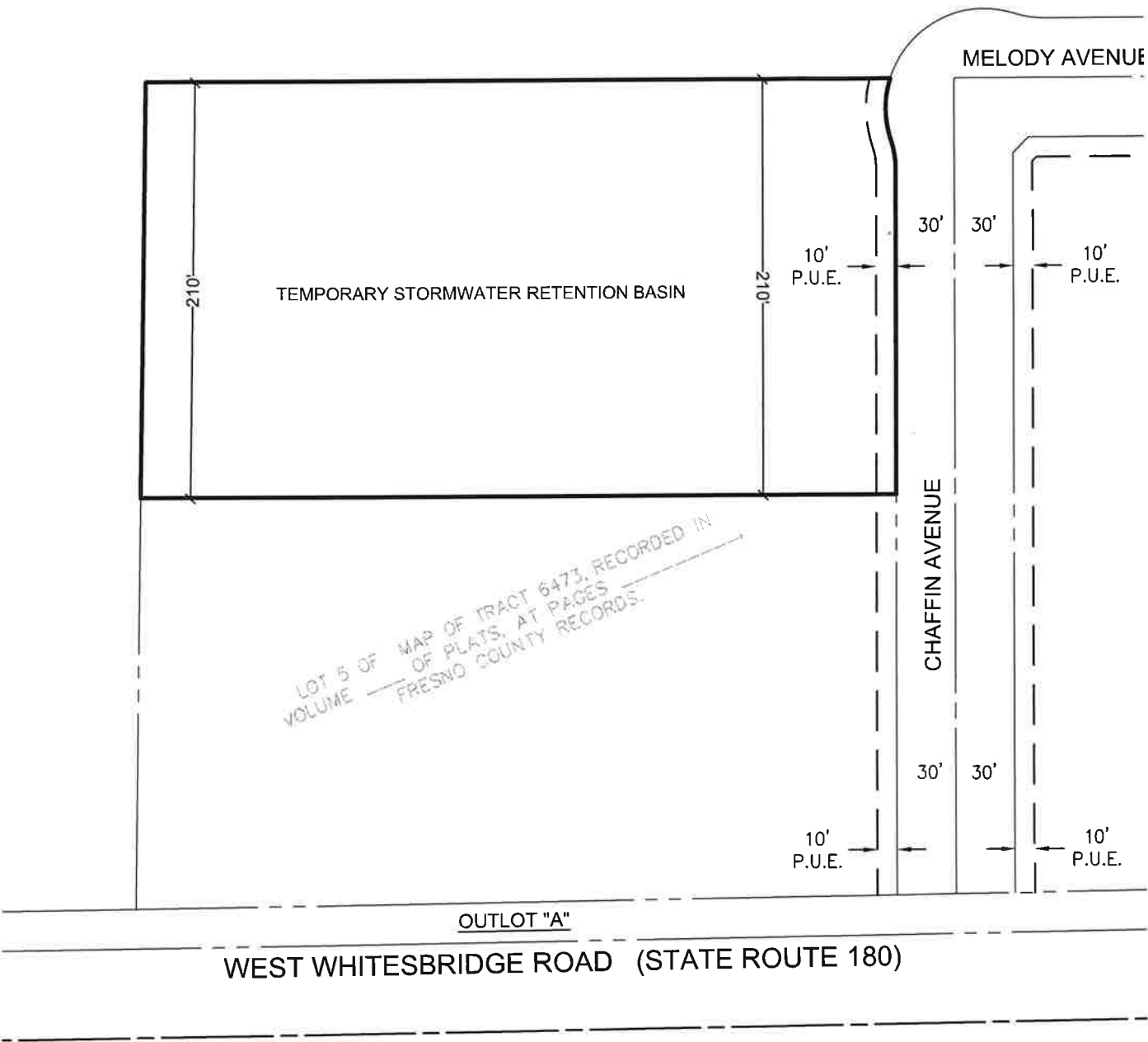
(Legal Description and Diagram of Easement)

The land described herein is situated in the City of Kerman, County of Fresno, State of California, described as follows:

That portion of lot 5 of map of tract 6473, recorded in volume _____ of plats, at pages _____, Fresno County Records

The north 210 feet of said lot 5.

EXHIBIT "B"



LEGEND

-  INDICATES AREA TO SERVE AS TEMPORARY STORM WATER RETENTION BASIN
-  SECTION LINE
-  EXISTING LOT LINE
-  BASIN BOUNDARY LINE

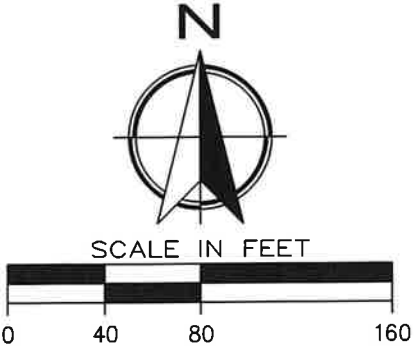


EXHIBIT “C”

(Subordination - Form)

The undersigned as holder of the beneficial interest in and under that certain Deed of Trust recorded on {_____, 20____}, in the office of the {_____} County Recorder, as Document No. {_____} of which the Deed of Trust in, by and between {Full Name of Trustor}, as Trustor, {Full Name of Trustee}, as Trustee and {Full Name of Beneficiary}, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereto to the foregoing Basin Covenant Affecting Land (Tract No. 6473, Phases 1, 2 and 3, and Tract No. 6572).

DATED: _____, 2026

BENEFICIARY

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

(Beneficiary to print/type document information, Name, Title and attach notary acknowledgment)

SUBDIVISION MAP OF
TRACT NO. 6572

OF TENTATIVE MAP NO. 6473
IN THE CITY OF KERNAN, FRESNO COUNTY,
STATE OF CALIFORNIA
SURVEYED IN FEBRUARY, 2026
BY GATEWAY ENGINEERING, INC.
SHEET THREE OF FOUR

FOUND AND ACCEPTED 3/4" IN
ASPHALT ACCEPTED AS THE
SOUTHWEST CORNER OF LOT 29
FOR THE PART OF TRACT NO. 6572
ON FILE WITH FRESNO COUNTY
SURVEYOR.

THE SOUTH LINE OF THE SOUTHWEST
QUARTER OF SECTION 14, TOWNSHIP 14
SOUTH, RANGE 17 EAST, M.D.B. & M.,
HAGEN TO BE NORTH 89°11'11" EAST, 23.5
RECORDED IN BOOK 91 OF PLATS, AT
PAGES 41-45, FRESNO COUNTY RECORDS.

UN-SUBDIVIDED
REMAINDER

CENTER 1/4 CORNER SECTION 1,
T14S, R17E, M.D.B. & M.,
HAGEN TO BE NORTH 89°11'11" EAST, 23.5
RECORDED IN BOOK 91 OF PLATS, AT
PAGES 41-45, FRESNO COUNTY RECORDS.

- LEGEND**
- EXISTING MONUMENT FOUND & ACCEPTED AS NOTED
 - (...) RECORD DATA PER MAP OF TRACT NO. 6236, RECORDED IN VOLUME 91 OF PLATS, AT PAGES 41 THRU 44, F.C.R.
 - (...) RECORD DATA PER LIA 2025-01 PERFECTED BY THE GRANT DEED RECORDED FEBRUARY 9, 2026 AS DOCUMENT NO. 2026-001760, O.R.F.C.
 - [...] RECORD DATA PER MAP OF TRACT NO. 6473 PHASE 1, RECORDED IN VOLUME 91 OF PLATS, AT PAGES 41 THRU 44, F.C.R.
 - △ PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER TRACT NO. 6236, RECORDED IN VOLUME 91 OF PLATS, AT PAGES 41 THRU 44, F.C.R.
 - △ PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER RECORD OF SURVEY, RECORDED IN BOOK 8, AT PAGES 1 OF RECORD OF SURVEYS, F.C.R.
 - △ PREVIOUSLY DEDICATED IN FEE TO THE STATE OF CALIFORNIA FOR PUBLIC STREET PURPOSES PER GRANT DEED DOCUMENT NO. 98113741, 98113742 AND 98113744, RECORDED AUGUST 14, 1998 O.R.F.C.
 - △ PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER TRACT NO. 6473 PHASE 1, RECORDED IN VOLUME 91 OF PLATS, AT PAGES 41 THRU 44, F.C.R.
 - △ A TEMPORARY TURNAROUND EASEMENT RECORDED 2026 AS DOCUMENT NO. 2026-001760, O.R.F.C.
 - △ EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC STREET PURPOSES.
 - △ DISTINCTIVE BORDER INDICATES LIMITS OF THIS SUBDIVISION.
 - ▲▲▲▲ INDICATES RELINQUISHMENT OF DIRECT ACCESS RIGHTS.
 - PUBLIC UTILITIES EASEMENT
 - F.C.R. FRESNO COUNTY RECORDS
 - O.R.F.C. OFFICIAL RECORDS OF FRESNO COUNTY
 - ⊙ INDICATES SET 3/4" O.D. IRON PIPE, 30" LONG, UP 4", IN 6" DIAMETER X 30" P.C.C. MONUMENT DOWN 6" TAGGED "PLS 8154"

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES

△ INDICATES AREA TO BE OFFERED FOR DEDICATION TO THE CITY OF KERNAN AS AN EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC USE

P.U.E. PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE

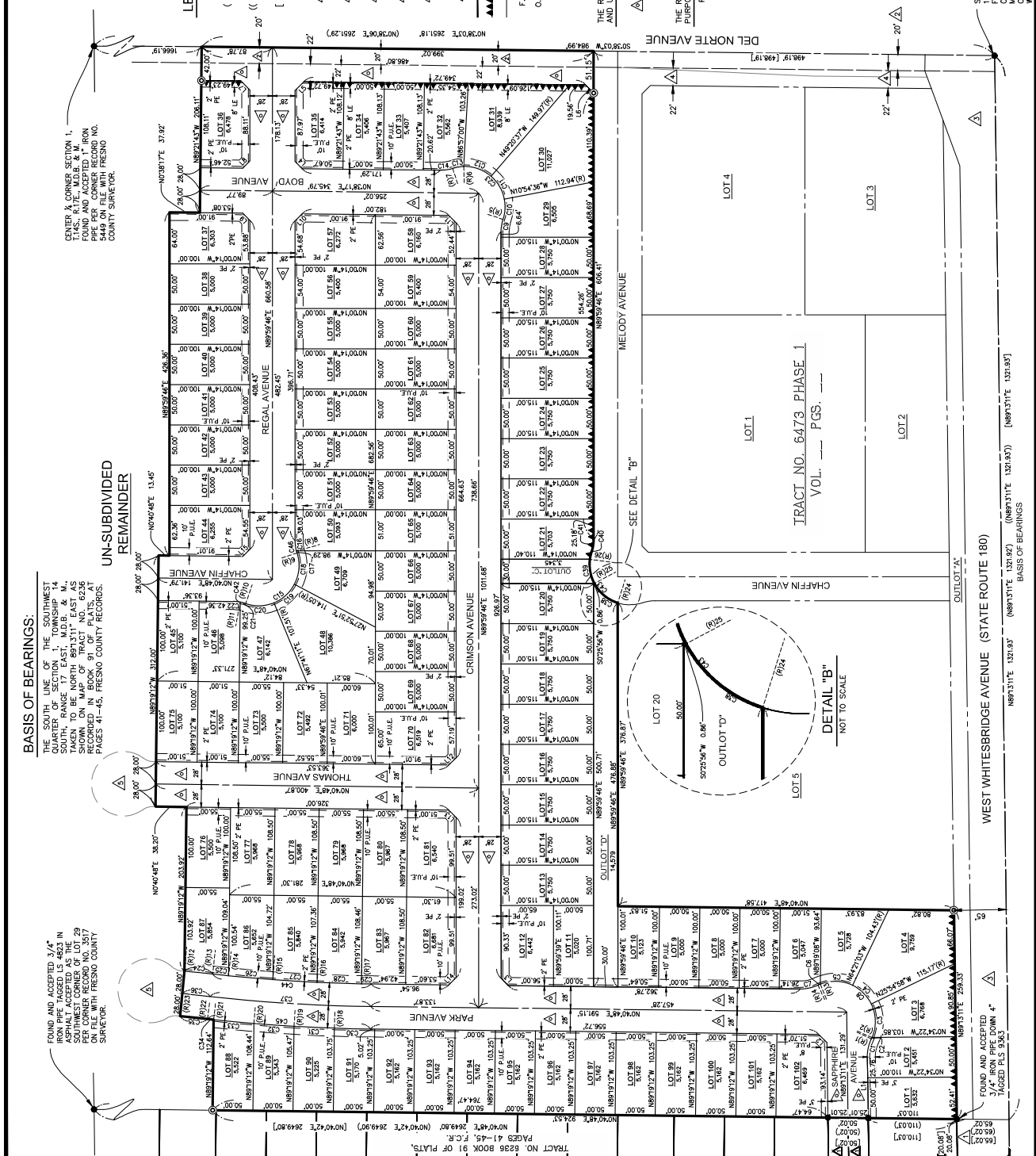
LE LANDSCAPE EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE

PE PEDESTRIAN EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE

NOTE

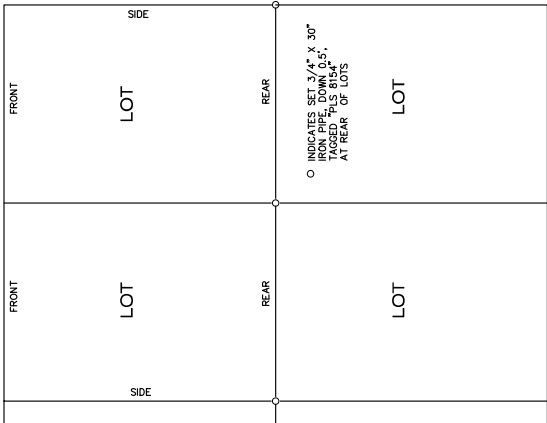
- LOTS 1 THRU 38 AND LOTS 68 THRU 103 BEAR LOT CORNERS ARE MONUMENTED AS 3" WITNESS CORNER AND ARE MARKED BY A 3/4" X 30" IRON PIPE, DOWN 0.5", TAGGED "PLS 8154". SEE DETAIL "B" ON SHEET 4.
- ALL FRONT LOT CORNERS ARE MARKED AS WITNESS CORNERS AND ARE MONUMENTED AS 3" WITNESS CORNERS, TAGGED "PLS 8154". SEE DETAIL "B" ON SHEET 4.
- ALL REAR COMMON LOT CORNERS ARE MARKED BY A 3/4" X 30" IRON PIPE, DOWN 0.5", TAGGED "PLS 8154". SEE DETAIL "B" ON SHEET 4.
- ALL CURVES ARE TANGENTIAL UNLESS A RADIAL BEARING IS SHOWN.
- SEE SHEET 4 FOR ALL LINE, CURVE AND RADIAL DATA TABLES.

SOUTH 1/4 CORNER SECTION 14, TOWNSHIP 14 SOUTH, RANGE 17 EAST, M.D.B. & M., HAGEN TO BE NORTH 89°11'11" EAST, 23.5 RECORDED IN BOOK 91 OF PLATS, AT PAGES 41-45, FRESNO COUNTY RECORDS.



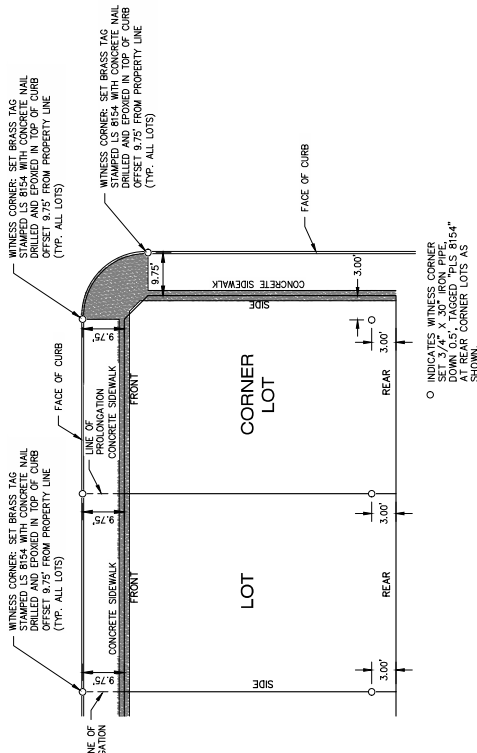
SUBDIVISION MAP OF
TRACT NO. 6572

OF TENTATIVE MAP NO. 6473
IN THE CITY OF KERMAN, FRESNO COUNTY, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN FEBRUARY, 2026 BY GATEWAY ENGINEERING, INC.
SHEET FOUR OF FOUR



DETAIL "A"
WITNESS CORNER DETAIL FOR REAR COMMON LOT CORNERS

NO SCALE



DETAIL "B"
WITNESS CORNER DETAIL FOR FRONT REAR AND SIDE YARD

NO SCALE

LINE TABLE			RADIAL TABLE			RADIAL TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION		LINE #	DIRECTION	
L1	N89° 13' 11"E	75.76'	(R)1	S25° 39' 58"W		(R)14	N84° 10' 08"W	
L2	N44° 57' 53"E	14.51'	(R)2	S23° 11' 48"W		(R)15	N85° 46' 17"W	
L3	N45° 18' 11"E	12.81'	(R)3	S89° 40' 02"W		(R)16	N87° 22' 17"W	
L4	N45° 19' 02"E	12.80'	(R)4	S84° 50' 10"W		(R)17	N88° 58' 12"W	
L5	S44° 40' 58"E	15.69'	(R)5	S18° 11' 28"W		(R)18	N88° 02' 56"W	
L6	S45° 18' 59"W	14.43'	(R)6	N88° 31' 05"E		(R)19	N86° 38' 08"W	
L7	N45° 19' 02"E	15.66'	(R)7	S72° 26' 36"W		(R)20	N85° 13' 13"W	
L8	N44° 40' 58"W	12.66'	(R)8	N15° 02' 30"W		(R)21	N83° 48' 10"W	
L9	S45° 18' 39"W	12.80'	(R)9	N18° 11' 55"W		(R)22	N83° 35' 17"W	
L10	S44° 38' 51"E	12.66'	(R)10	S71° 07' 31"E		(R)23	N84° 35' 02"W	
L11	S45° 18' 39"W	12.80'	(R)11	S79° 22' 31"E		(R)24	N72° 34' 27"W	
L12	N44° 39' 43"W	12.65'	(R)12	S84° 35' 02"E		(R)25	N28° 04' 23"W	
L13	S45° 20' 17"W	12.80'	(R)13	N83° 35' 17"W		(R)26	N07° 26' 32"E	
L14	S44° 40' 06"E	12.65'						
L15	S44° 39' 43"E	12.65'						

CURVE TABLE				CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C1	23.08'	50.00'	26° 26' 47"	C17	2.76'	50.00'	3° 09' 25"
C2	2.16'	50.00'	2° 28' 10"	C18	40.21'	50.00'	46° 04' 46"
C3	42.86'	50.00'	49° 06' 46"	C19	34.74'	50.00'	39° 48' 20"
C4	33.54'	50.00'	38° 26' 05"	C20	35.94'	50.00'	41° 11' 18"
C5	41.00'	50.00'	46° 58' 55"	C21	7.20'	50.00'	8° 15' 00"
C6	3.34'	50.00'	3° 49' 52"	C22	8.66'	50.00'	9° 56' 42"
C7	22.95'	50.00'	25° 50' 38"	C23	109.74'	50.00'	125° 44' 52"
C8	123.90'	50.00'	140° 48' 48"	C24	35.25'	2028.00'	0° 59' 48"
C9	15.86'	50.00'	18° 11' 42"	C25	19.89'	1972.00'	0° 34' 51"
C10	25.40'	50.00'	29° 06' 04"	C26	55.16'	1972.00'	1° 36' 10"
C11	33.54'	50.00'	38° 26' 01"	C27	55.07'	1972.00'	1° 36' 00"
C12	36.77'	50.00'	42° 08' 18"	C28	55.01'	1972.00'	1° 35' 54"
C13	14.03'	50.00'	16° 04' 29"	C29	12.05'	1972.00'	0° 21' 00"
C14	15.86'	50.00'	18° 11' 42"	C30	44.99'	2028.00'	1° 16' 16"
C15	110.89'	50.00'	127° 04' 24"	C31	50.03'	2028.00'	1° 24' 49"
C16	13.12'	50.00'	15° 02' 16"	C32	50.00'	2028.00'	1° 24' 54"