

Attachment C

Subdivision Improvement
Agreement

RECORDING REQUESTED BY
CITY OF VICTORVILLE

WHEN RECORDED RETURN TO:
CITY OF VICTORVILLE
ENGINEERING DEPT.
14343 CIVIC DR.
VICTORVILLE, CA 92392

APN Nos. 0395-221-10, 0395-234-01, 0395-234-11, 0395-234-12, 0395-245-04, 0395-245-07, 0395-246-07, 0395-246-08, 0395-254-02, and 0395-254-03

SPACE ABOVE FOR RECORDER'S USE
RECORDING OF THIS DOCUMENT IS FEE-EXEMPT
GOVERNMENT CODE SECTIONS 6103, 27383, AND 27388.1(2)(D)

SUBDIVISION IMPROVEMENT AGREEMENT
(Lien Agreement as Security)
(ESUB23-00004; Tract Map No. 20280)

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Victorville, a California municipal corporation and charter City, hereinafter referred to as "**City**", and 72 Lots Victorville LLC, A Nevada Limited Liability Company, hereinafter referred to as "**Subdivider**". City and Subdivider are sometimes hereinafter referred to individually as a "**Party**" and collectively referred to as the "**Parties**."

RECITALS

WHEREAS, this Agreement is executed pursuant to the provisions of the California Subdivision Map Act, *Government Code section 66410 et seq.* (the "**Map Act**") and the ordinances and regulations of the City relating to the filing, approval, and recordation of subdivision maps, including without limitation, Title 17 and the applicable provisions of Title 16 of the Victorville Municipal Code (the "**VMC**"). The Map Act and the aforementioned ordinances and regulations of the City are collectively referred to hereinafter as the "**Subdivision Laws**" and Subdivider acknowledges familiarity with said Subdivision Laws and hereby agrees to comply therewith; and

WHEREAS, Subdivider is currently the record fee owner of that certain real property situated in the City of Victorville, County of San Bernardino, State of California, as more particularly described in Exhibit A, attached hereto (hereinafter called the "**Subdivision**"); and

WHEREAS, Subdivider has presented to the City for approval a final subdivision or parcel map, entitled Tract Map No. 20280, as more particularly depicted in Exhibit B attached hereto (hereinafter called the "**Map**"), recorded in Map Book _____, Pages _____, through _____, inclusive in the records of San Bernardino County, California; and

WHEREAS, Subdivider has requested approval of the Map prior to the construction and completion of the associated required public improvements which are a part of, or appurtenant to, the Subdivision designated in the Map, including installation of all streets, highways, public ways, sidewalks, curbs, gutters, storm drainage and other drainage facilities, public utility facilities, recreation facilities, median and parkway landscaping and irrigation, and other public improvements that are required by the Subdivision Laws and/or the conditions of approval imposed on the Map, as set forth on the tentative map previously approved by the City and in the City's Planning Commission Resolution No(s). P-20-024, (collectively the "**Conditions of Approval**"); and

WHEREAS, the City Council of the City has found and determined that it would not be in the public interest to require the installation of the public improvements described in the preceding recital (collectively hereinafter the "**Required Improvements**") sooner than two (2) years after the recordation of the Map.

NOW THEREFORE, for and in consideration of the approval of the Map and of the acceptance of the dedications therein offered, and in order to insure satisfactory performance by Subdivider of Subdivider's obligations under the Subdivision Laws and this Agreement, the Parties agree as follows:

1. Performance of Work; Required Improvements

Subdivider will do and perform, or cause to be done and performed, at Subdivider's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the City Engineer, all of the work and Required Improvements for this Subdivision in accordance with the plans and specifications on file as herein specified, or with any changes required or ordered by said Engineer, which in his opinion are necessary or required to complete the work. All such construction, installation and other related work shall be performed at Subdivider's sole expense.

2. Work: Places and Grades to be Approved by Engineer

All of said work is to be done at the places, of the materials, in the manner, and at the grades, all as shown upon the plans and specifications heretofore approved by City Engineer (hereinafter the "**Approved Plans**") and which are now on file in his office, and to the satisfaction of said City Engineer. The actual work of surveying shall be performed by the Subdivider's engineer.

3. Specifications

(a) The Required Improvements and work embraced herein shall be done in accordance with the provisions of the Greenbook Standard Specifications for Public Works Construction, as adopted by the Greenbook Committee, current edition, insofar as they may apply (hereinafter the "**Greenbook Specifications**"), and the City of Victorville Standard Specifications for Public Improvements (hereinafter the "**City Standard Specifications**"). Whenever in the Greenbook Specifications the following terms are used, they shall be understood to mean the following:

(1) Agency: City of Victorville, California.

(2) Board: Victorville City Council

(3) Engineer: Whenever the term is not qualified, shall mean the City Engineer of the City of Victorville, California acting either directly or through his properly authorized agents, each agent acting only within the scope of the authority delegated to him.

(4) Laboratory: The laboratory to be approved by the City of Victorville to test materials and work involved in the construction provided for under this Agreement.

(b) In case of conflict between the Greenbook Specifications and the City Standard Specifications, the City Standard Specifications shall prevail.

(c) In case of conflict between the Greenbook Specifications, the City Standard Specifications, and the Approved Plans and this Agreement, the Approved Plans and this Agreement shall take precedence over and be used in lieu of such conflicting portions of the Greenbook Specifications or City Standard Specifications.

4. Work; Time for Commencement and Completion of Required Improvements

(a) The work of installing the Required Improvements shall commence within the time provided for in Section I.E of the Lien Agreement attached hereto as Exhibit C, but in no event later than the date that is six (6) years (ten (10) years in the event of an extension under VMC Section 17.64.065(h)) after the date this Agreement, the Map, and the Lien Agreement are recorded in the San Bernardino County Recorder's Office (hereinafter the "**Commencement Date**").

Recordation shall take place only after the City Council has approved the Map, the Lien Agreement, and this Agreement.

- (b) The City hereby fixes the time for the completion of said Required Improvements work to be not less than two (2) years after the Commencement Date (hereinafter the “**Completion Date**”), unless an extension is granted as set forth in Section 5, below.

5. Time of Essence - Extension

Time is of the essence in this Agreement; provided, that in the event good cause is shown therefor, the City Manager or the City Council may extend the Completion Date. Any such extension may be granted without notice to the Subdivider's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The City Manager or City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. All references to the City Manager in this Agreement shall be deemed to include his/her duly authorized designees.

6. Repairs and Replacements

Subdivider shall replace or repair, or have replaced or repaired, as the case may be, all pipes and monuments shown on the Map which have been destroyed or damaged. Subdivider shall also replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City, or any public or private utility corporation, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer. In lieu of making the aforementioned replacements and repairs to any property damaged or destroyed by the work, Subdivider may pay to the owner(s) of said property, the entire cost of such replacement or repair.

7. Permits; Compliance with Law

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction of such Required Improvements, give all necessary notices and pay all fees and taxes required by law. Subdivider agrees to procure, at his expense, any necessary permits required for the opening of any state or county roads or easements outside the jurisdiction of City.

8. Superintendence by Subdivider

Subdivider shall give personal superintendence to the work on said Required Improvements, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Subdivider.

9. Inspection by City

Subdivider shall at all times maintain proper facilities, and provide safe access for inspection by City, to all parts of the work, and to the shops wherein the work is in preparation.

10. Contract Security

- (a) The City Council has made a finding that it would not be in the public interest to require installation of the Required Improvements sooner than two (2) years after the recordation of Map. Pursuant to the Subdivision Laws, the City is authorized to accept a lien agreement to secure Subdivider's performance under this Agreement, subject to the terms and conditions of Chapter 17.64 and in particular Section 17.64.065 of the VMC. Therefore, concurrently with the execution hereof, Subdivider has secured the performance of its obligations hereunder by entering into the Lien Agreement attached hereto as Exhibit C.

- (b) In accordance with the provisions of said Lien Agreement, including but not limited to Sections I.D and I.E thereof, Subdivider shall, prior to obtaining any construction or other permits required

hereunder, and prior to commencing any work on the Required Improvements, substitute other forms of security as specified in VMC Sections 17.64.060(a)(1)-(3) and satisfactory to the City in place of said Lien Agreement. The substitute securities shall be in the amounts and for the purposes set forth below, except that the amounts shall be calculated using the estimated cost of the Required Improvements at the time of said substitution, as ascertained by the City Engineer:

- (1) Performance security in an amount equal to at least one hundred percent (100%) of the approved Engineer's estimate as security for the faithful performance of this Agreement.
 - (2) Labor and materials security in an amount equal to at least fifty percent (50%) of said estimate as security for the payment of all persons performing labor and furnishing materials in the construction of this tract, including any claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code.
 - (3) Monument security in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments, as determined by the City Engineer, to guarantee and secure the placement of such monuments.
- (c) The substitute securities specified above shall be in the form of cash deposits, an irrevocable letter of credit which meets the requirements of VMC Section 17.64.060(a)(3), or bonds provided by a corporate surety admitted by the California Department of Insurance to transact surety insurance business in California (with a Best's Insurance Guide rating of no less than A-) and written on such forms as may be provided by State statute for such purposes and approved by the City, or in such other form as may be provided for by law and satisfactory to City. Security instruments shall be worded and dated to become effective immediately upon failure of the Subdivider to complete the Required Improvements specified in this Agreement by the Completion Date, including any extension(s) thereof which have been granted by the City Council or the City Manager as set forth in Section 5 hereof. In the event corporate surety bonds are used as substitute securities, at the time of substitution, the Parties will amend this Agreement to include the name and address of Surety for purposes of providing notice as set forth in Section 20 hereof.

11. Defense, Indemnification, and Hold-Harmless Agreement

- (a) To the fullest extent permitted by law, Subdivider agrees to and shall defend, indemnify, and hold harmless the City, its officers, employees, agents, and elective and appointive boards from and against any and all claims, losses, damages, including property damage, personal injury, including death, costs, including attorney fees, and liability of any kind or nature directly or indirectly arising out of or in any way connected with performance under this Agreement and/or the construction of the Required Improvements by the Subdivider, its contractors or subcontractors, or of any person directly or indirectly employed by, or acting as agent for the Subdivider, its contractors or subcontractors, save and except those matters arising from the sole, active negligence of the City.
- (b) This defense, indemnification, and hold harmless provision shall extend to claims, losses, damage, injury, costs, including attorney fees, and liability for injuries occurring after completion of the construction of the Required Improvements as well as during construction, and shall apply regardless of whether or not the City has prepared, supplied or approved the plans and/or specifications for the Required Improvements or has inspected or accepted the same.
- (c) Acceptance of insurance required under this Agreement shall not relieve Subdivider from liability under this defense, indemnification, and hold harmless provision. Subdivider's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City.

- (d) The Parties intend that this Section 11 shall be broadly construed to effectuate its purpose.

12. Subdivider's Insurance

- (a) *Comprehensive General Liability Insurance.* Prior to the Commencement Date, Subdivider shall procure and maintain at its own expense, during the initial term of this Agreement (and during any extension periods), Comprehensive General Liability insurance (including contractual liability), of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Subdivider or its officers, employees, servants, volunteers, and agents and independent contractors.
- (b) *Commercial Vehicle (Automobile) Liability Insurance.* Prior to the Commencement Date, Subdivider shall further procure and maintain, at its own expense, during the initial term of this Agreement (and during any extension periods) Commercial Vehicle Liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Subdivider or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.
- (c) *Workers' Compensation Insurance.* Prior to the Commencement Date, Subdivider shall procure and maintain at its own expense, during the initial term of this Agreement (and during any extension periods), Workers' Compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by the Subdivider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Subdivider shall provide adequate insurance for the protection of such employees to the satisfaction of the City.
- (d) *Additional Named Insureds.* Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the City Attorney, as Additional Insureds.
- (e) *Waiver of Subrogation Rights.* Subdivider shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.
- (f) *Proof of Insurance Coverage; Required Endorsements.* Subdivider shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and following policy endorsements at least one (1) business day prior to the Commencement Date and prior to commencing work on the Required Improvements.
 - (1) The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.
 - (2) Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

- (3) Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the initial term (and during any extension periods) of this Agreement.
 - (4) The Comprehensive General Liability and Commercial Vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Subdivider's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Subdivider's insurance and shall not contribute with it."
 - (g) *Applicability of Insurance Requirements.* All insurance requirements contained in this Agreement are applicable to any contract entered into by Subdivider and/or any of Subdivider's contractors, subcontractors, agents, and/or employees. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required under this Section, nor shall Subdivider allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. Subdivider shall provide the City with not less than thirty (30) days' notice prior to the cancellation, reduction, or termination of any insurance coverages required by this Section. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.
13. Title to Required Improvements; Risk of Loss
Title to, and ownership of all Required Improvements constructed hereunder by Subdivider shall vest absolutely in City upon completion and acceptance of such Improvements by City. Until such time as the Required Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Required Improvements constructed or installed and shall be responsible for the care, maintenance of, and any damage to such Required Improvements. Neither City, nor any of its agents, officers, or employees shall be liable or responsible for any accident, loss, or damage, regardless of cause, happening or occurring to the Required Improvements prior to the completion by Subdivider and acceptance of same by City.
14. Repair or Reconstruction of Defective Work
If, within a period of one year after final acceptance of the Required Improvements and work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Subdivider, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the actual cost of such repairs plus fifteen percent (15%).
15. Subdivider not Agent of City
Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.
16. Cost of Engineering and Inspection
Subdivider shall pay City in accordance with Chapter 17, of the Victorville Municipal Code, for all engineering, inspection, and other services furnished by City in connection with the Subdivision.
17. Default; Notice
The following events shall constitute a default under this Agreement: If Subdivider refuses or fails to prosecute the work on the Required Improvements, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the Required Improvements within such time; if Subdivider should be adjudged a bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed in the event of Subdivider's insolvency; or if Subdivider or any of Subdivider's contractors,

subcontractors, agents, or employees should violate any of the provisions of this Agreement. In the event of Subdivider's default, the City may serve written notice upon Subdivider and Subdivider's surety of the default under this Agreement. Subdivider shall have fifteen (15) days from receipt of written notice by City to cure any such default.

18. Breach of Agreement; Performance by Surety or City

- (a) In the event Subdivider is in default under this Agreement, and the applicable cure period set forth in Section 17 hereof has expired without such default having been cured by Subdivider, Subdivider shall be deemed to be in breach of this Agreement, and the City may thereafter deliver a notice of breach to Subdivider's surety, if any, and such surety shall have the duty to take over and complete the work on the Required Improvements; provided, however, that if the surety within fifteen (15) days after the serving of such notice of breach upon it does not give the City written notice of the surety's intent to take over the performance of the Agreement, or does not commence performance thereof within fifteen (15) days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Subdivider, and the Subdivider's surety shall be liable to the City for any excess cost or damages incurred by the City. In such event, the City, without liability for so doing, may take possession of and utilize in completing the work such materials, appliances, plants or other property belonging to Subdivider as may be on the site of the work and necessary therefor. The remedy provided by this paragraph is in addition to, and not in lieu of, other remedies available to the City. The City reserves to itself all remedies available to it at law or in equity for a breach of Subdivider's obligations under this Agreement.
- (b) In addition to any other remedy the City may have, a breach of this Agreement by the Subdivider may result in the Subdivision being reverted to acreage and shall further constitute consent to the filing by the City of a notice of violation against all the lots in the Subdivision. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. If the form of contract security is other than a bond, the City, after giving notice of breach of the Agreement, may proceed to collect against the contract security in the manner provided by law and by the terms of the security instrument.
- (c) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not constitute a waiver of that default or breach, or any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.
- (d) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

19. Completion; Warranty

- (a) Subject to the provisions of subdivision (b) of this Section, upon completion of all the Required Improvements, and upon the City Council authorizing a written Notice of Completion and Acceptance of said work, the City will release all hold and any claims to eighty percent (80%) of the amount of securities posted for faithful performance as specified in Section 10, above. The remaining twenty percent (20%) shall be held by the City for a period of one (1) year after the date of the Notice of Completion as a guarantee (warranty) bond to secure the performance of Section 14 of this Agreement and shall thereafter be released.
- (b) The provisions of subdivision (a) of this Section notwithstanding, if the Subdivision is part of any City maintenance assessment district, the faithful performance security shall not be released, and no Required Improvements shall be accepted by the City unless and until Subdivider has paid to City any fees required to operate and maintain the Required Improvements until such time as the City has received the first maintenance assessment disbursement from the County.

- (c) The amount specified in Section 10(b) above for labor and materials security shall be reduced or released pursuant to the provisions of Section 66499.7(h) of the Map Act.

20. Notices

All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows:

If to City: City of Victorville
P.O. Box 5001
14343 Civic Drive
Victorville, CA 92393-5001
Attn: City Engineer

With a copy to: Green de Bortnowsky, LLP
30077 Agoura Court, Suite 210
Agoura Hills, CA 91301-2713
Attn: Andre de Bortnowsky, City Attorney

If to Subdivider: 72 Lots Victorville LLC, A Nevada Limited Liability Company
1861 Abigail Lane
New Braunfels, TX 78130
Attn: Jessica Haughton

If to surety: _____

Any Party or the surety may change such address by notice in writing to the other Party and thereafter notices shall be addressed and transmitted to such new address.

21. Recordation

This Agreement shall be recorded in the San Bernardino County Recorder's Office concurrently with the Map and Lien Agreement for the Subdivision.

22. Binding Effect of Agreement

This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their heirs, representatives, successors, and assigns. This Agreement shall constitute a covenant running with the land and an equitable servitude upon the property within the Subdivision.

23. Severability; Entire Agreement

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties. This Agreement, together with all exhibits, the Lien Agreement, the conditions of approval, and Map(s) expressly referred to herein, constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof.

24. Authority of Executing Parties

The persons executing this Agreement warrant and represent that they are duly authorized to execute this Agreement on behalf of and bind the Party each purports to represent.

25. Incorporation of Recitals and Exhibits

The Recitals to this Agreement, and any definitions set forth therein, are hereby incorporated into in the terms of this Agreement by this reference. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Legal Description

Exhibit B – Tract Map No. 20280

Exhibit C – Lien Agreement

26. Headings.

The captions and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

27. Modification, Waiver, and Amendment

No breach of this Agreement or of any provision herein may be waived except by an express written waiver executed by the Party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach or provision of this Agreement. This Agreement may be amended, altered, modified or otherwise changed only by a writing duly executed by the Parties hereto or their authorized representatives. No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by all Parties.

28. Governing Law

This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in the County of San Bernardino, State of California, or federal courts located in the Central District of California.

[END OF THIS PAGE - SIGNATURES FOLLOW]


DATED this 8th day of May 2024

SUBDIVIDER

72 Lots Victorville LLC, A Nevada Limited Liability Company

CITY

City of Victorville

By: 

Print Name: Jessica Haughton

Print Title: President of Synergy Consulting Group
manager

Date: 5/8/2024

(Proper Notarization of Subdivider's Signature is required and shall be attached)

By: _____

Name: Elizabeth Becerra

Title: Mayor

(Notarization of Mayor's Signature is required and shall be attached)

ATTEST:

By: _____
Jennifer Thompson, City Clerk

APPROVED AS TO FORM:

Andre de Bortnowsky, City Attorney

Sandra Bostick, City Risk Manager

CERTIFICATE OF ACKNOWLEDGMENT

The State of Texas

County of Cornwall

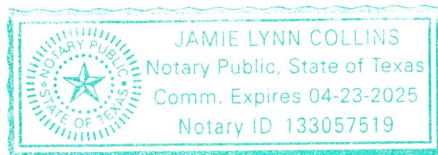
Before me, Jamie Lynn Collins (insert the name and character of the officer),

on this day personally appeared Jessica Houghton, known to me (or proved to me on the oath of _____ or through Texas DL

(description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

(Seal)

Given under my hand and seal of office this 8 day of May, 2024.



[Signature]
(Notary's Signature)
Notary Public, State of Texas

EXHIBIT A

Legal Description

The real property in the City of Victorville, County of San Bernardino, State of California, described as follows:

Lots 78 through 81 of Tract No. 8399 as per Plat filed in Book 115 of Maps at Pages 83 through 97, records of said County;

Together with;

Lots 48, 54, 57, 76, and 77 of said Tract No. 8399. Excepting therefrom all of Tract Map No. 15083-1 as per plat filed in Book 250 of Tract Maps at Pages 87 through 90 records of said County, and all of Tract Map No. 15083-2 as per plat filed in Book 315 of Tract Maps at Pages 35 and 36 records of said County;

Together with;

Resultant Parcel 2 of Lot Line Adjustment LL-7-96 recorded as Document Number 19960155278 in the Official Records of the County Recorder of said County, being all of Lot 82 and a portion of Lot 90 of said Tract No. 8399,

Together with;

That portion of Tawney Ridger Lane and Cahuenga Road of said Tract No. 8399 labeled as Parcel 3 vacated by City of Victorville Council Street Vacation Resolution 96-34 and recorded as Document Number 19960155279 in said Official Records.

EXHIBIT B

Tract Map No. 20280

EXHIBIT C

Lien Agreement