

REGULAR
JUNE 7, 2023



Imperial City Council

Katherine Burnworth- Mayor
Robert Amparano-Mayor Pro Tem
Ida Obeso-Martinez-Council Member
Stacy Mendoza- Council Member
James Tucker-Council Member

AGENDA

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

June 7, 2023

Closed Session at 05:30 pm

Open Session at 07:00 pm

The Imperial City Council meetings, including public comments, are being livestreamed on the city's social media pages. By remaining in the room, you are giving your permission to be recorded.

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
2. All documents containing an executive summary and staff recommendation associated with open session action items are made available for public inspection on the City's website, www.cityofimperial.org seventy-two (72) hours prior to the posted meeting time.
Government Code section 54957.5(b)(2)(B)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact (760) 355-4373. A notification of 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28CFR 35.102-35.104 ADA title II].

A. City Council Convenes to Closed Session at 5:30 pm

A-1. Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to litigation pursuant to § 54956.9(b): Three (3) Potential Cases

A-2. Public Employee Performance Evaluation § 54957

Title: City Manager

B. City Council Convenes to Open Session at 7:00 pm

Roll Call

Pledge of Allegiance

Adjustments to the Agenda

Action Taken in Closed Session

C. Public Appearances:

C-1. Matters not appearing on the agenda: If you wish to address the Council concerning any item within the Council's jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit on each person's presentation of three (3) minutes. It is requested that longer presentations be submitted to the Council in writing.

D. Consent Agenda:

All items appearing under “Consent Agenda” will be acted upon by the City Council in one motion without discussion. Should any Council member or other person request that any item be considered separately, that item will then be taken up at the time as determined by the Mayor.

- D-1.** Approval of Claims and Warrants Report.
- D-2.** Continuation of Emergency Action as Declared by Resolution 2023-15 for repairs to City Wastewater Line in alleyway.
- D-3.** Approval of City Council Meeting Minutes for May 03, 2023 and May 17, 2023.

E. Work Session: (Discussion/Direction Only)

E-1. Goal Setting & Budget Performance Review for Fiscal Year 23-24

Staff Report: Alexis Brown, Assistant City Manager

F. Public Hearing: (Discussion/ Action- Recommend/Deny)

F-1. Public Hearing of the City Council to Discuss Financing for the La Brucherie Apartments (12th Street and 15th Street) Affordable Housing Project.

Staff Report: Othon Mora, Community Development Director

- 1. Open Public Hearing**
- 2. Staff Report – Public Comment**
- 3. Close Public Hearing**
- 4. Council Discussion**
- 5. Recommended Action**

- 1) Adopt Resolution No. 2023-20 to Approving the issuance of the bonds by the California Municipal Finance Authority (CMFA) for the benefit of La Brucherie Apartments, LP (the “Borrower”) a partnership of which MirKa Investments, LLC (the “Developer”), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following). The resolution also authorizes the mayor or designee thereof to execute the Joint Exercise of Powers Agreement with the CMFA.

G. Action Items: (Discussion/Action– Approve-Disapprove)

G-1. Resolution Adopting Project List for Fiscal Year 2023-2024 Funded by SB 1: The Road Repair and Accountability Act of 2017.

Staff Report: Othon Mora, Community Development Director

Recommended Action:

- 1) Approval of a Resolution No. 2023-19 Adopting the Project list for Fiscal Year 2023-2024 Funded by SB 1: The Road Repair and Accountability Act of 2017.

G-2. Mayfield Subdivision Unit 3C Reconveyance – Lots 311, 270-380, 364-369 and 384-390 Per FM 27/86-89.

Staff Report: Othon Mora, Community Development Director

Recommended Action:

- 1) Authorize Partial Reconveyance to Imperial Rach Partners, LLC.

G-3. Monterrey Park Unit 4C Final Map.

Staff Report: Othon Mora, Community Development Director

Recommended Action(s):

- 1) Approve Final Map and Subdivision Agreement for Monterrey Park Unit 4C.
- 2) Authorize City Clerk to Record Final Maps and Related Documents.

H. Reports

H-1. Department Reports

H-2. City Manager Report

H-3. Mayor and Councilmember Reports

I. Adjournment

I-1. Adjournment of this Regular Meeting of the City Council Until the Next Regularly Scheduled Meeting, Wednesday, June 21, 2023, at 7:00 pm.



Imperial City Council

*Katherine Burnworth- Mayor
Robert Amparano-Mayor Pro Tem
Ida Obeso-Martinez-Council Member
Stacy Mendoza- Council Member
James Tucker-Council Member*

MINUTES

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

May 03, 2023

Closed Session at 06:00 pm

Open Session at 07:00 pm

A. City Council Convenes to Closed Session at 6:00 pm

Attendance: COUNCIL MEMBERS – MENDOZA, TUCKER, OBESO-MARTINEZ, MAYOR PRO TEM AMPARANO, MAYOR BURNWORTH, ATTORNEY – K. TURNER, CITY MANAGER – D. MORITA

A-1. Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to litigation pursuant to § 54956.9(b): Four (4) Potential Cases

A-2. Conference with Legal Counsel – Existing Litigation § 54956.9

Case No. 024405-0030

B. City Council Convenes to Open Session at 7:00 pm

MAYOR BURNWORTH CALLED MEETING TO ORDER AT 7:01 P.M.

Roll Call: COUNCIL MEMBERS – TUCKER, OBESO-MARTINEZ, MENDOZA, MAYOR PRO TEM AMPARANO, MAYOR BURNWORTH

City Staff Present: CITY MANAGER – D. MORITA, ASST. CITY MANAGER – A. BROWN, CITY ATTORNEY – K. TURNER, CITY CLERK – K. SHIELDS, CHIEF OF POLICE – M. CRANKSHAW, COMMUNITY DEVELOPMENT – F. VILLEGAS, PARKS – T. LOPEZ, PUBLIC SERVICES – J. LOPER, HUMAN RESOURCES – K. SMITH, INFORMATION TECHNOLOGY – A. ESTRADA, FIRE – FLORES

Pledge of Allegiance Led by: CITY CLERK K. SHIELDS

Adjustments to the Agenda: NONE

Action Taken in Closed Session: ATTORNEY – K. TURNER

A-1. COUNCIL DISCUSSED FOUR ITEMS OF ANTICIPATED LITIGATION. DIRECTION WAS GIVEN TO COUNCIL.

A-2. COUNCIL DISCUSSED CASE NO. 024405-0030. DIRECTION WAS GIVEN.

C. Public Appearances:

C-1. Matters not appearing on the agenda: If you wish to address the Council concerning any item within the Council's jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit on each person's presentation of three (3) minutes. It is requested that longer presentations be submitted to the Council in writing.

NONE

D. Special Presentations

D-1. Parks & Recreation Summer Program Preview

MRS. AMPARANO AND VICTORIA PRESENTED A SLIDESHOW ABOUT PARKS & RECREATIONS SUMMER PROGRAMS.

D-2. Food Allergy Awareness Week – May 7-13, 2023

MAYOR BURNWORTH PRESENTED A PROCLAMATION TO DOCTOR J. STRAHM FOR FOOD ALLERGY AWARENESS WEEK.

D-3. National Police Week – May 14-20, 2023 & Peace Officer Memorial Day May 15, 2023

MAYOR BURNWORTH PRESENTED A PROCLAMATION TO IMPERIAL PD FOR NATIONAL POLICE WEEK.

E. Consent Agenda:

All items appearing under "Consent Agenda" will be acted upon by the City Council in one motion without discussion. Should any Council member or other person request that any item be considered separately, that item will then be taken up at the time as determined by the Mayor.

E-1. Approval of Claims and Warrants Report.

E-2. Approval of Regular Meeting Minutes for April 19, 2023.

E-3. Continuation of Emergency Action as Declared by Resolution 2023-06 for sink hole repairs at Anthony Redondo Memorial Park.

E-4. Approval Rejection of Claim No. 3044735 Filed by O. Olmos.

E-5. Continuation of Emergency Action as Declared by Resolution 2023-15 for repairs to City Wastewater Line in alleyway.

AMPARANO MOTIONED TO APPROVE *CONSENT AGENDA E-1 THRU E-5*. TUCKER SECONDED THE MOTION.

AYES: OBESO-MARTINEZ, MENDOZA, BURNWORTH, AMPARANO, TUCKER

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIES: 5-0

F. Work Session: (Discussion/Direction Only)

F-1. Goal Setting & Budget Performance Review for Fiscal Year 23-24

BROWN PRESENTED A SLIDESHOW AND REPORT.

G. Action Items: (Discussion/Action– Approve-Disapprove)

G-1. Expansion/Re-Allocated of Workspace for the Imperial Police Department

Staff Report: Chief Michael Crankshaw, Imperial Police Department

Recommended Action: Acceptance of Project Proposal and Authorization to Proceed with Purchase of Materials Not to Exceed \$17,480.00.

MENDOZA, WE NEED TO REMEMBER ABOUT GROWTH FOR THE FUTURE.

AMPARANO, WHAT IS THE TIME LINE? CHIEF CRANKSHAW, LOOKING AT A COUPLE MONTHS.

AMPARANO MOTIONED TO APPROVE *EXPANSION/RE-ALLOCATED OF WORKSPACE FOR THE IMPERIAL POLICE DEPARTMENT*. OBESO-MARTINEZ SECONDED THE MOTION.

AYES: OBESO-MARTINEZ, MENDOZA, BURNWORTH, AMPARANO, TUCKER

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIES: 5-0

G-2. Imperial Valley Law Enforcement Relay Run Event Application & Presentation

Staff Report: Tony Lopez, Parks & Recreation Department

Recommended Action: Approve Event Application Submitted by Department of Homeland Security for Their Law Enforcement Relay Run Event.

ANGELA LENCSAK WAS PRESENT TO SPEAK ABOUT THE EVENT AND SHOW A VIDEO.

AMPARANO, CAN WE ATTEND THE EVENT? LENCSAK, YES.

AMPARANO MOTIONED TO APPROVE *IMPERIAL VALLEY LAW ENFORCEMENT RELAY RUN EVENT APPLICATION & PRESENTATION*. MENDOZA SECONDED THE MOTION.

AYES: OBESO-MARTINEZ, MENDOZA, BURNWORTH, AMPARANO, TUCKER

NOES: NONE

ABSTAIN: NONE
ABSENT: NONE
MOTION CARRIES: 5-0

G-3. Range Reclassification for Library Technician

Staff Report: Alexis Brown, City Manager's Office

Recommended Action: Approval of Range Reclassification for Library Technician from Range 57 to Range 63 on Teamsters Local Union #542 Salary Schedule.

MENDOZA MOTIONED TO APPROVE *RANGE RECLASSIFICATION FOR LIBRARY TECHNICIAN*. OBESO-MARTINEZ SECONDED THE MOTION.

AYES: OBESO-MARTINEZ, MENDOZA, BURNWORTH, AMPARANO, TUCKER
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
MOTION CARRIES: 5-0

G-4. Ordinance of the City Council Amending Codified Ordinances Regarding Appointment and Term of Various Boards and Commissions.

Staff Report: Dennis Morita, City Manager/Katherine Turner, City Attorney

Recommended Action: Introduction/1st Reading in Title Only of (Amended) Ordinance No. 826 of the City Council Amending the Codified Ordinances Regarding the Appointment(s) and Term(s) of the Imperial Planning Commission.

OBESO-MARTINEZ MOTIONED TO APPROVE *ORDINANCE OF THE CITY COUNCIL AMENDING CODIFIED ORDINANCES REGARDING APPOINTMENT AND TERM OF VARIOUS BOARDS AND COMMISSIONS*. TUCKER SECONDED THE MOTION.

AYES: OBESO-MARTINEZ, MENDOZA, BURNWORTH, AMPARANO, TUCKER
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
MOTION CARRIES: 5-0

H. Reports

H-1. Department Reports:

BROWN, WE WILL HAVE A WORK SESSION PRIOR TO NEXT COUNCIL MEETING. WILL BE DISCUSSING BUDGETS AND MARKET DAYS.

LOPEZ, WE HAVE OUR EVENT IN THE PARK AFTER DARK ON MAY 27TH AT EAGER PARK FROM 6-10 PM.

H-2. City Manager Report:

MORITA, I WOULD LIKE TO THANK THE COUNCIL FOR ALL THE WORK THEY HAVE BEEN PUTTING IN AS WE GO THRU OUR BUDGET PROCESSES.

H-3. Mayor and Councilmember Reports:

MENDOZA, WE HAD OUR FINAL MARKET DAY AND I WOULD LIKE TO THANK EVERYONE FOR THEIR HARD WORK. CHIEF CRANKSHAW CAN YOU PLEASE GIVE A LITTLE INFORMATION ON THE FALLEN OFFICER MEMORIAL THIS FRIDAY. CRANKSHAW, LOCAL AGENCIES, STATE AND GOVERNMENT PUT ON THIS PRESENTATION TO HONOR FALLEN OFFICERS AND THEIR FAMILIES. IT HELD IN FRONT OF THE COURT HOUSE IN EL CENTRO AT 7 PM.

OBESO-MARTINEZ, I ATTENDED THE IMPERIAL VALLEY COLLEGE FOUNDATION DINNER. WE HAVE A GREAT COMMUNITY COLLEGE THAT JUST RECEIVED THE ASPEN AWARD. MAY 6-12 IS NURSES WEEK, THANK YOU TO ALL.

AMPARANO, I HAD FUN AND COMPLETED THE COLOR RUN. WE HAD LOTS OF FAMILIES OUT THERE. IT WAS GREAT TO SEE THE PARTICIPATION. THANK YOU FOR ALL THE HARD WORK. THE LEAGUE OF CITIES EVENT WILL BE MAY 25TH.

I. Adjournment

I-1. Adjournment of this Regular Meeting of the City Council is Until the Next Regularly Scheduled Meeting, Wednesday, May 17, 2023, at 7:00 pm.

MAYOR BURNWORTH ADJOURNED THE MEETING AT 8:06 P.M.



Imperial City Council

*Katherine Burnworth- Mayor
Robert Amparano-Mayor Pro Tem
Ida Obeso-Martinez-Council Member
Stacy Mendoza- Council Member
James Tucker-Council Member*

MINUTES

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

May 17, 2023

**Work Session at 5:30 pm
Closed Session at 06:30 pm
Open Session at 07:00 pm**

A. City Council Convenes to Work Session at 5:30 pm

A-1. Special Work Session/Discussion – Imperial Market Days Events

Staff Report: Alexis Brown, Assistant City Manager & Tony Lopez, Parks & Recreation Director

B. City Council Convenes to Closed Session at 6:30 pm

B-1. Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to litigation pursuant to § 54956.9(b): Three (3) Potential Cases

Attendance: COUNCIL MEMBERS – MENDOZA, TUCKER, OBESO-MARTINEZ, MAYOR PRO TEM AMPARANO, MAYOR BURNWORTH, ATTORNEY – K. TURNER, CITY MANAGER – D. MORITA

C. City Council Convenes to Open Session at 7:00 pm

MAYOR BURNWORTH CALLED MEETING TO ORDER AT 7:07 P.M.

Roll Call: COUNCIL MEMBERS – MENDOZA, TUCKER, OBESO-MARTINEZ, MAYOR PRO TEM AMPARANO, MAYOR BURNWORTH

City Staff Present: CITY MANAGER – D. MORITA, ASST. CITY MANAGER – A. BROWN, CITY ATTORNEY – K. TURNER, CITY CLERK – K. SHIELDS, CHIEF OF POLICE – M. CRANKSHAW, COMMUNITY DEVELOPMENT – O. MORA, PARKS – T. LOPEZ, PUBLIC SERVICES – E. SELF, HUMAN RESOURCES – D. QUINTANA, INFORMATION TECHNOLOGY – A. ESTRADA, FIRE – FLORES

Pledge of Allegiance Led By: BOY SCOUTS OF AMERICA TROOP 4070.

Adjustments to the Agenda: D. MORITA – YES, CLAIMS AND WARRANTS. CHECK NUMBERS 110851 AND 110852.

Action Taken in Closed Session: ATTORNEY K. TURNER, COUNCIL DISCUSSED THREE ITEMS AND DIRECTION WAS GIVEN TO COUNCIL.

D. Public Appearances:

D-1. Matters not appearing on the agenda: If you wish to address the Council concerning any item within the Council's jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit on each person's presentation of three (3) minutes. It is requested that longer presentations be submitted to the Council in writing.

NONE

E. Special Presentations

E-1. National Public Works Week

E. SELF, PRESENTED A STAFF REPORT. I. GONZALEZ – STREETS, R. EMMETT -CHIEF WATER OPERATOR AND C. KEMP – CHIEF WASTEWATER OPERATOR WERE ALL PRESENT TO GIVE A BRIEF SUMMARY OF THERE DAY TO DAY OPERATIONS IN THEIR DEPARTMENTS.

F. Consent Agenda:

All items appearing under "Consent Agenda" will be acted upon by the City Council in one motion without discussion. Should any Council member or other person request that any item be considered separately, that item will then be taken up at the time as determined by the Mayor.

F-1. Approval of Claims and Warrants Report.

F-2. Continuation of Emergency Action as Declared by Resolution 2023-15 for repairs to City Wastewater Line in alleyway.

AMPERANO MOTIONED TO APPROVE *ADJUSTMENTS TO CLAIMS AND WARRANTS F-1 ON CONSENT AGENDA*. TUCKER SECONDED THE MOTION.

AYES: OBESO-MARTINEZ, TUCKER, BURNWORTH, AMPARANO, MENDOZA

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIES: 5-0

OBESO-MARTINEZ MOTIONED TO *APPROVE WARRANT NUMBER 110851 FOR AMPARANO*. TUCKER SECONDED THE MOTION.

AYES: OBESO-MARTINEZ, TUCKER, BURNWORTH, MENDOZA

NOES: NONE

ABSTAIN: AMPARANO

ABSENT: NONE

MOTION CARRIES: 5-1

OBESO-MARTINEZ MOTIONED TO *APPROVE WARRANT NUMBER 110852 FOR MENDOZA*.
TUCKER SECONDED THE MOTION.

AYES: OBESO-MARTINEZ, TUCKER, BURNWORTH, AMPARANO

NOES: NONE

ABSTAIN: MENDOZA

ABSENT: NONE

MOTION CARRIES: 5-1

MENDOZA MOTIONED TO APPROVE *REMAINDER OF ITEM MINUS THE TWO WARRANTS*.
TUCKER SECONDED THE MOTION.

AYES: OBESO-MARTINEZ, TUCKER, BURNWORTH, AMPARANO, MENDOZA

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIES: 5-0

G. Work Session: (Discussion/Direction Only)

G-1. Goal Setting & Budget Performance Review for Fiscal Year 23-24

STAFF REPORT BY A. BROWN.

H. Action Items: (Discussion/Action– Approve-Disapprove)

H-1. Termination of Emergency at Anthony Redondo Memorial Park

Staff Report: Edgar Self, Public Services Manager

Recommended Action: Cease Emergency at Anthony Redondo Park Declared by Resolution NO. 2023-06 and Ratification of Action Taken by City Manager.

AMPARANO MOTIONED TO APPROVE *CEASE EMERGENCY AT ANTHONY REDONDO PARK. RESOLUTION NO. 2023-06*. TUCKER SECONDED THE MOTION.

AYES: OBESO-MARTINEZ, TUCKER, BURNWORTH, AMPARANO, MENDOZA

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIES: 5-0

H-2. Ordinance of the City Council Amending Codified Ordinances Regarding Appointment and Term of Various Boards and Commissions.

Staff Report: Dennis Morita, City Manager/Katherine Turner, City Attorney

Recommended Action(s):

- 1) 2nd Reading and Adoption in Title Only of (Amended) Ordinance No. 826 of the City Council Amending the Codified Ordinances Regarding the Appointment(s) and Term(s) of the Imperial Planning Commission.
- 2) Authorize the City Clerk to publish a summary of Ordinance 826 in a newspaper of general circulation.

MENDOZA MOTIONED TO APPROVE 2ND READING AND ADOPTION IN TITLE ONLY OF (AMENDED) ORDINANCE NO. 826 AND AUTHORIZE THE CITY CLERK TO PUBLISH A SUMMARY OF ORDINANCE 826 IN A NEWSPAPER FO GENERAL CIRCULATION. OBESO-MARTINEZ SECONDED THE MOTION.

AYES: OBESO-MARTINEZ, TUCKER, BURNWORTH, AMPARANO, MENDOZA

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

MOTION CARRIES: 5-0

I. Reports

I-1. Department Reports:

T. LOPEZ, ON SATURDAY, MAY 27TH WE HAVE IN THE PARK AFTER DARK. THIS EVENT WILL BE HELD AT EAGER PARK FROM 6-10 PM. OUR SUMMER REC. GUIDE HAS BEEN POSTED AND SPOTS ARE FILLING UP FAST.

CHIEF CRANKSHAW, MADAM MAYOR AND COUNCIL ITS MY PLEASURE TO INTRODUCE OUR NEWEST OFFICER DANIEL MOCHECK.

I-2. City Manager Report: NONE

I-3. Mayor and Councilmember Reports:

MENDOZA, MAY 15TH STARTS LAW ENFORCEMENT OFFICERS WEEK. I WOULD LIKE TO SAY THANK YOU FOR KEEPING US SAFE AND PUTTING YOURSELF OUT THERE ON THE LINE TO MAKE OUR COMMUNITY A BETTER PLACE. CHIEF PLEASE PASS ALONG TO YOUR STAFF.

OBESO-MARTINEZ, I WOULD LIKE TO INTRODUCE BOY SCOUT TROOP 4070.

AMPARANO, I ATTENDED THE LAW ENFORCEMENT RELAY RUN. IT WAS NICE TO SEE ALL THE AGENCIES THAT COME FROM OUT OF TOWN TO SUPPORT THE IMPERIAL COUNTY. THANK YOU TO OUR LOCAL BOY SCOUTS FOR YOUR HELP TO KEEP OUR COMMUNITY CLEAN. LASTLY THANK YOU TO ALL FOR YOUR HARD WORK.

J. Adjournment

J-1. Adjournment of this Regular Meeting of the City Council is Until the Next Regularly Scheduled Meeting, Wednesday, June 7, 2023, at 7:00 pm.

MAYOR BURNWORTH ADJOURNED THE MEETING AT 7:44 P.M.

Check Register Report

Date: 06/02/2023

Time: 1:38 pm

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CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
110858	05/11/23	Printed			1021	AGGREGATE PRODUCTS, INC.		8,222.41
110859	05/11/23	Printed			8137	ALEJANDRO PINEDA		91.33
110860	05/11/23	Printed			195	ALLIED WASTE		139,716.49
110863	05/11/23	Printed			5956	AMAZON CAPITAL SERVICES		8,152.23
110864	05/11/23	Printed			3115	AMERICAN WATER WORKS ASSOC		487.00
110865	05/11/23	Printed			3012	ANTUNEZ AUTO BODY PARTS		281.45
110866	05/11/23	Printed			656	AQUA METRIC		95.31
110867	05/11/23	Printed			2081	ARAMARK UNIFORM SERVICE		370.54
110868	05/11/23	Printed			1851	AT&T LONG DISTANCE		1,024.86
110869	05/11/23	Printed			8135	BRYAN D. BOEHM		34.09
110870	05/11/23	Printed			7478	C & R ASSOCIATES, INC		90,290.35
110871	05/11/23	Printed			3329	CI- SOLUTIONS		259.69
110872	05/11/23	Printed			5487	COACHELLA VALLEY HOUSING		2,915.84
110873	05/11/23	Printed			6222	CODE EXXPERS, LLC		720.00
110874	05/11/23	Printed			132	COSTCO WHOLESALE		196.65
110875	05/11/23	Printed			174	COSTCO WHOLESALE MEMBERSHIP		42.90
110879	05/11/23	Printed			6857	COUNTY MOTOR PARTS CO, INC		1,888.15
110880	05/11/23	Printed			1287	DEMCO, INC.		14,872.92
110881	05/11/23	Printed			1573	DEPARTMENT OF JUSTICE		576.00
110882	05/11/23	Printed			7100	DISCOUNT SCHOOL SUPPLY		1,272.04
110883	05/11/23	Printed			8138	FABIAN OLIVOS		20.61
110884	05/11/23	Printed			5134	FORENSIC DRUG TESTING SERVICES		89.00
110885	05/11/23	Printed			710	GRAINGER		4,009.44
110886	05/11/23	Printed			7720	GREEN RUBBER-KENNEDY AG		106.03
110887	05/11/23	Printed			4637	IMPERIAL COUNTY PUBLIC HEALTH		520.00
110888	05/11/23	Printed			028	IMPERIAL IRRIGATION DISTRICT		53,846.90
110889	05/11/23	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		1,573.26
110890	05/11/23	Printed			7147	IMPERIAL VALLEY CHRYSLER DODGE		174.99
110891	05/11/23	Printed			1587	JADE SECURITY SYSTEMS, INC.		59.99
110892	05/11/23	Printed			642	JORDAN CENTRAL IMPLEMENT CO.		103.77
110893	05/11/23	Printed			8139	JOSE ANTONIO MARTIN		134.94
110894	05/11/23	Printed			868	K-C WELDING & RENTALS, INC.		51.81
110895	05/11/23	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		1,258.21
110896	05/11/23	Printed			260	MALLORY SAFETY AND SUPPLY LLC		161.89
110897	05/11/23	Printed			1638	MMASC (MUNICIPAL MANAGEMENT		845.00
110898	05/11/23	Printed			776	MOSS, LEVY & HARTZHEIM LLP		3,000.00
110899	05/11/23	Printed			2510	NTU TECHNOLOGIES, INC.		12,342.38
110900	05/11/23	Printed			079	ONE SOURCE DISTRIBUTORS		14,560.07
110901	05/11/23	Printed			8140	PACIFIC PLAY SYSTEMS, INC.		5,995.00
110902	05/11/23	Printed			6710	PREMIER RENTALS		586.00
110903	05/11/23	Printed			5988	SAMUEL REA		76.06
110904	05/11/23	Printed			979	SELLERS PETROLEUM		14,432.92
110905	05/11/23	Printed			8136	SHARON SIMMONS		67.18
110906	05/11/23	Printed			8087	SOULESS INDUSTRIES		1,200.00

Check Register Report

Date: 06/02/2023

Time: 1:38 pm

Page: 2

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
110907	05/11/23	Printed			2365	SPARKLETTS		316.55
110908	05/11/23	Printed			091	STAPLES CREDIT PLAN		27.05
110909	05/11/23	Printed			7623	STERICYCLE, INC.		89.38
110910	05/11/23	Printed			1265	SUPERIOR READY MIX CONCRETE LP		1,677.90
110912	05/11/23	Printed			5837	U.S. BANK		4,499.59
110913	05/11/23	Printed			8031	UNWIND & DESIGN CREATIVE		120.00
110915	05/11/23	Printed			615	VALLEY PEST SERVICES, INC		1,322.00
110916	05/11/23	Printed			611	VERIZON WIRELESS		4,746.28
110917	05/11/23	Printed			5639	WAGeworks, INC		50.00
110918	05/11/23	Printed			5674	WAGeworks, INC		646.00
110919	05/11/23	Printed			1154	WELLS FARGO BANK		4,500.00
110920	05/11/23	Printed			1154	WELLS FARGO BANK		4,500.00
110921	05/11/23	Printed			1154	WELLS FARGO BANK		2,500.00
110922	05/11/23	Printed			7695	WINNCOM TECHNOLOGIES CORP		240.04
111053	05/17/23	Printed			5201	AIR MED CARE NETWORK		29.00
111054	05/17/23	Printed			3078	ALBERT RUBIO		241.50
111055	05/17/23	Printed			4207	ALEXIS BROWN		210.50
111056	05/17/23	Printed			4207	ALEXIS BROWN		246.28
111057	05/17/23	Printed			195	ALLIED WASTE		26,282.90
111059	05/17/23	Printed			5956	AMAZON CAPITAL SERVICES		7,176.87
111060	05/17/23	Printed			6306	AMERICAN FIDELITY ASSURANCE		5,050.14
111061	05/17/23	Printed			1066	AT & T		564.81
111062	05/17/23	Printed			1851	AT&T LONG DISTANCE		113.19
111063	05/17/23	Printed			732	BAKER & TAYLOR BOOKS		7,656.50
111064	05/17/23	Printed			6069	BAKER DISTRIBUTING COMPANY LLC		3,567.57
111065	05/17/23	Printed			7158	BLUETARP FINANCIAL, INC.		215.03
111066	05/17/23	Printed			455	CALIFORNIA STATE DISBURSEMENT		991.37
111067	05/17/23	Printed			5680	CORA CONSTRUCTORS, INC		18,266.27
111068	05/17/23	Printed			514	CORE & MAIN LP		15,318.31
111069	05/17/23	Printed			1970	DC FROST ASSOCIATES, INC		1,808.85
111070	05/17/23	Printed			7442	DEANNA CALDWELL		241.50
111071	05/17/23	Printed			7257	DENNIS MORITA		210.50
111072	05/17/23	Printed			6642	EDD		50.00
111073	05/17/23	Printed			207	EL CENTRO MOTORS		128.62
111074	05/17/23	Printed			019	FERGUSON ENTERPRISES, INC.		1,537.14
111075	05/17/23	Printed			314	FRANCHISE TAX BOARD		886.57
111076	05/17/23	Printed			4456	GRAFFIK SCREEN PRINTING		862.00
111077	05/17/23	Printed			2096	HOME DEPOT CREDIT SERVICES		46.76
111078	05/17/23	Printed			028	IMPERIAL IRRIGATION DISTRICT		2,801.27
111079	05/17/23	Printed			4264	IMPERIAL IRRIGATION DISTRICT		7,740.00
111080	05/17/23	Printed			102	IMPERIAL POLICE OFFICERS ASSN.		800.00
111081	05/17/23	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		54.93
111082	05/17/23	Printed			5033	INFO SEND INC.		1,819.84
111083	05/17/23	Printed			8142	ITZEL MORALES		41.56
111084	05/17/23	Printed			1195	IVROP		504.00
111085	05/17/23	Printed			8141	JGC GOVERNMENT RELATIONS, INC.		3,000.00
111086	05/17/23	Printed			868	K-C WELDING & RENTALS, INC.		779.38
111087	05/17/23	Printed			8090	KATHERINE BURNWORTH		210.50

Check Register Report

Date: 06/02/2023

Time: 1:38 pm

Page: 3

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
111088	05/17/23	Printed			7983	KRISTEN SMITH		634.48
111089	05/17/23	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY		1,014.12
111090	05/17/23	Printed			1996	LEE TIRE CO.		929.43
111091	05/17/23	Printed			101	LINCOLN LIFE		658.67
111092	05/17/23	Printed			6779	MARTIN TORRES		420.00
111093	05/17/23	Printed			1190	MISSIONSQUARE - 304257		500.00
111094	05/17/23	Printed			4481	O'REILLY		658.31
111095	05/17/23	Printed			079	ONE SOURCE DISTRIBUTORS		162.16
111096	05/17/23	Printed			219	PADRE USA		1,597.87
111097	05/17/23	Printed			084	PITNEY BOWES BANK INS		400.00
111098	05/17/23	Printed			8130	RACHEL NIGOS-QUIHUIS		300.00
111099	05/17/23	Printed			133	RAIN FOR RENT		2,050.92
111100	05/17/23	Printed			694	REXEL OF AMERICA, LLC		2,199.23
111101	05/17/23	Printed			3526	RSD		788.96
111102	05/17/23	Printed			091	STAPLES CREDIT PLAN		476.54
111103	05/17/23	Printed			068	SUNBELT RENTALS, INC.		3,842.61
111104	05/17/23	Printed			1265	SUPERIOR READY MIX CONCRETE LP		9,727.19
111105	05/17/23	Printed			104	TEAMSTERS, LOCAL 542		1,163.00
111106	05/17/23	Printed			7443	TEXAS LIFE INSURANCE COMPANY		1,004.22
111107	05/17/23	Printed			2008	UNITED PARCEL SERVICE		27.36
111108	05/17/23	Printed			944	UNITED WAY OF IMPERIAL COUNTY		6.00
111109	05/17/23	Printed			1100	USA BLUEBOOK		1,708.55
111110	05/17/23	Printed			4492	VER-MAC		6,505.40
111111	05/17/23	Printed			611	VERIZON WIRELESS		958.81
111112	05/17/23	Printed			1715	WAXIE SANITARY SUPPLY		1,174.55
111113	05/17/23	Printed			1568	WEBB AND ASSOCIATES		8,881.49
111114	05/17/23	Printed			1968	WESTAIR GASES & EQUIPMENT		672.95
111115	05/17/23	Printed			355	WYMORE, INC.		1,030.05
111116	05/17/23	Printed			487	XPRESS LUBE		625.21
111117	05/26/23	Printed			8001	SALTCEDAR BARBECUE		1,300.00
111118	05/30/23	Printed			391	A & R CONSTRUCTION		3,099.72
111119	05/30/23	Printed			2357	ALL VALLEY FENCE AND MATERIALS		860.76
111121	05/30/23	Printed			5956	AMAZON CAPITAL SERVICES		4,542.87
111122	05/30/23	Printed			1338	AMERICAN RED CROSS		234.00
111123	05/30/23	Printed			250	BLUE SHIELD OF CALIFORNIA		34,636.09
111124	05/30/23	Printed			7158	BLUETARP FINANCIAL, INC.		189.38
111125	05/30/23	Printed			8049	BOB HALL AND ASSOCIATES		7,000.00
111126	05/30/23	Printed			3669	CANON		2,957.29
111127	05/30/23	Printed			6222	CODE EXXPERTS, LLC		720.00
111128	05/30/23	Printed			2676	CONSTANCIO S. TORRES		168.00
111129	05/30/23	Printed			3135	COUNTY OF SAN DIEGO, RCS		2,194.50
111130	05/30/23	Printed			3659	DALLANA GOMEZ		180.00
111131	05/30/23	Printed			569	DESERT VETERINARY GROUP		50.00
111132	05/30/23	Printed			7100	DISCOUNT SCHOOL SUPPLY		934.85
111133	05/30/23	Printed			687	FEDEX		268.84
111134	05/30/23	Printed			570	GAMETIME		22,229.00
111136	05/30/23	Printed			2096	HOME DEPOT CREDIT SERVICES		5,500.61
111137	05/30/23	Printed			7460	HOME GROWN APPAREL		104.85
111138	05/30/23	Printed			469	IIMC		125.00
111139	05/30/23	Printed			120	IMPERIAL COUNTY FIRE DEPT.		108,037.90

Check Register Report

Date: 06/02/2023

Time: 1:38 pm

Page: 4

CITY OF IMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
111140	05/30/23	Printed			028	IMPERIAL IRRIGATION DISTRICT		12,058.84
111141	05/30/23	Printed			3187	IMPERIAL TRUSS & LUMBER CO.		151.89
111142	05/30/23	Printed			2099	IMPERIAL VALLEY OCCUPATIONAL M		5,333.00
111143	05/30/23	Printed			1927	IV TELECOMMUNICATIONS		5,775.00
111144	05/30/23	Printed			7784	IVONNE SALGADO		55.00
111145	05/30/23	Printed			7119	JEREMY SCHAFER		500.00
111146	05/30/23	Printed			8144	JULYSSA ALVAREZ		180.00
111147	05/30/23	Printed			868	K-C WELDING & RENTALS, INC.		173.16
111148	05/30/23	Printed			6722	KIEFER AQUATICS, THE LIFEGUARD		158.15
111149	05/30/23	Printed			7188	LAKESHORE LEARNING MATERIALS,		184.88
111150	05/30/23	Printed			3283	LANDSCAPE ROCK SUPPLY		48.49
111151	05/30/23	Printed			427	LEAGUE OF CA CITIES		480.00
111152	05/30/23	Printed			1996	LEE TIRE CO.		455.67
111153	05/30/23	Printed			2980	LORI'S SANITATION SERVICES		250.00
111154	05/30/23	Printed			1888	MARK COON		2,770.00
111155	05/30/23	Printed			8146	MAYRA VALENZUELA		36.48
111157	05/30/23	Printed			7992	MUNITEMPS		183,282.50
111158	05/30/23	Printed			2295	NEW BORDER TACTICAL, INC		10.77
111159	05/30/23	Printed			4481	O'REILLY		641.04
111160	05/30/23	Printed			896	POLICE AND FIRE PSYCHOLOGY		1,350.00
111161	05/30/23	Printed			2782	PRINCIPAL LIFE INSURANCE COMP		5,452.88
111162	05/30/23	Printed			3008	RDO EQUIPMENT CO		217,269.77
111163	05/30/23	Printed			694	REXEL OF AMERICA, LLC		52.93
111164	05/30/23	Printed			1637	ROMEO'S CAR WASH		209.00
111165	05/30/23	Printed			8145	S & H STEEL CO.		84.74
111166	05/30/23	Printed			8063	SAFARILAND, LLC		118.72
111167	05/30/23	Printed			957	SC FUELS		5,330.85
111168	05/30/23	Printed			6023	SEBASTIAN HARVESTING		2,413.55
111169	05/30/23	Printed			3262	SIMNSA HEALTH PLAN		12,008.73
111170	05/30/23	Printed			091	STAPLES CREDIT PLAN		176.59
111171	05/30/23	Printed			8143	STEMFINITY LLC		82.60
111172	05/30/23	Printed			7991	STORWISE-IMPERIAL		200.00
111173	05/30/23	Printed			6416	SUN DATA SUPPLY		190.07
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111175	05/30/23	Printed			7708	TUCKER MINI STORAGE		125.00
111183	05/30/23	Printed			5837	U.S. BANK		18,991.25
111184	05/30/23	Printed			5674	WAGeworks, INC		129.20

Total Checks: 179

Checks Total (excluding void checks): 1,243,652.44

Total Payments: 179

Bank Total (excluding void checks): 1,243,652.44

Total Payments: 179

Grand Total (excluding void checks): 1,243,652.44

DATE SUBMITTED

05/31/2023

SUBMITTED BY

Public Services

DATE ACTION REQUIRED

06/07/2023

COUNCIL ACTION

()

PUBLIC HEARING REQUIRED

()

RESOLUTION

()

ORDINANCE 1ST READING

()

ORDINANCE 2ND READING

()

CITY CLERK'S INITIALS

448

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:

Continue

Emergency

Wastewater Line

Repairs

DISCUSSION/ACTION:

- I. Continue Emergency of repairs for City Wastewater lines in Alleyway

DEPARTMENT INVOLVED: Public Services -Wastewater

BACKGROUND/SUMMARY:

There is a City wastewater line located in the alley to the west of El Zarape Restaurant. A sewer backup occurred at the restaurant and, upon inspection, it was discovered that the City wastewater line is in a deteriorated condition and is not properly sloped. As a consequence of the condition of the wastewater line, there is significant exposure to an interruption in service and/or a sewer spill. Such condition poses a threat to the public health and safety. Council adopted Resolution 2023-15 on April 19th.

Public Services is currently waiting on parts for arrival and expected lead times to complete repairs and rectify issues.

FISCAL IMPACT: To be determined

FINANCE
INITIALS

DP

STAFF RECOMMENDATION: Approve Continuation of Emergency

DEPT. INITIALS

AS

MANAGER'S RECOMMENDATION:

Approve staff recommendation

CITY
MANAGER'S
INITIALS

OTM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

DATE SUBMITTED

05/31/2023

SUBMITTED BY

COMMUNITY
DEVELOPMENT

DATE ACTION REQUIRED

6/7/2023

COUNCIL ACTION (X)
PUBLIC HEARING REQUIRED (X)
RESOLUTION (X)
ORDINANCE 1ST READING ()
ORDINANCE 2ND READING ()
CITY CLERK'S INITIALS 48

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT:

PUBLIC HEARING/DISCUSSION/ACTION: FINANCING FOR THE
LABRUCHERIE APARTMENTS (12TH ST AND 15TH ST) AFFORDABLE HOUSING
PROJECT

1. Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the "Code").
2. Adopt Resolution No 2023-20 approving the issuance of the Bonds by the CMFA for the benefit of La Brucherie Apartments, LP (the "Borrower") a partnership of which MirKa Investments, LLC (the "Developer"), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following). The resolution also authorizes the mayor or designee thereof to execute the Joint Exercise of Powers Agreement with the CMFA.

**DEPARTMENT
INVOLVED:**

Community Development Department

BACKGROUND/SUMMARY:

See attached staff report.

FISCAL IMPACT:

N/A

ADMIN
SERVICES
SIGN INITIALS

DS

STAFF RECOMMENDATION:

Staff recommends approval

DEPT. INITIALS

OW

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

JS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()



Staff Report

Agenda Item No.

To: City of Imperial City Council

From: Othon Mora, Community Development Director

Date: May 31, 2023

Subject: Financing for the LaBrucherie Apartments (12th Street 15th Street) Affordable Housing Projects

Background

The Borrower requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$25,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used for the acquisition, construction, improvement and equipping of a multifamily rental housing project located at East of La Brucherie Road between West 12th Street and West 15th Street, Imperial, California.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Imperial must conduct a public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY:

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA’s representatives and its Board of Directors have considerable experience in bond financing.

EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT:

In order for the CMFA to have the authority to serve as the issuer of the bonds for the Project, it is necessary for the City of Imperial to become a member of the CMFA. Attached to this report is a copy of the Joint Exercise of Powers Agreement to be executed by a designated signatory of the City.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the members executing such agreement.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

There are no costs associated with membership in the CMFA and the City will in no way become exposed to any financial liability by reason of its membership in the CMFA. In addition, participation by the City in the CMFA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing, adopting the required resolution and executing the Joint Exercise of Powers Agreement of the CMFA, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

The Joint Exercise of Powers Agreement expressly provides that any member may withdraw from such agreement upon written notice to the Board of Directors of the CMFA. In the case of the proposed bond financing for the Borrower, the City following its execution of the Joint Exercise of Powers Agreement, could, at any time following the issuance of the Bonds, withdraw from the CMFA by providing written notice to the Board of Directors of the CMFA.

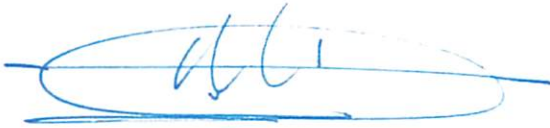
FISCAL IMPACT:

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Imperial, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

SUMMARY:

In light of the foregoing, and in order to support affordable housing, staff recommends that the City conduct the TEFRA Hearing, execute the Joint Exercise of Powers Agreement of the CMFA, and adopt the resolution in favor of the issuance of the Bonds by the CMFA.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Othon Mora', is written over a horizontal line. The signature is stylized with a large 'O' and a long horizontal stroke.

Othon Mora, MCM, CBO
Community Development Director

RESOLUTION NO. 2023-20

RESOLUTION APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT BY THE AUTHORITY FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN FACILITIES FOR THE BENEFIT OF LA BRUCHERIE APARTMENTS, LP

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”), certain public agencies (the “Members”) have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”) in order to form the California Municipal Finance Authority (the “Authority”), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, the City of Imperial (the “City”), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

WHEREAS, there is now before this City Council (the “City Council”) the form of the Agreement; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

WHEREAS, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of capital projects; and

WHEREAS, La Brucherie Apartments, LP (the “Borrower”) a partnership of which MirKa Investments, LLC (the “Developer”) or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$25,000,000 in aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at East of La Brucherie Road between West 12th Street and West 15th Street, Imperial, California (the “Project”); and

WHEREAS, in order for the interest on the Bonds to be tax-exempt, Section 147(f) of the Code, requires that an “applicable elected representative” of the governmental unit, the geographic jurisdiction of which contains the site of facilities to be financed with the proceeds of the Bonds,

hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing; and

WHEREAS, the Authority has determined that the City Council is an “applicable elected representative” for purposes of holding such hearing; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and, the requirements of Section 4 of the Agreement; and

WHEREAS, notice of such public hearing has been duly given as required by the Code, and this City Council has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing or refinancing of the Project and the Authority’s issuance of the Bonds therefor; and

WHEREAS, it is in the public interest and for the public benefit that the City Council approve the issuance of the Bonds by the Authority for the aforesaid purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. The Agreement is hereby approved and the Mayor or the designee thereof is hereby authorized and directed to execute said document, and the City Clerk or such Clerk’s designee is hereby authorized and directed to attest thereto.

Section 3. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds (a) by the “applicable elected representative” of the governmental unit having jurisdiction over the area in which the Project is located in accordance with Section 147(f) of the Code and; (b) by the City Council in accordance with Section 4 of the Agreement.

Section 4. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 5. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 6. The executing officers(s), the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements,

documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 7. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, APLC
475 Sansome Street, Suite 1700
San Francisco, CA 94111

Section 8. The City Attorney is authorized to make minor typographical changes to this Resolution that does not change the substance of this Resolution;

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 7th day of June, 2023.

Katherine Burnworth
Mayor

ATTEST:

Kristina Shields
City Clerk

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Municipal Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Municipal Finance Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Imperial has caused this Agreement to be executed and attested by its duly authorized representatives as of the ____ day of _____, 2023.

Member:

CITY OF IMPERIAL

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:

DATE SUBMITTED 05/30/2023
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR OTHON MORA
 DATE ACTION REQUIRED 06/07/2023

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS CHS

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: RESOLUTION ADOPTING PROJECT LIST FOR FISCAL YEAR 2023-2024 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT	
BACKGROUND/SUMMARY: On April 28, 2017 the Governor signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017 to address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1: increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. A percentage of the Road Maintenance and Rehabilitation Account (RMRA) funding will be apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. The City will receive \$531,806 in RMRA funds for FY 2023-2024. See attached Exhibit "A". Prior to receiving RMRA funds from the Controller in a fiscal year, we must submit to the Commission a list of projects proposed to be funded with these funds as shown in Resolution attached. Project list is as follows: <u>Project #1</u> - La Brucherie Road Widening from Aten Boulevard to South City Limits. <u>Project #2</u> - 7th Street Rehabilitation Project from "D" Street and "F" Street. <u>Project #3</u> - Aten Boulevard Pedestrian and Storm Drain Improvements between Access Way and Old SR-86	
FISCAL IMPACT: \$531,806 in SB1 RMRA funds for FY 2023-2024	ADMIN SERVICES SIGN INITIALS <u>DP</u>
STAFF RECOMMENDATION: Staff recommends approval of a resolution adopting the project list for fiscal year 2023-2024 funded by SB 1: The Road Repair and Accountability Act of 2017.	DEPT. INITIALS <u>OM</u>
MANAGER'S RECOMMENDATION: <i>approve staff recommendation</i>	CITY MANAGER'S INITIALS <u>JHM</u>
MOTION: SECONDED: AYES: NAYES: ABSENT: APPROVED () DISAPPROVED () REFERRED TO: REJECTED () DEFERRED ()	

RESOLUTION NO. 2023-19

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-2024 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of the City of Imperial are aware of the projects proposed for funding in our community and which project has been completed each fiscal year; and

WHEREAS, the City of Imperial must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1, in the City's budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive and estimated \$531,806.00 in RMRA funding in Fiscal Year 2023-2024 from SB1; and

WHEREAS, the funding from SB1 will help the City maintain and rehabilitate major streets and roadways throughout the City this year and several similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in a very poor condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition; and

WHEREAS, without revenue from SB1, the City, would have otherwise been postponing or canceling projects throughout the community; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

Project #1: La Brucherie Road Widening Project
Location: La Brucherie Road from Aten Boulevard to South City Limits
Description: Increasing from a 2-lane to a 4-lane roadway configuration, including removal & replacement of exiting AC pavement, new street lights, new concrete curb & gutter and new sidewalks.

Estimated
Useful Life: 25-30 years

Anticipated
Year of
Construction: September 2022

Project #2: 7th Street Rehabilitation Project from “D” Street and “F” Street
Location: 7th Street from “D” Street and “F” Street
Description: Full road reconstruction with a pavement structure of 9” of Class II and 3” AC pavement, new PCC sidewalk to fill gaps and new PCC curb & gutter.

Estimated
Useful Life: 25-30 years

Anticipated
Year of
Construction: June 2023

Project #3: Aten Boulevard Pedestrian and Storm Drain Improvements between Access Way and Old SR-86
Location: North Side of Aten Boulevard between Access Way and Old SR86
Description: New PCC sidewalk, Curb and Gutter, ADA Ramps and Storm Drain System

Estimated
Useful Life: 25-30 years

Anticipated
Year of
Construction: June 2023

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Senate Bill 1 (SB 1) to terminate an agency's project and reprogram State funds as deemed necessary.

The City Attorney is authorized to make minor typographical changes to this Resolution that does not change the substance of this Resolution;

PASSED AND ADOPTED by the City of Imperial City Council during a Regular Meeting this 3rd day of May 2023.

Katherine Turner, Mayor

ATTEST:

Kristina Shields
City Clerk

Local Streets and Roads - Projected Revenues

EXHIBIT B A

Estimated January 2023

	2022-23			2023-24		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
HUMBOLDT COUNTY						
ARCATA	486,687	403,228	889,914	539,701	459,599	999,300
BLUE LAKE	36,747	26,113	62,860	40,181	29,763	69,944
EUREKA	704,214	585,084	1,289,297	781,137	666,878	1,448,015
FERNDALE	41,606	30,212	71,817	45,578	34,435	80,013
FORTUNA	329,638	271,558	601,197	365,341	309,522	674,863
RIO DELL	92,859	73,458	166,317	102,517	83,727	186,244
TRINIDAD	13,691	6,658	20,349	14,566	7,589	22,156
County of Humboldt	5,815,332	5,650,448	11,465,780	6,453,221	6,440,377	12,893,598
Total Cities & County: Humboldt	7,520,774	7,046,759	14,567,532	8,342,242	8,031,891	16,374,133
IMPERIAL COUNTY						
BRAWLEY	695,788	584,541	1,280,330	771,947	666,260	1,438,206
CALEXICO	994,975	839,855	1,834,831	1,104,397	957,267	2,061,664
CALIPATRIA	174,819	143,381	318,200	193,500	163,425	356,926
EL CENTRO	1,149,957	972,110	2,122,067	1,276,610	1,108,011	2,384,620
HOLTVILLE	148,235	120,695	268,930	163,960	137,568	301,528
IMPERIAL	555,556	466,579	1,022,135	616,345	531,806	1,148,151
WESTMORLAND	57,139	43,810	100,949	62,846	49,935	112,781
County of Imperial	9,675,696	10,488,506	20,164,202	10,788,482	11,954,792	22,743,274
Total Cities & County: Imperial	13,452,165	13,659,478	27,111,644	14,978,087	15,569,064	30,547,151
INYO COUNTY						
BISHOP	105,027	83,912	188,939	116,040	95,643	211,682
County of Inyo	3,353,266	3,475,512	6,828,778	3,664,514	3,961,386	7,625,900
Total City & County: Inyo	3,458,293	3,559,424	7,017,717	3,780,554	4,057,029	7,837,582

DATE SUBMITTED 05/31/2023
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 06/07/2023

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 488

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: MAYFIELD SUBDIVISION UNIT 3C RECONVEYANCE - LOTS 311, 370-380, 364-369 and 384-390 PER FM 27/86-89 1. AUTHORIZE PARTIAL RECONVEYANCE TO IMPERIAL RANCH PARTNERS, LLC				
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT				
BACKGROUND/SUMMARY: City staff conducted regular field inspection during the construction of the off-site improvements of Mayfield Subdivision Unit 3C. At this time the improvements have been completed. Now the developer is requesting Partial Reconveyance of lots 311, 370-380, 364-369 and 384-390 PER FM 27/86-89. See Exhibit "A" (FM 27-86-89) attached herewith for details. At this time all off-site improvements have been found to be complete.				
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS <u>Dep</u>			
STAFF RECOMMENDATION: Staff recommends authorization of Partial reconveyance regarding lots 311, 370-380, 364-369 and 384-390 PER FM 27/86-89	DEPT. INITIALS <u>SM</u>			
MANAGER'S RECOMMENDATION: <u>approve staff recommendation</u>	CITY MANAGER'S INITIALS <u>Stam</u>			
MOTION: <table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

EXHIBIT "A"

FM B27 P86

SHEET 1 OF 4 SHEETS

MAYFIELD RANCH UNIT NO. 3C

A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 106, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE, THE PARTIES LISTED BELOW, ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND SUBDIVIDED BY THIS MAP AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP CONSISTING OF FOUR (4) SHEETS AND DESCRIBED IN THE CAPTION THEREOF. WE HEREBY OFFER FOR DEDICATION TO PUBLIC USE, A PORTION OF FIRST STREET, A PORTION OF SECOND STREET, A PORTION OF FOURTH STREET, PORTION OF SADDLEBACK DRIVE, A PORTION OF MEADOWBROOK DRIVE, A PORTION OF CROSS ROAD, LOT "A", LOT "B", LOT "C", LOT "D", AND THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS MAP AND BEING A PART OF THIS SUBDIVISION.

MORNINGSIDE VENTURES, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: MARTIN D. OLSON DATE: 12-2-19
FOR: MORNINGSIDE VENTURES, LLC
TITLE: SOLE MEMBER

SUPPORTING DOCUMENTS:

THE FOLLOWING DOCUMENTS WERE RECORDED CONCURRENTLY WITH THIS FINAL MAP AS OFFICIAL RECORDS OF THE COUNTY OF IMPERIAL, IN SUPPORT OF THIS MAP:

TITLE: Owners Certificate INSTRUMENT NO. 2020003675
TITLE: Minutes of Meeting of Minutes INSTRUMENT NO. 2020003678
TITLE: TAX CERTIFICATE INSTRUMENT NO. 2020003676
TITLE: TAX CERTIFICATE INSTRUMENT NO. _____
TITLE: SUBDIVISION GUARANTEE INSTRUMENT NO. 2020003677
TITLE: Subdivision Agreement & Security INSTRUMENT NO. 2020003679
TITLE: Short Form Deed of Trust & Assignment of Rents INSTRUMENT NO. 2020003680
TITLE: _____ INSTRUMENT NO. _____
TITLE: _____ INSTRUMENT NO. _____
TITLE: _____ INSTRUMENT NO. _____
TITLE: _____ INSTRUMENT NO. _____

LEGAL DESCRIPTION:

THE SOUTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 106, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN MAYFIELD RANCH UNIT NO. 1, AS PER MAP RECORDED IN BOOK 25 PAGE 15, THROUGH 18 OF FINAL MAPS AND ANY PORTION LYING WITHIN MAYFIELD RANCH UNIT NO. 2, AS PER MAP RECORDED IN BOOK 25 PAGE 19 THROUGH 22 OF FINAL MAPS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN MAYFIELD RANCH UNIT NO. 3A, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 27 PAGE 23 OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY, AND THAT PORTION LYING WITHIN MAYFIELD RANCH UNIT NO. 3B, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 27 PAGE 27 OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY.

ALSO EXCEPTING THEREFROM ALL OF THE OIL, GAS, HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS, WHETHER SOLID, LIQUID OR GASEOUS, INCLUDING, BUT NOT LIMITED TO HOT WATER, STEAM, GEOTHERMAL RESOURCES, GEOTHERMAL ENERGY AND EXTRACTABLE MINERALS IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF; WITHOUT, HOWEVER, THE RIGHT OF ENTRY THROUGH THE SURFACE THEREOF FOR THE PURPOSE OF PRODUCTION AND EXTRACTION OF THE AFORESAID MINERALS AS RESERVED BY T.A.D. FARMS, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED APRIL 18, 1991 AS INSTRUMENT NO. 6921 IN BOOK 1670 PAGE 1730 OF OFFICIAL RECORDS, AND RECORDED JULY 17, 1991 AS INSTRUMENT NO. 13286 IN BOOK 1677 PAGE 905 OF OFFICIAL RECORDS.

SIGNATURE OMISSION STATEMENT:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED AS THEIR INTEREST CANNOT OPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

- [8] AN AGREEMENT BY AND BETWEEN ALLAN R. HEYNER AND H.T. McWILLIAMS, RECORDED IN BOOK 848, PAGE 90 OF OFFICIAL RECORDS. SAID AGREEMENT IS LISTED IN THE TITLE REPORT, BUT IS NOT APPURTENANT TO THE LAND SUBDIVIDED HEREIN.
- [9] AN EASEMENT FOR A SUPPLY CANAL, AND RIGHTS INCIDENTAL THEREIN IN FAVOR OF ALLAN R. HEYNER, RECORDED APRIL 14, 1953 IN BOOK 860, PAGE 5 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECTS OVER THE EAST 30 FEET OF SAID LAND. (PLOTTED).
- [10] AN EASEMENT FOR OPEN AND/OR UNDERGROUND CONCRETE LINED CANALS, OVERHEAD AND/OR UNDERGROUND TELEPHONE AND/OR ELECTRIC POWER LINES, AND RIGHTS INCIDENTAL THEREIN IN FAVOR OF IMPERIAL IRRIGATION DISTRICT, RECORDED NOVEMBER 2, 1990 IN BOOK 1658, PAGE 1388 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECTS OVER A STRIP OF LAND 50 FEET IN WIDTH, THE CENTER LINE OF WHICH IS THE CENTER LINE OF THE CONCRETE LINED DATE LATERAL 7 CANAL (10-31-1990) CONSTRUCTED ACROSS THE SOUTH SIDE OF SAID LANDS. (PLOTTED)

CITY CLERK'S CERTIFICATE:

I, DEBRA JACKSON, CITY CLERK OF THE CITY OF IMPERIAL, CALIFORNIA, HEREBY STATE THAT THE CITY OF IMPERIAL CITY COUNCIL, ON 02-05-2020, HAS APPROVED THIS FINAL MAP, CONSISTING OF FOUR (4) SHEETS, AS THE OFFICIAL MAP OF MAYFIELD RANCH UNIT NO. 3C, FOR SUBDIVISION PURPOSES IN ACCORDANCE WITH THE APPROVAL OF THE TENTATIVE MAP THEREOF AND ANY APPROVED ALTERATIONS THEREOF AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE OFFER FOR DEDICATION OF PUBLIC ROADS AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS MAP.

Debra Jackson
CITY CLERK OF THE CITY OF IMPERIAL

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

I, OTHON MORA, COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF IMPERIAL, HEREBY STATE THAT THIS FINAL MAP, CONSISTING OF FOUR (4) SHEETS, CONFORMS WITH THE TENTATIVE MAP, ANY APPROVED ALTERATIONS THEREOF, AND THE CONDITIONS RELATED THEREIN, AS APPROVED BY THE PLANNING COMMISSION ON SEPTEMBER 19, 2007.

Othon Mora 2/11/2020
CITY OF IMPERIAL DATE

SOILS REPORT:

A SOILS REPORT HAS BEEN PREPARED SPECIFICALLY FOR THIS SUBDIVISION BY LANDMARK CONSULTANTS, INC., PROJECT NO. LE05452, DATED DECEMBER 7, 2003, BY REGISTERED CIVIL ENGINEER NO. 31921. A COPY OF SAID REPORT IS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MORNINGSIDE VENTURES, LLC, ON MAY 2019. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 90 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RE-TRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF.

DATED: 11-26-19

David Beltran
DAVID BELTRAN L.S. 8482



ACTING CITY SURVEYOR'S STATEMENT:

I, GORDON O. OLSON, ACTING CITY SURVEYOR OF THE CITY OF IMPERIAL, HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF FOUR (4) SHEETS, THAT THE SUBDIVISION SHOWN HEREWITH IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AS APPROVED ON NOVEMBER 2019, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF LOCAL ORDINANCES APPLICABLE WHEN THE TENTATIVE MAP WAS APPROVED, AND ALL THE REQUIREMENTS OF CHAPTER 2, ARTICLE 2 OF THE SUBDIVISION MAP ACT, AS AMENDED JANUARY 1, 2019 HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: 12-02-19

Gordon O. Olson
GORDON O. OLSON, PLS 7107
ACTING CITY LAND SURVEYOR



TITLE COMPANY'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PERSONS SPECIFIED IN THE OWNER'S STATEMENT SHOWN HEREON ARE THE OWNERS AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS TITLE TO THE LAND WITHIN THIS SUBDIVISION.

Morgan Chaney
NAME: Morgan Chaney
TITLE OFFICER: STEWART TITLE

11-26-19
DATE

COUNTY RECORDER'S STATEMENT:

FILED THIS 26th DAY OF February, 2020 AT 3:55 PM IN BOOK 27 OF FINAL MAPS, AT PAGE 86, AT THE REQUEST OF DYNAMIC CONSULTING ENGINEERS, INC.

FEES: \$91.00

DOCUMENT: 2020003674

Chuck Storey
CHUCK STOREY, COUNTY RECORDER

DCE JOB NO. 650818 DATE: 06/07/2019

Dynamic CONSULTING ENGINEERS

EXHIBIT "A"

MAYFIELD RANCH UNIT NO. 3C

SHEET 2 OF 4 SHEETS

FM B27 P87

CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT HEREOF.

PROCEDURE OF SURVEY

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS NORTH 00°16'16" WEST, WHICH IS THE BEARING OF THE EASTLY RAILROADY LINE OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 106, TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDINO MOUNTAIN, IN THE CITY OF IMPERIAL, THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO FM 27-27.

SURVEYOR'S NOTES:

1. BEARING AND PLUMB LOT NUMBERS ARE 276 THROUGH 420.
2. TOTAL AREA (GROSS) IS 22,879 ACRES.
3. ALL DISTANCE TO THE HUNDREDTH OF A FOOT.
4. DISTANCE TO THE HUNDREDTH OF A FOOT.
5. A 1/2" REBAR PLASTIC STAKED "T.S. BAR" WILL BE SET AT ALL LOT CORNERS WITHIN 90 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS, EXCEPT OCCUPANCY OF BUILDINGS AND/OR STRUCTURES WILL NOT BE ALLOWED ON LOTS WITHOUT THE MONUMENTS ARE SHOWN HEREON.
6. MONUMENTS WILL BE SET AT A 5.00' OFFSET TO THE INTERSECTION, THE PLACEMENT OF THE MONUMENTS ARE SHOWN HEREON.
7. LEAD WITH BRASS TAG STAKED "T.S. BAR" WILL BE SET WHERE CENTERLINE INTERSECTIONS CONFLICT WITH SENIOR MONUMENTS, THE CENTERLINE CORNERS SET FOR THAT LOT WHERE SAID CORNERS FALL IN AREAS OF CONCRETE, A CONCRETE OR BUILDINGS AND/OR STRUCTURES WILL NOT BE ALLOWED ON LOTS WITHOUT THE MONUMENTS ARE SHOWN HEREON.
8. LOTS "A", "B", "C", AND "D" ARE DEDICATED TO THE CITY OF IMPERIAL FOR MAINTENANCE AND OPERATION OF STORM DRAIN LINE AND IN REMAINING BASIN PURPOSES.
9. THE INCIDENTAL DISTANCES SHOWN ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERRORS.

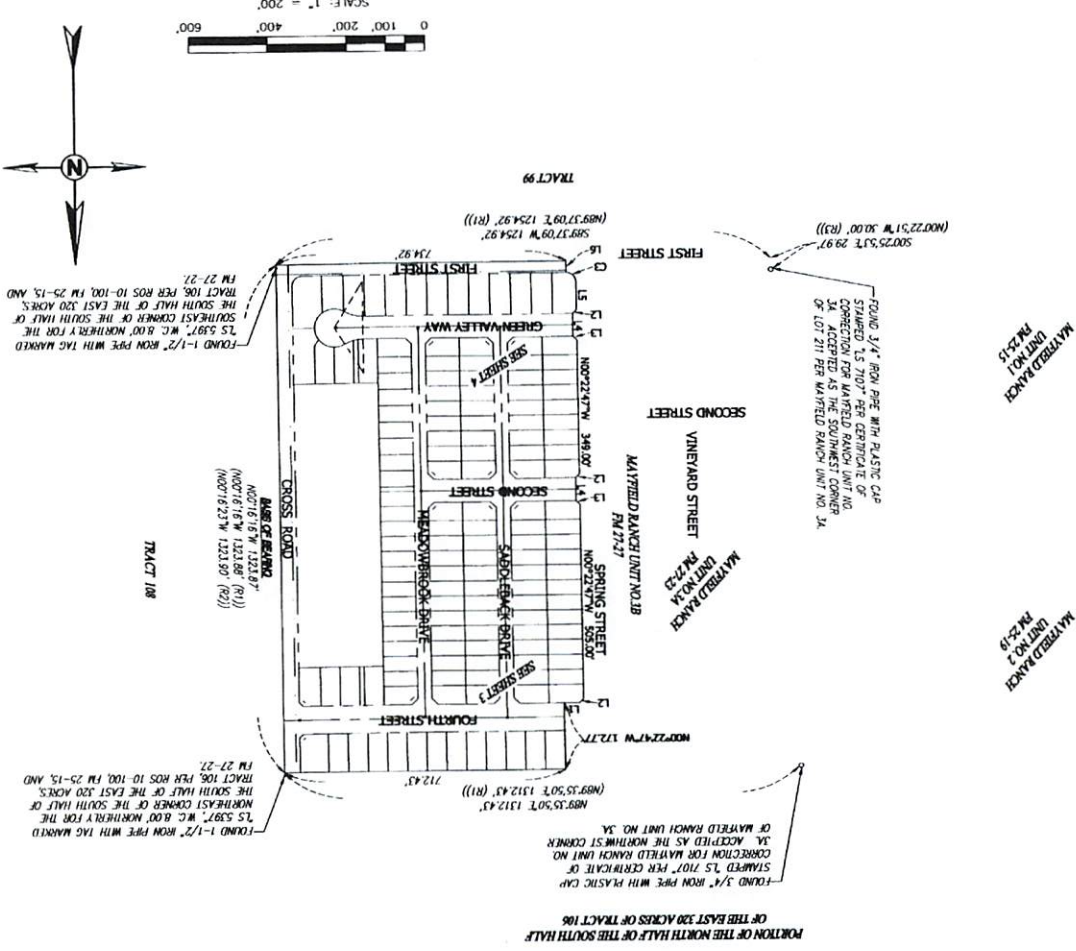
LEGEND:

- FOUND MONUMENT AS NOTED
- SET A 4-INCH DIA. CONCRETE CHALKER W/BRASS TAG STAKED "T.S. BAR", IN WELL BOX
- △ 10.00-FOOT PUBLIC UTILITY EASEMENT, GRANTED HEREON
- 9 AN EASEMENT GRANTED TO ALLAN R. HENDERSON, RECORDED 4/14/1953 IN BOOK 880, PAGE 5 OF OFFICIAL RECORDS
- 10 AN EASEMENT GRANTED TO IMPERIAL REGIONAL DISTRICT, RECORDED 11/7/1990 IN BOOK 1659, PAGE 1388 AS FILE NO. 90019501 OF O.R.
- (R1) INDICATES RECORDED DATA PER MAYFIELD RANCH UNIT NO. 3B PER FM 27-27
- (R2) INDICATES RECORDED DATA PER RECORDED OF SURVEY IN BOOK 10, PAGE 100 OF RECORD OF SURVEY MAPS
- (R3) INDICATES RECORDED DATA PER MAYFIELD RANCH UNIT NO. 3A PER FM 27-27
- STREET CENTER LINE
- LOT LINE
- PUBLIC UTILITY EASEMENT LINE
- SUBMISSION BOUNDARY

LINE DATA TABLE	
NO.	BEARING
L1	N89°27'13"E 40.00' (R1)
L2	N44°37'13"E 14.14' (R1)
L3	N45°22'47"W 60.00' (R1)
L4	N00°22'47"W 21.83' (R1)
L5	N00°22'47"W 21.83' (R1)
L6	N00°22'51"W 30.00' (R1)

CURVE DATA TABLE	
NO.	DELTA
C1	89°59'57"
REFERENCE	
39.27	90°00'00" R=25.00' L=39.27' (R1)

Dynamic CONSULTING ENGINEERS
DATE: 08/07/2019
DCE JOB NO. 650618



MAYFIELD RANCH UNIT NO. 3C

SHEET 3 OF 4 SHEETS



NO.	READING	LENGTH	REFERENCE
17	MS573E	4.16	MS573E
18	MS573E	4.16	MS573E
19	MS573E	4.16	MS573E
20	MS573E	4.16	MS573E
21	MS573E	4.16	MS573E
22	MS573E	4.16	MS573E
23	MS573E	4.16	MS573E
24	MS573E	4.16	MS573E
25	MS573E	4.16	MS573E
26	MS573E	4.16	MS573E
27	MS573E	4.16	MS573E
28	MS573E	4.16	MS573E
29	MS573E	4.16	MS573E
30	MS573E	4.16	MS573E
31	MS573E	4.16	MS573E
32	MS573E	4.16	MS573E
33	MS573E	4.16	MS573E
34	MS573E	4.16	MS573E
35	MS573E	4.16	MS573E
36	MS573E	4.16	MS573E
37	MS573E	4.16	MS573E
38	MS573E	4.16	MS573E
39	MS573E	4.16	MS573E
40	MS573E	4.16	MS573E
41	MS573E	4.16	MS573E
42	MS573E	4.16	MS573E
43	MS573E	4.16	MS573E
44	MS573E	4.16	MS573E
45	MS573E	4.16	MS573E
46	MS573E	4.16	MS573E
47	MS573E	4.16	MS573E
48	MS573E	4.16	MS573E
49	MS573E	4.16	MS573E
50	MS573E	4.16	MS573E
51	MS573E	4.16	MS573E
52	MS573E	4.16	MS573E
53	MS573E	4.16	MS573E
54	MS573E	4.16	MS573E
55	MS573E	4.16	MS573E
56	MS573E	4.16	MS573E
57	MS573E	4.16	MS573E
58	MS573E	4.16	MS573E
59	MS573E	4.16	MS573E
60	MS573E	4.16	MS573E
61	MS573E	4.16	MS573E
62	MS573E	4.16	MS573E
63	MS573E	4.16	MS573E
64	MS573E	4.16	MS573E
65	MS573E	4.16	MS573E
66	MS573E	4.16	MS573E
67	MS573E	4.16	MS573E
68	MS573E	4.16	MS573E
69	MS573E	4.16	MS573E
70	MS573E	4.16	MS573E
71	MS573E	4.16	MS573E
72	MS573E	4.16	MS573E
73	MS573E	4.16	MS573E
74	MS573E	4.16	MS573E
75	MS573E	4.16	MS573E
76	MS573E	4.16	MS573E
77	MS573E	4.16	MS573E
78	MS573E	4.16	MS573E
79	MS573E	4.16	MS573E
80	MS573E	4.16	MS573E
81	MS573E	4.16	MS573E
82	MS573E	4.16	MS573E
83	MS573E	4.16	MS573E
84	MS573E	4.16	MS573E
85	MS573E	4.16	MS573E
86	MS573E	4.16	MS573E
87	MS573E	4.16	MS573E
88	MS573E	4.16	MS573E
89	MS573E	4.16	MS573E
90	MS573E	4.16	MS573E
91	MS573E	4.16	MS573E
92	MS573E	4.16	MS573E
93	MS573E	4.16	MS573E
94	MS573E	4.16	MS573E
95	MS573E	4.16	MS573E
96	MS573E	4.16	MS573E
97	MS573E	4.16	MS573E
98	MS573E	4.16	MS573E
99	MS573E	4.16	MS573E
100	MS573E	4.16	MS573E

1	SET A + NOVA OIA CONCRETE COUNTER W/ BRASS TONGUE
2	FOUND MOUNTING AS NOTED
3	10-00 STOPPED PUBLIC UTILITY EXCAVATION, GRANTED HEREON
4	AN EASEMENT GRANTED TO ALLAN R. HOFFMAN, RECORDED
5	6/14/1953 IN BOOK 1656, PAGE 6 OF 6 CURRENTLY RECORDED
10	11/2/1969 TO HUNTERDALE HUNTINGTON SOCIETY, RECORDED
11	AN EASEMENT GRANTED TO HUNTERDALE HUNTINGTON SOCIETY, RECORDED
12	11/2/1969 IN BOOK 1656, PAGE 1588 AS FILE NO 30015057 OF O.R.
13	NOVEMBER 1953 OIA DATA PER MANIFESTED RANCH UNIT NO. 3A
14	PER 10-27-22
15	STREET CENTER LINE
16	LOT LINE
17	PUBLIC UTILITY EASEMENT LINE
18	SEWERAGE DRAINAGE

1. BEGINNING AND ENDING LOT NUMBERS ARE 7/8 THROUGH 420
2. TOTAL AREA OF LOTS IS 144
3. DISTANCE FROM LOT 5/8 TO FIRST SHOWN MEASUREMENT BEING 200 FEET
4. DISTANCE THAT EXTENDS TO THE HINGEPOINT OF A FOOT
5. DISTANCE SHOWN HEREON ARE ROUND MEASUREMENT DISTANCES
6. A 1/2" X 1/8" BEARING AND PLASTIC PIPE SHOWN THIS BEARS WILL BE
SET AT ALL LOT CORNERS WITH 30 DAYS OF COMPLETION OF PUBLIC
WORKS
7. STRONGESTS DEPT. COMPANY OR PLUMBERS AND
FOR THAT LOT. MEANS GAS CORNERS FALL IN DAYS OF CONCRETE. A
LEAD WITH BRASS TIE STAMPED "T.S. 1981" WILL BE SET
WITH CONCERNING INTERFERENCES CONFLICT WITH STREET MANHOLES.
8. INTERSECTION WILL BE SET AT 1.000' OFFSET TO
THE RIGHT OF THE EASEMENT
9. THE CENTRAL DISTANCE INDICATED DUE TO ROUND OFF ERRORS.

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:

City of Imperial
420 S Imperial Ave
Imperial, CA 92251

SPACE ABOVE THIS LINE FOR RECORDERS USE

PARTIAL RECONVEYANCE

City of Imperial, as Substituted Trustee as per the Substitution of Trustee recorded June 5, 2015 as instrument No. 2015-011310 of official records. Under the Deed of Trust, dated January 14, 2014 executed by Imperial Ranch Partners, LLC, a California Limited Liability Company, as Trustor(s), and recorded on January 15, 2014, as instrument No. 2014000744 of the Official Records in the Office of the County Recorder of Imperial County, State of California, having received from the Beneficiary under said Deed of Trust a written request to reconvey, do hereby reconvey, in accordance with said request and the provisions of said Deed of Trust, without warranty, to the person or persons legally entitled thereto, all right, title and interest heretofore acquired and now held by said Trustee, in and to the portion of the real property described in said Deed of Trust, located in the County of Imperial, State of California and described as follows:

SEE ATTACHED EXHIBIT 'A' LEGAL DESCRIPTION

Dated: March 31, 2023

City of Imperial, a California
A Municipal Corporation, as Trustee

By: _____
Dennis Morita-Interim, City Manager

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 Imperial

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/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(seal)

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Imperial, City of Imperial and described as follows:

Lot 311 and Lots 370-380, Mayfield Ranch Unit No. 3C, in the City of Imperial, County of Imperial, State of California, according to Map on file in Book 27 Pages 86 through 89 of Final Maps in the Office of the County Recorder of Imperial County.

Also excepting therefrom all of the oil, gas, hydrocarbon substances and all other minerals, whether solid, liquid or gaseous; including, but not limited to hot water, steam, geothermal resources, geothermal energy and extractable minerals in and under said land lying below a depth of 500 feet from the surface thereof; without, however, the right of entry through the surface thereof for the purpose of production and extraction of the aforesaid minerals as reserved by F.A.D. Farms, Inc., a California corporation, in Deed recorded April 18, 1991 as Instrument No. 6921 in Book 1670 Page 1730 of Official Records, and recorded July 17, 1991 as Instrument No. 13286 in 1677 Page 905 of Official Records.

And

Lotst 364-369 and Lots 384-390, Mayfield Ranch Unit No. 3C, in the City of Imperial, County of Imperial, State of California, according to Map on file in Book 27 Pages 86 through 89 of Final Maps in the Office of the County Recorder of Imperial County.

Also excepting therefrom all of the oil, gas, hydrocarbon substances and all other minerals, whether solid, liquid or gaseous; including, but not limited to hot water, steam, geothermal resources, geothermal energy and extractable minerals in and under said land lying below a depth of 500 feet from the surface thereof; without, however, the right of entry through the surface thereof for the purpose of production and extraction of the aforesaid minerals as reserved by F.A.D. Farms, Inc., a California corporation, in Deed recorded April 18, 1991 as Instrument No. 6921 in Book 1670 Page 1730 of Official Records, and recorded July 17, 1991 as Instrument No. 13286 in 1677 Page 905 of Official Records.

VICTERRA, Inc.
Mayfield Ranch Unit 3C

Phase: **5B**

Project # Victoria Terraza
 Zip Code: 92251
 Unit #: 3C

Sequence Sheet

Date:
 2/9/2022

Production Mix:						
Plan	1	1R	2	2R	3	3R
1st Fl	1110	1110	1202	1202	1347	1347
Sq Ft	1110	1110	1202	1202	1347	1347
Gar Sq Ft	381	381	382	382	381	381
Total Sq Ft	1491	1491	1584	1584	1728	1728
A.	0	0	3	0	3	1
B.	0	0	4	1	3	0
C.	0	0	0	0	0	0
Total	0	0	7	1	6	1

Total

Sequence	Phase	Lot #	Plan	Elevation	Facing House Gar On The	L=Left R=Right	Color	Stucco	Roof	Address			Structural Pre Plot	Permit Numbers	A P N #
							Sch #		Tile	Number	Street	Lot Size SF			
1	Phase 5B	376	3	B		L=Left	6	Egg Shell	SCB-8825	2743	MeadowBrook Drive	4015		18183	044-718-052-000
2		375	2	A		L=Left	3	Oatmeal	3605	2741	MeadowBrook Drive	3354		18182	044-718-051-000
3		374	3	B		L=Left	6	Egg Shell	SCB-8825	2739	MeadowBrook Drive	3354		18181	044-718-050-000
4		373	2	B		L=Left	4	Mesa Verde	4602	2737	MeadowBrook Drive	3354		18180	044-718-049-000
5		372	3	A		L=Left	5	Crystal White	3687	2735	MeadowBrook Drive	3354		18179	044-718-048-000
6		371	2	A		L=Left	3	Oatmeal	3605	2733	MeadowBrook Drive	3354		18178	044-718-047-000
7		370	2	B		L=Left	4	Mesa Verde	4602	2731	MeadowBrook Drive	3354		18177	044-718-046-000
8		383	2	B		L=Left	4	Mesa Verde	4602	2730	MeadowBrook Drive	3354		18190	044-716-029-000
9		382	3	A		L=Left	5	Crystal White	3687	2732	MeadowBrook Drive	3354		18189	044-716-028-000
10		381	2	B		L=Left	4	Mesa Verde	4602	2734	MeadowBrook Drive	3354		18188	044-716-027-000
11		380	3	A		L=Left	5	Crystal White	3687	2736	MeadowBrook Drive	3354		18187	044-716-026-000
12		379	3	B		L=Left	6	Egg Shell	SCB-8825	2738	MeadowBrook Drive	3354		18186	044-716-025-000
13		378	2	A		L=Left	3	Oatmeal	3605	2740	MeadowBrook Drive	3354		18185	044-716-024-000
14		377	2	BR		R=Right	4	Mesa Verde	4602	2742	MeadowBrook Drive	4016		18184	044-716-023-000
15		311	3	AR		R=Right	5	Crystal White	3687	2701	SaddleBack Drive	4135	PARKING	18191	044-719-010-000

VICTERRA, Inc.
Mayfield Ranch Unit 3C

Phase: **5A**

Project # Victoria Terraza
 Zip Code: 92251
 Unit #: 3C

Sequence Sheet

Date:
 1/4/2022

Production Mix:						
Plan	1	1R	2	2R	3	3R
1st Fl	1110	1110	1202	1202	1347	1347
Sq Ft	1110	1110	1202	1202	1347	1347
Gar Sq Ft	381	381	382	382	381	381
Total Sq Ft	1491	1491	1584	1584	1728	1728
A.	1	0	3	1	1	0
B.	1	0	4	0	2	0
C.	0	0	0	0	0	0
Total	2	0	7	1	3	0

Total

Sequence	Phase	Lot #	Plan	Elevation	Facing House Gar On The	L=Left R=Right		Color Sch #	Stucco	Roof Tile	Address			Structural Pre Plot	Permit Numbers	A P N #
											Number	Street	Lot Size SF			
1	Phase 5A	364	2	AR		R=Right	3	Oatmeal	3605	2719	MeadowBrook Drive	4015			18164	044-718-040-000
2		365	2	B		L=Left	4	Mesa Verde	4602	2721	MeadowBrook Drive	3354			18165	044-718-041-000
3		366	3	B		L=Left	6	Egg Shell	SCB-8825	2723	MeadowBrook Drive	3354			18166	044-718-042-000
4		367	1	A		L=Left	1	Silver Grey	3687	2725	MeadowBrook Drive	3354			18167	044-718-043-000
5		368	2	B		L=Left	4	Mesa Verde	4602	2727	MeadowBrook Drive	3354			18168	044-718-044-000
6		369	3	A		L=Left	5	Crystal White	3687	2729	MeadowBrook Drive	3354			18169	044-718-045-000
7		384	2	A		L=Left	3	Oatmeal	3605	2728	MeadowBrook Drive	3354			18170	044-716-030-000
8		385	2	B		L=Left	4	Mesa Verde	4602	2726	MeadowBrook Drive	3354			18171	044-716-031-000
9		386	1	B		L=Left	2	Dove Grey	4602	2724	MeadowBrook Drive	3354			18172	044-716-032-000
10		387	2	A		L=Left	3	Oatmeal	3605	2722	MeadowBrook Drive	3354			18173	044-716-033-000
11		388	2	B		L=Left	4	Mesa Verde	4602	2720	MeadowBrook Drive	3354			18174	044-716-034-000
12		389	2	A		L=Left	3	Oatmeal	3605	2718	MeadowBrook Drive	3354			18175	044-716-035-000
13		390	3	B		L=Left	6	Egg Shell	SCB-8825	2716	MeadowBrook Drive	3354			18176	044-716-036-000

DATE SUBMITTED 05/30/2023
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 06/07/2023

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 428

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: MONTERREY PARK UNIT 4C FINAL MAP

1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR MONTERREY PARK UNIT 4C
2. AUTHORIZE CITY CLERK TO RECORD FINAL MAPS AND RELATED DOCUMENTS

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT

BACKGROUND/SUMMARY:

Staff completed its review of the Final Map for Monterrey Park Unit 4C and finds all items acceptable. The approved cost estimate for required off-site improvements for Unit 4C is \$1,621,236.13 which is included in the Subdivision Agreement. Security for the off-site improvements will be in the form of a First Lien position in specified real estate property, similar to those approved in other subdivisions. There is sufficient value in the property involved to secure the required amount.

FISCAL IMPACT: NO FISCAL IMPACT

ADMIN SERVICES SIGN INITIALS De

STAFF RECOMMENDATION:

Staff recommends the following:

- 1) APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR MONTERREY PARK UNIT 4C
- 2) AUTHORIZE CITY CLERK TO RECORD FINAL MAPS AND RELATED DOCUMENTS

DEPT. INITIALS owl

MANAGER'S RECOMMENDATION: approve

CITY MANAGER'S INITIALS 0 km

MOTION:

SECONDED:	APPROVED ()	REJECTED ()
AYES:	DISAPPROVED ()	DEFERRED ()
NAYES:		
ABSENT:	REFERRED TO:	

EXHIBIT "A"

MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4C

SHEET 1 OF 3 SHEETS

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT:

I, MATTHEW W. SPIRO, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF THREE (3) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION ON JANUARY 26, 2019; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN SUCH TIME AS IS INDICATED ON THE ATTACHED SHEETS) AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



Matthew W. Spiro
MATTHEW W. SPIRO, L.S. 8461
LICENSE EXPIRES 12-31-2024

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PACIFIC WEST DEVELOPMENT ON JANUARY 26, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



Matthew W. Spiro
MATTHEW W. SPIRO, L.S. 8461
LICENSE EXPIRES 12-31-2024

ACTING CITY SURVEYOR'S STATEMENT:

I, DAVID BELTRAN, ACTING CITY SURVEYOR FOR THE CITY OF IMPERIAL, HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF THREE (3) SHEETS, THAT THE SUBDIVISION SHOWN HEREWITH IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AS APPROVED ON JUNE 15, 2009; THAT ALL OF THE PROVISIONS OF LOCAL ORDINANCES AND REQUIREMENTS OF CHAPTER 2, ARTICLE 2 OF THE SUBDIVISION MAP ACT AS AMENDED JANUARY 1, 2016, HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAPS MAP IS TECHNICALLY CORRECT.

DATED THIS: 30th DAY OF MAY, 2023



David Beltran
DAVID BELTRAN, PLS 8482
ACTING CITY SURVEYOR
LICENSE EXPIRES 12-31-2024

CITY CLERK'S CERTIFICATE:

I, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IMPERIAL, BY RESOLUTION ADOPTED, 20, HAS APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL STREETS AND PUBLIC UTILITIES EASEMENTS OFFERED FOR DEDICATION AS SHOWN HEREWITH.

KRISTINA SHIELDS
CLERK OF THE CITY COUNCIL

SIGNATURE OMISSIONS STATEMENT:

PURSUANT TO SECTION 86436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED, AND THAT THEIR INTEREST CANNOT RIPEN INTO FEE TITLE.

- IMPERIAL LAND COMPANY, AN EASEMENT FOR A RIGHT OF WAY TO CONSTRUCT AND OPERATE IRRIGATION DITCHES, TELEPHONE AND TELEGRAPH LINES, A RAILROAD AND INCIDENTAL PURPOSES AS SET FORTH IN A DOCUMENT RECORDED AUGUST 25, 1909, IN BOOK 27, PAGE 307 OF DEEDS, THE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED OR RECORDED. (NOT PLOTTED)
- IMPERIAL LAND COMPANY, AN EASEMENT FOR A RIGHT OF WAY TO CONSTRUCT AND OPERATE IRRIGATION DITCHES, TELEPHONE LINES, A RAILROAD AND INCIDENTAL PURPOSES AS SET FORTH IN A DOCUMENT RECORDED AUGUST 25, 1909, IN BOOK 27, PAGE 308 OF DEEDS, THE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED OR RECORDED. (NOT PLOTTED)
- IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR POWER LINES AND INCIDENTAL PURPOSES, AS SET FORTH IN A DOCUMENT RECORDED JANUARY 26, 1938, IN BOOK 478, PAGE 547 OF OFFICIAL RECORDS, THE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED OR RECORDED. (NOT PLOTTED)
- IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR ELECTRICAL POWER, DRAINAGE AND/OR CANAL(S) FACILITIES AND INCIDENTAL PURPOSES, AS DEDICATED ON MAP OF MONTERREY PARK SUBDIVISION NO. 1, RECORDED IN BOOK 24, PAGE 63 OF FINAL MAPS. (PLOTTED HEREON)
- COUNTY OF IMPERIAL, AN OVERFLIGHT EASEMENT AS SHOWN ON MAP OF MONTERREY PARK SUBDIVISION NO. 1, RECORDED IN BOOK 24, PAGE 63 OF FINAL MAPS. (BLANKET EASEMENT- NOT PLOTTED)
- COUNTY OF IMPERIAL, AN EASEMENT FOR AVIGATION AND INCIDENTAL PURPOSES, RECORDED MAY 5, 2006 AS INST. NO. 2006-022403 OF OFFICIAL RECORDS. (BLANKET EASEMENT- NOT PLOTTED)
- UNKNOWN ENTITY(IES) RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF LAND LYING WITHIN ANY ROAD, STREET, ALLEY OR HIGHWAY. (PLOTTED HEREON)
- UNKNOWN ENTITY(IES) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. (NOT PLOTTED)

OVERFLIGHT EASEMENT:

THIS PROPERTY IS IN THE AREA SUBJECT TO OVERFLIGHTS BY AIRCRAFT USING IMPERIAL COUNTY AIRPORT, AND AS A RESULT, RESIDENTS MAY EXPERIENCE INCONVENIENCE, ANNOYANCE OR DISCOMFORT ARISING FROM THE NOISE OF SUCH OPERATIONS. STATE LAW (PUBLIC UTILITIES CODE SECTION 21670 ET. SEQ.) ESTABLISHES THE IMPORTANCE OF PUBLIC USE AIRPORTS TO PROTECTION OF THE PUBLIC INTEREST OF THE PEOPLE OF THE STATE OF CALIFORNIA. RESIDENTS OF PROPERTY NEAR A PUBLIC USE AIRPORT SHOULD THEREFORE BE PREPARED TO ACCEPT SUCH INCONVENIENCE, ANNOYANCE OR DISCOMFORT FROM NORMAL AIRCRAFT OPERATIONS. ANY SUBSEQUENT DEED CONVEYING PARCELS OR LOTS SHALL CONTAIN A STATEMENT IN SUBSTANTIALLY THIS FORM.

SOILS REPORT:

A SOILS REPORT APPLICABLE TO THE LAND INCLUDED WITHIN THIS MAP WAS PREPARED BY LANDMARK CONSULTANTS INC., DATED APRIL 1, 2004, UNDER THE DIRECTION OF JEFFREY O. LYON, REGISTERED CIVIL ENGINEER 31921 AS REPORT LE04066. SAID REPORT WAS UPDATED ON SEPTEMBER 16, 2010 AS REPORT UPDATE NO. LE10243, A COPY OF SAID REPORT AND UPDATE IS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS.

SUPPORTING DOCUMENTS:

THE FOLLOWING DOCUMENTS WERE RECORDED AS OFFICIAL RECORDS OF THE COUNTY OF IMPERIAL IN SUPPORT OF THIS FINAL MAP.

TITLE: <u>SUBDIVISION GUARANTEE</u>	INSTRUMENT NO. _____
TITLE: <u>TAX CERTIFICATION</u>	INSTRUMENT NO. _____
TITLE: <u>RESOLUTION</u>	INSTRUMENT NO. _____
TITLE: <u>PUBLIC ROAD AND UTILITY EASEMENT</u>	INSTRUMENT NO. _____
TITLE: _____	INSTRUMENT NO. _____
TITLE: _____	INSTRUMENT NO. _____
TITLE: _____	INSTRUMENT NO. _____

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF REMAINDER PARCEL "A" OF MONTERREY PARK SUBDIVISION NO. 2- UNIT 4A IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE 54 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.

OWNER'S CERTIFICATE:

I, HEREBY CERTIFY THAT I AM THE ONLY PARTY HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP; THAT WE OFFER FOR DEDICATION TO PUBLIC USE ANY STREET AND OTHER PUBLIC EASEMENTS SHOWN UPON SAID MAP AND BEING WITHIN SAID SUBDIVISION.

JUPITER VENTURES I, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: *Daniel R. Doobson* DATE: 04/13/2023
TITLE: Authorized Signatory

NOTARY ACKNOWLEDGEMENT

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 Riverside

ON 4/13/2023 BEFORE ME, Daniel K. Doobson,
PERSONALLY APPEARED Daniel K. Doobson
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 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 THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

Daniel K. Doobson
SIGNATURE OF NOTARY PUBLIC

MY PRINCIPLE PLACE OF BUSINESS IS IN Riverside COUNTY.
MY COMMISSION NUMBER: 2289733
MY COMMISSION EXPIRES ON: 4/20/2023.

TITLE COMPANY CERTIFICATE:

I, HEREBY CERTIFY THAT THE PERSON(S) SPECIFIED IN THE CERTIFICATES HEREON ARE THE OWNERS, AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE.

FIRST AMERICAN TITLE COMPANY

Jesus Duran
TITLE OFFICER

COUNTY RECORDER'S CERTIFICATE:

FILED THIS _____ DAY OF _____, 20____, AT _____
O'CLOCK _____ M. IN BOOK _____, AT PAGES _____, AT THE REQUEST
OF RDS AND ASSOCIATES.
DOC. NO. _____
FEE _____

CHUCK STOREY
COUNTY RECORDER

RDS AND ASSOCIATES

EXHIBIT "A"

MONTEREY PARK SUBDIVISION NO. 2 - UNIT 4C

INDEX SHEET

SURVEYOR'S NOTES:

1. UNLESS SHOWN OTHERWISE ON THIS MAP, ALL LOT CORNERS WILL BE PLACED
ADJACENT TO A 1/4 SECTION. THE 1/4 SECTION WILL BE PLACED TO THE
NORTHWEST CORNER OF THE 1/4 SECTION. IF SAID CORNERS FALL IN AREAS OF
COMPLETION OF PUBLIC IMPROVEMENTS, IF SAID CORNERS FALL IN AREAS OF
CONCRETE, A LEAD AND CROSS SHALL BE STAMPED "15 8401" SHALL BE PLACED
INSTEAD OF THE MENTIONED PREC.

2. SOME INCREMENTAL DISTANCES INDICATED ON THIS MAP MAY NOT SUM TO
THE OVERALL DISTANCES INDICATED DUE TO ROUND-OFF ERROR IN THE
INCREMENTAL DISTANCES.

LEGEND:

☐ INDICATES FD-404 CONC. CYLINDER STAMPED "PLS 7107" IN MON. WELL BOX, PER FM 27/51-53, UNLESS NOTED.

PAGES 1-3, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.

PAGES 54-56, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
PARK SUBDIVISION NO. 2, UNIT 4A, AS RECORDED IN BOOK 27 OF FINAL MAPS,
(ALUC) INDICATES AIRPORT LAND USE COMPATIBILITY PLAN WITH 1996 REVISIONS.

THE TOTAL AREA WITHIN THE DISTINCTIVE BOUNDARY LINE IS 15.22 ACRES.

OFFICE OF THE IMPERIAL COUNTY RECORDER, BEING "EAST".

RDS AND ASSOCIATES

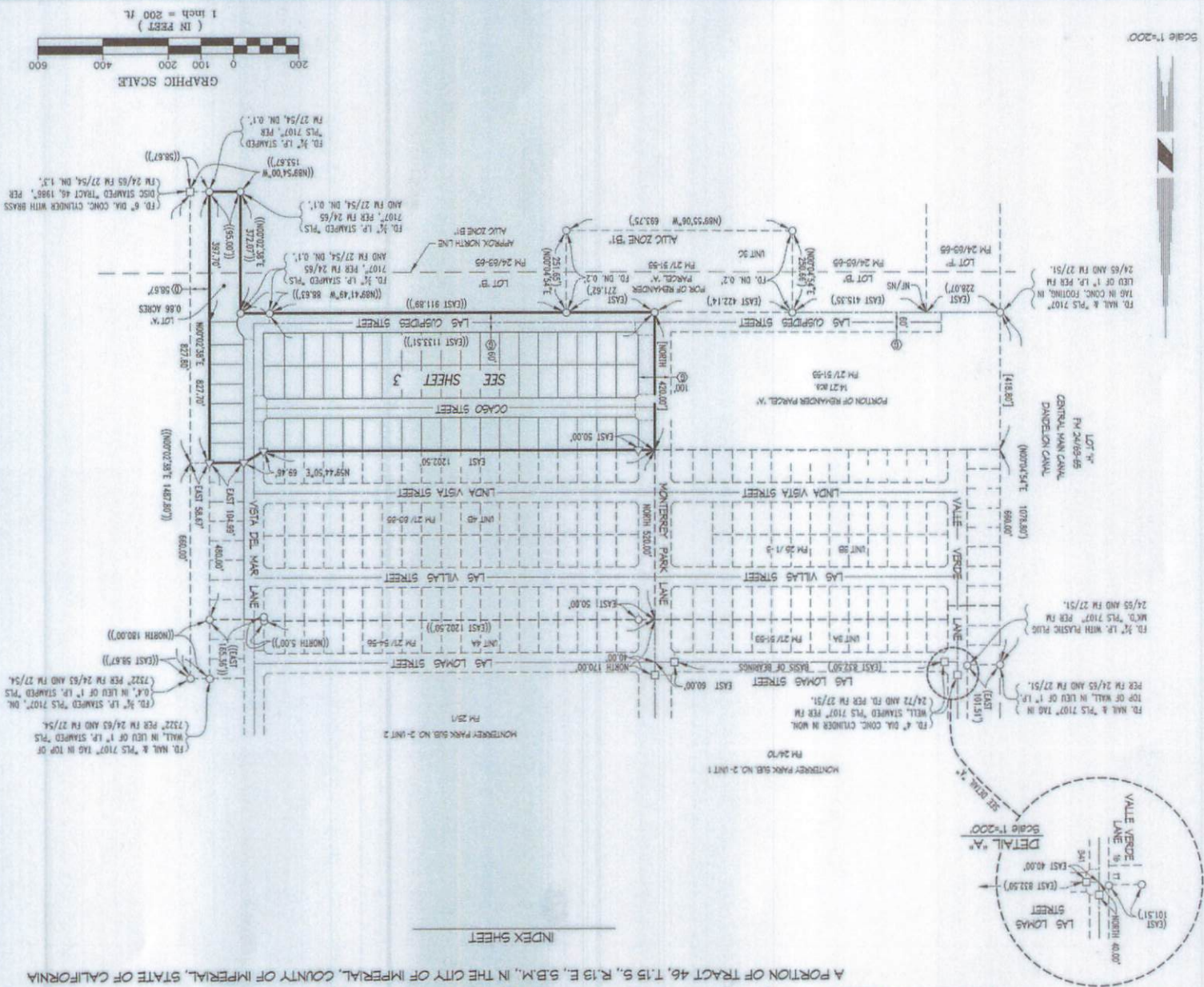


EXHIBIT "A"

MONTEREY PARK SUBDIVISION NO. 2 - UNIT 4C

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF CALIFORNIA

SHEET 3 OF 3 SHEETS

SURVEYOR'S NOTES:

1. UNLESS SHOWN OTHERWISE ON THIS MAP, ALL LOT CORNERS WILL BE MONUMENTED WITH A 1" IRON PIPE TAGGED "S 8461" WITHIN 90 DAYS OF THE COMPLETION OF PUBLIC IMPROVEMENTS. IF SLO CORNERS FALL IN AREAS OF CONCRETE, A LEAD BRASS TAP STAMPED "S 8461" SHALL BE PLACED INSTEAD OF THE MENTIONED PIPE.
2. SOME INADEQUATE DISTANCES INDICATED ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCES INDICATED DUE TO ROUND-OFF ERROR IN THE INDETERMINATE DISTANCES.

LEGEND:

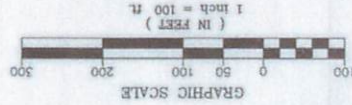
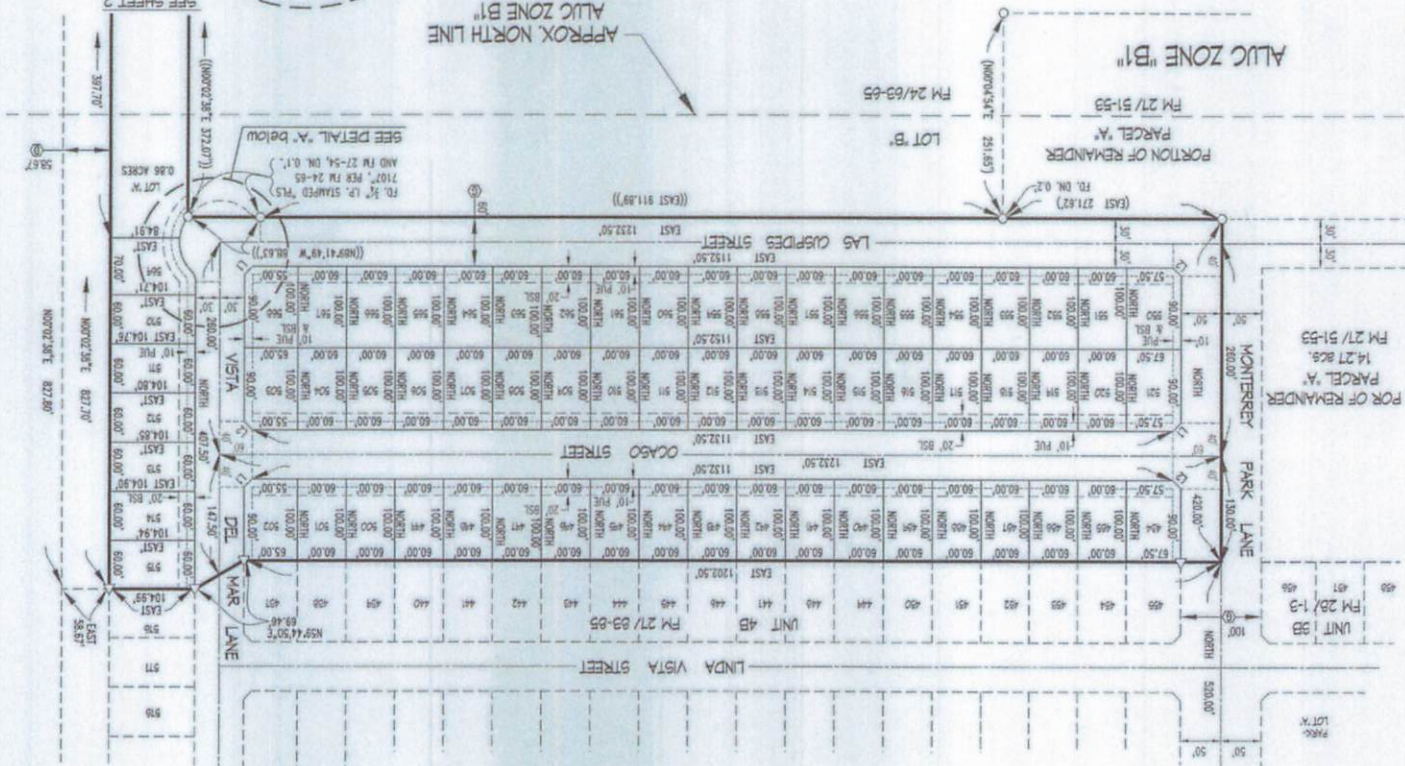
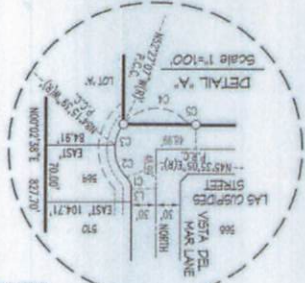
- INDICATES SET 1" IRON PIPE TAGGED "S 8461", FLUSH, UNLESS NOTED.
 - INDICATES SET 1" IRON PIPE WITH PLASTIC PLUS STAMPED "S 7107", FLUSH, PER FM 27/54-56, UNLESS NOTED.
 - INDICATES F.O. 4" DIA. CONC. CYLINDER STAMPED "S 7107", IN WORK.
 - △ INDICATES F.O. 1" IRON PIPE TAGGED "S 8461", FLUSH, PER MONTEREY PARK SUBDIVISION NO. 2 - UNIT 4B, PER FM 27/ 83-85, UNLESS NOTED.
 - [] INDICATES MEASURED AND RECORDED DATA PER FINAL MAP OF MONTEREY PARK SUBDIVISION NO. 2, UNIT 5A, AS RECORDED IN BOOK 22 OF FINAL MAPS, PAGES 1-3, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
 - () INDICATES MEASURED AND RECORDED DATA PER FINAL MAP OF MONTEREY PARK SUBDIVISION NO. 2, UNIT 4A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-53, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
 - (()) INDICATES MEASURED AND RECORDED DATA PER FINAL MAP OF MONTEREY PARK SUBDIVISION NO. 2, UNIT 4A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 54-56, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
 - (ALC) INDICATES AIRPORT LAND USE COMPATIBILITY PLAN WITH 1996 REVISIONS.
 - PUE INDICATES PUBLIC UTILITY EASEMENT DEDICATED HEREON.
 - BGL INDICATES BUILDING SETBACK LINE SHOWN HEREON.
 - ① INDICATES EASEMENT AS NOTED UNDER SIGNATURE COMMISSION STATEMENT ON SHEET 1.
- INDICATES SUBDIVISION BOUNDARY LINE
- THE TOTAL AREA WITHIN THE DISTINCTIVE BOUNDARY LINE IS 15.22 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS BASED ON THE CENTERLINE OF LAS LUNAS STREET ACCORDING TO FINAL SURVEY FOR MONTEREY PARK SUBDIVISION NO. 2, UNIT 5A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-53, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER, BEING "EAST".

LINE DATA TABLE	
LINE	BEARING
L1	N45°00'00"E
L2	N45°00'00"E
L3	NORTH
L4	NORTH

CURVE DATA TABLE - SEE DETAIL "A"	
CURVE	DELTA
C1	84°42'56"
C2	84°42'56"
C3	84°42'56"
C4	84°42'56"
C5	84°42'56"
MARK PER FM 24/73	
MARK PER FM 24/73	



RDS AND ASSOCIATES

**SUBDIVISION AGREEMENT AND IMPROVEMENT SECURITY
(CITY OF IMPERIAL)**

(Government Code Section 66462 and Section 66463)

(S1) Subdivision: Monterrey Park Unit 4C
(S2) Effective Date: June 07, 2023
(S3) Completion Period: June 07, 2023 – June 07, 2024

THESE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL

By: _____
Katherine Burnworth, Mayor

SUBDIVIDER

By: _____
Jupiter Ventures I, LP

APPROVAL RECOMMENDED:

By: _____
Community Development Director

FORM APPROVED - CITY ATTORNEY:

By: _____
Katherine Turner, City Attorney

(NOTE: All signatures to be acknowledged.
If Subdivider is incorporated, signatures
must conform with the designated
representative groups pursuant to
Corporations Code §313).

.....

1. PARTIES, DATE AND LEGAL DESCRIPTION

Effective on the above date, the City of Imperial, California, (hereinafter "City"), and the above-named Subdivider, enter into this Subdivision Agreement ("Agreement") and mutually promise and agree as follows concerning this Subdivision. The legal description for this Subdivision is attached hereto as Exhibit A.

2. IMPROVEMENTS

Subdivider agrees to construct, install, and complete certain improvements (both public and private), including but not limited to the following: road, drainage, signs, (including appurtenant equipment), water, sewer, and such other improvements as required by current City Standards, Ordinances or regulation, conditions of approval for the Subdivision, mitigation measures set forth in environmental documentation, engineer's estimates and as shown on improvement plans for this Subdivision as reviewed and on file with the City of Imperial, Public Services Department (including future amendments thereto), (hereinafter "Work").

Subdivider shall complete all of said Work and improvements within the above completion period as required by the California Subdivision Map Act (Government Code §§ 66410, *et seq.*), in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the current City Code and rulings made thereunder; and where there is a conflict between the improvement plans, City Code, or conditions of approval, the stricter requirements shall govern.

3. IMPROVEMENT SECURITY:

Upon executing this Agreement, the Subdivider shall, pursuant to Government Code § 66499, and the City Code, provide as security to the City a first lien ("First Lien") on the real property described in Exhibit A ("Property"), which Property is free and clear of all encumbrances and liens having priority over or on a parity with this First Lien, in the sum of three million, two hundred forty two thousand, four-hundred seventy two dollars and twenty six cents (\$3,242,472.26), which represents the combined amount of the security described below:

- A. For Performance and Guarantee of the Work: Subdivider shall provide security in the sum of one million, six hundred twenty-one thousand, two-hundred thirty-six dollars and thirteen cents (\$1,621,236.13), which represents the estimated cost of the Work.

Pursuant to Government Code § 66499.3(a), with this security the Subdivider guarantees performance of all Work under this Agreement and maintenance of the Work for one (1) year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance. Engineer's estimates are for the purpose of estimating the cost of the Work for establishing the dollar value of the security and shall not define or limit the scope of the Subdivider's obligation to perform all of the Work under this Agreement. The warranty period begins to run only upon completion of all of the Work called for by this Agreement and acceptance of such Work as complete by the City Council.

City agrees to subordinate its first position on the Property to a second position on portions of the Property in favor of a construction lender as Subdivider develops and constructs improvements required by the Agreement—as depicted on the attached Exhibit B; provided that a fund control is in place to assure payment directly to contractors for installation of such improvements and provided further that City receive a personal guarantee from the Owner for performance, labor and materials, and monumentation related to the subordinated amounts, and provided further that the City determines, in its sole discretion, that the City's remaining first lien position on the Property is sufficient to secure Subdivider's performance called for by this Agreement.

- B. For Payment: Subdivider shall provide security in the sum of one million, six

hundred twenty-one thousand, two-hundred thirty-six dollars and thirteen cents (\$1,621,236.13), which represents one hundred percent (100%) of the estimated cost of the Work

Pursuant to Government Code § 66499.3(b), with this security the Subdivider guarantees payment to the contractor, his subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider.

City agrees to subordinate its first position in the Property to a second position on portions of the Property in favor of a construction lender as Subdivider develops and constructs improvements required by the Agreements as depicted on the attached Exhibit B; provided that a fund control is in place to assure payment directly to contractors for installation of such improvements and provided further that City receive a personal guarantee from the Owner for performance, labor and materials and monumentation related to the subordinated amounts and provided further that the City determines, in its sole discretion, that the City's remaining first lien position on the Property is sufficient to secure Subdivider's performance called for by this Agreement.

- C. Reduction of Security: Upon acceptance of the Work as complete by the City Council and upon request of the Subdivider, the amount of the securities may be reduced in accordance with Government Code §§ 66497, *et. seq.* "Acceptance" as used in this subparagraph is solely for the purpose of considering whether security can be reduced. The improvement security required herein for faithful performance of this Agreement may be reduced in amount, but not more often than once per month, as the Work of improvement is completed. Further, the market value of the First Lien position must not be less than 100% of the estimated cost (including payment of prevailing wage) associated with completion of the Work remaining to be completed. In no event shall this security be reduced until progress reports are submitted to the City, and the City determines the Work in fact has been completed and the amount by which the security shall be reduced. The determination by the City as to the completion of Work or improvement and the amount by which the security shall be reduced shall be conclusive. The performance security shall not be reduced to an amount less than ten percent (10%) until the liability established by all parts and subsections of this Agreement is satisfied. Payment security may be reduced only in accordance with Government Code § 66499.7.

4. GUARANTEE AND WARRANTY OF WORK

Subdivider guarantees that said Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the City Council accepts the Work as complete in accordance with Government Code § 66499.7. Subdivider agrees to correct, repair, or replace, at its expense, any defects in said Work.

5. PLANT ESTABLISHMENT WORK

Subdivider agrees to perform plant establishment work for landscaping installed under this Agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control, and other work determined by the Public Services Department to be necessary to ensure establishment of plants. Said plant establishment work shall be performed for a period of one (1) year from and after the City Council accepts the work as completed.

6. IMPROVEMENT PLAN WARRANTY

Subdivider warrants the improvement plans for the Work are adequate to accomplish the Work as promised in Section 2. If, at any time before the City Council accepts the Work as complete or during the one-year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the Work as promised.

7. NO WAIVER BY CITY

Inspection of the Work and/or materials, or approval of Work and/or materials, or statement by any officer, agent or employee of the City indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider of his obligation to fulfill this Agreement as prescribed; nor shall the City thereby be estopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. INDEMNITY

Subdivider shall defend, hold harmless, and indemnify the indemnitees from the liabilities as defined in this section:

- A. The indemnitees benefited and protected by this promise are the City and its elective and appointive boards, commissions, officers, agents, and employees.
- B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred, or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim, or damage was unforeseeable at any time before the City reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s) or other proceeding(s) concerning said liabilities and claims, excepting only those claims arising from the sole negligence of City.
- C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to the

Subdivider, contractor, subcontractor or any officer, agent, or employee of one or more of these.

- D. Non-Conditions. The promises and Agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or reviewed any plans or specifications in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.

9. COSTS

Subdivider shall pay when due all the costs of the Work including inspections thereof and relocating existing utilities required thereby

10. SURVEYS

Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the City Engineer before acceptance of any Work as complete by the City Council.

11. NON-PERFORMANCE AND COSTS

If Subdivider fails to complete the Work within the time specified in this Agreement and subsequent extensions, or fails to maintain the Work, the City may proceed to complete and/or maintain the Work by contract or otherwise, and Subdivider agrees to pay all costs and charges incurred by the City (including, but not limited to: engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Subdivider hereby consents to entry on the Subdivision property by the City and its forces, including contractors, in the event the City proceeds to complete and/or maintain the Work.

Once action is taken by City to complete or maintain the Work, Subdivider agrees to pay all costs incurred by the City, even if Subdivider subsequently completes the Work. Should City sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider agrees to pay all attorney's fees, and all other expenses of litigation incurred by City in connection therewith, even if Subdivider subsequently proceeds to complete the Work.

12. RECORD MAP

In consideration hereof, City shall allow Subdivider to file and record the Final Map for said Subdivision.

13. MONUMENTATION SECURITY

Subdivider shall file or deposit with the City a monument bond or security as applicable in an amount specified by the City Engineer pursuant to Government Code §§ 66496 and 66499.

14. ENGINEERING FEES

Subdivider shall pay such fees as have been duly established by City.

15. DATE OF COMPLETION

The completion of improvements required hereunder and the date of completion shall be determined and certified by the City Engineer.

16. FEES

Subdivider shall pay such fees as have been duly established by City.

EXHIBIT "A"

BEING A SUBDIVISION OF A PORTION OF REMINDER PARCEL "A" OF MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4A IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE(S) 54 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.

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 Imperial)

On _____ before me, _____
(insert name and title of the officer)

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

ACKNOWLEDGMENT

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State of California
County of Imperial)

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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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County of Imperial)

On _____ before me, _____
(insert name and title of the officer)

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

SUBDIVISION GUARANTEE

Fee: \$150.00

No.:

Subdivision: Monterrey Park Subdivision No. 2 - Unit 4C

First American Title Insurance Company
a corporation

GUARANTEES

The County of Imperial and any City within which said subdivision is located in a sum not exceeding \$1,000.00.

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

JUNIPER VENTURES I, LP, A CALIFORNIA LIMITED PARTNERSHIP

The signature of the following has been omitted under the provision of Section 66436, Subsection (a) (3) (a) of the Subdivision Map Act. Their interest is such that it cannot ripen into fee title and said signature is not required by the Governing body:

Imperial Land Company , as holder of easement recorded August 25, 1909, in Book 27, Page 307, of Deed Records.

Imperial Land Company , as holder of easement recorded August 25, 1909, in Book 27, Page 308, of Deed Records.

Imperial Irrigation District , as holder of easement recorded January 28, 1938, in Book 478, Page 547, of Official Records.

Imperial Irrigation District , as holder of easement as dedicated on map in Book 24, Page 63 of Final Maps.

County of Imperial , as holder of easement as dedicated on map in Book 24, Page 63 of Final Maps.

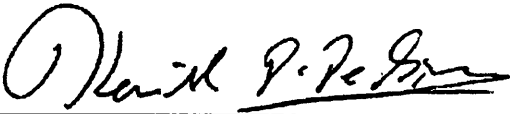
County of Imperial , as holder of easement recorded May 5, 2006, as Instrument No. 2006-022403, of Official Records.

The map hereinbefore referred to is a subdivision of:

BEING A SUBDIVISION OF A PORTION OF REMAINDER PARCEL "A" OF MONTERREY PARK SUBDIVISION
NO. 2 - UNIT 4A IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE 54 OF FINAL
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.

Dated: 04/28/2023

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

RECORDING REQUESTED BY:
CITY OF IMPERIAL

WHEN RECORDED MAIL TO:
City of Imperial
420 South Imperial Avenue, Suite A
Imperial, California 92251

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 30th day of May, 2023, between Jupiter Ventures I. LP, herein called **TRUSTOR**, whose address is 32823 Temecula Parkway, Suite A, Temecula, CA 92592, First American Title, a California Corporation, herein called **TRUSTEE**, and City of Imperial, California, herein called **BENEFICIARY**.

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in Imperial County, California, described as:

For complete legal description, additional terms and conditions, see exhibit "A" attached hereto.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: Performance of obligations described in Subdivision Agreements for Monterrey Park Subdivision No.2 Units 4C. Payment of the sum of \$1,621,236.13 for the faithful performance, labor and materials and monumentation required by the aforesaid Subdivision Improvement Agreements.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded under date, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glen	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2, Book 1961, Page 183887				

FOR SIGNATURE(S) SEE SHORT FORM DEED OF TRUST SIGNATURE PAGE ATTACHED HERETO AND MADE A PART HEREOF.

SHORT FORM DEED OF TRUST SIGNATURE(S) PAGE

ORDER NO.
ESCROW NO.

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

X _____
Signature of Trustor

Print Name of Trustor

X _____
Signature of Trustor

Print Name of Trustor

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.

DATE:

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, a Notary Public, personally appeared _____,

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

SHORT FORM DEED OF TRUST CONTINUED ON NEXT PAGE

EXHIBIT "A"

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF REMAINDER PARCEL "A" OF MONTERREY PARK SUBDIVISION NO. 2- UNIT 4A IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE 54 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.

ESCROW NO.

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violations of law to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.

(2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suite brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior of superior hereto, all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor. Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged and is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

SHORT FORM DEED OF TRUST CONTINUED ON NEXT PAGE

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS
DO NOT RECORD**

ORDER NO.
ESCROW NO.

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid:

To, Trustee

Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

By _____

By _____

MAIL RECONVEYANCE TO:

ALL SIGNATURES TO THIS DOCUMENT MUST BE NOTARIZED

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC ROAD AND UTILITY EASEMENT

SHEET 1 OF 1 SHEET

IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, THAT PORTION OF LETTERED LOT "B" OF MONTERREY PARK SUBDIVISION NO. 1, AS SHOWN BY MAP ON FILE IN BOOK 24 OF FINAL MAPS, PAGES 63 THROUGH 65, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT "B";

THENCE ALONG THE NORTH LINE OF SAID LOT "B", NORTH 89°41'49" WEST, 88.63 FEET TO AN ANGLE POINT ON SAID NORTH LINE, SAID ANGLE POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET, A RADIAL TO SAID POINT BEARS NORTH;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°24'55" AND AN ARC LENGTH OF 15.50 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 44°24'15" EAST;

THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°52'15" AND AN ARC LENGTH OF 84.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT "B", A RADIAL TO SAID POINT BEARS SOUTH 52°27'07" EAST, SAID POINT BEING THE POINT OF BEGINNING;

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE ABOVE-DESCRIBED PARCEL OF LAND CONTAINS 0.025 ACRES (1,106.51 S.F.), MORE OR LESS.



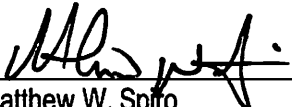
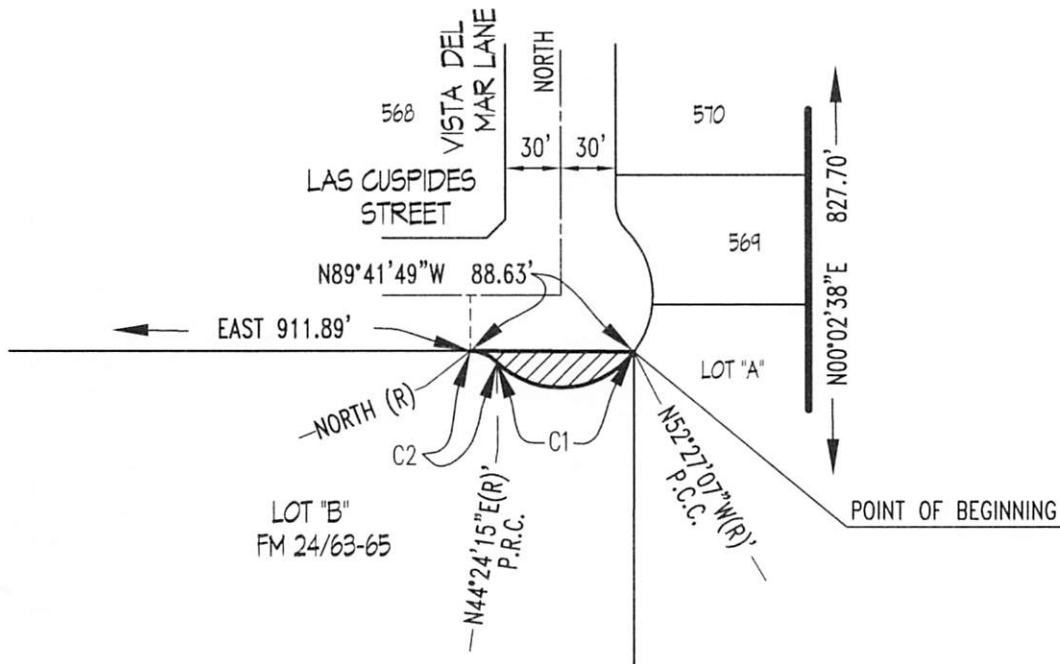

Matthew W. Spiro
LS 8461, Exp. 12/31/24
Dated: 5/25/23

EXHIBIT "B"
PLAT
PUBLIC ROAD AND UTILITY DEDICATION

SHEET 1 OF 1 SHEET

MONTERREY PARK SUB. NO. 2



C1	$\Delta=96^{\circ}52'15''$	$R=50.00'$	$L=84.54'$	M&R PER FM 24/73
C2	$\Delta=44^{\circ}24'55''$	$R=20.00'$	$L=15.50'$	M&R PER FM 24/73



Scale 1"=100'

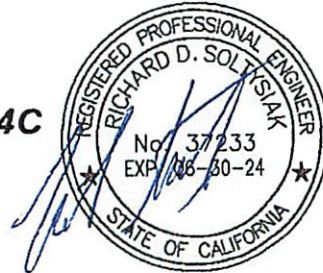


Matthew W. Spiro
Matthew W. Spiro
LS 8461, Exp. 12/31/24
Dated: 5/25/23



Civil Engineering
Project Management
Construction Management

MONTERREY PARK SUB. UNIT No. 4C
ENGINEER'S COST ESTIMATE
FOR ON-SITE IMPROVEMENTS



5/26/23

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
<u>Water</u>				
8" DIA. PVC PIPE	L.F.	1159.50	\$36.00	\$41,742.00
12" DIA. PVC PIPE	L.F.	1479.00	\$50.00	\$73,950.00
8" VALVE	EA.	1.00	\$2,040.00	\$2,040.00
12" VALVE	EA.	3.00	\$3,200.00	\$9,600.00
12' X 12" ELBOW	EA.	1.00	\$1,500.00	\$1,500.00
12' X 8" TEE	EA.	1.00	\$1,500.00	\$1,500.00
FIRE HYDRANT ASSEMBLY	EA.	10.00	\$5,200.00	\$52,000.00
WATER SERVICE	EA.	64.00	\$1,100.00	\$70,400.00
				\$252,732.00
<u>Sewer</u>				
8" DIA. PVC SDR 35 PIPE	L.F.	2791.00	\$40.00	\$111,640.00
SEWER MANHOLE	EA.	8.00	\$5,500.00	\$44,000.00
SEWER SERVICE	EA.	64.00	\$800.00	\$51,200.00
				\$206,840.00
<u>Storm Drain</u>				
24" DIA. PVC STORM DRAIN	L.F.	835.50	\$85.00	\$71,017.50
18" DIA. PVC STORM DRAIN	L.F.	275.50	\$65.00	\$17,907.50
SD MANHOLE	EA.	3.00	\$5,500.00	\$16,500.00
SD CATCH BASIN	EA.	4.00	\$4,800.00	\$19,200.00
				\$124,625.00
<u>Curb & Sidewalk</u>				
6" CURB & GUTTER	L.F.	5625.00	\$18.00	\$90,000.00
24' DRIVEWAY	SQ.FT.	6912.00	\$16.00	\$110,592.00
HANDICAP CURB RETURNS	SQ.FT.	342.00	\$7.00	\$2,394.00
SIDEWALK	SQ.FT.	22500.00	\$5.00	\$112,300.00
				\$326,736.00



Civil Engineering
Project Management
Construction Management

Electrical

STREET LIGHTS	EA.	10.00	\$5,000.00	\$50,000.00
UNDERGROUND ELECTRIC	EA.	64.00	\$1,750.00	\$112,000.00
				<u>\$162,000.00</u>

Earthwork (Include overexcavation)

CUT	CYD	0.00	\$2.00	\$0.00
FILL	CYD	0.00	\$2.00	\$0.00
IMPORT	CYD	0.00	\$2.00	\$0.00
				<u>\$0.00</u>

A.C. Pavement

12" SUBGRADE PREP.	CYD	4601.85	\$1.30	\$5,982.41
9" CLASS II AG. BASE	TON	6522.31	\$22.50	\$146,751.98
3" ASPHALT CONCRETE	TON	2329.83	\$79.02	\$184,103.17
				<u>\$336,837.55</u>

SUB-TOTAL	\$1,409,770.55
15% CONTINGENCY	\$211,465.58
TOTAL	<u>\$1,621,236.13</u>

NOTES:

Since the engineer has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project cost or construction cost provided for herein are to be made on the basis of our experience and qualifications and represent our best judgment as design professionals familiar with the construction industry, but the engineer cannot, and does not, guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by the firm.

Update 1



First American Title™

First American Title Company

**1250 Corona Pointe Court, Suite 200
Corona, CA 92879**

Daniel Dobron
Pacific West Development
32823 Temecula Parkway, Suite A
Temecula, CA 92592

Customer Reference:	Monterey Park Subdivision No. 2 - Unit 4C
Order Number:	NHSC-6953536 (jd)
Title Officer:	Jesus Duran
Phone:	(951)256-5820
Fax No.:	(714)481-9208
E-Mail:	jduran@firstam.com
Property:	Vacant Land

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Order Number: NHSC-6953536 (jd)

Page Number: 2

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of April 28, 2023 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

Subdivision Guarantee

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

JUPITER VENTURES I, LP, A CALIFORNIA LIMITED PARTNERSHIP

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.
2. Intentionally Deleted
3. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2006-1 (Improvement Area No. 2), as disclosed by Notice of Special Tax Lien recorded November 09, 2018 as Instrument No. 2018020688 of Official Records.
4. Taxes and assessments, if any, of the Imperial Irrigation District.
5. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
6. An easement for construct and operate irrigation ditches, telephone and telegraph lines a railroad and incidental purposes, recorded in Book 27 of Deeds, Page 307.
In Favor of: Imperial Land Company
Affects: As described therein

The location of the easement cannot be determined from record information.

7. An easement for a right of way to construct and operate irrigation ditches telephone lines, a railroad, etc. and incidental purposes, recorded August 25, 1909 in Book 27 of Deeds, Page 308.
In Favor of: Imperial Land Company
Affects: As described therein

The location of the easement cannot be determined from record information.

8. An easement for constructing, operating and maintaining a power line and necessary appurtenances, over said land, together with convenient means of ingress and egress and incidental purposes, recorded January 28, 1938 as Book 478, Page 547 of Official Records.
In Favor of: Imperial Irrigation District
Affects: As described therein
9. The effect of a map purporting to show the land and other property, filed January 10, 2005 in Book 15, Page 19 of Record of Surveys.
10. The terms and provisions contained in the document entitled "Delivery Abandonment Agreement" recorded June 21, 2005 as Instrument No. 2005-023468 in Book 2448, Page 1146 of Official Records.
11. An easement shown or dedicated on the map filed or recorded as Book 24, Page 63 of Final Maps
For: Street and incidental purposes.
12. The terms and provisions contained in the document entitled "Subdivision Agreement for Monterey Park, Phasing Map" recorded January 20, 2006 as Instrument No. 2006-003628 of Official Records.
13. An easement for avigation and incidental purposes, recorded May 5, 2006 as Instrument No. 2006-022403 of Official Records.
In Favor of: County of Imperial, California
Affects: As described therein
14. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: Overflight easement
15. The terms and provisions contained in the document entitled "Subdivision Agreement and Improvement Security" recorded December 31, 2019 as Instrument No. 2019026647 of Official Records.
16. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
17. Water rights, claims or title to water, whether or not shown by the Public Records.
18. Rights of parties in possession.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment:	\$665.16, PAID
Penalty:	\$0.00
Second Installment:	\$665.16, PAID
Penalty:	\$0.00
Tax Rate Area:	006014
A. P. No.:	064-295-075-000

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

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

A PORTION OF PARCEL A OF MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4A IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE(S) 54 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF LAND LYING WITHIN MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4B, IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE(S) 83 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.

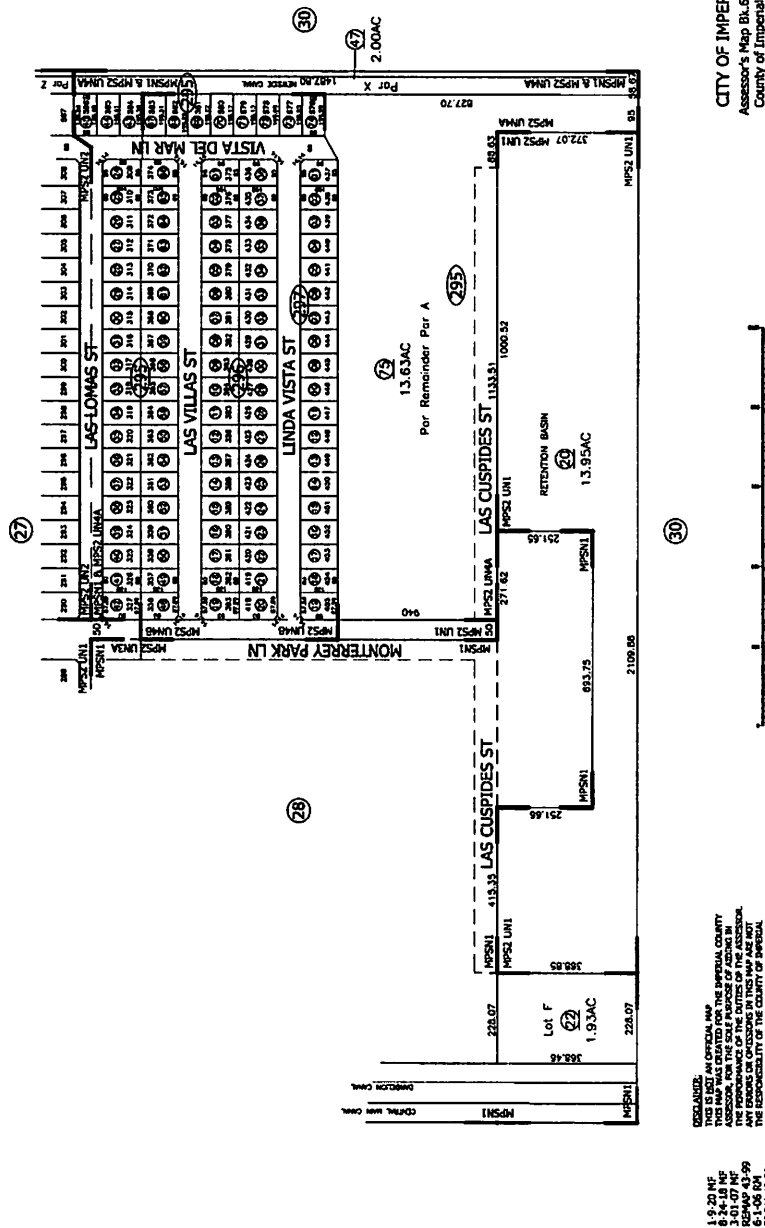
APN: 064-295-075-000

NO 2-UNIT 4A
FM 27-54NO 2-UNIT 4A
FM 27-54

TERREY PARK SUB NO 2-
FM 24-70
ARK SUB NO 2-UNIT 4B
FM 27-03

POR MONTERREY PARK
FM 24-63

First American Title



NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)
CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or \$2,500 (whichever is less)	\$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas,

uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.