

**Agenda Item
No.**

D-4

DATE SUBMITTED 03/31/2021
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 04/07/2021

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

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: MORNING STAR SUBDIVISION UNIT 1A FINAL MAP 1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR MORNING STAR SUBDIVISION UNIT 1A 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 Morning Star Subdivision Unit 1A and finds all items acceptable. The approved cost estimate for required off-site improvements for said Unit 1A is \$2,227,038.35 which is included in the Subdivision Agreement. Security for the off-site improvements will be in the form of Corporate Surety Bond, similar to those approved in other subdivisions. See Appendix A for details.	
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS _____
STAFF RECOMMENDATION: Staff recommends approval of the Final Map for Morning Star Subdivision Unit 1A.	DEPT. INITIALS <u>OM</u>
MANAGER'S RECOMMENDATION: <p style="text-align: center;"><i>approve</i></p>	CITY MANAGER'S INITIALS <u>OTM</u>
MOTION: SECONDED: APPROVED () REJECTED () AYES: DISAPPROVED () DEFERRED () NAYES: ABSENT: REFERRED TO:	

Appendix A

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

(Government Code sections 66462 and 66463)

(S1) Subdivision: Morning Star Subdivision Unit 1A
(S2) Effective Date: April 7, 2021
(S3) Completion Period: April 7, 2021– April 7, 2022

THESE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL

SUBDIVIDER

By: _____
Karin Eugenio, Mayor

By: _____
Heritage Ranch, LLC

APPROVAL RECOMMENDED:

FORM APPROVED - CITY ATTORNEY:

By: _____
Othon Mora, Community Development Director

By: _____
Geoffrey P. Holbrook, City Attorney

(NOTE: All signatures to be acknowledged.
If Subdivider is incorporated, signatures
must conform with the designated
representative groups pursuant to
Corporations Code section 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 City ordinance 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 sections 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 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 section 66499, and the City Code, provide as security to the City:

- A. For Performance and Guarantee of the Work: Corporate surety bond in a form acceptable to City in the sum of two million two hundred twenty-seven thousand thirty-eight dollars and thirty-five cents (\$2,227,038.35), which represents the estimated cost of the Work.

Pursuant to Government Code section 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.

- B. For Payment: Corporate surety bond in a form acceptable to City in the sum of two million two hundred twenty-seven thousand thirty-eight dollars and thirty-five cents (\$2,227,038.35), which represents one hundred percent (100%) of the estimated cost of the Work.

Pursuant to Government Code section 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.

- 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 sections 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. In no event shall this security be reduced until progress reports are submitted to the City, and the City determines 1.) that the

Work in fact has been completed and 2.) 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 section 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 section 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 Sections 66496 and 66499 of the Government Code of the State of California.

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.

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, **Laura B. Gutierrez, Public Notary**
(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)

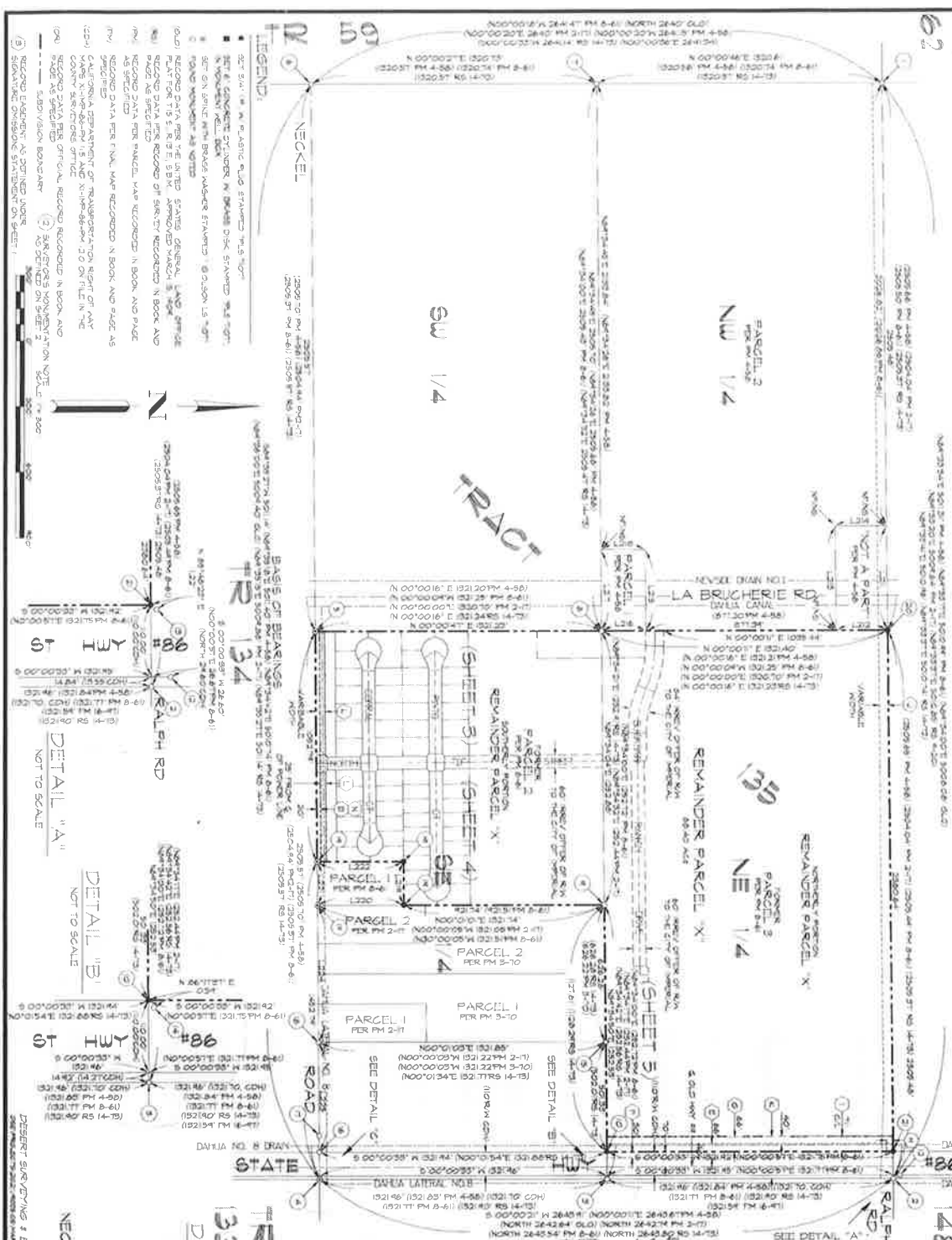
Clear Form

Print Form

MORNING STAR SUBDIVISION UNIT NO. 1A

A PORTION OF TRACT 135, T15 S, R13 E, SBN, IN THE CITY OF IMPERIAL, CALIFORNIA

TR 136



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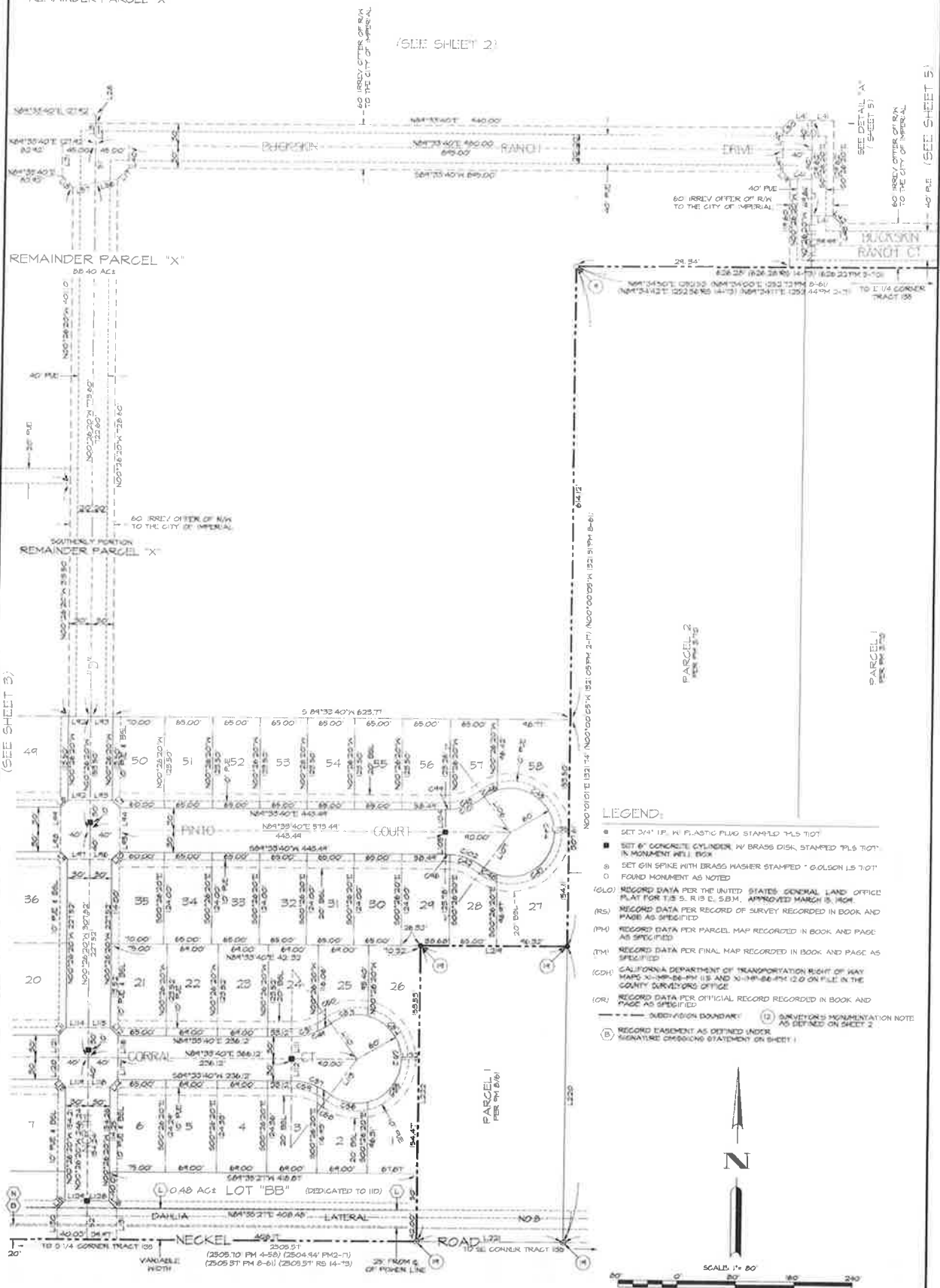
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MORNING STAR SUBDIVISION UNIT NO. 1A

A PORTION OF TRACT 135, T.15 S., R.13 E., S.6M., IN THE CITY OF IMPERIAL, CALIFORNIA

NORTHERLY PORTION
REMAINDER PARCEL "X"

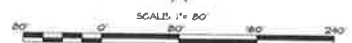
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(SEE SHEET 3)

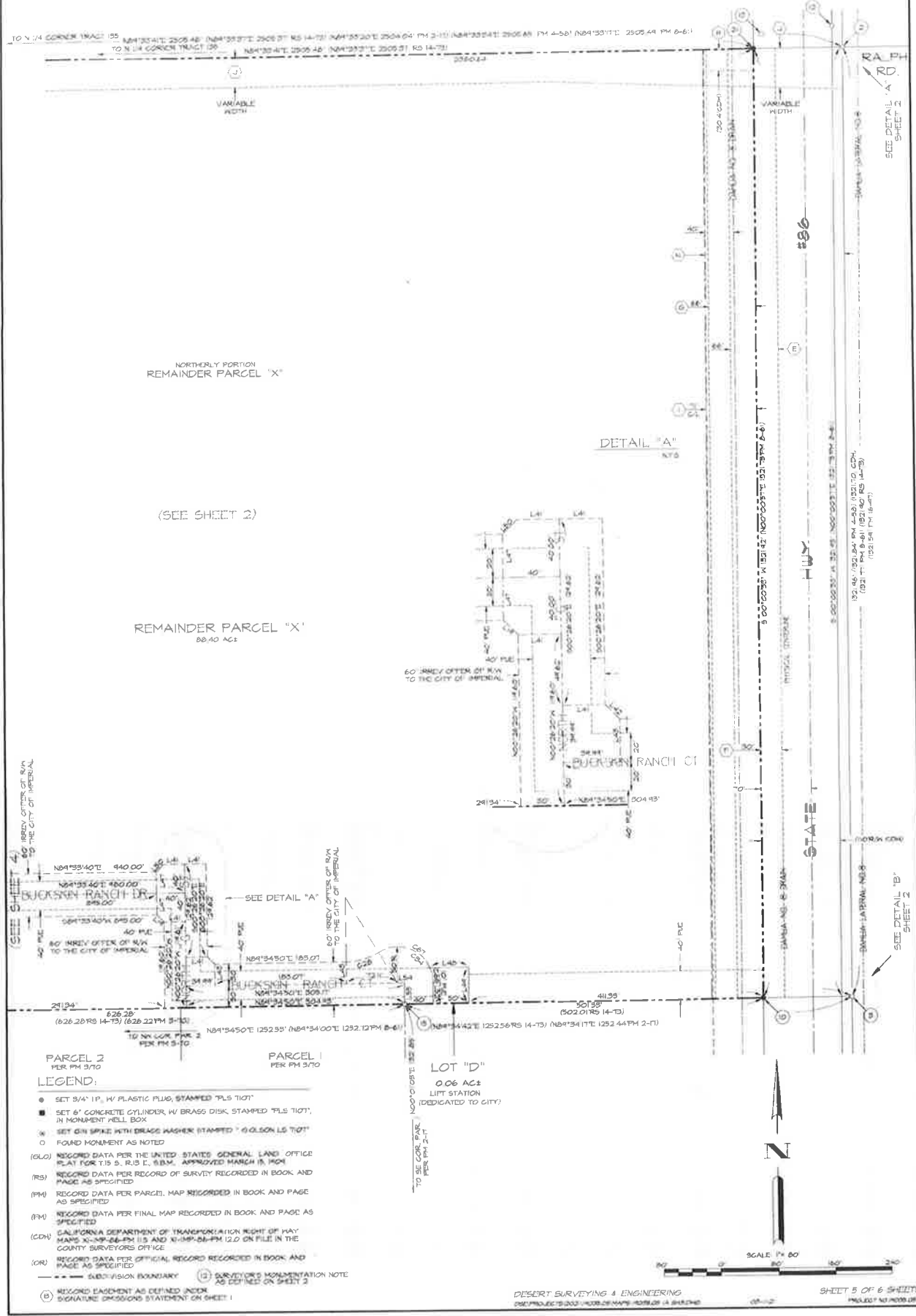
LEGEND:

- SET 3/4" I.P. W/ PLASTIC PLUG STAMPED "L.S. 701"
- SET 6" CONCRETE CYLINDER W/ BRASS DISK STAMPED "L.S. 701"
- IN MONUMENT WITH BOOK
- SET GIN SPIKE WITH BRASS WASHER STAMPED "GOLSON L.S. 701"
- FOUND MONUMENT AS NOTED
- (GLO) RECORD DATA PER THE UNITED STATES GENERAL LAND OFFICE
PLAN FOR T.15 S., R.13 E., S.6M., APPROVED MARCH 5, 1904
- (RS) RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK AND
PAGE AS SPECIFIED
- (PM) RECORD DATA PER PARCEL MAP RECORDED IN BOOK AND PAGE
AS SPECIFIED
- (FM) RECORD DATA PER FINAL MAP RECORDED IN BOOK AND PAGE AS
SPECIFIED
- (CD) CALIFORNIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY
MAPS X-189-86-PM (1) & X-189-86-PM (2) ON FILE IN THE
COUNTY SURVEYORS OFFICE
- (OR) RECORD DATA FOR OFFICIAL RECORD RECORDED IN BOOK AND
PAGE AS SPECIFIED
- SUBDIVISION BOUNDARY
- (12) SURVEYOR'S MONUMENTATION NOTE
AS DEFINED ON SHEET 2
- (B) RECORD EASEMENT AS DEFINED UNDER
SIGNATURE CONDITION STATEMENT ON SHEET 1



MORNING STAR SUBDIVISION UNIT NO. 1A

A PORTION OF TRACT 135, T.15 S., R.13 E. S.B.M., IN THE CITY OF IMPERIAL, CALIFORNIA



- PARCEL 2**
PER PM 3/70
- PARCEL 1**
PER PM 3/70
- LOT "D"**
0.06 AC±
LIFT STATION
(DEDICATED TO CITY)
- LEGEND:**
- SET 3/4" IP, 1/4" PLASTIC PLUG, STAMPED "PLS T10T"
 - SET 6" CONCRETE CYLINDER, W/ BRASS DISK, STAMPED "PLS T10T", IN MONUMENT WELLS BOX
 - ⊙ SET 6" SPIKE WITH BRASS WASHER (STAMPED "GOLSON L10 T10")
 - FOUND MONUMENT AS NOTED
 - (GLO) RECORD DATA PER THE UNITED STATES GENERAL LAND OFFICE PLAT FOR T.15 S., R.13 E., S.B.M., APPROVED MARCH 18, 1904
 - (RS) RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK AND PAGE AS SPECIFIED
 - (PM) RECORD DATA PER PARCEL, MAP RECORDED IN BOOK AND PAGE AS SPECIFIED
 - (FM) RECORD DATA PER FINAL MAP RECORDED IN BOOK AND PAGE AS SPECIFIED
 - (CDN) CALIFORNIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS XI-10P-26-PM 11.5 AND XI-10P-26-PM 12.0 ON FILE IN THE COUNTY SURVEYORS OFFICE
 - (OR) RECORD DATA PER OFFICIAL RECORD RECORDED IN BOOK AND PAGE AS SPECIFIED
 - SUBDIVISION BOUNDARY
 - Ⓜ SURVEYOR'S MONUMENTATION NOTE AS DEFINED ON SHEET 2
 - Ⓧ RECORD EASEMENT AS DEFINED, INTER SIGNATURE CROSSING STATEMENT ON SHEET 1



CLTA SUBDIVISION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A, sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Cathy R. Maxwell
Authorized Countersignature
Stewart Title of California, Inc.
11870 Pierce Street, Ste 100
Riverside, CA 92505
Agent ID: 05060A



Fred H. Eppinger
Frederick H. Eppinger
President and CEO

Denise Carraux
Denise Carraux
Secretary

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in

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File No: 1015026-2

CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1847

Page 2 of 7

Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that

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File No: 1015026-2

CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1847

Page 3 of 7

were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability

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File No: 1015026-2

CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1847

Page 4 of 7

is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

**CLTA FORM NO. 14 SUBDIVISION GUARANTEE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1015026-2

Customer Reference:

Guarantee No.: G-2910-1847

Amount of Liability: \$1,000.00

Date of Guarantee: February 17, 2021 at 7:30AM

Fee: \$400.00

Name of Assured:

Heritage At Dahlia Ranch, LLC , a California limited liability company, and Coast Imperial Partners, LLC, a California limited liability company and Barioni & Roben Land Co., LLC, a California limited liability company

1. Subdivision Map Reference:

Morning Star Subdivision Unit No. 1A

2. The map referred to above recites that it is a subdivision of the following described Land:

See Exhibit "A" Attached Hereto

3. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision 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:

Owner: Heritage At Dahlia Ranch, LLC, a California limited liability company, as to Parcel 2 and Coast Imperial Partners, LLC, a California limited liability company, as to an undivided 82% interest and Barioni & Roben Land Co., LLC, a California limited liability company, as to an undivided 18% interest as to Parcel 3

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File No: 1015026-2

CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1847

Page 6 of 7

**CLTA FORM NO. 14 SUBDIVISION GUARANTEE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1015026-2

Guarantee No.: G-2910-1847

Parcels 2 and 3 of Parcel Map No. M-2013, in the City of Imperial, County of Imperial, State of California,
as shown by Map on File in Book 8 Page 61 of Parcel Maps, Records of Imperial County, California.

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File No: 1015026-2

CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1847

Page 7 of 7

Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



PERFORMANCE BOND
(Subdivision Improvements)

Bond No. : 4443873
Premium: \$36,406.00

WHEREAS, Heritage at Dahlia Ranch, LLC (herein designated as "Principal"), and City of Imperial (herein designated as "Obligee ") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated _____, _____ and identified as project On-Site Improvements - Morningstar Phase 1A, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and SureTec Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of Two Million Two Hundred Twenty-Seven Thousand Thirty-Eight and 35/100 dollars (\$ 2,227,038.35) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee , its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

3131 Camino del Rio N. ■ Suite 1450 ■ San Diego, CA 92108
619-400-4100 ■ Toll Free 800-288-0351 ■ Fax 619-400-4101

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on March 8, 2021.

Principal

Address of Principal:

341 W. Crown Court

Imperial, CA 92251

Heritage at Dahlia Ranch, LLC

By:

 Pres.

Address of Surety:

3131 Camino del Rio N., Suite 1450

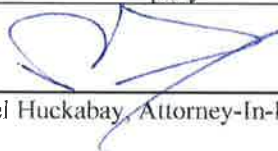
San Diego, CA 92108

619-400-4100

Surety

SureTec Insurance Company

By:

 Daniel Huckabay, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

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 Orange)

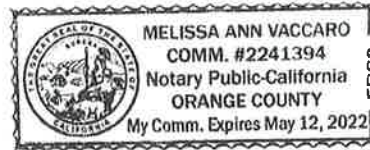
On 03/08/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Daniel Huckabay,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of August, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company

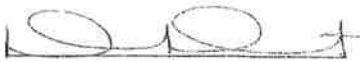
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 13th day of August, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

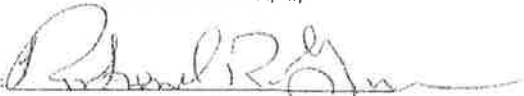
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 8th day of March, 2021.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary



LABOR AND MATERIAL'S BOND
(Subdivision Improvements)

Bond No. : 4443873

Premium: Included in Performance Bond

WHEREAS, Heritage at Dahlia Ranch, LLC (herein designated as "principal"), and City of Imperial (herein designated as "obligee") have entered into an agreement whereby principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated _____, _____ and identified as project On-Site Improvements - Morningstar Phase 1A, is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Imperial to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Imperial and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California in the sum of Two Million Two Hundred Twenty-Seven Thousand Thirty-Eight and 35/100 dollars (\$2,227,038.35), for materials furnished or labor thereon of any kind, or for amounts due the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on March 8, 2021.

Principal

Address of Principal:

**341 W. Crown Court
Imperial, CA 92251**

Heritage at Dahlia Ranch, LLC


By: 

Address of Surety:

**3131 Camino del Rio N., Suite 1450
San Diego, CA 92108
619-400-4100**

Surety

SureTec Insurance Company

By: 
Daniel Huckabay, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

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 Orange

On 03/08/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Daniel Huckabay,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

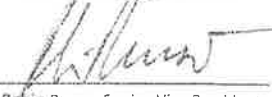
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of August, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company


By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 13th day of August, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

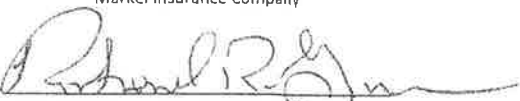
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 8th day of March, 2021.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary



SureTec Insurance Company
 3131 Camino del Rio N., Suite 1450 San Diego CA 92108
 Phone (800) 288-0351
 www.SureTec.com

Bond No. 4443874
Premium: \$375.00

MONUMENT BOND

Subdivision Map Act Bond Format

WHEREAS, **Heritage at Dahlia Ranch, LLC**, hereinafter designated as "Principal", desires to record a final map for the development identified as: **On-Site Improvements - Morningstar Phase 1A**

WHEREAS, pursuant to Article 9, Chapter 1, Division 2, SUBDIVISION, of the Government Code of the State of California, the interior monuments shown on said final map need not be set at the time the map is recorded and said "Principal" wishes to have the interior monuments set after the time the map is recorded. Said "Principal" agrees to furnish a security guaranteeing the cost of setting such monuments.

NOW, THEREFORE, We, the "Principal" and **SureTec Insurance Company**, as Surety, are held and firmly bound unto the **City of Imperial** in the penal sum of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation is such that if the monuments are set, and the engineer or surveyor setting the final monuments shall have been paid, then this obligation shall become null and void. Otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the amount of deposit specified above, it is agreed that we shall pay the costs and reasonable expenses and fees, including reasonable attorney's fees, if any, incurred by the City in successfully enforcing such obligation against us, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder of the specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on **March 8, 2021**.


Principal

Heritage at Dahlia Ranch, LLC

By: 

Surety

SureTec Insurance Company

By: 
 Daniel Huckabay, Attorney-in-fact

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 Orange)

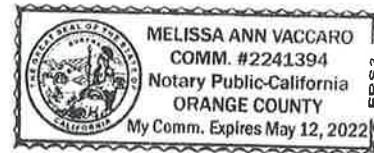
On March 8, 2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Daniel Huckabay,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

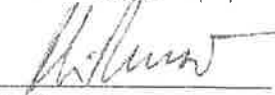
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of August, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company


By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 13th day of August, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

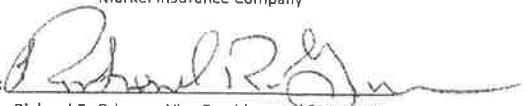
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 8th day of March, 2021.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

**Agenda Item
No.**

DATE SUBMITTED 03/31/2021
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 04/07/2021

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

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: MORNING STAR SUBDIVISION UNIT 1A FINAL MAP 1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR MORNING STAR SUBDIVISION UNIT 1A 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 Morning Star Subdivision Unit 1A and finds all items acceptable. The approved cost estimate for required off-site improvements for said Unit 1A is \$2,227,038.35 which is included in the Subdivision Agreement. Security for the off-site improvements will be in the form of Corporate Surety Bond, similar to those approved in other subdivisions.	
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS _____
STAFF RECOMMENDATION: Staff recommends approval of the Final Map for Morning Star Subdivision Unit 1A.	DEPT. INITIALS _____
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS _____
MOTION: SECONDED: APPROVED () REJECTED () AYES: DISAPPROVED () DEFERRED () NAYES: ABSENT: REFERRED TO:	

Appendix A

RECORDING REQUESTED BY:

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

WHEN RECORDED MAIL TO:

City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

A.P.N: 063-010-079-000

AND 063-010-080-000

ABOVE SPACE FOR RECORDER'S USE ONLY

**GRANT OF AVIGATION EASEMENT
AND NOTICE OF AIRCRAFT ENVIRONMENTAL IMPACTS**

Coast Imperial Partners, LLC A California Limited-Liability Company, (hereinafter referred to as "Grantor", hereby grants to the County of Imperial, State of California, (hereinafter referred to as "Grantee"), a perpetual easement on the following terms:

1. Description: The easement shall be an easement on, over, across, and upon all that certain real property situated in the City of Imperial, County of Imperial, State of California, described below and shown in Exhibit "A" and all the air space above said real property.

Final Map of Moring Star Subdivision - Unit No. 1A, a subdivision of Parcels 2 and 3 of Parcel Map No. M-2013, in the City of Imperial, County of Imperial, State of California, as shown by map on file in Book 8, Page 61 of Parcel Maps on file in the Office of the County Recorder of Imperial County.

2. Benefit: The easement shall be appurtenant to and for the benefit of all of the real property comprising the Imperial County Airport ("Airport") and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors as constituting a part of the Airport.

3. Use and Purpose: The easement shall be used for the existence on, over, upon, and within the described easement of all noise, vibration, air currents, natural or artificial illumination, and such matter, emissions, activities, or other events that may occur or result directly or indirectly from the operations of the Airport, now and in the future, including, but in no way limited to, ground and flight operations of aircraft at, over, on, or about the Airport. The easement shall also be used for the passage and flight of aircraft; provided, however, this easement shall not affect such rights for the passage and flight of aircraft as such rights existed prior to the date of easement and as are now or may be provided or permitted by law.

4. Restrictions on Use of Land: Grantor will not use nor permit any use of the land above described above, or any of the air space above it at any height whatever, for any purpose which will interfere with the use, operation, maintenance, and further development of the airport, and, in addition, will not use nor permit any use of such land and of any structures thereon for purposes which will create or result in a hazard of flight, such as, but not limited to, those which will (a) produce electrical interference with radio or other electronic communications, (b) make it difficult for pilots to distinguish between airport lights and other lights, (c) project glare into the eyes of pilots, (d) impair visibility in the vicinity of the Airport, or (e) otherwise endanger the landing, takeoff, and maneuvering of aircraft, or in any manner whatever

adversely affect the accuracy of any devices or apparatus used in the operation of, or to promote, safe landings and takeoffs from the Airport.

Grantee shall, after thirty (30) days written notice to Grantor, have the right to come on the property herein described and correct the proper use, with right of passage over the land described in Exhibit "A" for those purposes.

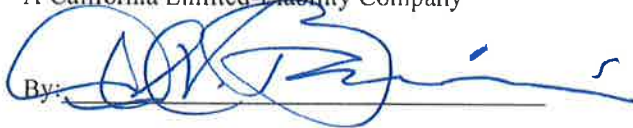
5. Liability: All of such uses shall be without any liability of Grantee or of any other person or entitled to the benefits of this easement to Grantor, Grantor's heirs, assigns, or successors in interest to all or any part of the property or any interest therein, or to any other person or entity using or located on or in the area subject to the easement for damage to property or physical or emotional injury to persons, animals, or any other living thing the diminution in value of any personal or real property, discomfort or inconvenience of any type or kind to any person or thing, or interference with television, radio, or other types or kinds of electrical reception transmissions, or activities in the easement; and Grantor, for itself and on behalf of the Grantor's heirs, assigns, or successors in interest to all or any part of the property, or any interest therein and each person or entity using or located on or in the area subject to this easement, hereby releases and discharges Grantee and all persons and entities to the benefits of the easement for all claims, demands, actions, and causes of action of all types or kinds, known or unknown, existing or which might be created hereafter by statute or case decision arising out of any of the foregoing described injuries or damages resulting from the use of this easement by Grantee and any person or entity to the benefits of this easement.

6. Covenants Run With the Land: All rights, easements, releases, benefits, and estates granted hereunder shall be covenants running with the land described above, of which land Grantor will be the servient tenement, and Grantee and the beneficiaries of such rights, easements, releases, benefits, and estates shall be the dominant tenement.

7. Scope: This agreement and conveyance shall bind the parties hereto, their heirs, administrators, executors, successors, and assigns, and each and every one of them as though specifically named herein, and is joined in by Grantee by the acceptance and recording thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 12th day of May, ~~2019~~ 2020

"GRANTOR"
Coast Imperial Partners, LLC
A California Limited-Liability Company

By: 

Donald Vick Barioni

Print Name

Title

(Attach appropriate notary acknowledgment)

ACKNOWLEDGMENT

(By Individual, Partnership or Corporation)

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 San Diego

On May 12, 2020 before me, Amanda N. Fogg
(insert name and title of the officer)

Personally appeared Donald Vick Barioni
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 *Amanda N. Fogg*


(Seal)



CERTIFICATE OF ACCEPTANCE
(Section 27281, Government Code, 1990)

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY THE OVERFLIGHT EASEMENT DATED May 12, 2020 FROM COAST IMPERIAL PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY TO THE COUNTY OF IMPERIAL, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, IS HEREBY ACCEPTED BY THE PLANNING DIRECTOR IN HIS CAPACITY AS A SECRETARY TO THE AIRPORT LAND USE COMMISSION, PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION OF THE BOARD OF SUPERVISORS ADOPTED ON MAY 11, 1993, AND THE GRANTEE CONSENTS TO RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATED: 6-16-2020

By: 
MICHAEL ABRAHAM FOR
JIM MINNICK, PLANNING DIRECTOR
COUNTY OF IMPERIAL

RECORDING REQUESTED BY:

City of Imperial
Public Works Department
420 South Imperial Avenue
Imperial, Ca. 92251

AND WHEN RECORDED MAIL TO:

City of Imperial
Public Works Department
420 South Imperial Avenue
Imperial, Ca. 92251

Grant of Storm Drain and Public Utilities Easement

Documentary Transfer Tax: Exempt (R&T Code Section 11922)

Recording Fee: Exempt (Government Code 11922)

Coast Imperial Partners, LLC, a California limited liability company (**Grantor**), does(do) hereby grant, convey and offers to dedicate to the **City of Imperial (Grantee)**, an easement and incidents thereto for a Storm Drain and Public Utilities upon, over and across that certain real property in the City of Imperial, County of Imperial, State of California, described as:

See attached Exhibit "A"

The Grantor(s), for himself(herself)(themselves), his (her)(their) successors and assigns hereby waive(s) any claim for any and all damages to grantors remaining property contiguous to the easement hereby conveyed by reason of the location, construction, landscaping or maintenance of said Storm Drain and and/or Public Utilities.

In witness whereof, said Grantor(s) has (have) caused his (her) (their) name(s)

To be hereunto subscribed this 12th day of May, 2020 at

San Diego, San Diego, California
(City, County & State)

SIGNATURE: 

(Attach appropriate notary acknowledgment)

ACKNOWLEDGMENT

(By Individual, Partnership or Corporation)

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 San Diego

On May 12, 2020 before me, Amanda N. Fogg
(insert name and title of the officer)

Personally appeared Donald Vick Barioni
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"

That portion of Parcel 2 of Parcel Map No. M-1125, in the City of Imperial, County of Imperial, State of California, shown by map on file in Book 4, Page 58 of Parcel Maps, Records of Imperial County, California, described as follows:

The south 20' of that portion of said Parcel 2 lying immediately north of and adjacent to the north line of Parcel 1 of said PM No. M-1125 and east of the centerline of Newside Drain No.1.



Aug 22, 2019



LC ENGINEERING CONSULTANTS INC.

CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION MANAGEMENT SERVICES

ENGINEER'S COST ESTIMATE FOR ON-SITE IMPROVEMENTS MORNINGSTAR PHASE 1A

Date: March 24, 2021

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
<u>Water</u>				
18" DIA. PVC PIPE	L.F.	1,934	\$90.00	\$174,090.60
12" DIA. PVC PIPE	L.F.	696	\$70.00	\$48,726.30
8" DIA. PVC PIPE	L.F.	2,076	\$55.00	\$114,199.25
18" X 12" TEE	EA.	1	\$2,400.00	\$2,400.00
8" X 6" TEE	EA.	5	\$1,200.00	\$6,000.00
8" X 45° ELBOW	EA.	4	\$1,200.00	\$4,800.00
12" X 8" CROSS	EA.	2	\$2,400.00	\$4,800.00
18" WATER VALVE	EA.	3	\$5,900.00	\$17,700.00
12" WATER VALVE	EA.	5	\$3,200.00	\$16,000.00
8" WATER VALVE	EA.	4	\$2,040.00	\$8,160.00
6" FIRE HYDRANT ASSEMBLY	EA.	9	\$5,500.00	\$49,500.00
2" BLOW OFF ASSM.	EA.	1	\$865.00	\$865.00
CONNECTION TO EXISTING 18" WATER LINE	EA.	1	\$5,000.00	\$5,000.00
WATER SERVICE	EA.	58	\$700.00	\$40,600.00
				\$492,841.15
<u>Sewer</u>				
12" DIA. PVC SDR 35 PIPE	L.F.	-	\$88.00	
8" DIA. PVC SDR 35 PIPE	L.F.	2,424	\$70.00	\$169,680.00
4" DIA. SEWER SERVICE	EA.	58	\$700.00	\$40,600.00
6" DIA FORCE MAIN	L.F.	1,416	\$70.00	\$99,137.50
SEWER MANHOLE	EA.	10	\$5,500.00	\$55,000.00
LIFT STATION	EA.	1	\$200,000.00	\$200,000.00
				\$564,417.50
<u>Storm Drain</u>				
36" DIA. PVC STORM DRAIN	L.F.	-	\$105.00	
30" DIA. PVC STORM DRAIN	L.F.	107	\$91.00	\$9,737.00
24" DIA. PVC STORM DRAIN	L.F.	93	\$75.00	\$6,975.00
18" DIA. PVC STORM DRAIN	L.F.	80	\$45.00	\$3,600.00
12" DIA. PVC STORM DRAIN	L.F.	-	\$30.00	
SD MANHOLE	EA.	4	\$5,500.00	\$22,000.00
SD JUNCTION BOX	EA.	-		
SD CATCH BASIN	EA.	4	\$4,800.00	\$19,200.00
SD INLET/OUTLET STRUCTURE	EA.	1	\$8,000.00	\$8,000.00
CONNECTION TO EXISTING 18" SD LINE	EA.	1	\$1,000.00	\$1,000.00
				\$70,512.00
<u>Curb & Sidewalk</u>				
6" CURB & GUTTER	L.F.	6,159	\$12.00	\$73,905.84
DRIVEWAY ACCESS	SQ.FT.	15,370	\$8.00	\$122,960.00
HANDICAP CURB RETURNS	SQ.FT.	2,554	\$5.00	\$12,768.00
SIDEWALK	SQ.FT.	9,791	\$5.00	\$48,955.45
CROSS GUTTER	SQ.FT.	843	\$12.00	\$10,116.24
				\$268,705.53

Electrical				
STREET LIGHTS	EA.	9	\$5,000.00	\$45,000.00
UNDERGROUND ELECTRIC	EA.	58	\$1,750.00	\$101,500.00
				<u>\$146,500.00</u>

Earthwork (RAW)				
CUT	CYD	27,677	\$2.00	\$55,353.76
FILL	CYD	23,567	\$2.25	\$53,026.38
IMPORT	CYD	-		
				<u>\$108,380.14</u>

A.C. Pavement				
4" AC/18" CL II BASE/12" SUBGRADE	SF	11,917	\$6.50	\$77,459.14
4" AC/12" CL II BASE/12" SUBGRADE	SF	9,035	\$6.00	\$54,209.76
3" AC/10" CL II BASE/12" SUBGRADE	SF	22,828	\$5.50	\$125,555.10
2" GRIND & OVERLAY	SF	26,000	\$2.25	\$58,500.00
				<u>\$315,724.00</u>

Miscellaneous				
MOBILIZATION	L.S.	1	\$10,000.00	\$10,000.00
INSTALL STOP SIGN	EA	5	\$375.00	\$1,875.00
INSTALL STREET NAME SIGN	EA	5	\$375.00	\$1,875.00
STREET STRIPING	L.S.	1	\$5,000.00	\$5,000.00
WOOD BARRICADE	EA	1	\$3,750.00	\$3,750.00
STAKING	L.S.	1	\$25,000.00	\$25,000.00
SOIL TESTING	L.S.	1	\$10,000.00	\$10,000.00
				<u>\$57,500.00</u>

SUB-TOTAL	\$2,024,580.32
10% Contingency	202,458.03
TOTAL	<u>\$2,227,038.35</u>



Carlos Corrales
3/24/2021

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 judgement 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.

[t] 760.353.8110
[f] 760.352.6408

1065 State St.
El Centro, CA 92243

info@lcec-inc.com
lcec-inc.com