

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

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: MONTERREY PARK UNIT 4C FINAL MAP 1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR MONTERREY PARK UNIT 4C 2. AUTHORIZE CITY CLERK TO RECORD FINAL MAPS AND RELATED DOCUMENTS	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT	
BACKGROUND/SUMMARY: Staff completed its review of the Final Map for Monterrey Park Unit 4C and finds all items acceptable. The approved cost estimate for required off-site improvements for Unit 4C is \$1,621,236.13 which is included in the Subdivision Agreement. Security for the off-site improvements will be in the form of a First Lien position in specified real estate property, similar to those approved in other subdivisions. There is sufficient value in the property involved to secure the required amount.	
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS <u>De</u>
STAFF RECOMMENDATION: Staff recommends the following: 1) APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR MONTERREY PARK UNIT 4C 2) AUTHORIZE CITY CLERK TO RECORD FINAL MAPS AND RELATED DOCUMENTS	DEPT. INITIALS <u>OW</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>OTM</u>
MOTION: SECONDED: APPROVED () REJECTED () AYES: DISAPPROVED () DEFERRED () NAYES: ABSENT: REFERRED TO:	

EXHIBIT "A"

MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4C

SHEET 1 OF 3 SHEETS

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

SURVEYOR'S STATEMENT:

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



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

SURVEYOR'S STATEMENT:

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



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

ACTING CITY SURVEYOR'S STATEMENT:

I, DAVID BELTRAN, ACTING CITY SURVEYOR FOR THE CITY OF IMPERIAL, HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF THREE (3) SHEETS, THAT THE SUBDIVISION SHOWN HEREWITH IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AS APPROVED ON JUNE 15, 2005; THAT ALL OF THE PROVISIONS OF LOCAL ORDINANCES AND REQUIREMENTS OF CHAPTER 2, ARTICLE 2 OF THE SUBDIVISION MAP ACT AS AMENDED JANUARY 1, 2016, HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAPS MAP IS TECHNICALLY CORRECT.

DATED THIS: 30th DAY OF MAY, 2023



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

CITY CLERK'S CERTIFICATE:

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

Kristina Shields
KRISTINA SHIELDS
CLERK OF THE CITY COUNCIL

SIGNATURE OMISSIONS STATEMENT:

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

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

OVERFLIGHT EASEMENT:

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

SOILS REPORT:

A SOILS REPORT APPLICABLE TO THE LAND INCLUDED WITHIN THIS MAP WAS PREPARED BY LANDMARK CONSULTANTS INC., DATED APRIL 1, 2004, UNDER THE DIRECTION OF JEFFREY O. LYON, REGISTERED CIVIL ENGINEER 31921 AS REPORT LE04066. SAID REPORT WAS UPDATED ON SEPTEMBER 16, 2010 AS REPORT UPDATE NO. LE0243, A COPY OF SAID REPORT AND UPDATE IS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS.

SUPPORTING DOCUMENTS:

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

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

LEGAL DESCRIPTION

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

OWNER'S CERTIFICATE:

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

JUPITER VENTURES I, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: [Signature] DATE: 04/13/2023
Daniel R. Doobson
TITLE: Authorized Signatory

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF Riverside }
ON 4/13/2023 BEFORE ME, Diane K. Dean
PERSONALLY APPEARED Daniel R. Doobson
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/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 THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

[Signature]
SIGNATURE OF NOTARY PUBLIC

MY PRINCIPLE PLACE OF BUSINESS IS IN Riverside COUNTY.
MY COMMISSION NUMBER: 2289723
MY COMMISSION EXPIRES ON: 4/20/2023

TITLE COMPANY CERTIFICATE:

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

FIRST AMERICAN TITLE COMPANY

[Signature]
TITLE OFFICER Jesus Duran

COUNTY RECORDER'S CERTIFICATE:

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

CHUCK STOREY
COUNTY RECORDER

RDS AND ASSOCIATES

EXHIBIT "A"

MONTEREY PARK SUBDIVISION NO. 2 - UNIT 4C

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

SHEET 2 OF 3 SHEETS

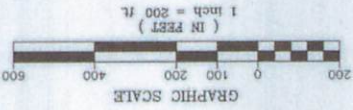
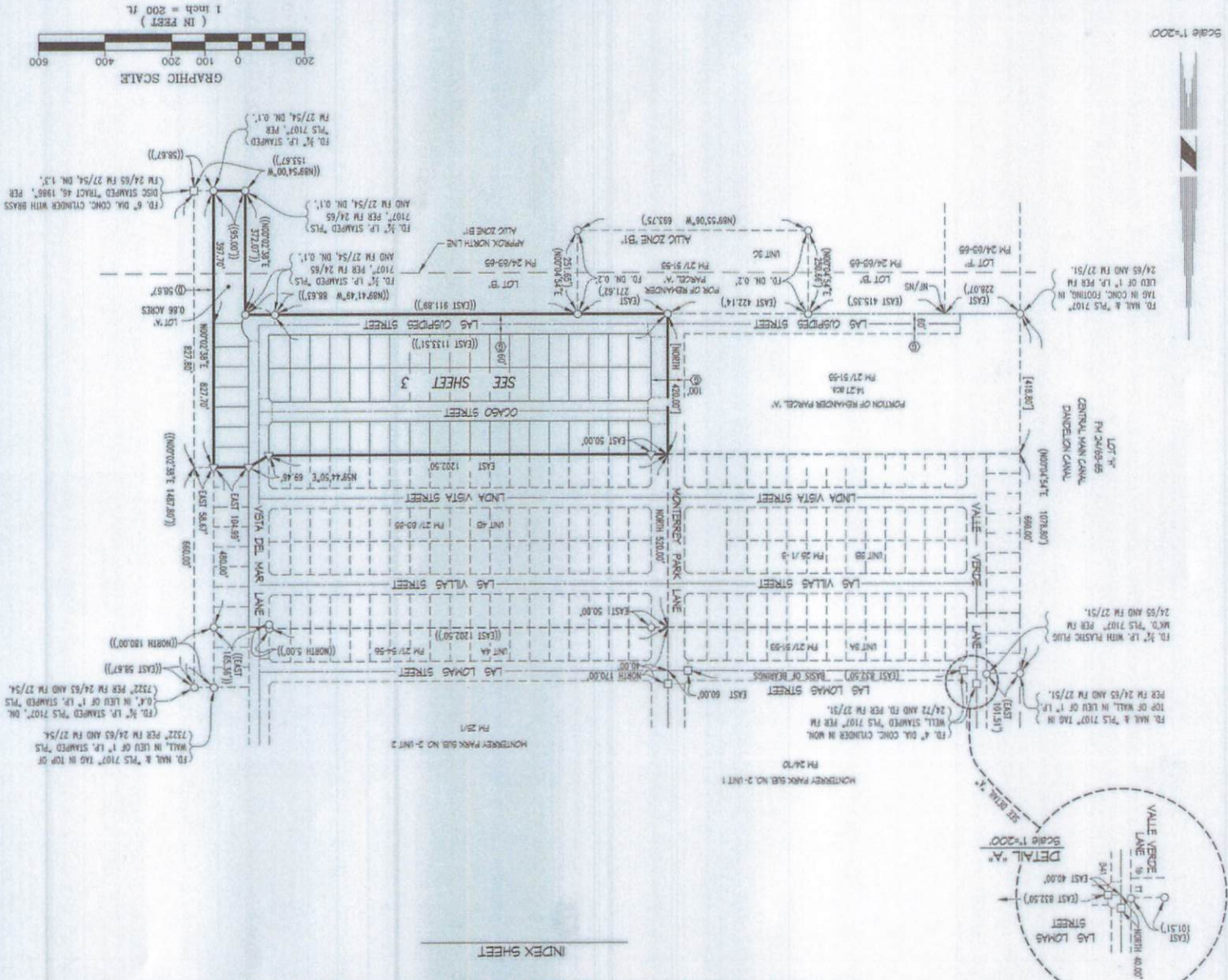
SURVEYOR'S NOTES:

- UNLESS SHOWN OTHERWISE ON THIS MAP, ALL LOT CORNERS WILL BE MONUMENTED WITH A 1" IRON PIPE TAGGED "S 8481" WITHIN 90 DAYS OF THE COMPLETION OF PUBLIC IMPROVEMENTS. IF SAID CORNERS FALL IN AREAS OF CONCRETE, A LEAD AND BRASS TAG STAMPED "S 8481" SHALL BE PLACED INSTEAD OF THE MENTIONED PIPE.
- SOME INCREMENTAL DISTANCES INDICATED ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCES INDICATED DUE TO ROUND-OFF ERROR IN THE INCREMENTAL DISTANCES.

LEGEND:

- INDICATES SET 1" IRON PIPE TAGGED "S 8481", FLUSH, UNLESS NOTED.
- INDICATES F.O. 1/2" IRON PIPE WITH PLASTIC FLUID STAMPED "P15 7107", FLUSH, PER FM 27/54-56, UNLESS NOTED.
- INDICATES F.O. 4" DIA. CONC. CYLINDER STAMPED "P15 7107", IN MON. WALL, PER FM 27/54-56, UNLESS NOTED.
- INDICATES F.O. 1" IRON PIPE TAGGED "S 8481", FLUSH, PER MONTEREY PARK SUBDIVISION NO. 2 - UNIT 4B, PER FM 27/54-55, UNLESS NOTED.
- INDICATES MEASURED AND RECORDED DATA PER FINAL MAP OF MONTEREY PARK SUBDIVISION NO. 2, UNIT 2A, AS RECORDED IN BOOK 28 OF FINAL MAPS, PAGES 91-93, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
- INDICATES MEASURED AND RECORDED DATA PER FINAL MAP OF MONTEREY PARK SUBDIVISION NO. 2, UNIT 2A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 54-56, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
- INDICATES APPROX LAND USE COMPATIBILITY PLAN WITH 1996 REVISIONS ON SHEET "I".
- INDICATES SUBDIVISION BOUNDARY LINE.

THE TOTAL AREA WITHIN THE DISTINCTIVE BOUNDARY LINE IS 15.22 ACRES. THE BASIS OF BEARINGS FOR THIS SURVEY IS BASED ON THE CENTRINE OF LAS LOMAS STREET ACCORDING TO FINAL MAP FOR MONTEREY PARK SUBDIVISION NO. 2, UNIT 2A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-53, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER, BEING "EAST".



RDS AND ASSOCIATES

SCALE 1"=200'

EXHIBIT "A"

MONTEREY PARK SUBDIVISION NO. 2 - UNIT 4C

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

SHEET 3 OF 3 SHEETS

SURVEYOR'S NOTES:

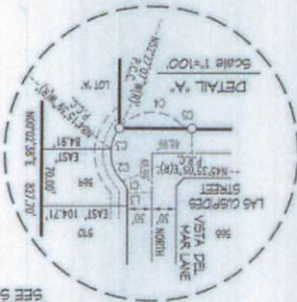
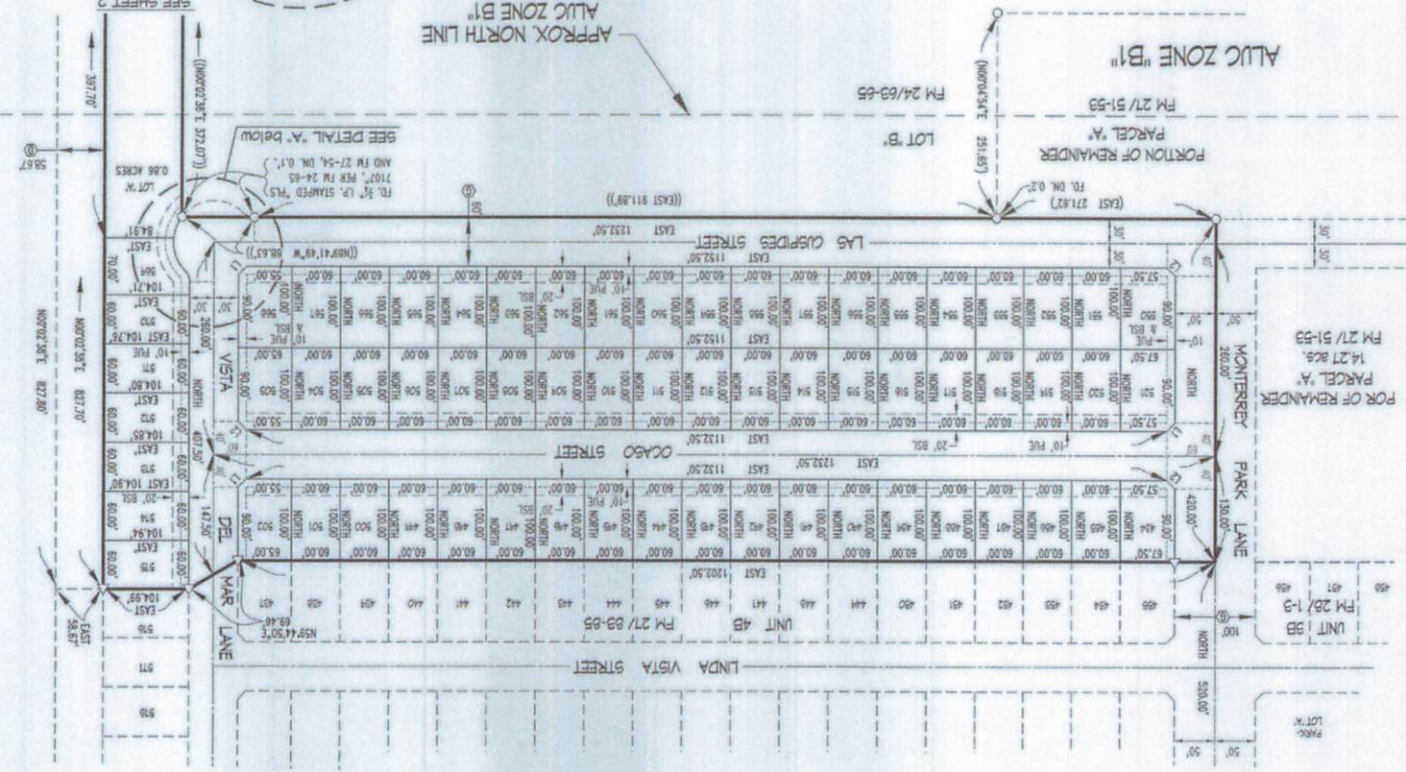
- UNLESS SHOWN OTHERWISE ON THIS MAP, ALL LOT CORNERS WILL BE MONUMENTED WITH A 1" IRON PIPE TAGGED "S 8461" WITHIN 30 DAYS OF THE COMPLETION OF PUBLIC IMPROVEMENTS. IF SAID CORNERS FALL IN AREAS OF CONCRETE OR PUBLIC IMPROVEMENTS, SAID CORNERS SHALL BE PLACED CONCRETE, A LEAD AND BRASS TAG STAMPED "S 8461" SHALL BE PLACED INSTEAD OF THE MENTIONED PIPE.
- SOME INCREMENTAL DISTANCES INDICATED ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCES INDICATED DUE TO ROUND-OFF ERROR IN THE INCREMENTAL DISTANCES.

LEGEND:

- INDICATES SET 1" IRON PIPE TAGGED "S 8461", FLUSH, UNLESS NOTED.
 - INDICATES F.O. 1/2" IRON PIPE WITH PLASTIC FUSION STAMPED "PS 7107", FLUSH, PER FM 27/54-56, UNLESS NOTED.
 - INDICATES F.O. 4" DIA. CONC. CYLINDER STAMPED "PS 7107", IN WORK.
 - ▽ INDICATES F.O. 1" IRON PIPE TAGGED "S 8461", FLUSH, PER MONTEREY PARK SUBDIVISION NO. 2 - UNIT 4B, PER FM 27/ 83-85, UNLESS NOTED.
 - { } INDICATES MEASURED AND RECORDED DATA PER FINAL MAP OF MONTEREY PARK SUBDIVISION NO. 2, UNIT 5A, AS RECORDED IN BOOK 22 OF FINAL MAPS, PAGES 1-3, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
 - () INDICATES MEASURED AND RECORDED DATA PER FINAL MAP OF MONTEREY PARK SUBDIVISION NO. 2, UNIT 5A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 54-56, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
 - (()) INDICATES MEASURED AND RECORDED DATA PER FINAL MAP WITH 1996 REVISIONS.
 - (AUG) INDICATES AIRPORT LAND USE COMPATIBILITY PLAN WITH 1996 REVISIONS.
 - PUE INDICATES PUBLIC UTILITY EXEMPT DETACHED HEREON.
 - BSL INDICATES BUILDING SETBACK LINE SHOWN HEREON.
 - ① INDICATES EXEMPT AS NOTED UNDER SIGNATURE OMISSION STATEMENT ON SHEET 1.
 - INDICATES SUBDIVISION BOUNDARY LINE.
- THE TOTAL AREA WITHIN THE DISTINCTIVE BOUNDARY LINE IS 15.23 ACRES.

BASIS OF BEARINGS

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

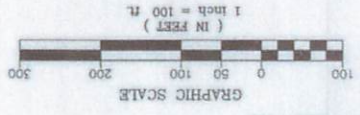


LINE DATA TABLE

LINE	BEARING	LENGTH
L1	N45°00'00"E	14.14
L2	N45°00'00"E	14.14
L3	NORTH	10.00

CURVE DATA TABLE - SEE DETAIL "A"

CURVE	DELTA	RADIUS	LENGTH
C1	N45°00'00"E	14.14	14.14
C2	N45°00'00"E	14.14	14.14
C3	N45°00'00"E	14.14	14.14
C4	N45°00'00"E	14.14	14.14
C5	N45°00'00"E	14.14	14.14



RDS AND ASSOCIATES

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

(Government Code Section 66462 and Section 66463)

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

THESE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL

SUBDIVIDER

By: _____
Katherine Burnworth, Mayor

By: _____
Jupiter Ventures I, LP

APPROVAL RECOMMENDED:

FORM APPROVED - CITY ATTORNEY:

By: _____
Community Development Director

By: _____
Katherine Turner, City Attorney

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

.....
1. PARTIES, DATE AND LEGAL DESCRIPTION

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

2. IMPROVEMENTS

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

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

3. **IMPROVEMENT SECURITY:**

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

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

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

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

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

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

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

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

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

4. GUARANTEE AND WARRANTY OF WORK

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

5. PLANT ESTABLISHMENT WORK

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

6. IMPROVEMENT PLAN WARRANTY

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

7. NO WAIVER BY CITY

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

8. INDEMNITY

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

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

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

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

9. COSTS

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

10. SURVEYS

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

11. NON-PERFORMANCE AND COSTS

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

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

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

12. RECORD MAP

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

13. MONUMENTATION SECURITY

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

14. ENGINEERING FEES
Subdivider shall pay such fees as have been duly established by City.
15. DATE OF COMPLETION
The completion of improvements required hereunder and the date of completion shall be determined and certified by the City Engineer.
16. FEES
Subdivider shall pay such fees as have been duly established by City.

EXHIBIT "A"

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Imperial)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Imperial)

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

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

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Signature _____ (Seal)

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State of California
County of Imperial)

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

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

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Signature _____ (Seal)

ACKNOWLEDGMENT

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State of California
County of Imperial)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

SUBDIVISION GUARANTEE

Fee: \$150.00

No.:

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

First American Title Insurance Company
a corporation

GUARANTEES

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

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

JUNIPER VENTURES I, LP, A CALIFORNIA LIMITED PARTNERSHIP

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

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

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

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

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

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

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

The map hereinbefore referred to is a subdivision of:

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

Dated: 04/28/2023

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

RECORDING REQUESTED BY:
CITY OF IMPERIAL

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

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

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

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

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

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

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

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

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

SHORT FORM DEED OF TRUST SIGNATURE(S) PAGE

ORDER NO.
ESCROW NO.

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

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

X _____
Signature of Trustor

Print Name of Trustor

X _____
Signature of Trustor

Print Name of Trustor

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

DATE:

STATE OF CALIFORNIA

COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

SHORT FORM DEED OF TRUST CONTINUED ON NEXT PAGE

EXHIBIT "A"

LEGAL DESCRIPTION

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

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.

ESCROW NO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SHORT FORM DEED OF TRUST CONTINUED ON NEXT PAGE

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

ORDER NO.
ESCROW NO.

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid:

To, Trustee

Dated _____

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

By _____
By _____

MAIL RECONVEYANCE TO: _____ _____ _____ _____
--

ALL SIGNATURES TO THIS DOCUMENT MUST BE NOTARIZED

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

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC ROAD AND UTILITY EASEMENT

SHEET 1 OF 1 SHEET

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

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

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

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

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

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

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



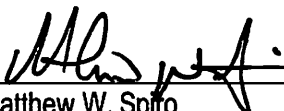
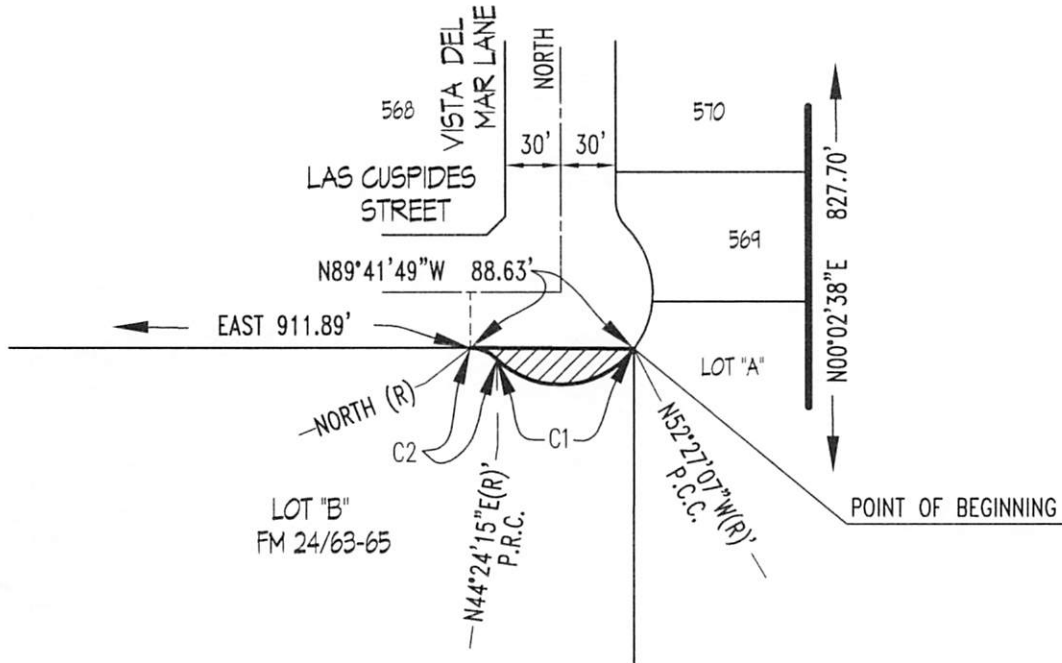

Matthew W. Spiro
LS 8461, Exp. 12/31/24
Dated: 5/25/23

EXHIBIT "B"
PLAT
PUBLIC ROAD AND UTILITY DEDICATION

SHEET 1 OF 1 SHEET

MONTERREY PARK SUB. NO. 2



C1	Δ=96°52'15"	R=50.00'	L=84.54'	M&R PER FM 24/73
C2	Δ=44°24'55"	R=20.00'	L=15.50'	M&R PER FM 24/73



Scale 1"=100'



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



Civil Engineering
Project Management
Construction Management

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



5/26/23

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



Civil Engineering
 Project Management
 Construction Management

Electrical

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

Earthwork (Include overexcavation)

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

A.C. Pavement

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

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

NOTES:

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

Update 1



First American Title™

First American Title Company

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

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

Customer Reference: Monterey Park Subdivision No. 2 - Unit 4C

Order Number: NHSC-6953536 (jd)

Title Officer: Jesus Duran
Phone: (951)256-5820
Fax No.: (714)481-9208
E-Mail: jduran@firstam.com
Property: Vacant Land

PRELIMINARY REPORT

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

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

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

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

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

Order Number: NHSC-6953536 (jd)

Page Number: 2

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

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

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

Subdivision Guarantee

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

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

JUPITER VENTURES I, LP, A CALIFORNIA LIMITED PARTNERSHIP

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

Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

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

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

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

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

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

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

INFORMATIONAL NOTES

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

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

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

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

LEGAL DESCRIPTION

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

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

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

APN: 064-295-075-000

NOTICE

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

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

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

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

LIMITATIONS ON COVERED RISKS

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

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

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

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

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

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