DATE SUBMITTED SUBMITTED BY	11/13/2024 COMMUNITY DEVELOPMENT DIRECTOR	COUNCIL ACTION PUBLIC HEARING REQU RESOLUTION	()
DATE ACTION REQUIRED	11/20/2024	ORDINANCE 1 ST READIN ORDINANCE 2 ND READIN CITY CLERK'S INITIALS	
	IMPERIAL CITY (AGENDA IT		
SUBJECT: DISCUSS	ION/ACTION: VICTORIA R	ANCH UNIT 3E FINAL MAP	
	PROVE FINAL MAP AND SUBDI BDIVISION - UNIT 3E	VISION AGREEMENT FOR VICTORIA	RANCH
2. AU	THORIZE CITY CLERK TO RECO	ORD FINAL MAPS AND RELATED DOC	CUMENTS
DEPARTMENT INVOLVED:	COMMUNITY DEVELOPMENT		
BACKGROUND/SUMMARY:			
acceptable. The approved co \$2,678,101.80, which is included will be in the form of a First	st estimate for required off-site uded in the Subdivision Agreen Lien position in specified real other subdivisions. There is su	nch Subdivision - Unit 3E and find improvements for said Unit 3E is nent. Security for the off-site impro- estate property and a personal guar ifficient value in the property involved	ovements
FISCAL IMPACT: NO FISC	CAL IMPACT	ADMIN SERVICES SIGN INITIALS	
STAFF RECOMMENDATION:			4
Staff recommends approval of Agreement for Victoria Rance	of the Final Map and Subdivisi h Subdivision - Unit 3E.	on DEPT. INITIALS	Λ
MANAGER'S RECOMMENDATI	ON: Opprione	CITY MANAGER'S INITIALS	HM
MOTION:			
SECONDED: AYES:		APPROVED () REJECTION () DEFENDANCE () DEFENDANCE ()	1,7

REFERRED TO:

NAYES: ABSENT: Agenda Item No.

EXHIBIT 1

SUBDIVISION AGREEMENT AND IMPROVEMENT SECURITY (CITY OF IMPERIAL)

(Government Code §§ 66462 and 66463)

(S1) Subdivision:	Victoria Ranch Subdivision - Unit No. 3E		
(S2) Effective Date:	November 20, 2024		
(S3) Completion Period:	November 20, 2024- December 20, 2025		
THESE PARTIES ATTEST TO TH	IE PARTIES' AGREEMENT HERETO:		
CITY COUNCIL	SUBDIVIDER		
By:Robert Amparano, Mayor	By:		
Robert Amparano, Mayor	Tory Lessley, Vice-President VR3E, Inc., a California Corporation		
APPROVAL RECOMMENDED: By:	FORM APPROVED - CITY ATTORNEY: By:		
Othon Mora	Katherine Turner		
Community Development Direc			
(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 LEG	CAL DESCRIPTION		

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 §§ 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 § 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 five million, three-hundred fifty-six thousand, two-hundred and two dollars and sixty cents (\$5,356,203.60), which represents the combined amount of the security described below:

A. <u>For Performance and Guarantee of the Work</u>: Subdivider shall provide security in the sum of two million, six-hundred seventy-eight thousand, one-hundred and one dollars and eighty cents (\$2,678,101.80), 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.

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. <u>For Payment</u>: Subdivider shall provide security in the sum of two million, six-hundred seventy-eight thousand, one-hundred and one dollars and eighty cents (\$2,678,101.80), which represents one hundred percent (100%) of the estimated cost of the Work

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

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

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

4. <u>GUARANTEE AND WARRANTY OF WORK</u>

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. <u>IMPROVEMENT PLAN WARRANTY</u>

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 <u>indemnitees</u> benefited and protected by this promise are the City and its elective and appointive boards, commissions, officers, agents, and employees.
- B. The <u>liabilities</u> 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 <u>actions causing liability</u> 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. <u>Non-Conditions</u>. 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. <u>DATE OF COMPLETION</u>

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"

A RE-SUBDIVISION OF THE FOLLOWING DESCRIBED LANDS:

BLOCK 8 OF VICTORIA RANCH SUBDIVISION UNIT NO. 3C, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 26 PAGE 47 OF FINAL MAPS ON FILE IN THE OFFICE OF THE COUNTY RECRODER OF IMPERIAL COUNTY.

State of California County of	Imperial)	
On	before me,	(insert name and title of the officer)
personally appear		,
subscribed to the his/her/their autho	within instrument and acknowle rized capacity(ies), and that by	idence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PEN paragraph is true		e laws of the State of California that the foregoing
WITNESS my har	nd and official seal.	
Signature		(Seal)

State of California County of Imperial)		
On	before me, -	(insert name and title of the officer)	
subscribed to the within instrume his/her/their authorized capacity(i	nt and acknowle es), and that by	dence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the erson(s) acted, executed the instrument.	
I certify under PENALTY OF PEF paragraph is true and correct.	RJURY under the	laws of the State of California that the foregoing	
WITNESS my hand and official s	eal.		
Signature		(Seal)	

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 han	nd and official seal.				
Signature		(Seal)			

State of California County of	Imperial	
On	before me,	(insert name and title of the officer)
subscribed to the his/her/their autho	on the basis of satisfactory evi- within instrument and acknowle rized capacity(ies), and that by	dence to be the person(s) whose name(s) is/are adged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PEN paragraph is true		e laws of the State of California that the foregoing
WITNESS my har	nd and official seal.	
Signature		(Seal)

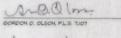
EXHIBIT 2

VICTORIA RANCH SUBDIVISION - UNIT No. 3E

A RE-SUBDIVISION OF BLOCK 8 OF VICTORIA RANCH SUBDIVISION - UNIT NO. 3C, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT:

I, GORDON O CLEAN, HEREBY STATE THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF CALLFORNIA, THAT THIS MAP, CONSISTING OF 3 SHEETS, CORRECTLY REFRESENTS A SURVEY MADE INDUCES MY DIRECTION ON OTH-ZODE AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE INTH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOGAL ORDINANCE AT THE REQUIREMENT OF THE SUBDIVISION MAP SUBSTANTIALLY CONFORMED TO THE CONDITIONALLY AFPROVED TENTATIVE MAP, AND THAT BURG SUBSTANTIALLY CONFORMED TO THE CONDITIONALLY AFPROVED TENTATIVE MAP, AND THAT BURG SUBSTANTIALLY CONFORMED TO THE CONTINUALLY AFPROVED TENTATIVE MAP, AND THAT BURG SUBSTANTIALLY CONFORMED TO THE CONTINUAL OF THE CONTINUAL O







ACTING CITY LAND SURVEYOR'S STATEMENT:

IDANO DALE, ACTING CITY AND SERVICTOR FOR THE CITY OF IMPERIAL HEREBY STATE THAT I HAVE EXAMINED THIS HAN CONSISTING. THE HAVE EXAMINED THIS HAN CONSISTING THE THAT HAVE DEPOTYCHED THE HAVE BEEN THAT THE PREVIOUS SECOND HEREBYTH IS EMBOT ARTHUR. AND THE THAT ALL OF THE PREVIOUS OF LOCAL CONTINUACES AND REQUIREMENTS OF CHARTER 2, ARTHUR 2 OF THE SUBDIVISION MAP ACT AS AMBIEDED JAMARY 1, 2024, HAVE BEEN COMPLIED WITH AND THAT TAM SATISFIED THAT THIS MAY BE TECHNICALLY CORRECT.

Davin Dale





No. 7107

CITY CLERK'S CERTIFICATE:

I, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IMPERIAL, BY RESOLUTION ADOPTED

2024, HAS APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE

PUBLIC ALL STREETS, HIGHWAYS AND EASEMENTS OFFERED FOR DEDICATION AS

SHOWN HEREWITH.

KRISTINA SHELDS CLERK OF THE CITY COUNCIL

SUPPORTING DOCUMENTS:

THE EXCLUSIVE PROTESTIVE WERE DECORDED AS CERTAIN BECOMES OF THE COURT OF WERE

IN SUPPORT OF THIS PINAL MAP.	
TITLE: SUBDIVISION GUARANTEE	INSTRUMENT NO:
TITLE: TAX CERTIFICATION	INSTRUMENT NO.
TITLE: AVIGATION EASEMENT	INSTRUMENT NO:
TITLE:	INSTRUMENT NO:
TITLE	INSTRUMENT NO:
TITLE:	INSTRUMENT NO:
TITLE:	INSTRUMENT NO.
TITLE:	INSTRUMENT NO:
TITLE:	INSTRUMENT NO:
TITLE:	INSTRUMENT NO.
TITLE:	INSTRUMENT NO:
TITLE.	MATRIAGUT NO.

SOILS REPORT:

A SOULS REPORT APPLICABLE TO THE LAND INCLUDED WITHIN THIS MAR HAS BEEN PREPARED BY LANDMARK CONJULTANTS, INC. DATED DIS-GAZGA JORDAN THE DIRECTION OF PETERS LEGIBLORISES. REGISTREED GIVIL DISINEER NO. 64812 AS REPORT NO. LEGIGGS. A COPY OF SAID REPORT IS ON THE IN THE OPINICS OF THE CITY ENGINEER.

SIGNATURE OMISSIONS STATEMENT.

THE SIGNATURES OF THE FOLLOWING PARTIES HAVE OMITTED PURSUANT TO SECTION 66456(A/SXA) OF THE SIGNIVISION MAP ACT IN THAT THEIR INTERESTS CAN NOT RIPEN INTO FEE.

UNKNOWN ENTITYTES), WATER RIGHTS, CLAIMS, OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS, THE EXACT EXTENT AND LOCATION OF SAID RIGHTS, CLAIMS, OR TITLE TO WATER IS NOT DISCLOSED IN THE RECORD, NOT PLOTTAGED.

URCHOIN ENTITYTES LAY INTERESTS (NOLLOING RIGHTS OF THE PUBLIC) IN AND TO ANY PORTION OF THE LAND LYTING MITHIN ROADS, STREETS, ALLEYS OR HIGHWAYS, (THE ENACT ENTENT AND LOCATION OF BACK INTERESTS IS NOT DISCLOSED IN THE RECORD, NOT PORTHAGE!

UNKNOWN ENTITYTES). RIGHTS OR CLAMS OF EASEMENTS FOR CANALS, DRAINS, LATERALS, IRRIGATION PIPELINES AND GATES NOT RECORDED IN THE PUBLIC RECORDS, THE EXACT EXTENSION DOCUMENT OF SAID RIGHTS OR CLAIMS OF EASEMENTS IS NOT DISCLOSED IN THE RECORD NOT PLOTTABLE.

USA: RESERVATIONS AND EXCEPTIONS IN THE PATENT RECORDED AUGUST 10, HII IN BOOK 5 PAGE 126 OF PATENTS, THE EXACT EXTENT AND LOCATION OF SAID RESERVATIONS AND EXCEPTIONS CANNOT BE DETERMINED FROM THE RECORD, NOT PLOTTAGE.

IMPERIAL IRRIGATION DISTRICTI. AN EASEMENT AND RIGHTS INCIDENTAL THERETO FOR LATERAL DRAIN TELEPHONE AND/OR ELECTRIC POWER LINE OR LINES AS SET FORTH IN A DOCUMENT RECORDED ARREL 16, 1056, IN BOOK 425 PAGE 114, OF OFFICIAL RECORDS INCIDE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED IN THE RECORD, NOT PLOTTABLE.

IMPERIAL IRRIGATION DISTRICT. AN EASEMENT AND RIGHTS INCIDENTAL THERETO FOR POWER LINE AND RECESSARY APPRITEMANCES AS SET FORTH IN A DOCUMENT SECONDED RECORDED NOVEMBER IN 1891 IN BOOK 411 PAGE 5 OF CHIFICIAL RECORDS. (THE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED IN THE RECORD, NOT PLOTTARED.)

LEGAL DESCRIPTION:

A RE-SUBDIVISION OF THE FOLLOWING DESCRIBED LANDS:

BLOCK & OF VICTORIA RANCH SUBDIVISION UNIT NO. SC, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA ACCORDING TO MAP ON FILE IN BOOK 26 PAGE 41 OF FINAL MAPS ON THE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

OWNER'S CERTIFICATE:

I, HEREBY CERTEY THAT HE ARE THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAY, AND HE CONCENT TO THE PREPARATION AND RECORDATION OF THIS FINAL HAS THAT HE OTHER FOR DEDICATION TO FIREIGUES ANY STRIETS, HIGHWAYS AND EASEMENTS AS SHOWN UPON SAID MAP AND BEING WITHIN SAID SUBDIVISION.

VRSE INC. A CALIFORNIA CORPORATION

DATE 10-23-24 TORRENCE LESSLEY TITLE OWNER

NOTARY ACKNOWLEDGMENTS:

A NOTARY FUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE DENTITY OF THE INDIVIDUAL INIO SIGNED THE ODDINENT TO ANICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOLIMENT

STATE OF California COUNTY OF Imperial

ON 10/23/2024 BEFORE ME KHATTINE A. VIlleges, Notam Public

PERSONALLY APPEARED TO PRETILE SCOTT USS LA PRESONE) WHOSE MANES IS AND THE SASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS) WHOSE NAMES IS AND SASIS AND ACKNOWLEDOED TO ME THAT MEMBETHER PERSONAL THE SAME IN HIS HEARTHER AUTHORIZED CAPACITY(TIES), AND THAT BY HIS HEARTHER AUTHORIZED CAPACITY(TIES) AND THAT BY HIS HEARTHER AUTHORIZED CAPACITY(TIES) AND THAT BY HIS HEARTHER AUTHORIZED CAPACITY(TIES) AND THAT BY HIS HEARTHER AUTHORIZED CAPACITY ON BEHALF OF PARCH THE PERSONS) ACTIO, DISCOURD THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERLIRY UNDER THE LANS OF THE STATE OF CALIFORNIA THAT THE FORESOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

TITLE COMPANY CERTIFICATE

LHEREBY CERTIFY THAT THE PERSONS SPECIFIED IN THE CERTIFICATES HEREON ARE THE OWNERS, AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE.

STEWART TITLE OF CALIFORNIA INC.

TITLE REPRESENTATIVE

10-23-2024

COUNTY RECORDER'S CERTIFICATE:

FILED THIS ____ DAY OF ____ 2024 AT M IN BOOK OF FINAL MAPS AT PAGE(S) _____ AT THE REQUEST OF DESERT SURVEYING & ENSINEERING

CHICK STOREY

DESERT SURVEYING AND ENGINEERING

SHEET I OF B SHEETS

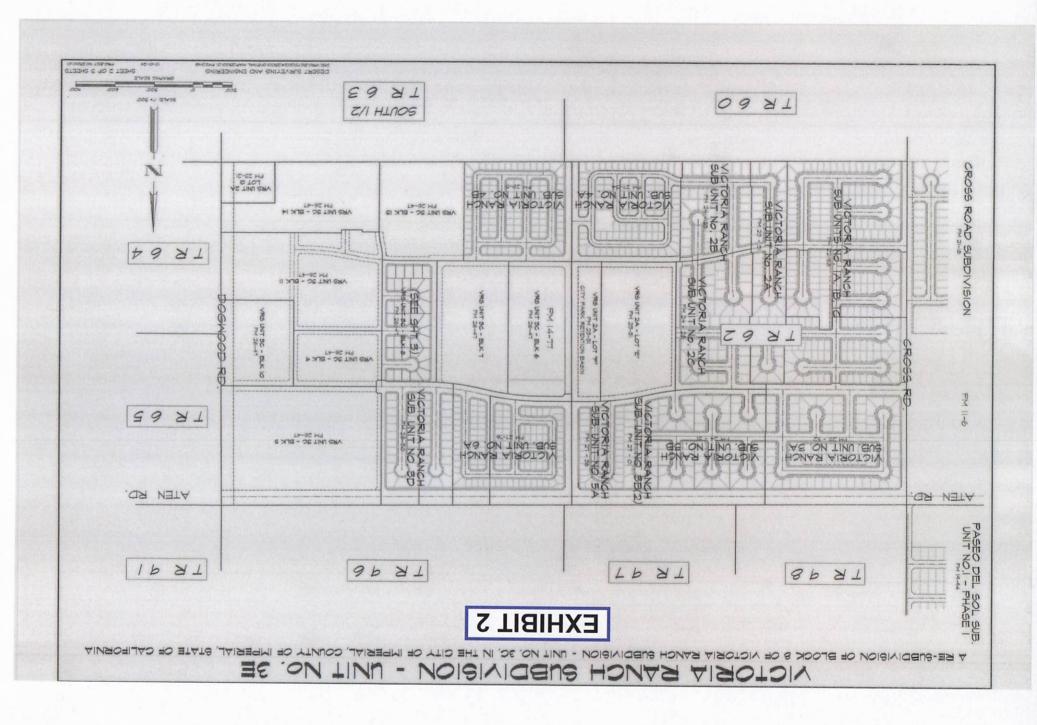
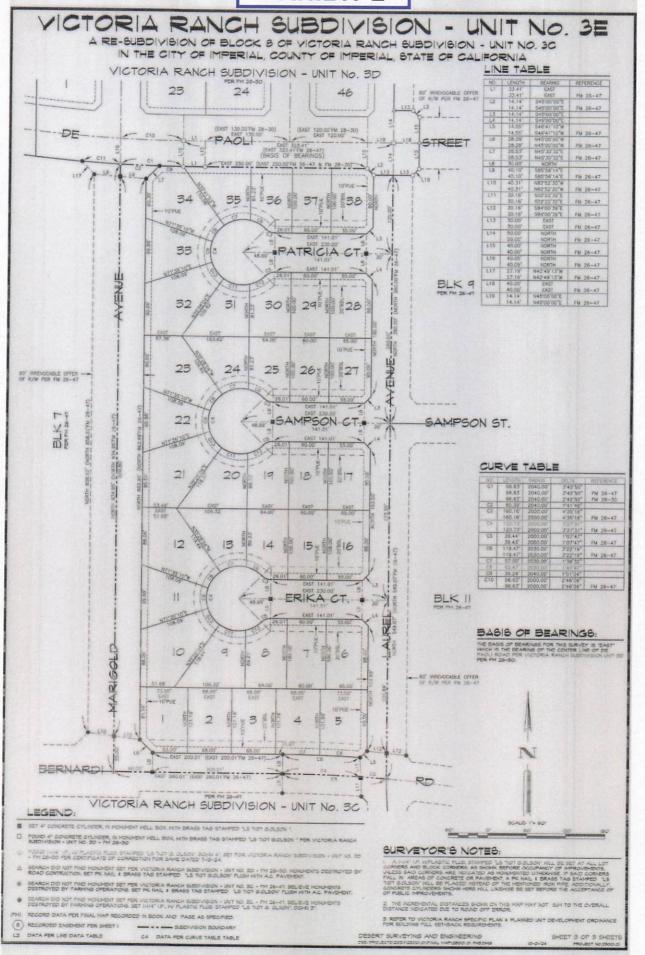
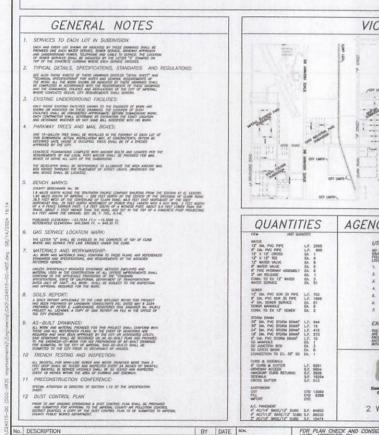
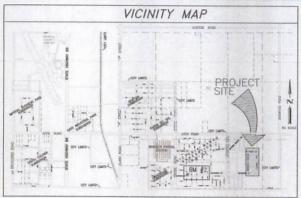


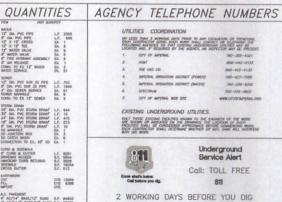
EXHIBIT 2



PLANS FOR IMPROVEMENTS VICTORIA RANCH SUBDIVISION UNIT No. 3E IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA



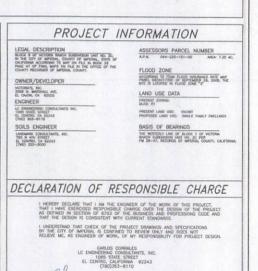






1. TITLE SHEET. 2. KEY SHEET. 3. GRADING PLAN. 4. GRADING PLAN. 4. GRADING PLAN. 5. PLAN & PROFILE (BERNARDI ST.) 7. PLAN & PROFILE (BERNARDI ST.) 8. PLAN & PROFILE (BARROLD AVE.) 9. PLAN & PROFILE (FARRICLA ST.) 10. PLAN & PROFILE (FARRICLA ST.) 11. PLAN & PROFILE (GREAN ST.) 12. SPECIFICATION SHEET 13. DETAIL SHEET 14. DETAIL SHEET 15. DETAIL SHEET

ABBREVIATIONS CL CONTR LINE ST. LT. STREET LIGHT FL. PLUM LINE TO TOP OF CURB TO THE NEW TOP OF PASSIBLET TO STORM DRIVEN LINE WHITER LINE SO STORM DRIVEN LINE STORM DRIVEN LI



SOILS ENGINEER CERTIFICATE

THESE PLANS HAVE BEEN REVENED BY THE UNDERSIONED RELATIVE TO GEDTECHNICAL ASPECTS OF THE PLANS AND HAVE BEEN FOUND TO BE IN CONFORMACE WITH INTENTIONS OF THE PENDINGS AND RECOMMENDATIONS CONTAINED. IN THE GEDTECHNICAL REFORMS CONSULED IN THE GEDTECHNICAL REFORMS CONSULEDATION, INC., LCI PROJECT NO. LE24085 DATED MRY 0.2014.

BY DO J
PETER E. LOBRIGHERIE, P.E.
R.C.E. No. 84,812

DATE: 8/16/2024 EXPRATION DATE: 3/31/2026

RANCH SUB.

DATE 8/15/2024

LANDMARK CONSULTANTS, INC. 780 N. 4th STREET, EL CENTRO, CA 92243 (780) 370-3000

	DESCRIPTION	BY	DATE	SCAL
3	PER CITY OF IMPERIAL PCK COMMENTS LETTER DATED 7/08/24	STAFF	7/15/24	
1	PER CITY OF IMPERIAL PCK COMMENTS LETTER DATED 08/14/24	STAFF	7/15/24	
7			1	11/

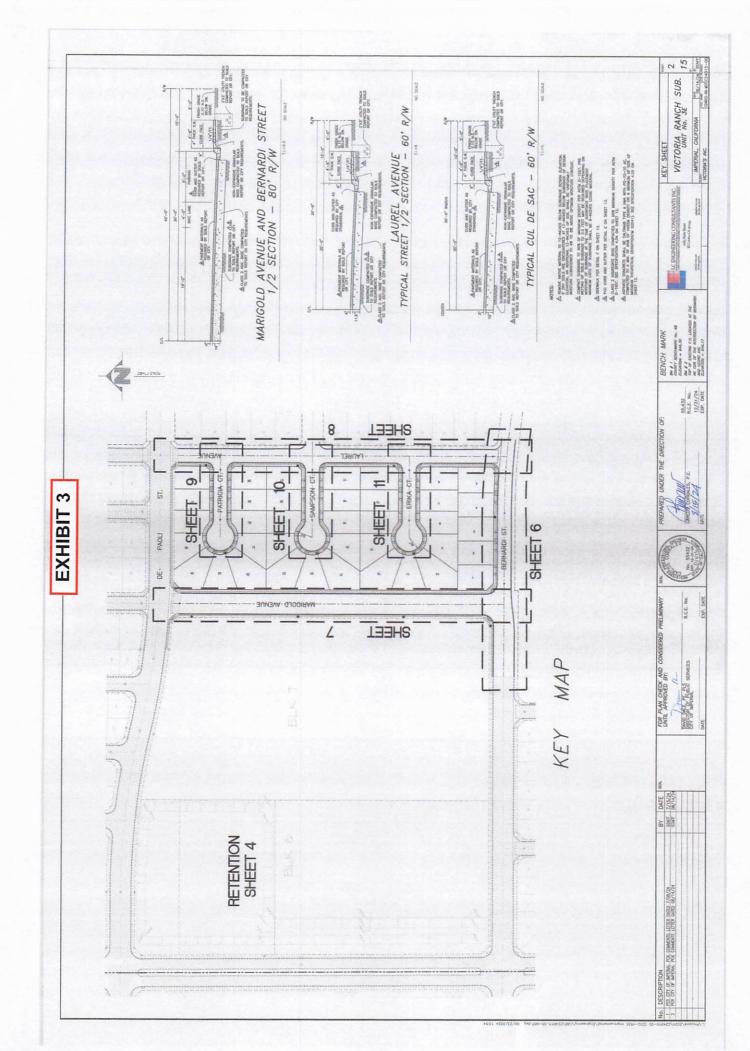


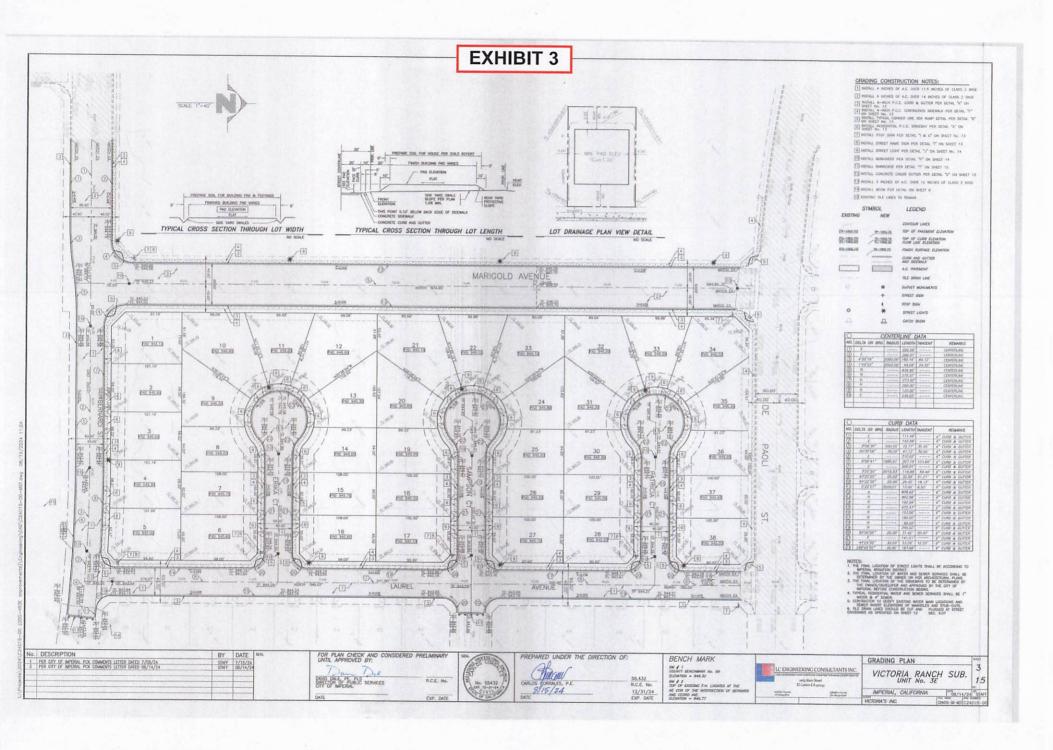


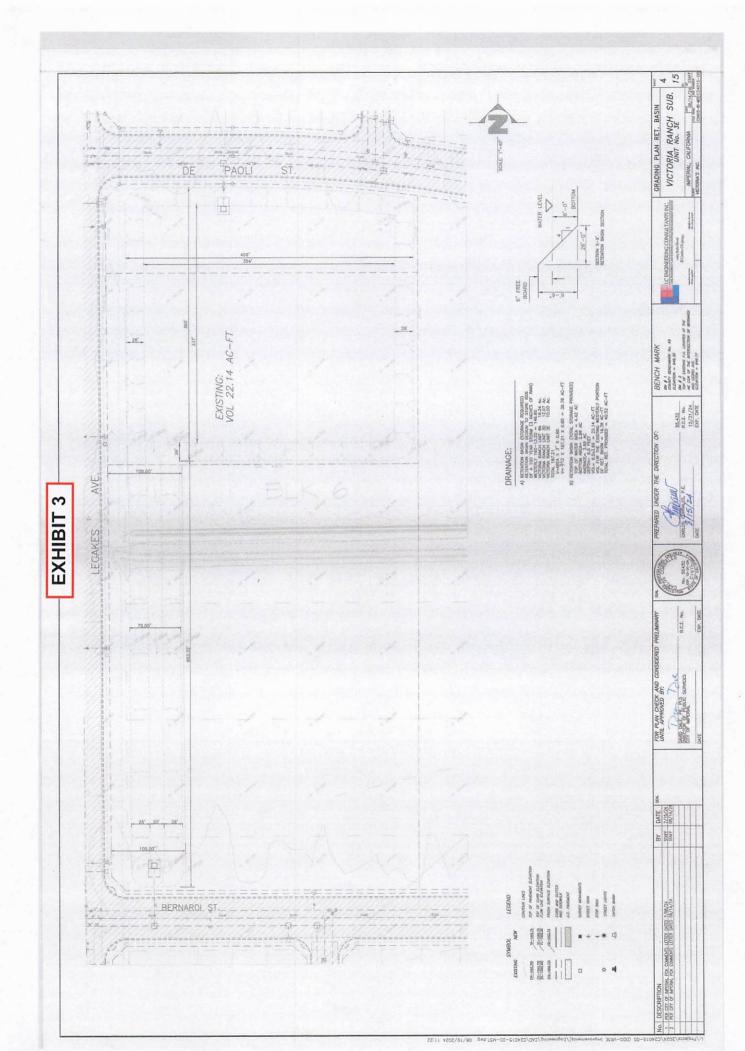
PREPARED UNDER THE	DIRECTION	OF:
Amend		
CARLOS CORRALES, P.E.		55,432
8/15/2024		R.C.E. No. 12/31/24
DATE		EXP. DATE

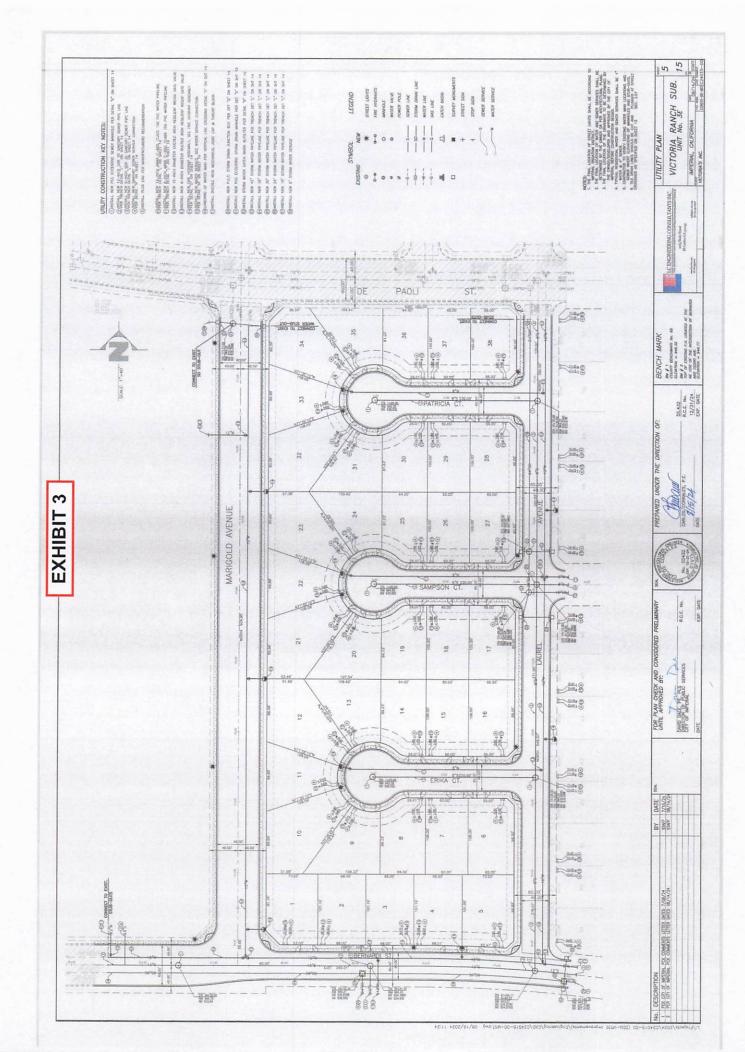
BENCH	MARK	
BM # 1 COUNTY BENC FLENKTON =		
TOP OF ENGI	ING FAL LUCKTED AS THE ATTERSECTION OF	THE BERNARCE
ELEVATION -	945.77	

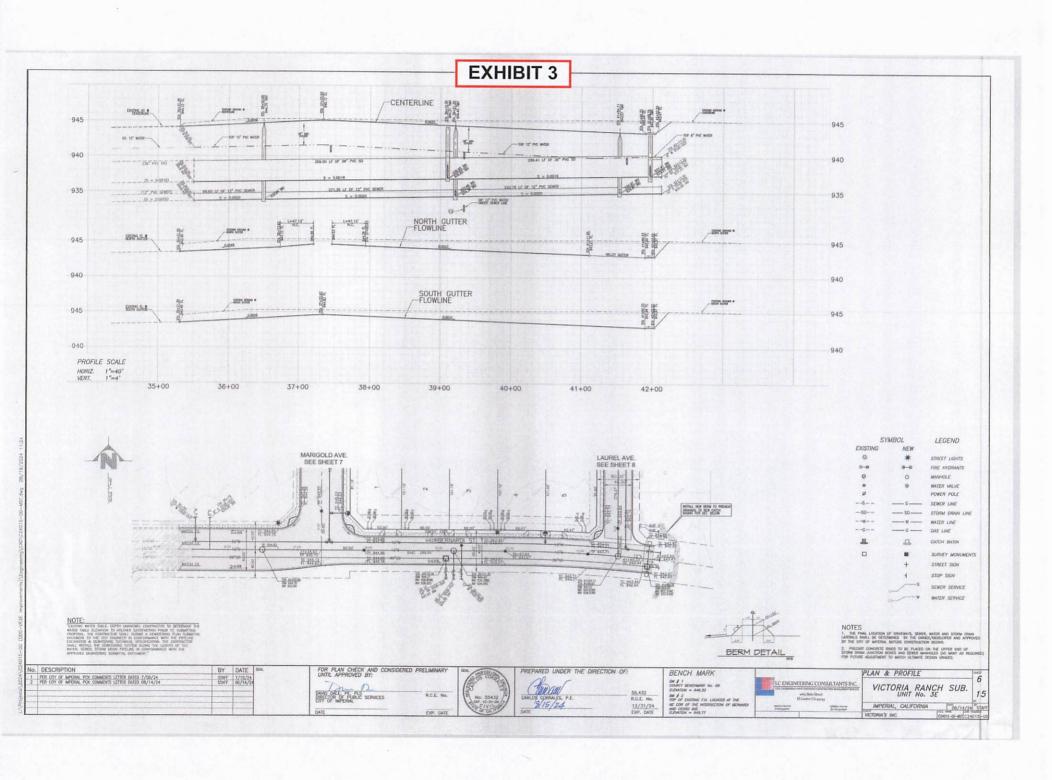
			VICTORIA'S INC.
2.3	Wangaba	Applications .	IMPERIAL, CALIF
	LC ENGINEERING CONSULTANTS INC.		VICTORIA
			TITLE SHEET

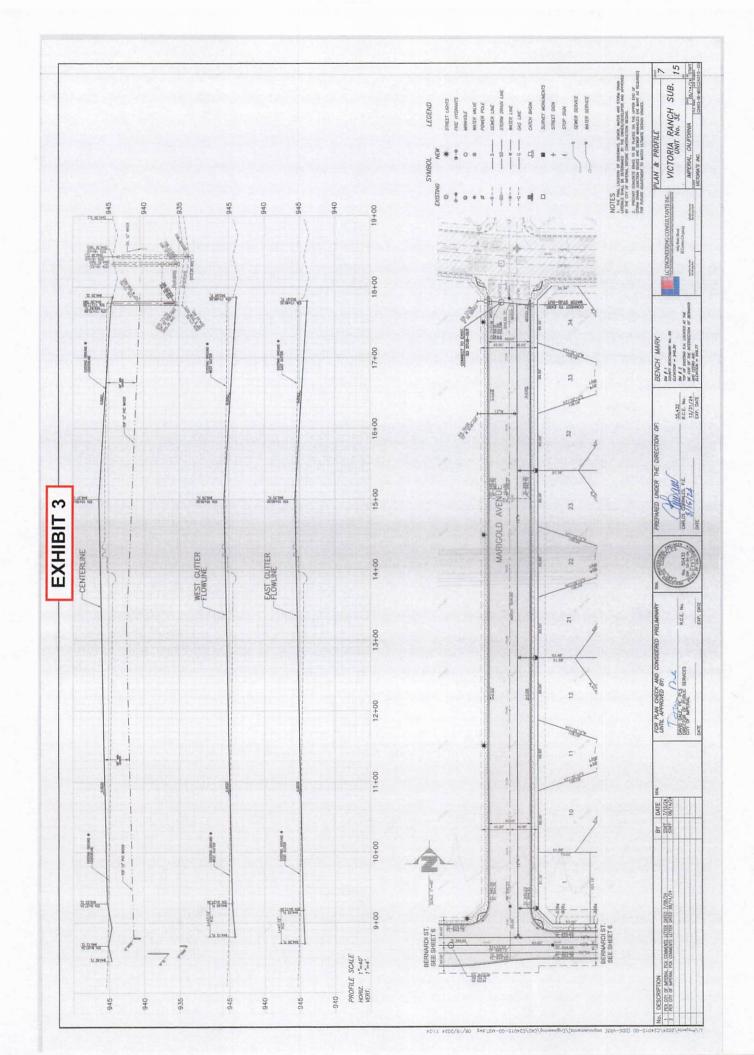


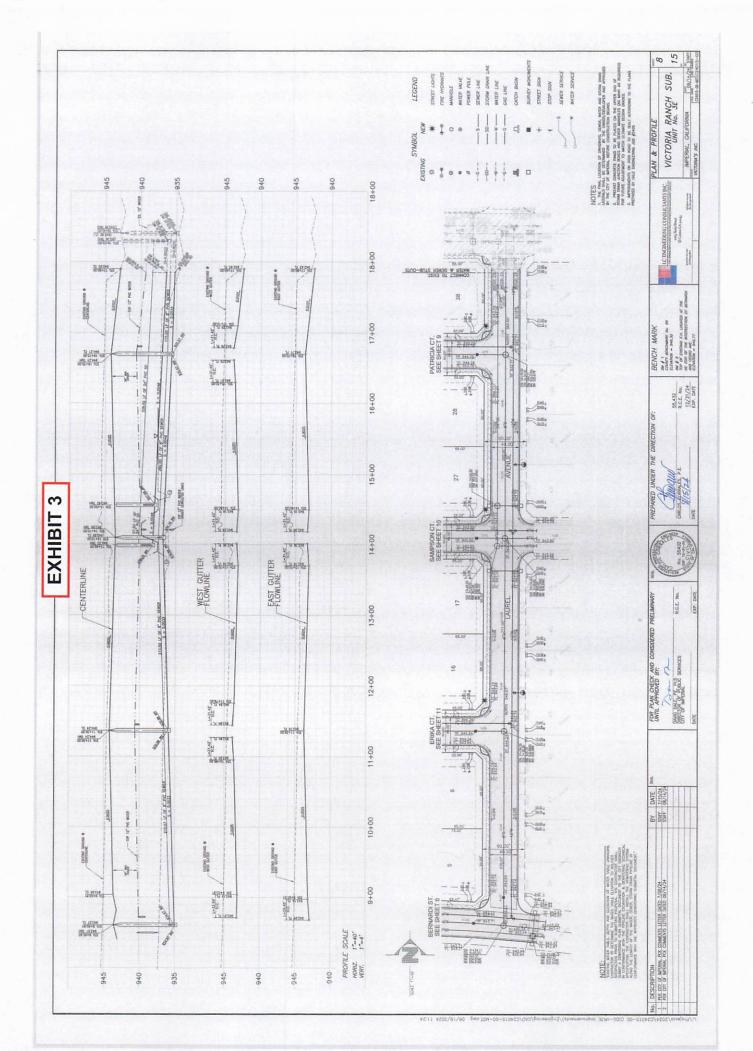


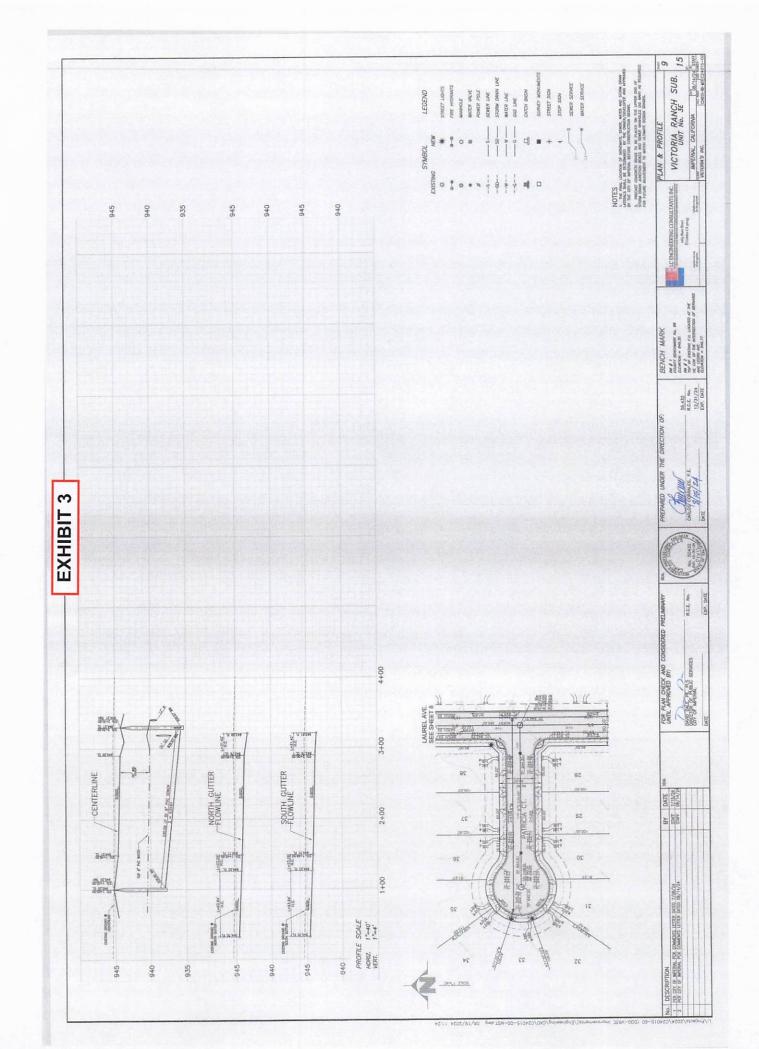


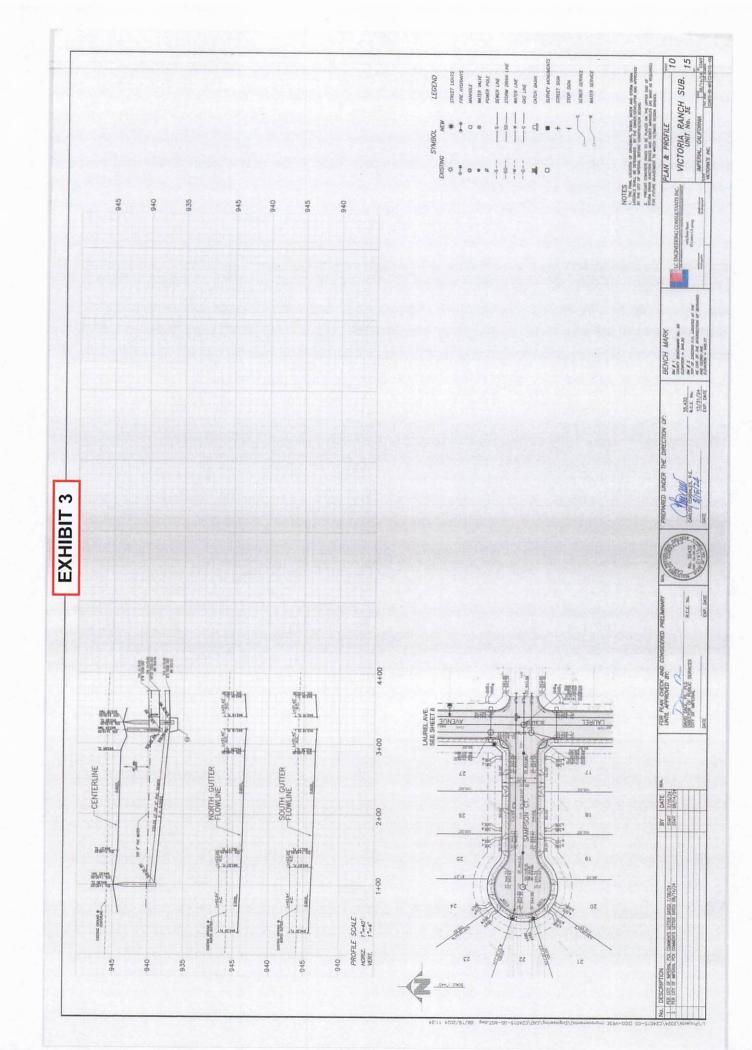


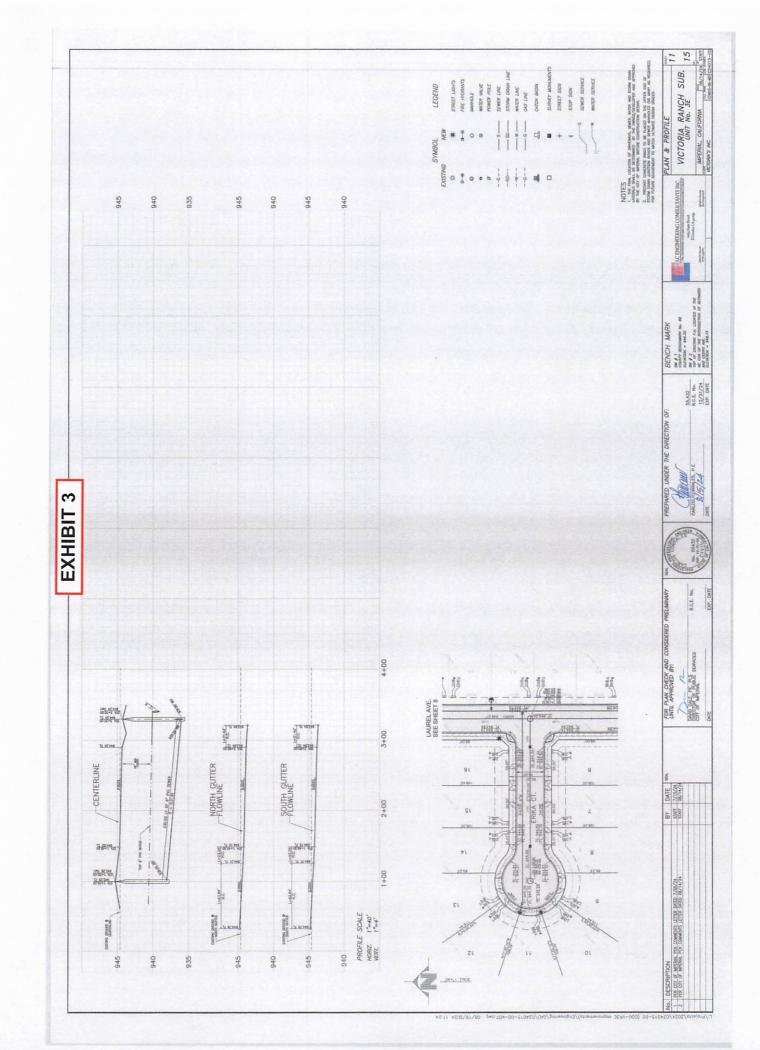












THE CONTRICTION OF THE STOCK OF

The control of the co

110 FORWARD SHALL GO THE LOCATION OF THE SHALL CONTROL OF THE SHALL CONT

4. STREET WORK

CONTRACTOR CONTRACTOR TO THE TOTAL TO THE TO

consistent behavioral, the major and any special first day at load or any observable of the consistent behavioral to the consistent by the consistent behavioral to the consistent by the consistent behavioral to the consistent behav

4.0 TO THE OWN PROPRIES BELLEVISOR SHALL BE WELLED ON CONTROL SHALL BE WELLED ON CONTROL SHALL BE WELLED SHALL BE WELL BE WELLED SHALL BE WELL 5. MISCELLANEOUS

6. PIPELINE EXCAVATION & DEWATERING NOTES 64). DOMANDOS FOR IMPROVIDMEN WIDE FFELSE.
PRACE THE WINNESS FOR DAMAND, LESS WHICH FIRST THE OFFI THE

The Courts are constitutions of the constitution of the constituti Controlled the White Work of the September of the Septemb

The process of the pr MARRICES WITH FEMALESCHE BREISE LICKHED BELLOR UNDARBWEITER SHOULD BREISELE BY A WESTER, OF GALTIMUS CLARS & AUSTRALIC WITTERL, COMPACTED TO ACT LLAST SONS OF MANAGEM DERIGHT FOR MITH D-

> PREPARED UNDER THE DIRECTION OF: Chinamic P. C.

12/31/24 DP. DATE

TIC BIGMESTURG CONSULTATIS INC.

VICTORIA RANCH SUB.

**Shuffed

**Shuffed

UNIT No. 3E SPECIFICATION SHEET The same

12 IMPERIAL, CALIFORNIA MCTORN'S MC.

DESCRIPTION
FOR OTHER PROCESSANCE LETER DATE 7/29/24
FOR OTH OF MADDIN, PAX COMMENTS LETER DATE DATE DATE OF 18-57-4/24

2. SEATHWORK STATES OF THE WARD AND HE CLAUSE OF STATES OF STATES

FOLUMION OF THE WORK OF THE SEGMENT OF THE SEGMENT

15. The state of t

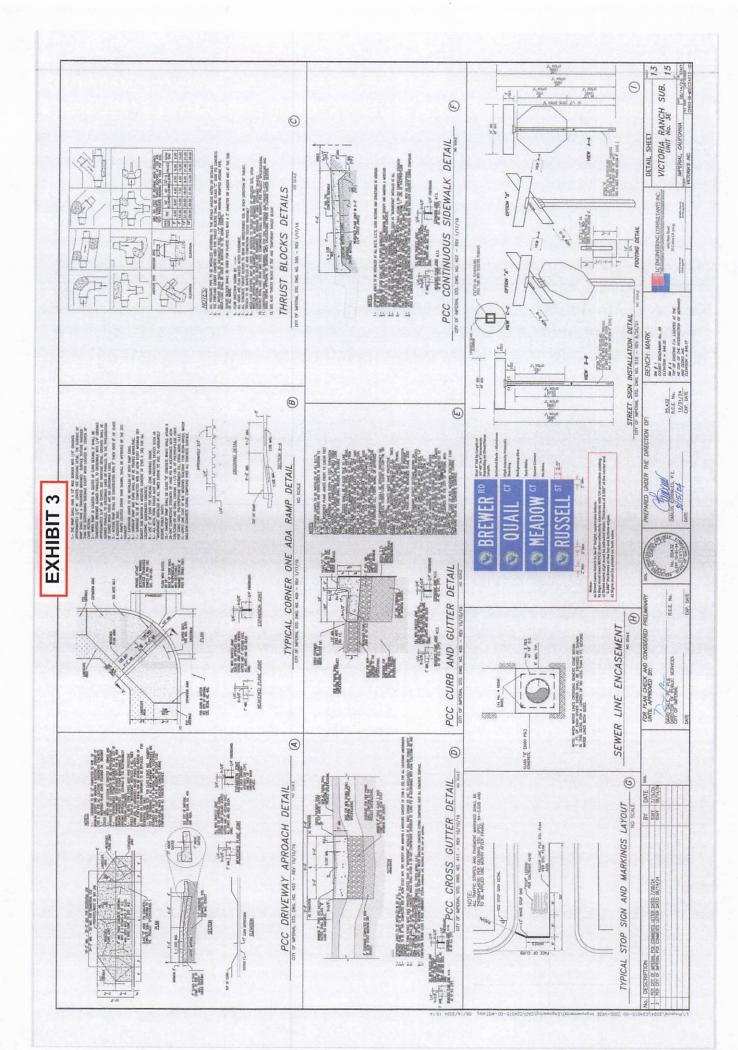
3. WATER, SEWER, AND STORM DRAIN

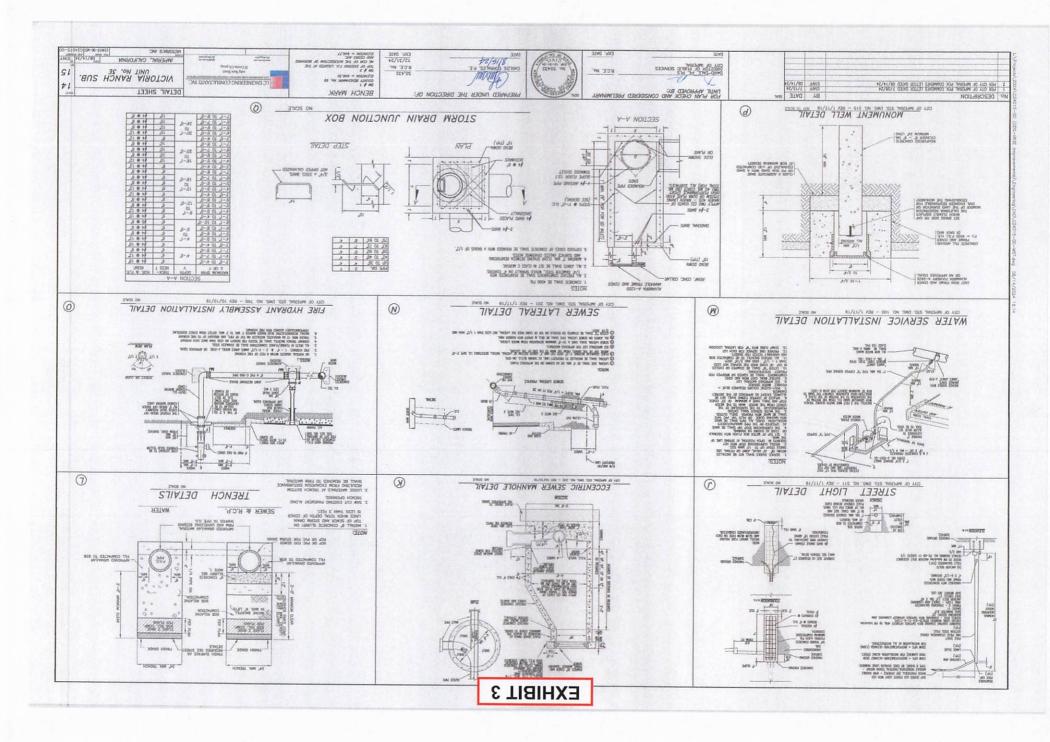
R.C.E. No. FOR PLAN CHECK AND CONSIDERED PREJAINARY UNTIL, APPROVED BY:

DAVE DUE P PLS SERVICES

STAT 7/15/24 STAFF 06/14/24

No. 55432 for 0-31-04





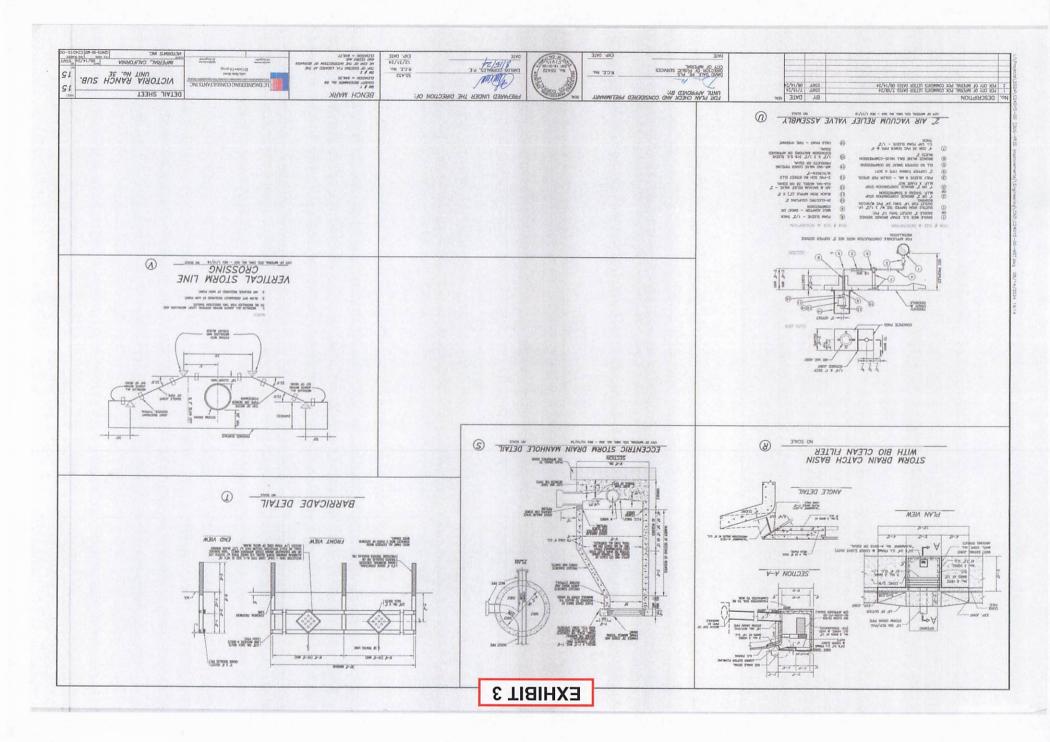


Exhibit 4

PERCONSULTANTS INC.

CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION MANAGEMENT SERVICES



CITY OF IMPERIAL VICTORIA RANCH SUBDIVISION UNIT 3E ENGINEER'S COST ESTIMATE FOR ON-SITE IMPROVEMENTS

Date: July 22, 2024

\$453,485.00				
00.281,78 00	3.41.8	213	SQ.FT.	CROSS GUTTER
00.128,201\$ 05	9.9\$	16254	SQ.FT.	SIDEWALK
00.284,028	0.77\$	2926	SQ.FT.	HANDICAP CURB RETURNS (270 SF)
00.498,884.00	0.818	† 086	SQ.FT.	DRIVEWAY ACCESS (258 SF)
00.90£,831\$ 00	256.0	1829	.a.J	Curb & Sidewalk 6" CURB & GUTTER
\$223,690.00				
00.000,12	0.000,1\$	L	.A∃	CONNECTION TO EXISTING 36" SD LINE
00.004,85\$ 00	0.008,4\$	8	.A3	SD CATCH BASIN
00.000,12\$	0.000,7\$	3	.A∃	SD MANHOLE
00.038,818 00	0.086,88	7	.Α∃	SD JUNCTION BOX
00.024\$ 00.00	0.845.0	10	L.F.	6" DIA. PVC STORM DRAIN
\$21,840.00	0.08\$	273	L.F.	18" DIA. PVC STORM DRAIN
00.002,14\$ 00	0.001\$	914	.H.J	24" DIA. PVC STORM DRAIN
00.026,18	\$120.0	91	L.F.	30" DIA. PVC STORM DRAIN
\$83,720.00	0.051\$	119	.F.	Storm Drain 36" DIA. PVC STORM DRAIN
00.008,035\$				
0 25,200.00	0.001,12	7	.A∃	CONNECTION TO EXISTING SEWER LINE
00.000,272	0.000,8\$	6	.A∃	SEWER MANHOLE
00.007,85\$ 0	0.007\$	13	.A3	4" DIA. SEWER SERVICE
00.037,101\$ 0	0.09\$	9691	.A.J	8" DIA, PVC SDR 35 PIPE
00.041,64\$ 0	0.07\$	707	.3.J	Sewer 12" DIA. PVC SDR 35 PIPE
00.275,265\$				
00.001,85\$ 0	0.001,18	19	.A3	WATER SERVICE
00'008't\$ 0	0.009,1\$	ε	.A3	CONNECTION TO EXISTING 12" WATER LINE
00.002,878 0	0.002,8\$	6	.A∃	6" FIRE HYDRANT ASSEMBLY
\$10,200.00	\$2,040.0	S	.A3	3VJAV A3TAW "8
00.006,82\$,600.00	\$3,200.0	8	.A3	3VJAV A3TAW "St
00.000,5\$	1,500.00	7	.A∃	12" X 8" TEE
00'000'9\$	0.002,1\$	₽	.A∃	12" X 12" TEE
	0.007,12	L	.A3	15" X 12" CROSS
00.027,44\$	0.02\$	00.268	.F.J	8" DIA. PVC PIPE
\$166,725.00	0.39\$	2,565.00	.F.	Water 12" DIA. PVC PIPE
JATOT	UNIT PRICE	YTITNAUD	TINU	M∃TI

Exhibit 4

Electrical STREET LIGHTS	EA.	11	\$7,500.00	\$82,500.00
UNDERGROUND ELECTRIC	EA.	38	\$1,750.00	\$66,500.00
UNDERGROUND ELECTRIC	۵٠.	00	41,700.00	\$149,000.00
				V. 1.0,000
Earthwork				
CUT	CYD	28289	\$2.00	\$56,578.00
FILL	CYD	28738	\$2.25	\$64,660.50
IMPORT	CYD	20.00	\$2.50	40.1000.00
IVII OICI	015			\$121,238.50
A.C. Pavement			224 2.45	
4" AC/14" CL II BASE/12" SUBGRADE	SF	64850	\$5.50	\$356,675.00
4" AC/11.5" CL II BASE/12" SUBGRADE	SF	68222	\$5.00	\$341,110.00
3" AC/10" CL II BASE/12" SUBGRADE	SF	15474	\$4.25	\$65,764.50
				\$763,549.50
Miscellaneous				
MOBILIZATION	L.S.	1	\$10,000.00	\$10,000.00
INSTALL STOP SIGN	EA	7	\$375.00	\$2,625.00
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	2	\$4,000.00	\$8,000.00
STAKING	L.S.	1	\$30,000.00	\$30,000.00
SOIL TESTING	L.S.	1	\$10,000.00	\$10,000.00
				\$67,500.00
				286 50



10% Contingency TOTAL

SUB-TOTAL

\$2,434,638.00 243,463.80 **\$2,678,101.80**

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 jugement 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.