

DATE SUBMITTED 12/13/2022
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 12/21/2022

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: VICTORIA RANCH UNIT 4B FINAL MAP 1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR VICTORIA RANCH SUBDIVISION - UNIT 4B 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 Victoria Ranch Subdivision - Unit 4B and finds all items acceptable. The approved cost estimate for required off-site improvements for said Unit 4B is \$3,046,105.15, 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 and a personal guaranty, similar to those approved in other subdivisions. There is sufficient value in the property involved to secure the required amount. See Exhibits 1 & 2 attached herewith for details.	
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS <u>DDP</u>
STAFF RECOMMENDATION: Staff recommends approval of the Final Map and Subdivision Agreement for Victoria Ranch Subdivision - Unit 4B.	DEPT. INITIALS <u>DM</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>DHM</u>
MOTION: SECONDED: APPROVED () REJECTED () AYES: DISAPPROVED () DEFERRED () NAYES: ABSENT: REFERRED TO:	

EXHIBIT 1

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

(Government Code §§ 66462 and 66463)

(S1) Subdivision: Victoria Ranch Subdivision - Unit No. 4B
(S2) Effective Date: December 21, 2022
(S3) Completion Period: December 21, 2022– December 21, 2023

THESE PARTIES ATTEST TO THE PARTIES’ AGREEMENT HERETO:

CITY COUNCIL

SUBDIVIDER

By: _____
Geoffrey D. Dale, Mayor

By: _____
Tory Lessley, Vice-President
VR4B, Inc., a California Corporation

APPROVAL RECOMMENDED:

FORM APPROVED - CITY ATTORNEY:

By: _____
Othon Mora
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 section 313).



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

2. IMPROVEMENTS
Subdivider agrees to construct, install, and complete certain improvements (both public and private), including but not limited to the following: road, drainage, signs, (including appurtenant equipment), water, sewer, and such other improvements as required by City ordinance or regulation, conditions of approval for the Subdivision, mitigation measures set

forth in environmental documentation, engineer's estimates and as shown on improvement plans for this Subdivision as reviewed and on file with the City of Imperial, Public Services Department (including future amendments thereto), (hereinafter "Work").

Subdivider shall complete all of said Work and improvements within the above completion period as required by the California Subdivision Map Act (Government Code §§ 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 six million, ninety-two thousand, two-hundred and ten dollars and thirty cents (\$6,092,210.30), 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 three million, forty-six thousand, one-hundred and five dollars and fifteen cents (\$3,046,105.15), 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. For Payment: Subdivider shall provide security in the sum of three million, forty-six thousand, one-hundred and five dollars and fifteen cents (\$3,046,105.15), which represents one hundred percent (100%) of the estimated cost of the Work

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

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

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

4. GUARANTEE AND WARRANTY OF WORK

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

agrees to correct, repair, or replace, at its expense, any defects in said Work.

5. **PLANT ESTABLISHMENT WORK**

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

6. **IMPROVEMENT PLAN WARRANTY**

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

7. **NO WAIVER BY CITY**

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

8. **INDEMNITY**

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

A. The indemnitees benefited and protected by this promise are the City and its elective and appointive boards, commissions, officers, agents, and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred, or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim, or damage was unforeseeable at any time before the City reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s) or other proceeding(s) concerning said liabilities and claims, excepting only those claims arising from the sole negligence of City.

C. The actions causing liability are any act or omission (negligent or non-negligent) in

connection with the matters covered by this Agreement and attributable to the Subdivider, contractor, subcontractor or any officer, agent, or employee of one or more of these.

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

9. COSTS

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

10. SURVEYS

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

11. NON-PERFORMANCE AND COSTS

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

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

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

12. RECORD MAP

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

13. MONUMENTATION SECURITY

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

14. ENGINEERING FEES

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

15. DATE OF COMPLETION

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

16. FEES

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

EXHIBIT "A"

A RE-SUBDIVISION OF THE FOLLOWING DESCRIBED LANDS:

**A RE-SUBDIVISION OF BLOCK 12 OF VICTORIA RANCH SUBDIVISION – UNIT NO. 3C,
IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF 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)

Exhibit B



**CITY OF IMPERIAL
VICTORIA RANCH SUBDIVISION UNIT 4B
ENGINEER'S COST ESTIMATE
FOR ON-SITE IMPROVEMENTS**

Date: September 26, 2022

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
Water				
12" DIA. PVC PIPE	L.F.	823.00	\$45.00	\$37,035.00
8" DIA. PVC PIPE	L.F.	3,650.00	\$36.00	\$131,400.00
12" X 8" TEE	EA.	2	\$1,500.00	\$3,000.00
8" X 8" TEE	EA.	5	\$1,250.00	\$6,250.00
8" X 45° ELBOW	EA.	6	\$750.00	\$4,500.00
12" WATER VALVE	EA.	1	\$3,200.00	\$3,200.00
8" WATER VALVE	EA.	14	\$2,040.00	\$28,560.00
6" FIRE HYDRANT ASSEMBLY	EA.	16	\$5,500.00	\$88,000.00
CONNECTION TO EXISTING 12" WATER LINE	EA.	1	\$1,600.00	\$1,600.00
WATER SERVICE	EA.	102	\$1,100.00	\$112,200.00
Sewer				
12" DIA. PVC SDR 35 PIPE	L.F.	\$50.00		
8" DIA. PVC SDR 35 PIPE	L.F.	4210	\$40.00	\$168,400.00
4" DIA. SEWER SERVICE	EA.	102	\$700.00	\$71,400.00
SEWER MANHOLE	EA.	14	\$5,500.00	\$77,000.00
CONNECTION TO EXISTING 8" SEWER LINE	EA.	1	\$1,000.00	\$1,000.00
Storm Drain				
42" DIA. PVC STORM DRAIN	L.F.	84	\$120.00	\$10,080.00
36" DIA. PVC STORM DRAIN	L.F.	823	\$105.00	\$86,415.00
24" DIA. PVC STORM DRAIN	L.F.	143	\$75.00	\$10,725.00
18" DIA. PVC STORM DRAIN	L.F.	1425	\$55.00	\$78,375.00
SD JUNCTION BOX	EA.	3	\$6,930.00	\$20,790.00
SD MANHOLE	EA.	8	\$5,500.00	\$44,000.00
SD CATCH BASIN	EA.	10	\$4,800.00	\$48,000.00
SD INLET/OUTLET STRUCTURE	EA.	1	\$8,000.00	\$8,000.00
CONNECTION TO EXISTING 36" SD LINE	EA.	1	\$1,000.00	\$1,000.00
Curb & Sidewalk				
6" CURB & GUTTER	L.F.	1610	\$18.00	\$28,980.00
PCC ROLLED CURB	L.F.	6160	\$15.00	\$92,400.00
DRIVEWAY ACCESS (80 SF)	SQ.FT.	8160	\$16.00	\$130,560.00
HANDICAP CURB RETURNS (270 SF)	SQ.FT.	5870	\$7.00	\$41,090.00
SIDEWALK	SQ.FT.	89220	\$5.00	\$446,100.00
CROSS GUTTER	SQ.FT.	3867	\$12.00	\$46,404.00
Subtotal				\$785,534.00
Subtotal				\$307,385.00
Subtotal				\$317,800.00
Subtotal				\$415,745.00

Electrical

STREET LIGHTS	EA.	14	\$5,000.00	\$70,000.00
UNDERGROUND ELECTRIC	EA.	102	\$1,750.00	\$178,500.00
				<u>\$248,500.00</u>

Earthwork

CUT	CYD	30585	\$2.00	\$61,170.00
FILL	CYD	103	\$2.25	\$231.75
IMPORT	CYD		\$2.50	
				<u>\$61,401.75</u>

A.C. Pavement

4" AC/14" CL II BASE/12" SUBGRADE	SF	46005	\$4.15	\$190,920.75
3" AC/10" CL II BASE/12" SUBGRADE	SF	123800	\$3.00	\$371,400.00
				<u>\$562,320.75</u>

Miscellaneous

MOBILIZATION	L.S.	1	\$10,000.00	\$10,000.00
INSTALL STOP SIGN	EA	9	\$375.00	\$3,375.00
INSTALL STREET NAME SIGN	EA	11	\$375.00	\$4,125.00
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
				<u>\$70,500.00</u>

SUB-TOTAL	\$2,769,186.50
10% Contingency	276,918.65
TOTAL	<u>\$3,046,105.15</u>



12/08/2022

NOTES:

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

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tel 760.353.8110

1065 State Street
El Centro CA 92243

info@lcec-inc.com
fax 760.352.6408

EXHIBIT 2

VICTORIA RANCH SUBDIVISION - UNIT No. 4B

A RE-SUBDIVISION OF BLOCK 12 OF VICTORIA RANCH SUBDIVISION - UNIT NO. 3C, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT:

I, GORDON O. OLSON, HEREBY STATE THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF CALIFORNIA THAT THIS MAP, CONSISTING OF 4 SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION ON AUGUST 8, 2022 AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LAS VICTORIAS, INC. AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT SUCH SURVEY IS TRUE AND CORRECT AS SHOWN, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN SUCH POSITION WITHIN SUCH TIME AS INDICATED ON THE ATTACHED SHEETS), AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Gordon O. Olson
GORDON O. OLSON, P.L.S. 7107
LICENSE EXPIRATION DATE: 12/31/2022
10-24-2022
DATE



ACTING CITY LAND SURVEYOR'S STATEMENT:

I, DAVID BELTRAN, ACTING CITY LAND SURVEYOR FOR THE CITY OF IMPERIAL, HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF 4 SHEETS, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AS APPROVED ON SEPTEMBER 21, 2022; THAT ALL OF THE PROVISIONS OF LOCAL ORDINANCES AND REQUIREMENTS OF CHAPTER 2, ARTICLE 2 OF THE SUBDIVISION MAP ACT AS AMENDED JANUARY 1, 2022, HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DAVID BELTRAN, P.L.S. 8482
ACTING CITY LAND SURVEYOR
LICENSE EXPIRATION DATE: 12/31/2022
DATE



CITY CLERK'S CERTIFICATE:

I, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IMPERIAL, BY RESOLUTION ADOPTED _____, 2022, HAS APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL STREETS, HIGHWAYS AND EASEMENTS, OFFERED FOR DEDICATION AS SHOWN HEREON.

DENNIS H. MORITA
CLERK OF THE CITY COUNCIL

TITLE COMPANY CERTIFICATE:

I, HEREBY 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.

BY: [Signature] DATE: 10/31/2022
TITLE REPRESENTATIVE

SOILS REPORT:

A SOILS REPORT APPLICABLE TO THE LAND INCLUDED WITHIN THIS MAP HAS BEEN PREPARED BY LANDMARK CONSULTANTS, INC. DATED JUNE 23, 2021, UNDER THE DIRECTION OF PETER E. LABRUGHERIE, REGISTERED CIVIL ENGINEER NO. 84,812 AS REPORT NO. LE21081. A COPY OF SAID REPORT IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

COUNTY RECORDER'S CERTIFICATE:

FILED THIS _____ DAY OF _____, 2022 AT _____ M. IN BOOK _____ OF FINAL MAPS, AT PAGE(S) _____ AT THE REQUEST OF DESERT SURVEYING & ENGINEERING.

GUCK STOREY
COUNTY RECORDER

SIGNATURE OMISSIONS STATEMENT:

THE SIGNATURES OF THE FOLLOWING PARTIES HAVE OMITTED PURSUANT TO SECTION 66-456(a)(3)(A) OF THE SUBDIVISION MAP ACT IN THAT THEIR INTERESTS CAN NOT RIPEN INTO FEE.

USA. RESERVATIONS AND EXCEPTIONS IN THE PATENT RECORDED MARCH 28, 1911 IN BOOK 4, PAGE 109 OF PATENTS, NOT PLOTTABLE.

USA. RESERVATIONS AND EXCEPTIONS IN THE PATENT RECORDED AUGUST 10, 1911 IN BOOK 3, PAGE 129 OF PATENTS, NOT PLOTTABLE.

- (A) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT AND RIGHTS INCIDENTAL THERETO FOR DRAINAGE DITCHES AS SET FORTH IN A DOCUMENT RECORDED DECEMBER 1, 1924 IN BOOK 68 PAGE 164 OF OFFICIAL RECORDS, PLOTTED HEREON.
- (B) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT AND RIGHTS INCIDENTAL THERETO FOR DRAIN CANALS, TELEPHONE LINES, POWER LINES AS SET FORTH IN A DOCUMENT RECORDED FEBRUARY 14, 1924 IN BOOK 224 PAGE 194 OF OFFICIAL RECORDS, PLOTTED HEREON.
- (C) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT AND RIGHTS INCIDENTAL THERETO FOR DRAIN CANALS, TELEPHONE LINES, POWER LINES AS SET FORTH IN A DOCUMENT RECORDED FEBRUARY 14, 1924 IN BOOK 224 PAGE 200 OF OFFICIAL RECORDS, PLOTTED HEREON.
- (D) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT AND RIGHTS INCIDENTAL THERETO FOR LATERAL DRAIN, TELEPHONE AND/OR ELECTRIC POWER LINE OR LINES AS SET FORTH IN A DOCUMENT RECORDED APRIL 16, 1936 IN BOOK 428 PAGE 174 OF OFFICIAL RECORDS, PLOTTED HEREON.
- IMPERIAL IRRIGATION DISTRICT, AN EASEMENT AND RIGHTS INCIDENTAL THERETO FOR IRRIGATION WASTE OR DRAINAGE CANALS OR POWER OR TELEPHONE LINES AS SET FORTH IN A DOCUMENT RECORDED MARCH 20, 1936 IN BOOK 428 PAGE 561 OF OFFICIAL RECORDS, NOT PLOTTABLE.
- IMPERIAL IRRIGATION DISTRICT, AN EASEMENT AND RIGHTS INCIDENTAL THERETO FOR POWER LINE AND NECESSARY APPURTENANCES AS SET FORTH IN A DOCUMENT RECORDED NOVEMBER 14, 1937 IN BOOK 471 PAGE 9 OF OFFICIAL RECORDS, NOT PLOTTABLE.
- IMPERIAL IRRIGATION DISTRICT, AN EASEMENT AND RIGHTS INCIDENTAL THERETO FOR CANAL, TELEPHONE AND/OR ELECTRIC POWER LINE OR LINES AS SET FORTH IN A DOCUMENT RECORDED AUGUST 9, 1943 IN BOOK 607 PAGE 83 OF OFFICIAL RECORDS, NOT PLOTTABLE.
- (E) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT AND RIGHTS INCIDENTAL THERETO FOR POWER LINE AS SET FORTH IN A DOCUMENT RECORDED APRIL 22, 1948 IN BOOK 704 PAGE 404 OF OFFICIAL RECORDS, ONLY APPROXIMATE LOCATION PLOTTED HEREON.
- (F) CITY OF IMPERIAL, EASEMENTS AS SHOWN AND/OR DEDICATED UPON THE VICTORIA RANCH SUBDIVISION - UNIT NO. 3C, FILED IN BOOK 26, PAGE 41 OF FINAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, PLOTTED HEREON.

LEGAL DESCRIPTION:

A RE-SUBDIVISION OF THE FOLLOWING DESCRIBED LANDS:

PARCEL 1:
BLOCK 12, 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 41 OF FINAL MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

OWNER'S CERTIFICATE:

I, HEREBY CERTIFY THAT WE ARE THE ONLY PARTIES 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 STREETS, HIGHWAYS AND EASEMENTS, AS SHOWN UPON SAID MAP AND BEING WITHIN SAID SUBDIVISION.

VR4B, INC., A CALIFORNIA CORPORATION

SIGNATURE: [Signature] DATE: 10-31-22
PRINT: Tory Lesley
TITLE: Vice President
FOR: VR4B, INC., A CALIFORNIA CORPORATION

NOTARY ACKNOWLEDGMENTS:

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 10/31/2022 BEFORE ME, Valerie Cardenas

PERSONALLY APPEARED Torrence Scott Lesley
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 ON 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: [Signature] (SEAL)
PRINT NAME: Valerie Cardenas
PRINCIPAL PLACE OF BUSINESS: Imperial County
COMMISSION EXPIRATION DATE: 9/27/2026



SUPPORTING DOCUMENTS:

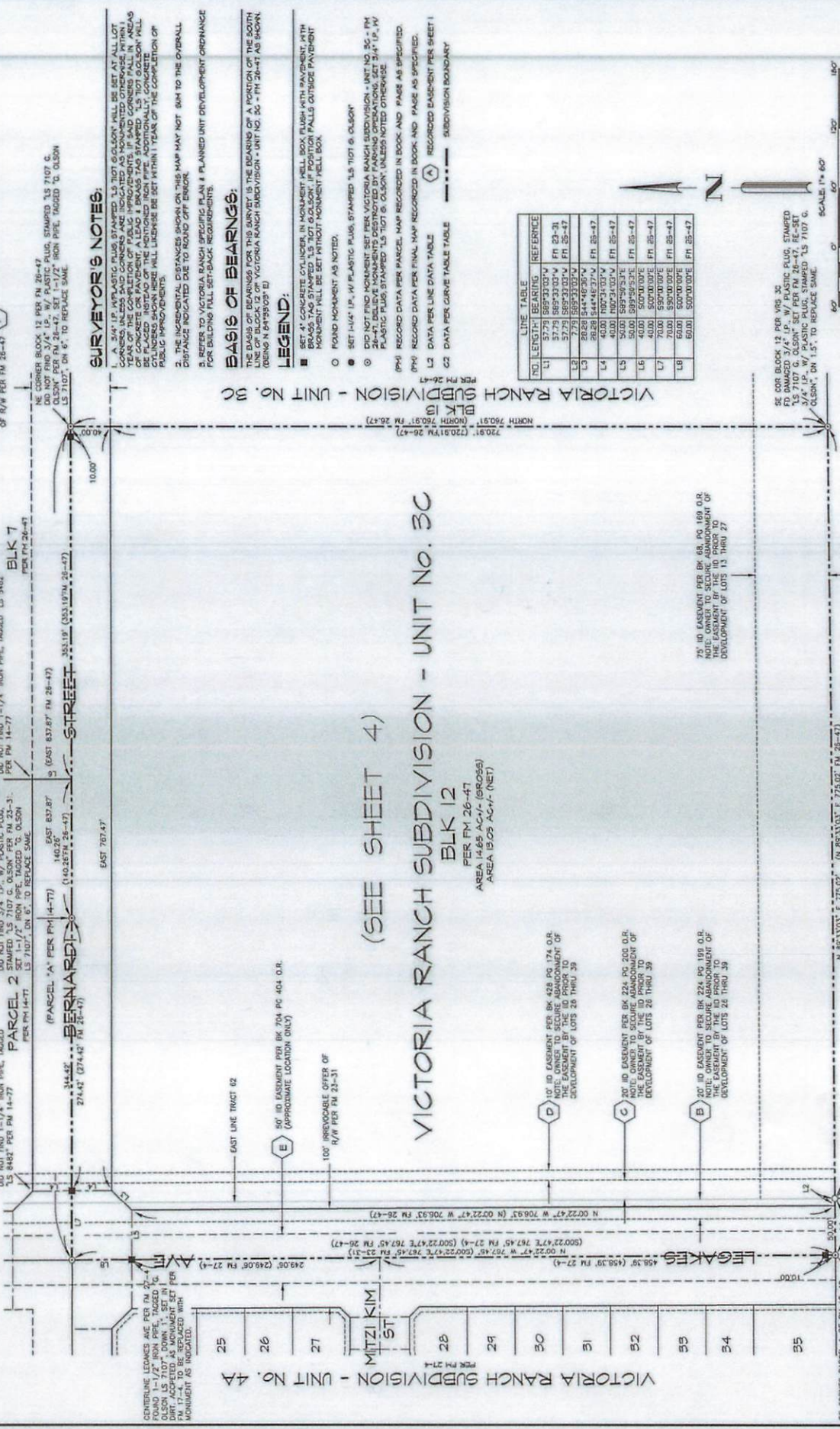
THE FOLLOWING DOCUMENTS WERE RECORDED AS OFFICIAL RECORDS OF THE COUNTY OF IMPERIAL IN SUPPORT OF THIS FINAL MAP.

TITLE	INSTRUMENT NO.
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: _____	INSTRUMENT NO. _____
TITLE: _____	INSTRUMENT NO. _____

EXHIBIT 2

VICTORIA RANCH SUBDIVISION - UNIT NO. 4B

A RE-SUBDIVISION OF BLOCK 12 OF VICTORIA RANCH SUBDIVISION - UNIT NO. 3C, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA



LINE	LENGTH	BEARING	REFERENCE
L1	57.75	S89°32'03"W	PT 25-31
L2	7.75	S89°32'03"W	PT 25-47
L3	28.28	S44°46'36"W	PT 25-47
L4	40.00	N00°00'00"E	PT 25-47
L5	50.00	S89°59'53"E	PT 25-47
L6	40.00	S00°00'00"E	PT 25-47
L7	70.00	S90°00'00"E	PT 25-47
L8	60.00	S00°00'00"E	PT 25-47

SURVEYOR'S NOTES:

- A 3/4" I.P. W/PLASTIC PLUG STAMPED "LS 7107 G" SHALL BE SET AT ALL LOT CORNERS UNLESS SAID CORNERS ARE INDICATED AS NON-MONUMENTED OTHERWISE WITHIN 1 FOOT OF THE CORNER. ALL MONUMENTS SHALL BE SET WITHIN 1 FOOT OF THE CORNER. ALL MONUMENTS SHALL BE SET WITHIN 1 FOOT OF THE CORNER. ALL MONUMENTS SHALL BE SET WITHIN 1 FOOT OF THE CORNER.
- THE INCREMENTAL DISTANCES SHOWN ON THIS MAP MAY NOT BE TO THE CENTERLINE DISTANCE INDICATED DUE TO ROUND OFF ERROR.
- REFER TO VICTORIA RANCH SPECIFIC PLAN # PLANNED UNIT DEVELOPMENT ORDINANCE FOR BUILDING FULL SET-BACK REQUIREMENTS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE BEARING OF A PORTION OF THE SOUTH LINE OF BLOCK 12 OF VICTORIA RANCH SUBDIVISION - UNIT NO. 3C - PM 26-47 AS SHOWN (BEING N 84°55'09"E)

LEGEND:

- SET 4" CONCRETE CYLINDER IN MONUMENT HELL BOX FLUSH WITH PAVERMENT WITH MONUMENT HELL BOX FULLY SET WITHIN MONUMENT HELL BOX.
- FOUND MONUMENT AS NOTED.
- SET 1/4" I.P. W/ PLASTIC PLUG, STAMPED "LS 7107 G, OLSON"
- DO NOT FIND MONUMENT SET PER VICTORIA RANCH SUBDIVISION - UNIT NO. 3C - PM 26-47. BELIEVE MONUMENTS DESTROYED BY FURNING OPERATIONS. SET 3/4" I.P. W/ PLASTIC PLUG STAMPED "LS 7107 G, OLSON, UNLESS NOTED OTHERWISE.
- RECORD DATA PER PARCEL MAP RECORDED IN BOOK AND PHASE AS SPECIFIED.
- DATA PER LINE DATA TABLE
- RECORDED EASEMENT PER SHEET 1
- DATA PER GARVE TABLE
- SUBDIVISION BOUNDARY

10' ID EASEMENT PER BK 428 PG 174 O.R. NOTE: OWNER TO SECURE ABANDONMENT OF THE EASEMENT BY THE ID PRIOR TO DEVELOPMENT OF LOTS 25 THRU 35

10' ID EASEMENT PER BK 224 PG 200 O.R. NOTE: OWNER TO SECURE ABANDONMENT OF THE EASEMENT BY THE ID PRIOR TO DEVELOPMENT OF LOTS 26 THRU 35

10' ID EASEMENT PER BK 224 PG 165 O.R. NOTE: OWNER TO SECURE ABANDONMENT OF THE EASEMENT BY THE ID PRIOR TO DEVELOPMENT OF LOTS 26 THRU 35

SE CORNER BLOCK 12 PER PM 30
DO NOT FIND 3/4" I.P. W/ PLASTIC PLUG, STAMPED "LS 7107 G, OLSON"
3/4" I.P. W/ PLASTIC PLUG, STAMPED "LS 7107 G, OLSON", DN 6", TO REPLACE SAME.



S 1/2 - T R 6 B

EXHIBIT 2

VICTORIA RANCH SUBDIVISION - UNIT NO. 4B

A RE-SUBDIVISION OF BLOCK 12 OF VICTORIA RANCH SUBDIVISION - UNIT NO. 3C, IN THE CITY OF IMPERIAL, COUNTY OF CALIFORNIA

SE CORNER PARCEL 2 PER PM 14-77
 SW CORNER PARCEL 2 PER PM 14-77
 DO NOT FIND 1-1/2" IRON PIPE, TAPPED TO
 1.5 HIGHER PER PM 14-77
 PER PM 14-77

SE CORNER PARCEL 2 PER PM 14-77
 SW CORNER PARCEL 2 PER PM 14-77
 DO NOT FIND 1-1/2" IRON PIPE, TAPPED TO
 1.5 HIGHER PER PM 14-77
 PER PM 14-77

SE CORNER BLOCK 12 PER PM 26-47
 SW CORNER BLOCK 12 PER PM 26-47
 DO NOT FIND 3/4" I.P. W/ PLASTIC PLUG, STAMPED TO
 7107 G. O'CONNOR, SET PER PM 26-47, RE-SET
 TO 7107 G. O'CONNOR, DN 1.5" TO REPLACE SAME
 PER PM 26-47

SURVEYOR'S NOTES:

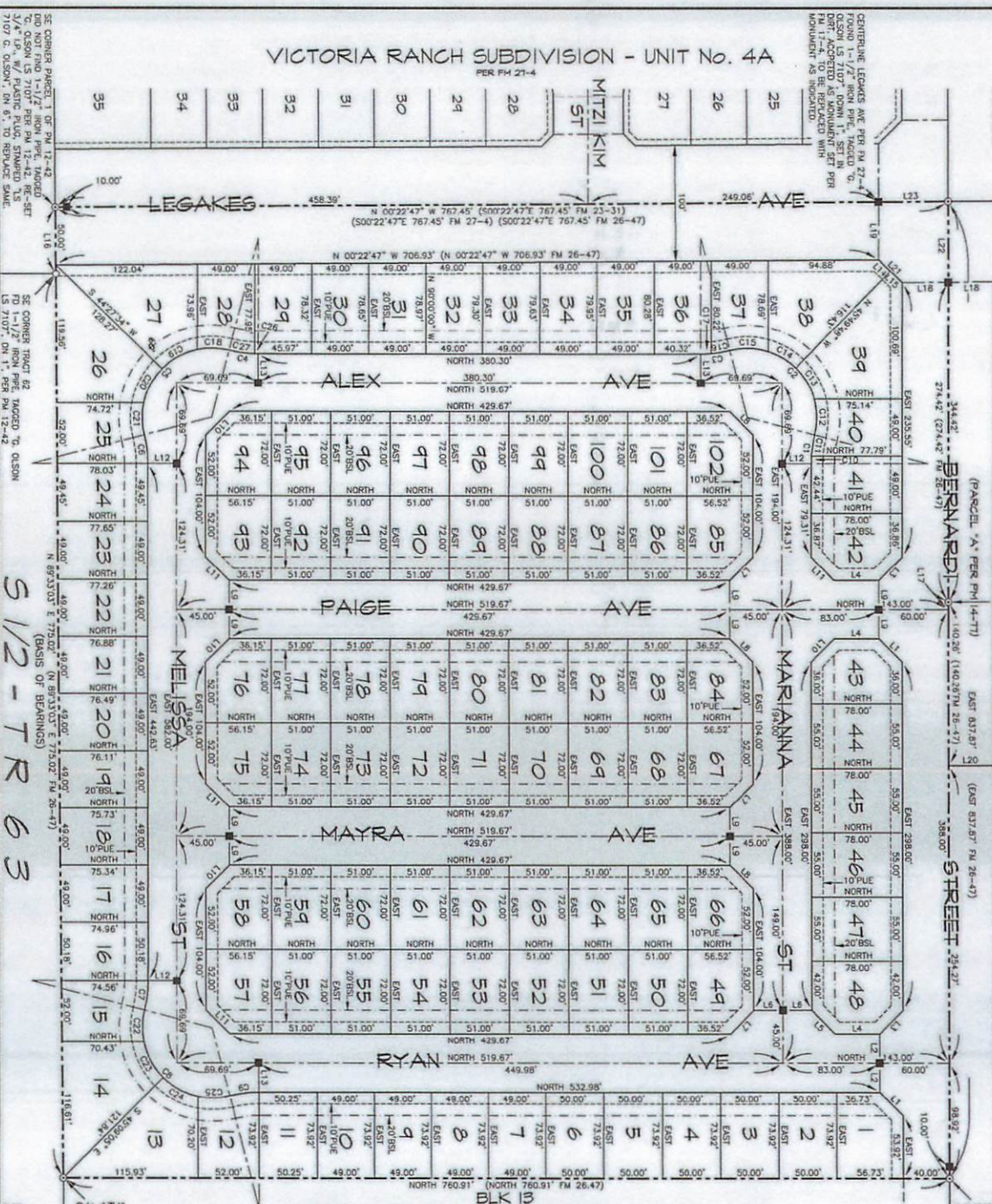
1. SET 1" IRON PIPES STAMPED TO 7107 G. O'CONNOR, DN 1.5" TO REPLACE SAME. SET AT ALL LOT CORNERS IN REPLY TO PUBLIC INQUIRY. SET PER PM 26-47. YEAR OF THE COMPLETION OF PUBLIC IMPROVEMENTS, IF SAID CORNERS FALL IN AREAS BEING CONSIDERED FOR PUBLIC IMPROVEMENTS, SET 3/4" I.P. W/ PLASTIC PLUG, STAMPED TO 7107 G. O'CONNOR, DN 1.5" TO REPLACE SAME. SET WITHIN 1 YEAR OF THE COMPLETION OF PUBLIC IMPROVEMENTS.
2. THE INCREMENTAL DISTANCES SHOWN ON THIS MAP MAY NOT BE SAID TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERROR.
3. REFER TO VICTORIA RANCH SPECIFIC PLAN # PLANNED UNIT DEVELOPMENT ORDINANCE FOR DETAILED FULL SET-BACK REQUIREMENTS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE BEARING OF A PORTION OF THE SOUTH LINE OF BLOCK 12 OF VICTORIA RANCH SUBDIVISION - UNIT NO. 3C - (PM 26-47) AS SHOWN (BEING 89°35'05" E).

LEGEND:

- SET 4" CONCRETE CORNER, IN MONUMENT FIELD BOX, FULSH WITH PLACEMENT WITH MONUMENT FIELD BOX, FULSH WITH PLACEMENT WITH MONUMENT FIELD BOX.
- FOUND MONUMENT AS NOTED.
- SET 1/4" I.P. W/ PLASTIC PLUG, STAMPED TO 7107 G. O'CONNOR.
- DO NOT FIND MONUMENT SET PER VICTORIA RANCH SUBDIVISION - UNIT NO. 3C - (PM 26-47). BELIEVE MONUMENTS DESTROYED BY PAVING OPERATIONS. SET 3/4" I.P. W/ PLASTIC PLUG, STAMPED TO 7107 G. O'CONNOR, DN 1.5" TO REPLACE SAME.
- (PM) RECORDED DATA PER PARCEL MAP RECORDED IN BOOK AND PAGE AS SPECIFIED.
- (L2) SECOND DATA PER FINAL MAP RECORDED IN BOOK AND PAGE AS SPECIFIED.
- (L3) DATA PER LINE DATA TABLE.
- (C2) DATA PER CURVE TABLE.
- (A) RECORDED ELEVATION PER SHEET 1.
- SUBDIVISION BOUNDARY.



NO.	LENGTH	BEARING	REFERENCE
L1	88.20	S55°00'00" W	FM 26-47
L2	25.00	S90°00'00" W	FM 26-47
L3	30.00	S45°00'00" W	FM 26-47
L4	30.00	S45°00'00" W	FM 26-47
L5	50.00	S00°00'00" W	FM 26-47
L6	50.00	S00°00'00" W	FM 26-47
L7	80.00	S45°00'00" W	FM 26-47
L8	80.00	S45°00'00" W	FM 26-47
L9	25.00	S90°00'00" W	FM 26-47
L10	80.00	S45°00'00" W	FM 26-47
L11	25.00	S90°00'00" W	FM 26-47
L12	25.00	S90°00'00" W	FM 26-47
L13	25.00	S90°00'00" W	FM 26-47
L14	14.19	S54°49'36" W	FM 23-31
L15	14.19	S54°49'36" W	FM 23-31
L16	57.79	S89°33'03" W	FM 26-47
L17	6.51	S90°00'00" W	FM 26-47
L18	40.00	N00°00'00" W	FM 26-47
L19	50.00	S00°00'00" W	FM 26-47
L20	50.00	S90°00'00" W	FM 26-47
L21	50.00	S90°00'00" W	FM 26-47
L22	70.00	S00°00'00" W	FM 26-47
L23	60.00	S00°00'00" W	FM 26-47