

DATE SUBMITTED 02/28/2024  
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR  
 DATE ACTION REQUIRED 03/06/2024

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION:  MONTERREY PARK SUBDIVISION NO. 2 UNIT 3C FINAL MAP  1. APPROVE FINAL MAP AND SUBDIVISION GUARANTEE FOR MONTERREY PARK SUBDIVISION NO.2 UNIT 3C.  2. AUTHORIZE THE RECORDATION OF FINAL MAP AND RELATED DOCUMENTS.		
DEPARTMENT INVOLVED:	COMMUNITY DEVELOPMENT		
BACKGROUND/SUMMARY:	Staff completed review of documentation related to the Final Map for Monterrey Park Subdivision No. 2 Unit 3C and finds all items acceptable. The approved cost estimate for required off-site improvements for Unit 3C is \$1,079,568.82 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.  Please see the following documentation attached herewith for details: <ul style="list-style-type: none"> <li>• Exhibit A – Final Map</li> <li>• Exhibit B – Subdivision Agreement</li> <li>• Exhibit C – Subdivision Guarantee</li> <li>• Exhibit D – Short Form Deed of Trust</li> <li>• Exhibit E – Right of Way and Utility Easement</li> <li>• Exhibit F – Engineers Cost Estimate</li> <li>• Exhibit G – Preliminary Report</li> </ul>		
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS	<u>DS</u>	
STAFF RECOMMENDATION:  1. Staff recommends approval of final map for Monterrey Park Subdivision No. 2 Unit 3C.  2. Staff recommends authorizing the recordation of final map and related documents.	DEPT. INITIALS	<u>DM</u>	
MANAGER'S RECOMMENDATION:  <i>approve staff recommendation</i>	CITY MANAGER'S INITIALS	<u>DHM</u>	
MOTION:	SECONDED: APPROVED ( ) REJECTED ( ) AYES: DISAPPROVED ( ) DEFERRED ( ) NAYES: ABSENT: REFERRED TO:		

# Exhibit A

## MONTERREY PARK SUBDIVISION NO. 2 - UNIT 3C

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.



*M. 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.



*M. 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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

**CITY CLERK'S CERTIFICATE:**

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

\_\_\_\_\_  
 KRISTINA SHIELDS  
 CLERK OF THE CITY COUNCIL

**SIGNATURE OMISSIONS STATEMENT:**

PURSUANT TO SECTION 66436 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) UNKNOWN ENTITY(IES) RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF LAND LYING WITHIN ANY ROAD, STREET, ALLEY OR HIGHWAY. (PLOTTED HEREON)
- (B) UNKNOWN ENTITY(IES) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. (NOT PLOTTED)

**OVERFLIGHT EASEMENT:**

THIS PROPERTY IS IN THE AREA SUBJECT TO OVERFLIGHTS BY AIRCRAFT USING IMPERIAL COUNTY AIRPORT, AND AS A RESULT, RESIDENTS MAY EXPERIENCE INCONVENIENCE, ANNOYANCE OR DISCOMFORT ARISING FROM THE NOISE OF SUCH OPERATIONS. STATE LAW (PUBLIC UTILITIES CODE SECTION 21670 ET. SEQ.) ESTABLISHES THE IMPORTANCE OF PUBLIC USE AIRPORTS TO PROTECTION OF THE PUBLIC INTEREST OF THE PEOPLE OF THE STATE OF CALIFORNIA.

RESIDENTS OF PROPERTY NEAR A PUBLIC USE AIRPORT SHOULD THEREFORE BE PREPARED TO ACCEPT SUCH INCONVENIENCE, ANNOYANCE OR DISCOMFORT FROM NORMAL AIRCRAFT OPERATIONS. ANY SUBSEQUENT DEED CONVEYING PARCELS OR LOTS SHALL CONTAIN A STATEMENT IN SUBSTANTIALLY THIS FORM.

**SOILS REPORT:**

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

**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**

TITLE OFFICER *Jesus Duran*

**SUPPORTING DOCUMENTS:**

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

- TITLE: SUBDIVISION GUARANTEE INSTRUMENT NO. \_\_\_\_\_
- TITLE: TAX CERTIFICATION INSTRUMENT NO. \_\_\_\_\_
- TITLE: RESOLUTION INSTRUMENT NO. \_\_\_\_\_
- TITLE: PUBLIC ROAD AND UTILITY EASEMENT 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 3A IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE 51 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.

**OWNER'S CERTIFICATE:**

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

JUPITER VENTURES I, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: *Daniel E. Dobson* DATE: 11/2/23

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 11/02/2023 BEFORE ME, Signe Kay Jean Notary Public PERSONALLY APPEARED Daniel E. Dobson 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:

*Signe Kay*  
 SIGNATURE OF NOTARY PUBLIC

MY PRINCIPLE PLACE OF BUSINESS IS IN Riverside COUNTY.  
 MY COMMISSION NUMBER: 245556  
 MY COMMISSION EXPIRES ON: 1/29/2027

**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

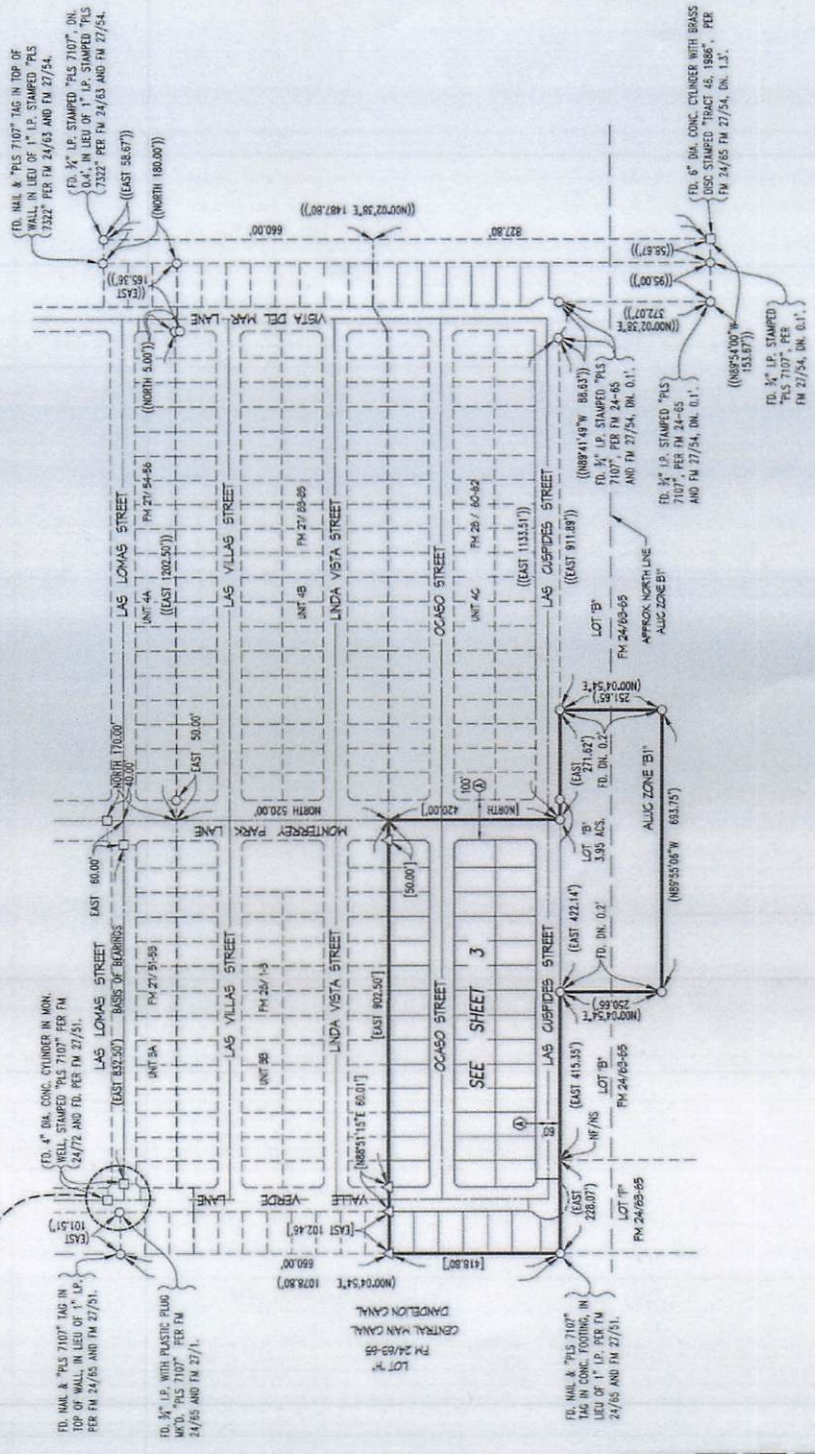
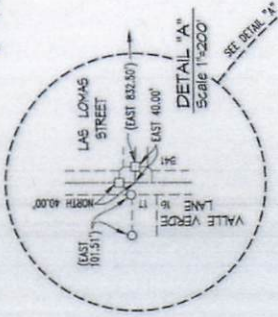
RDS AND ASSOCIATES

# MONTERREY PARK SUBDIVISION NO. 2 - UNIT 3C

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

INDEX SHEET



**SURVEYOR'S NOTES:**

- UNLESS SHOWN OTHERWISE ON THIS MAP, ALL LOT CORNERS WILL BE MONUMENTED WITH A 1" IRON PIPE TAGGED "LS 8461" WITHIN 90 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS. IF SAID CORNERS FALL IN AREAS OF CONCRETE, A LEAD AND BRASS TAG STAMPED "LS 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.

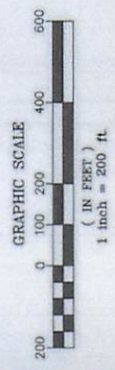
**LEGEND:**

- INDICATES SET 1" IRON PIPE TAGGED "LS 8461", FLUSH, UNLESS NOTED.
- INDICATES FD. 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "PLS 7107", FLUSH, PER FM 27/54-56, UNLESS NOTED. SEE SURVEYOR'S NO. 3 ABOVE.
- INDICATES FD. 4" DIA. CONC. CHIMNEY STAMPED "PLS 7107", IN MON. WELL BOX, PER FM 27/51-53, UNLESS NOTED.
- △ INDICATES FD. 1" IRON PIPE TAGGED "LS 8461", FLUSH, PER MONTERREY PARK SUBDIVISION NO. 2, UNIT 18, PER FM 26/1-3, UNLESS NOTED.
- [ ] INDICATES MEASURED AND RECORDED DATA PER FINAL MAP OF MONTERREY PARK SUBDIVISION NO. 2, UNIT 3B, AS RECORDED IN BOOK 28 OF FINAL MAPS, PAGES 1-3, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
- ( ) INDICATES MEASURED AND RECORDED DATA PER FINAL MAP OF MONTERREY PARK SUBDIVISION NO. 2, UNIT 3A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 31-33, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
- ( ) INDICATES MEASURED AND RECORDED DATA PER FINAL MAP OF MONTERREY PARK SUBDIVISION NO. 2, UNIT 3A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 34-35, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
- (A/C) INDICATES AIRPORT LAND USE COMPATIBILITY PLAN WITH 1996 REVISIONS ON SHEET 1.
- INDICATES SUBDIVISION BOUNDARY LINE

THE TOTAL AREA WITHIN THE DISTINCTIVE BOUNDARY LINE IS 14.27 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 MONTERREY PARK SUBDIVISION NO. 2, UNIT 3A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 31-33, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER, BEING "BEST".



Scale 1"=200'

RDS AND ASSOCIATES

# MONTERREY PARK SUBDIVISION NO. 2 - UNIT 3C

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

LINE DATA TABLE

LINE	BEARING	LENGTH
L1	N102°00'00"W	15.14'
L2	N45°00'00"W	15.14'
L3	NORTH	150.00'

CURVE DATA TABLE - see Details "A" and "B"

CURVE	DELTA	CHORD	LENGTH
C1	45°00'00"	115.50'	115.50'
C2	27°19'27"	19.500'	19.448'
C3	55°57'45"	19.500'	19.445'
C4	57°37'59"	20.000'	19.977'
C5	102°35'57"	60.28'	108.25'

**SURVEYOR'S NOTES:**

1. UNLESS SHOWN OTHERWISE ON THIS MAP, ALL LOT CORNERS WILL BE MONUMENTED WITH A 1" IRON PIPE TAGGED "LS 8461" WITHIN 90 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS. IF SAID CORNERS FALL IN AREAS OF CONSTRUCTION, THE SURVEYOR HAS STAMPED "LS 8461" SHALL BE PLACED INSTEAD OF THE MENTIONED P.P.E.

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

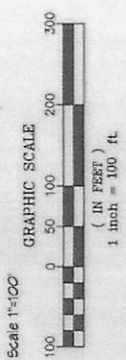
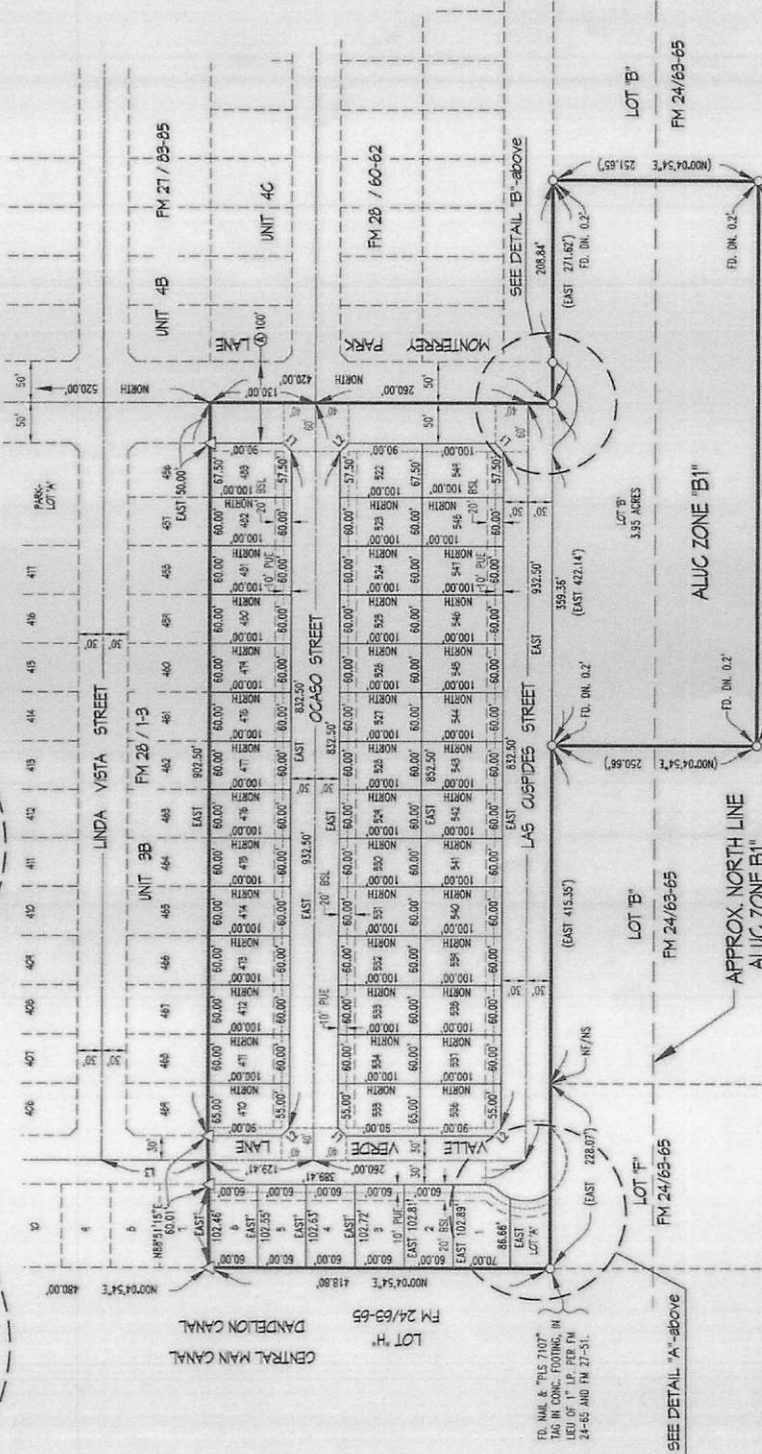
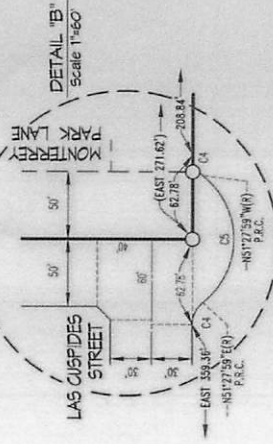
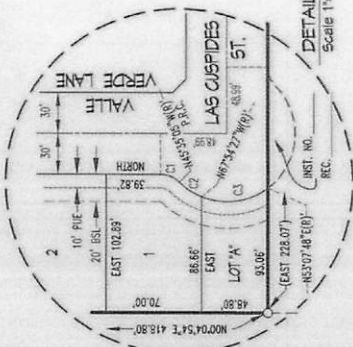
**LEGEND:**

- INDICATES SET 1" IRON PIPE TAGGED "LS 8461", FLUSH, UNLESS NOTED.
- INDICATES FD, 3/4" IRON PIPE WITH PLASTIC BUNG TAGGED "PLS 7107", FLUSH, PER FM 27/4-56, UNLESS NOTED. SEE SURVEYOR'S NO. 3 ABOVE.
- INDICATES FD, 4" DIA. CONC. CYLINDER TAGGED "PLS 7107", IN MON. WELL BOX, PER FM 27/51-53, UNLESS NOTED.
- △ INDICATES FD, 1" IRON PIPE TAGGED "LS 8461", FLUSH, PER MONTERREY PARK SUBDIVISION NO. 2, UNIT 3B, PER FM 28/ 1-3, UNLESS NOTED.
- ( ) INDICATES MEASURED AND RECORD DATA PER FINAL MAP OF MONTERREY PARK SUBDIVISION NO. 2, UNIT 3A, AS RECORDED IN BOOK 28 OF FINAL MAPS, PAGES 1-3, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
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- ( ) INDICATES MEASURED AND RECORD DATA PER FINAL MAP OF MONTERREY PARK SUBDIVISION NO. 2, UNIT 3A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-53, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.
- (ALIC) INDICATES AIRPORT LAND USE COMPATIBILITY PLAN WITH 1998 REVISIONS
- PUE INDICATES PUBLIC UTILITY EASEMENT (DEDICATED HEREIN)
- BEL INDICATES BUILDING SETBACK LINE SHOWN HEREON
- (A) INDICATES EASEMENT AS NOTED UNDER SIGNATURE QUESTION STATEMENT ON SHEET 1.
- INDICATES SUBDIVISION BOUNDARY LINE

THE TOTAL AREA WITHIN THE DISTINCTIVE BOUNDARY LINE IS 14.27 ACRES.

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS BASED ON THE CENTERLINE OF LAS CUSPIDES STREET ACCORDING TO FINAL MAP FOR MONTERREY PARK SUBDIVISION NO. 2, UNIT 3A, AS RECORDED IN BOOK 27 OF FINAL MAPS, PAGES 51-53, IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER, BEING "EAST".



**Exhibit B**

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

(Government Code Section 66462 and Section 66463)

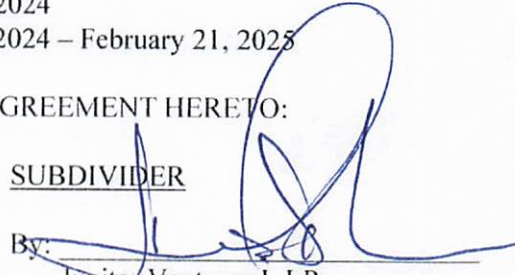
(S1) Subdivision: Monterrey Park Unit 3C  
(S2) Effective Date: February 21, 2024  
(S3) Completion Period: February 21, 2024 – February 21, 2025

THESE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL

By: \_\_\_\_\_  
Robert Amparano, Mayor

SUBDIVIDER

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 called ("City"), and the above named Subdivider, 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 install certain improvements (both public and private), including 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, Community Development Department (including future amendments thereto).

Subdivider shall complete all of said Work and improvements (hereinafter called "Work") within the above completion period as required by the California Subdivision Map Act

(Government Code Section 66410 and following), in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City Code and rulings made thereunder; and where there is a conflict between the improvement plans, City Code or conditions of approval, the stricter requirements shall govern.

3. **IMPROVEMENT SECURITY:**

Upon executing this Agreement, the Subdivider shall, pursuant to Government Code Section 66499, and the City Code, provide as security to the City:

- A. **For Performance and Guarantee of the Work:** First Lien position on real property described in *Exhibit A* ("Property") in the sum of one million, seventy-nine thousand, five hundred sixty-eight dollars, and eighty-two cents (\$1,079,568.82), which represents the estimated cost of the Work.

With this security, the Subdivider guarantees performance of all of the 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 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 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 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:** First Lien position on real property described in *Exhibit A* in the sum of in the sum of one million, seventy-nine thousand, five hundred sixty-eight dollars, and eighty-two cents (\$1,079,568.82), which represents one hundred percent (100%) of the estimated cost of the Work.

With this security, the Subdivider guarantees payment to the contractor, to his subcontractors, and to 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 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 Sections 66497, et. seq. "Acceptance," as used in this subparagraph is solely for the purpose of considering whether security can be reduced. The improvement security required herein for faithful performance of this Agreement may be reduced in amount, but not more often than once per month, as the Work of improvement is completed. 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 Section 66499.7. Subdivider agrees to correct, repair, or replace, at his 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 promise and Agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied or reviewed any plans or specifications in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.



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

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

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

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

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

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

13. MONUMENTATION SECURITY  
Subdivider shall file or deposit with the City a monument bond or security as applicable in an amount specified by the City Engineer pursuant to Sections 66496 and 66499 of the Government Code of the State of California.

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 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.

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 3C IN THE CITY OF IMPERIAL. AS PER MAP

RECORDED IN BOOK 27, PAGE(S) 51 OF FINAL MAPS, IN THE OFFICE OF THE  
COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.

# CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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

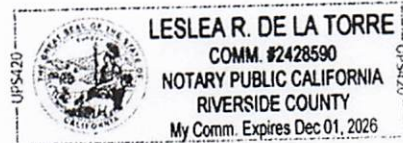
On 2/13/2024 before me Leslea De La Torre, Notary Public (insert name and title of the officer), personally appeared Daniel R. Dobron, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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 Leslea De La Torre

(Seal)



# Exhibit C

Form No. 14

CLTA Subdivision Guarantee (4-10-75)

Order Number: **NHSC-  
5871355**

Page Number: 1

## SUBDIVISION GUARANTEE

Fee: \$150.00

No.:

Subdivision: Monterrey Park Subdivision No. 2 - Unit 3C

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:

JUPITER VENTURES I, LP, A CALIFORNIA LIMITED PARTNERSHIP, as Owner

The signature of the following has been omitted under the provision of Section 66436, Subsection (a) (3) (i) 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:

City of Imperial, as holder of an easement for public streets known as Monterrey Park Lane and Las Cuspides Street as dedicated on map in Book 24 page 63 of Final Maps.

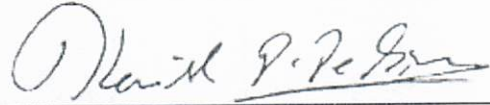
County of Imperial, as holder of an overflight easement as dedicated on map in Book 24 page 63 of Final Maps.

The map hereinbefore referred to is a subdivision of:

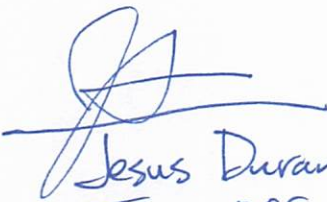
BEING A SUBDIVISION OF A PORTION OF REMAINDER PARCEL "A" OF MONTERREY PARK SUBDIVISION NO. 2 - UNIT 3A IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE 51 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.

Dated: 09/29/2023

FIRST AMERICAN TITLE INSURANCE COMPANY

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

  
Jesus Duran  
Title Officer

**Exhibit D**

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 7<sup>th</sup> day of February, 2024, 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 3C. Payment of the sum of \$1,079,568.82 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	Sulter	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

DANIEL R. DOBSON  
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 Riverside

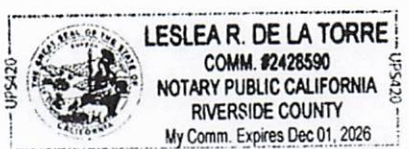
On 2/13/2024 before me, Leslea De La Torre, a Notary Public, personally appeared Daniel Dobson

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 Leslea De La Torre



(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 3C IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE 51 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 violation 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 \_\_\_\_\_

<b>MAIL RECONVEYANCE TO:</b> _____ _____ _____ _____
--

**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 E

**RECORDING REQUESTED BY:**

City of Imperial  
Community Development Department  
420 South Imperial Ave  
Imperial, CA. 92251

**WHEN RECORDED MAIL TO:**

City of Imperial  
Community Development Department  
420 South Imperial Ave  
Imperial, CA. 92251

---

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

Recording Fee: Exempt (Government Code Section 11922)

## **RIGHT OF WAY and UTILITY EASEMENT DEED**

**Jupiter Ventures I, LP**, (the "Grantor"), does hereby grant, convey, and dedicate to the City of Imperial, the right of way and utility easement and incidents hereto for any public use upon, over, under, and across that certain real property in the City of Imperial, State of California, described as follows:

**See attached Exhibit "A" legal description attached hereto and made a part hereof.**

The Grantors, for themselves, their successors and assigns hereby waive any claim for any and all damages to grantors remaining property contiguous to the right of way hereby conveyed by reason of the location, construction, landscaping, or maintenance of said Right of Way and Utility Easement.

IN WITNESS WHEREOF, said Grantor has caused their names to be hereunto subscribed this 30 day of October, 2023.

**GRANTOR:**

Signature: 

Name: Daniel R. Dobron

Title: Authorized Signatory

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.

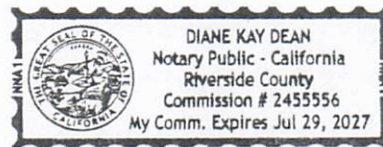
STATE OF CALIFORNIA  
COUNTY OF IMPERIAL

On November 2, 2023, before me, Diane Kay Dean, a Notary Public, personally appeared Daniel R. Abron, 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.

Diane Kay Dean  
Notary Public



(SEAL)

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 "F" 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:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT "F";

THENCE ALONG THE NORTH LINE OF SAID LOT "F", EAST, 93.06 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 53°07'48" EAST;

THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 97°32'43" AND AN ARC LENGTH OF 85.12 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET, A RADIAL TO SAID POINT BEARS NORTH 44°24'55" WEST;

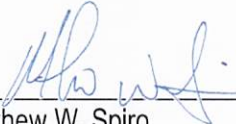
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°24'55" AND AN ARC LENGTH OF 15.50 FEET TO A POINT ON THE TANGENT NORTH LINE OF SAID LOT "F";

THENCE ALONG SAID NORTH LINE, WEST, 88.99 FEET TO THE TRUE POINT OF BEGINNING.

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

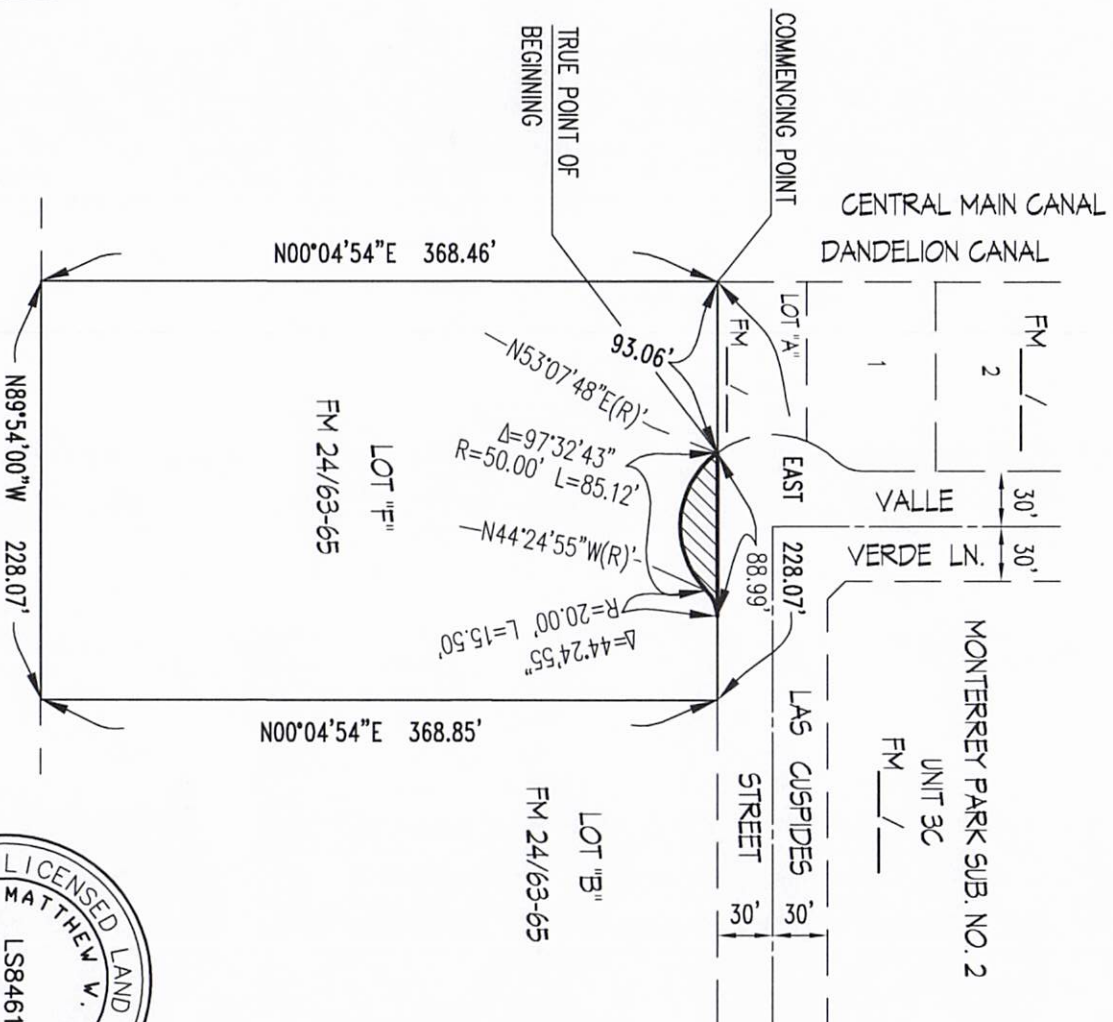
THE ABOVE-DESCRIBED PARCEL OF LAND CONTAINS 0.026 ACRES (1,128.12 S.F.), MORE OR LESS.



  
Matthew W. Spiro  
LS 8461, Exp. 12/31/24  
Dated: 2-14-24

**EXHIBIT "B"**  
**PLAT**  
**PUBLIC ROAD AND UTILITY DEDICATION**

SHEET 1 OF 1 SHEET



Scale 1"=100'



*Matthew W. Spiro*  
 Matthew W. Spiro  
 LS 8461, Exp. 12/31/24  
 Dated: 2-14-24

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
Water	L.F.	983.50	\$30.00	\$29,505.00
8" DIA. PVC PIPE	L.F.	1338.50	\$50.00	\$66,925.00
12" DIA. PVC PIPE	EA.	1.00	\$1,500.00	\$1,500.00
8" VALVE	EA.	3.00	\$2,700.00	\$8,100.00
12" VALVE	EA.	1.00	\$1,500.00	\$1,500.00
12" X 8" CROSS	EA.	1.00	\$1,500.00	\$1,500.00
12" X 12" ELBOW	EA.	1.00	\$1,500.00	\$1,500.00
12" X 12" TEE	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.	8.00	\$5,200.00	\$41,600.00
WATER SERVICE	EA.	48.00	\$800.00	\$38,400.00
Sewer	L.F.	2339.00	\$35.00	\$81,865.00
8" DIA. PVC SDR 35 PIPE	EA.	6.00	\$4,200.00	\$25,200.00
SEWER MANHOLE	EA.	48.00	\$800.00	\$38,400.00
SEWER SERVICE	L.F.	412.50	\$90.00	\$37,125.00
30" DIA. PVC STORM DRAIN	L.F.	0.00	\$85.00	\$0.00
24" DIA. PVC STORM DRAIN	L.F.	65.00	\$65.00	\$4,225.00
18" DIA. PVC STORM DRAIN	EA.	3.00	\$4,200.00	\$12,600.00
SD MANHOLE	EA.	1.00	\$4,800.00	\$4,800.00
SD INLET-OUTLET	EA.	3.00	\$4,000.00	\$12,000.00
SD CATCH BASIN	L.F.	5080.00	\$16.00	\$81,280.00
Curb & Sidewalk	L.F.	5080.00	\$16.00	\$81,280.00
6" CURB & GUTTER	SQ.FT.	5184.00	\$6.00	\$31,104.00
24" DRIVEWAY	SQ.FT.	1710.00	\$5.50	\$9,405.00
HANDICAP CURB RETURNS	SQ.FT.	19850.00	\$4.50	\$89,325.00
SIDEWALK	SQ.FT.	19850.00	\$4.50	\$89,325.00
<b>Storm Drain</b>				<b>\$70,750.00</b>
<b>Sewer</b>				<b>\$145,465.00</b>
<b>Water</b>				<b>\$192,030.00</b>

MONTERREY PARK SUB. NO. 2 UNIT NO. 3C  
 ENGINEER'S COST ESTIMATE  
 FOR ON-SITE IMPROVEMENTS  
 4/27/23



Civil Engineering  
 Project Management  
 Construction Management

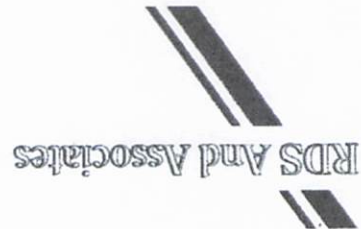


Exhibit F





Civil Engineering  
 Project Management  
 Construction Management

**Electrical**

STREET LIGHTS	EA.	8.00	\$3,500.00	\$28,000.00
UNDERGROUND ELECTRIC	EA.	48.00	\$550.00	\$26,400.00
				<u>\$54,400.00</u>

**Earthwork (Include overexcavation)**

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

**A.C. Pavement**

12" SUBGRADE PREP.	CYD	3620.37	\$1.30	\$4,706.48
9" CLASS II AG. BASE	TON	5131.23	\$22.50	\$115,452.68
3" ASPHALT CONCRETE	TON	1832.92	\$79.02	\$144,837.34
				<u>\$264,996.49</u>

<b>SUB-TOTAL</b>	<b>\$938,755.49</b>
<b>15% CONTINGENCY</b>	<b>\$140,813.32</b>
<b>TOTAL</b>	<b><u>\$1,079,568.82</u></b>

**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.

# Exhibit G

**CLTA Preliminary Report Form**  
(Rev. 11/06)

Order Number: NHSC-5871355 (jd)  
Page Number: 1

**Updated 11/01/2023**



*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: Monterrey Park Unit 3C

Order Number: NHSC-5871355 (jd)

Title Officer: Jesus Duran  
Phone: (951)256-5820  
Fax No.: (714)481-9208  
E-Mail: jduran@firstam.com  
Property: APN 064-281-061-000

### **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.**

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.

6. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
7. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: ROAD & AVIGATION and incidental purposes affecting said land.
8. The effect of a map purporting to show the land and other property, filed in Book 15, Page 19 of Record of Surveys.
9. 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.
10. 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.
11. Any irregularity in the foreclosure proceedings leading up to the Trustee's Deed recorded July 27, 2010 as Instrument No. 2010-018447 of Official Records.
12. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: (ALUC) Airport Land Use Compatibility Plan with 1996 Revisions  
  
Overflight Easement
13. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
14. Water rights, claims or title to water, whether or not shown by the public records.
15. Rights of parties in possession.

Order Number: NHSC-5871355 (jd)  
Page Number: 5

**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 3A IN THE CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE(S) 51 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.

APN: 064-281-061-000

**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.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)**  
**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**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 in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

**2006 ALTA LOAN 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;



## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

- (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 or 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.

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:

#### 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 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 not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

#### 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, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d),