		Agenda Item No.	P
DATE SUBMITTED	1/29/2020	COUNCIL ACTION	(x)
SUBMITTED BY	COMMUNITY DEVELOPMENT DIRECTOR	PUBLIC HEARING REQUIRED RESOLUTION	()
DATE ACTION REQUIRED	2/5/2020	ORDINANCE 1 ST READING ORDINANCE 2 ND READING CITY CLERK'S INITIALS	000

IMPERIAL CITY COUNCIL AGENDA ITEM

- 1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR MAYFIELD 3C
- 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 Mayfield Unit 3C and finds all items acceptable. The approved cost estimate for required off-site improvements for Unit 3C is \$2,183,618 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. The Final Map contains revisions approved by City Council on May 1, 2019 (See attached Revised Tentative Map).

FISCAL IMPACT: NO FISCAL IMPACT		ADMIN SERVICES SIGN INITIALS	A	- ≥
STAFF RECOMMENDATION: Staff recommends approval of the Final Map for Mayfield	Unit 3C	DEPT. INITIALS	<u>O</u> M	jc
MANAGER'S RECOMMENDATION: Opprove	CITY MANAGER'S INITIALS	OHEN		
MOTION:				
SECONDED: AYES: NAYES: ABSENT:	APPROVED DISAPPROVE REFERRED T	()	REJECTED DEFERRED	()

SUBDIVISION AGREEMENT AND IMPROVEMENT SECURITY (CITY OF IMPERIAL)

(Government Code Section 66462 and Section 66463)

(S1) Subdivision:(S2) Effective Date:	Mayfield Unit 3C February 5, 2020
(S3) Completion Period:	February 5, 2020– February 5, 2021
THESE PARTIES ATTEST TO TH	E PARTIES' AGREEMENT HERETO:
CITY COUNCIL	SUBDIVIDER
Ву:	By:
Darrell Pechtl, Mayor	By: Marty Coyne, LLC
APPROVAL RECOMMENDED:	<u>FORM APPROVED - CITY ATTORNEY:</u>
Rv.	Rv.
By:Community Development Direct	Dennis Morita, 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, Public Services 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. <u>For Performance and Guarantee of the Work</u>: First Lien position on real property described in *Exhibit A* ("Property") in the sum of two million, one-hundred eighty three thousand, six hundred eighteen dollars (\$2,183,618.00), 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 and provided further that the City determines, in its sole discretion, that the City's remaining first lien position on the Property is sufficient to secure Subdivider's performance called for by this Agreement.

B. <u>For Payment</u>: First Lien position on real property described in *Exhibit A* in the sum of two million, one-hundred eighty three thousand, six hundred eighteen dollars (\$2,183,618.00), 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 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. seg. "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. <u>INDEMNITY</u>

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

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

Grading and Improvements - Mayfield Ranch Unit 3C Construction Cost Estimate

CONSTRUCTION COST ESTIMATE November 19, 2019

	November 19,	2019					
ITEM	QUANTITY	UNIT	DESCRIPTION	l	UNIT COST		AMOUNT
Saddleba	ick Dr.						
	mprovements						
1	440	TON	3.5" AC Paving (20,300 SF)	\$	80.00	\$	35,200
2	750	CY	Agg Base Class II (20,300 S.F.) - 12-Inch	\$	23.00	\$	17,250
3	20,300	SF	Subgrade Preparation	\$	0.20	\$	4,060
4	1,700	L.F.	P.C.C. Rolled Curb	\$	20.00	\$	34,000
5	0	EA.	ADA Access Ramp	\$	1,400.00	\$	*
6	7,530	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$	6.00	\$	45,180
7	3	EA.	Street Lights Including Electrical Wiring	\$	4,500.00	\$	13,500
8	0	SF	Driveways (177 SF Each)	\$	6.00	\$	
			,		Subtotal	\$	149,190
Water Im	provements						
1	1,050	LF	8-Inch Water Pipeline and Appurtenances	\$	47.00	\$	49,350
2	44	EA.	Water Services Including Water Meter	\$	1,400.00	\$	61,600
3	3	EA.	Fire Hydrant (6")	\$	4,200.00	\$	12,600
			, , ,	Sub-Total		\$	123,550
Sewer Im	provements						
1	960	LF	8-inch Sewer line	\$	50.00	\$	48,000
2	0	LF	12-inch Sewer line	\$	68.00	\$	-
3	44	EA.	Sewer Laterals	\$	950.00	\$	41,800
4	3	EA.	Sewer Manholes	\$	3,900.00	\$	11,700
				Sub-Total		\$	101,500
Storm Dra	ain Improveme	nts					
1	0	LF	30-Inch Storm Drain Line	\$	76.00	\$	191 <u>a</u>
2	0	LF	18-Inch Storm Drain Line	\$	43.00	\$	
3	0	EA.	Curb Inlets	\$	4,200.00	\$	
4	0	EA.	Storm Drain Manhole/Structure	\$	7,200.00	\$	8
			·	Su	b-Total	\$	
	Г		Total	Sadd	lleback Dr.:	\$	374,240
	-		10(8)	. 55444	TODGEN DITT	~	37 1,240



ITEM QUANTITY Meadowbrook Dr.			DESCRIPTION		JNIT COST		MOUNT
vicauow	STOOK DE.						
Surface II	mprovements						
1	440	TON	3.5" AC Paving (20,300 SF)	\$	80.00	\$	35,200
2	750	CY	Agg Base Class II (20,300 S.F.) - 12-Inch	\$	23.00	\$	17,250
3	20,300	SF	Subgrade Preparation	\$	0.20	\$	4,060
4	1,780	L.F.	P.C.C. Rolled Curb	\$	20.00	\$	35,600
5	0	EA.	ADA Access Ramp	\$	1,400.00	\$:
6	7,930	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$	6.00	\$	47,580
7	3	EA.	Street Lights Including Electrical Wiring	\$	4,500.00	\$	13,500
8	0	SF	Driveways (177 SF Each)	\$	6.00	\$	
					Subtotal	\$	153,190

Water Im	provements						
1	1,050	LF	8-Inch Water Pipeline and Appurtenances	\$	47.00	\$	49,350
2	45	ĒA.	Water Services Including Water Meter	\$	1,400.00	\$	63,000
3	3	EA.	Fire Hydrant (6")	\$	\$ 4,200.00		12,600
				Sul	b-Total	\$	124,950
Sewer Im	provements						
1	980	LF	8-inch Sewer line	\$	50.00	\$	49,000
2	0	LF	12-inch Sewer line	\$	68.00	\$	
3	45	EA.	Sewer Laterals	\$	950.00	\$	42,750
4	3	EA.	Sewer Manholes	\$	3,900.00	\$	11,700
				Sub-Total		\$	103,450
torm Dra	in Improvemei	nts					
1	0	LF	30-Inch Storm Drain Line	\$	76.00	\$	
2	0	LF	18-Inch Storm Drain Line	\$	43.00	\$	
3	0	EA.	Curb Inlets	\$	4,200.00	\$	
4	0	EA.	Storm Drain Manhole/Structure	\$	7,200.00	\$	
	-			<u> </u>	o-Total	\$	
				-			
			Total Ma	adow	brook Dr.:	\$	381,590

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A.

						T AMOUNT	
4th Street							
Surface In	nprovements						
1	725	TON	3.5" AC Paving (33,600 SF)	\$	80.00	\$	58,00
2	1,250	ÇY	Agg Base Class II (33,600 S.F.) - 12-Inch	\$	23.00	\$	28,7
3	33,600	SF	Subgrade Preparation	\$	0.20	\$	6,7
4	1,200	L.F.	6" Curb and Gutter	\$	24.00	\$	28,8
5	6	EA.	ADA Access Ramp	\$	1,400.00	\$	8,4
6	5,250	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$	6.00	\$	31,5
7	3	EA.	Street Lights Including Electrical Wiring	\$	4,500.00	\$	13,5
8	1	EA.	End of Road Barricade	\$	2,600.00	\$	2,6
9	276	SF	Install Cross Gutter	\$	15.00	\$	4,1
10	3,200	SF	Driveways (177 SF Each)	\$	6.00	\$	19,2
					Subtotal	\$	201,6
Water Imp	provements						
1	650	LF	8-Inch Water Pipeline and Appurtenances	\$	47.00	\$	30,5
2	17	EA.	Water Services Including Water Meter	\$	1,400.00	\$	23,8
3	2	EA.	Fire Hydrant (6")	\$	4,200.00	\$	8,4
				Sub-Total		\$	62,7
Sewer Imp	rovements						
1	610	LF	8-inch Sewer line	\$	50.00	\$	30,5
2	17	EA.	Sewer Laterals	\$	950.00	\$	16,1
3	3	EA.	Sewer Manholes	\$	3,900.00	\$	11,7
				Sul	o-Total	\$	58,3
Storm Drai	in Improveme	nts					
1	1,220	LF	24-Inch Storm Drain Line	\$	76.00	\$	92,7
2	120	LF	18-Inch Storm Drain Line	\$	43.00	\$	5,1
3	2	EA.	Curb Inlets	\$	4,200.00	\$	8,4
4	2	EA.	Storm Drain Manhole/Structure	\$	7,200.00	\$	14,4
				Sul	o-Total	\$	120,6

ITEM	QUANTITY	UNIT	DESCRIPTION		UNIT COST		AMOUNT
2nd Stree	et						
Surface Ir	mprovements						
1	330	TON	3.5" AC Paving (15,000 SF)	\$	80.00	\$	26,400
2	560	CY	Agg Base Class II (15,000 S.F.) - 12-Inch	\$	23.00	\$	12,880
3	15,000	SF	Subgrade Preparation	\$	0.20	\$	3,000
4	600	L.F.	P.C.C. Rolled Curb	\$	20.00	\$	12,000
5	6	EA.	ADA Access Ramp	\$		\$	8,400
6	2,500	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation			\$	15,000
7	0	EA.	Street Lights Including Electrical Wiring	\$	4,500.00	\$	
8	0	SF	Driveways (177 SF Each)	\$	6.00	\$	
					Subtotal	\$	77,68
	provements						
1	370	LF	8-Inch Water Pipeline and Appurtenances	\$	47.00	\$	17,39
2	0	EA.	Water Services Including Water Meter	\$	1,400.00	\$	
3	0	EA.	Fire Hydrant (6")	\$	4,200.00	\$	
				S	Sub-Total		17,39
Sewer Imp	provements						
1	440	LF	12-inch Sewer line	\$	68.00	\$	29,92
2	0	EA.	Sewer Laterals	\$	950.00	\$	
3 2	EA.	Sewer Manholes	\$	3,900.00	\$	7,80	
				Sub-Total		\$	37,72
Storm Dra	in Improveme	nts					
1	1,150	LF	30-Inch Storm Drain Line	\$	76.00	\$	87,40
2	120	LF	18-Inch Storm Drain Line	\$	43.00	\$	5,16
3	5	EA.	Curb Inlets	\$	4,200.00	\$	21,00
4	3	EA.	Storm Drain Manhole/Structure	\$	7,200.00	\$	21,60
				S	ub-Total	\$	135,16
		7. 37		Total	2nd Street:	\$	267,95

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ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST			AMOUNT
Green Va	lley Way						
Surface Ir	nprovements						
1	550	TON	3.5" AC Paving (25,000 SF)	\$	80.00	\$	44,00
2	930	CY	Agg Base Class II (25,000 S.F.) - 12-inch	\$	23.00	\$	21,39
3	25,000	SF	Subgrade Preparation	\$	0.20	\$	5,00
4	1,230	L.F.	P.C.C. Curb and Gutter	\$	20.00	\$	24,60
5	4	EA.	ADA Access Ramp	\$	1,400.00	\$	5,60
6	5,400	S.F.	4.5 ft P.C.C. Sidewalk Including base and Sub-grade Preparation	\$	6.00	\$	32,40
7	2	EA.	Street Lights Including Electrical Wiring	\$	4,500.00	\$	9,00
8	3,200	\$F	Driveways (177 SF Each)	\$	6.00	\$	19,20
					Subtotal	\$	161,19
Water Imp	provements 640	LF	Q Inch Mater Displies and Assessed		47.00	_	20.00
2	17	EA.	8-Inch Water Pipeline and Appurtenances	\$	47.00	\$	30,08
3	2	EA.	Water Services Including Water Meter	\$	1,400.00	\$	23,80
Ş	2	CA.	Fire Hydrant (6")	\$	4,200.00	\$	8,40
				Sub-Total		\$	62,28
Sewer Imp	provements		-				
1	575	LF	8-inch Sewer line	\$	50.00	\$	28,75
2	17	EA.	Sewer Laterals	\$	950.00	\$	16,15
3 4	EA.	Sewer Manholes	\$	3,900.00	\$	15,60	
				Su	b-Total	\$	60,50
Storm Dra	in Improveme	nts					
1	1,220	LF	12-Inch Storm Drain Line	\$	33.00	\$	40,26
2	180	LF	18-Inch Storm Drain Line	\$	46.00	\$	8,28
3	6	EA.	Curb Inlets	\$	4,200.00	\$	25,20
4	4	EA.	Storm Drain Manhole/Structure	\$	7,200.00	\$	28,80
				_	b-Total	\$	102,54
	_						
			Total Gr	een V	alley Way:	\$	386,51

Unit 3C Estimated Construction Cost Summary:

			A Company of the Comp
V	Total Saddleback Dr.:	\$	374,240.00
	Total Meadowbrook Dr.:	\$	381,590.00
	Total 4th Street:	\$	443,390.00
	Total 2nd Street:	\$	267,950.00
	Total Green Valley Way:	\$	386,510.00
	Sub-Total Unit 3C:	\$	1,853,680.00
	10% Contingency:		185,368.00
	Total Unit 3C:	\$	2,039,048.00
	Unit 3C Site Grading:	\$	144,570.00
	Total Unit 3C Site Improvements and Site Grading:	\$	2,183,618.00

stewart title

CLTA SUBDIVISION GUARANTEE

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

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

GUARANTEES

the Assured named in Schedule A of this Guarantee

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

Authorized Countersignature
Stewart Title of California, Inc.
11870 Pierce Street, Ste 100

Riverside, CA 92505 Agent ID: 05060A

Morgan Chaney Marketing Rep.

Matt Morris
President and CEO

<u>wany</u>

enise Carraux Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No: 599848-2

CLTA Subdivision Guarantee 6-5-14 Guarantee Serial No.: G-2910-1832

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EXCLUSIONS FROM COVERAGE

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

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

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

2. Notice of Claim to be Given by Assured.

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

3. No Duty to Defend or Prosecute.

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

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

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

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

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CLTA Subdivision Guarantee 6-5-14 Guarantee Serial No.: G-2910-1832 Page 2 of 7 Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

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

5. Proof of Loss or Damage.

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

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

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

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

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File No: 599848-2

CLTA Subdivision Guarantee 6-5-14 Guarantee Serial No.: G-2910-1832 Page 3 of 7

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

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

7. Limitation of Liability.

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

8. Reduction of Liability or Termination of Liability.

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

9. Payment of Loss.

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

10. Subrogation Upon Payment or Settlement.

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

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

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

11. Arbitration.

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

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File No: 599848-2

CLTA Subdivision Guarantee 6-5-14 Guarantee Serial No.: G-2910-1832 Page 4 of 7 is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

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

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

13. Severability

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

14. Choice of Law; Forum

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

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

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

15. Notices, Where Sent.

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

CLTA FORM NO. 14 SUBDIVISION GUARANTEE SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 599848-2 Customer Reference:

Guarantee No.: G-2910-1832 Amount of Liability: \$10,000.00

Date of Guarantee: November 1, 2019 at 7:30AM Fee: \$400.00

1. Name of Assured: Morningside Ventures, LLC, a California limited liability company

2. Subdivision Map Reference:

Mayfield Ranch Unit No. 3C

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

See Exhibit "A" Attached Hereto

4. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Owner: Morningside Ventures, LLC, a California limited liability company

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

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 599848-2 Guarantee No.: G-2910-1832

The Map hereinbefore referred to is a Subdivision of Land Described as follows:

The South half of the South half of the East 320 acres of Tract 106, Township 15 South, Range 14 East, San Bernardino Base and Meridian, in the City of Imperial, County of Imperial, State of California, according to the Official Plat thereof.

Excepting therefrom any portion lying within Mayfield Ranch Unit No. 1, as per map recorded in <u>Book 25 pages 15 through 18</u> of Final Maps and any portion lying within Mayfield Ranch Unit No. 2, as per map recorded in <u>Book 25 pages 19 through 22</u> of Final Maps, Records of said County.

Also excepting therefrom those portions lying within Mayfield Ranch Unit No. 3A, in the City of Imperial, County of Imperial, State of California, according to Map on file in Book 27 page 23 of Final Maps, Records of Imperial County, and that portion lying within Mayfield Ranch Unit No. 3B, in the City of Imperial, County of Imperial, State of California, according to Map on file in Book 27 page 27 of Final Maps, Records of Imperial County.

Also excepting therefrom all of the oil, gas, hydrocarbon substances and all other minerals, whether solid, liquid or gaseous; including, but not limited to hot water, steam, geothermal resources, geothermal energy and extractable minerlas in and under said land lying below a depth of 500 feet from the surface thereof; without, however, the right of entry through the surface thereof for the purpose of production and extraction of the aforesaid minerals as reserved by F.A.D. Farms, Inc., a California corporation, in deed recorded April 18, 1991 as Instrument No. 6921 in Book 1670 page 1730 of Official Records, and recorded July 17, 1991 as Instrument No. 13286 in Book 1677 page 905 of Official Records.

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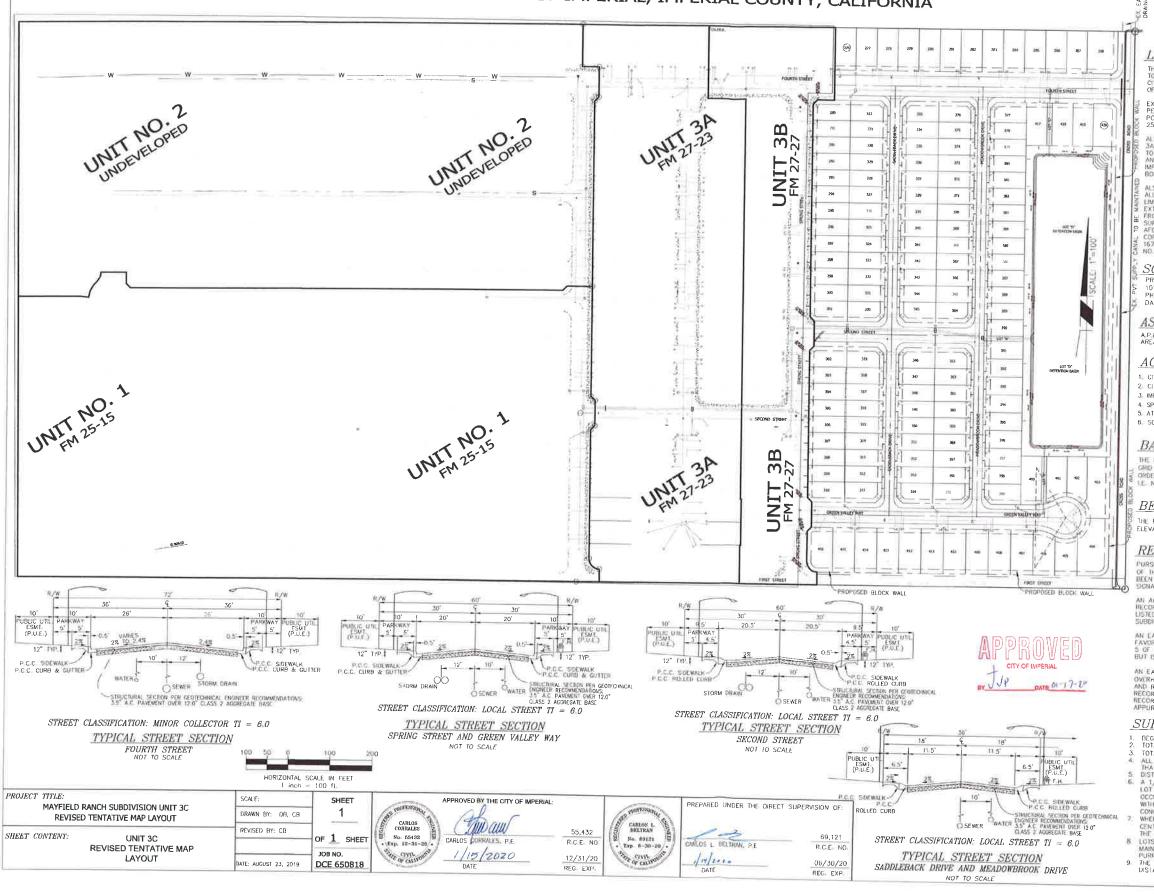
File No: 599848-2

CLTA Subdivision Guarantee 6-5-14 Guarantee Serial No.: G-2910-1832

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MAYFIELD RANCH SUBDIVISION UNIT 3C REVISED TENTATIVE MAP

CITY OF IMPERIAL, IMPERIAL COUNTY, CALIFORNIA



DEVELOPER

MORNINGSIDE VENTURES, LLC SOUTH 4TH STREET EL CENTRO, CA 92243 TEL 760-554-6401

GEOTECHNICAL

CIVIL ENGINEER

DYNAMIC CONSULTING ENGINEERS, INC. 2415 IMPERIAL BUSINESS PARK DR. STE. B IMPERIAL, CA 92251

LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTH HALF OF THE EAST 370 ACRES OF TRACT 106. TOWNSHIP IS SOUTH, RANGE 14 EAST, SAK BERNARDING BASE AND MERIDIAN, IN THE CITY OF MERIDIA, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN MAYFIELD RANCH UNIT NO 1, AS PER MAP RECORDED IN BOOK 25 PACES 15 THROUGH 18 OF FINAL MAPS, AND ANY PORTION LYING WITHIN MAYFELD RANCH UNIT NO 2, AS PER MAP RECORDED IN BOOK 25 PACES 19 THROUGH 22 OF FINAL MAPS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING WITH MAYDELD RANCH UNIT NO.
3A, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING
1D MAP ON FILE IN BOOK 27 PAGE 23 OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY,
AND THAT PORTION LYING WITHIN MAYBELD RANCH UNIT NO. 3B, IN THE CITY OF
IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN
BOOK 27 PAGE 27 OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY.

ALSO EXCEPTING THEREFROM ALL OF THE OIL, GAS, HONOCARBON SUBSTANCES AND ALL OTHER MINERALS, WIETHER SOLID, LIDDID OR GASEOUS; INCLUDING, BUT NOT LIMITED TO HOT WATER STEAM, GEOTHERMAL RESOURCES, GEOTHERMAL ENERGY AND LIMITED TO HOT WATER. STEAM, GEOTHERMAL RESOURCES, GEOTHERMAL ENERGY AND EXTRACTIBLE MINERALS IN AND LUNDER SAID LAND LYING SELOW A DEPTH OF SOO FEEL SURFACE THEREOF, WITHOUT, HOWEVER, THE RIGHT OF ENTRY THROUGH THE SURFACE THEREOF, WITHOUT, HOWEVER, THE RIGHT OF ENTRY THROUGH THE APPORTS OF PRODUCTION AND EXTRACTION OF THE APPORTS OF PAGE 1730 DF OFFICIAL RECORDS. AND RECORDED JULY 17, 1991 AS INSTRUMENT NO. 13286 IN BOOK 1677 PAGE SIDS OF OFFICIAL RECORDS.

SOURCE OF TOPO

PRECISION UAV, INC. 1016 BROADWAY STE B, EL CAJON CA 92021 PHONE: (619) 245-4547 DATED: FEBRUARY 2018

FLOOD ZONE

ACCORDING TO FEM A FLOOD INSURANC RATE MAP, PANEL 060065 0800 B, THE SITE IS LOCATED IN FLOOD ZONE C, AN AERA OF MINIMAL FLOODING

TELEPHONE NO. (760) 355-1152

ASSESSOR'S PARCEL NUMBERS

A.P.N. 044-200-099-000 AREA: 22.879 ACRES

AGENCY TELEPHONE NUMBERS

1 CITY OF IMPERIAL (PUBLIC WORKS) TELEPHONE NO (760) 355-1152 CITY OF IMPERIAL (WATER & SEWER) IMPERIAL IRRIGATION DISTRICT (POWER) TELEPHONE NO. (760) 339-9280

4 SPECTRUM (CABLE) 5. AT&T (TELEPHONE)

TELEPHONE NO. (844) 757-2833 TELEPHONE NO. (800) 422-4133 6 SOUTHERN CALIFORNIA GAS CO. (GAS) TELEPHONE NO. (800) 422-4133

BASIS OF BEARINGS THE BASIS OF BEARINGS FOR THIS MAP IS THE CCS 83, ZONE 6, CRID BEARING BETWEEN FIRST ORDER STATION "IVON 38" AND FIRST ORDER STATION "IVON 38" AND FIRST ORDER STATION "IVON 41", PER RECORD OF SURVEY 13 — 56 ILE N 36'26'54" E

BENCHMARK

THE PROJECT BENCHMARK IS THE COUNTY "D 1225" ELEVATION: 942.82' (NAV'D 88 + 1000)

RECORDED EASEMENTS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OWTTED AS THEIR INTEREST CANNOT RIPEN INTO A FEE AND SAID SIGNATURES ARE NOT REDURED BY THE GOVERNING BODY.

AN AGREEMENT BY AND BETWEEN ALLAN R. HEVEMER AND H.F. McWILLIAMS, HECORDED IN BOOK 848, PAGE 90 OF OFFICIAL RECORDS. SAID AGREEMENT IS JUSTICIA IN THE TITLE REPORT, BUT IS NOT APPURTENANT TO THE LAND

AN EASEMENT FOR A SUPPLY CANAL, AND RICHTS INCIDENTAL THERETO IN FAVOR OF ALLAN IR, HEVENER, RECORDED APPRE 14, 1953 IN BOOK 860, PAGE 5 OF OFFICIAL RECORDS. SAD EASEMENT IS USFED IN THE TITLE REPORT, BUT IS NOT APPURTENANT TO THE LAND SUBDIVIDED HEREM.

AN EASEMENT FOR CPEN AND/OR UNDERGROUND CONCRETE LINED CANALS, OVER-READ AND/OR UNDERGROUND TELEPHONE AND/OR ELECTRIC POWER LINES, AND RIGHTS INDIDENTAL THERETO IN FAVOR OF IMPERIAL HRBGATION DISTRICT, RECORDED NOVEMBER 2, 1990 IN BOOK 1659, PAGE LIBBS OF OFFICIAL RECORDS. SAID EASEMENT IS LISTED IN THE TITLE REPORT, BUT IS NOT APPURTENANT TO THE LAND SUBDIVIDED HEREIN.

SURVEYOR'S NOTES

- SURVEYOR'S NOTES

 1. BEGINNING AND ENDING LOTS NUMBERS ARE 276 THROUGH 420.

 2. TOTAL MUBBER OF LOTS IS 144.

 3. TOTAL AREA (GROSS) IS 22.878 ACRES.

 3. ALL DISTANCE AND/OR STREET WIDTHS, SHOWN WITHOUT DECIMALS, REPRESENT THAT DISTANCE TO THE HUNDREDTH OF A FOOT

 1. BISTANCE TO THE HUNDREDTH OF A FOOT

 5. A 1/2' X 18' REBAR AND PLASTIC PLUG STAMMED "PLS B482" WILL BE SET AT ALL LOT CORNERS WITHIN 90 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS; EXCEPT. OCCUPANCY OF BUILDINGS AND/OR STRUCTURES WILL NOT BE ALLOWED ON LOTS WITHOUT CORNERS SET FOR THAT LOT. WHERE SAID CORNERS FALL IN AREAS OF CONCRETE. A LEAD WITH BRASS TAG STAMPED "PLS 8482" WILL BE SET AT A SLOT OFFICE TO THE WITH PLACEMENT OF THE MONIMENT WILL BE SET AT A SLOT OFFICE TO THE WITHERSECTION. THE PLACEMENT OF THE MONIMENTS ARE SHOWN HEREON.

 1. LOTS "A", "B"," "C", AND "O" ARE DEDICATED TO THE CITY OF IMPERIAL FOR MAINTENANCE AND OPERATION OF STORM DRAIN LINE AND DETENTION. BASIN PURPOSES.

 1. THE INCREMENTAL DISTANCES SHOWN ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERRORS.

SHFFT	1	OF	A	SHEET
SHELL				

OWNER'S	CTA	TEAJENT.	

WE HEREBY STATE THAT WE, THE PARTIES LISTED BELOW, ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND SUBDIVIDED BY THIS MAP AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS WAIP CONSISTING OF FOUR (4) SHEETS, AND DESCRIBED IN THE CAPHION TREEFER. HE HEREBY OFFER FOR EDUCATION TO PRINCIPLE OF THE STREET, A PORTION OF SHEETS, AND TO PRINCIPLE OF STREET, A PORTION OF SHEETS, A PORTION OF MEADOWBROOK PRINCIPLE OF STREET, A PORTION OF MEADOWBROOK DRIVE, A PORTION OF CROSS ROAD, LOT "A", LOT "B", LOT "C", LOT "D", AND THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS MAP AND BEING A PART OF THIS SUBDIVISION.

MORNINGSIDE VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

FOR:	DATE:
TITLE:	
	ORDED CONCURRENTLY WITH THIS FINAL MAP A
OFFICIAL RECORDS OF THE COUNTY OF TITLE: OWNER'S CERTIFICATE	IMPERIAL, IN SUPPORT OF THIS MAP:
TITLE: OWNER'S CERTIFICATE	INSTRUMENT NO
TITLE: JAX CERTIFICATE	INSTRUMENT NO
TITLE: TAX CERTIFICATE	INSTRUMENT NO
TITLE: SUBDIVISION GUARANTEE	INSTRUMENT NO
	INSTRUMENT NO.
TILE:	INSTRUMENT NO
TITLE:	INSTRUMENT NO
TITLE:	INSTRUMENT NO.
TITLE:	INSTRUMENT NO.
ΠΠ.Ε:	INSTRUMENT NO
TITLE:	INSTRILLENT NO

MAYFIELD RANCH UNIT NO. 3C
A PORTION OF THE SOUTH HALF OF THE EAST 370 ACRES OF TRACT 106, TOWNSHIP IS SOUTH,
RANGE 14 EAST, SAN BERNARDING MERIOUR, IN AN ENRICEPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF
CAUFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

LEGAL DESCRIPTION:

THE SOUTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 106. TOWNSHIP 15 SOUTH, RANGE 14 EAST, SAN BERNARDWIN BASE, MAD MERIDAM, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE CITYOU FLAT RESECT.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN MAYELO RANCH UNIT NO. 1, AS PER MAP RECORDED W BOOK 25 PAGES 15 THROUGH 18 OF FINAL MAPS AND MAY PORTION LYING WITHIN MAYDELD RANCH UNIT NO. 2, AS PER MAP RECORDED IN BOOK 25 PAGES 19 THROUGH 22 OF FINAL MAPS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THOSE PORTIONS LYING WITH MAYFIELD RANCH UNIT NO. JA, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 27 PAGE 23 OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY, AND THAT PORTION LYING WITHIN MAYFIELD RANCH UNIT NO. JQ, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 27 PAGE 27 OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY.

ALSO EXCEPTING INFRETROM ALL OF THE OIL CAS, HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS, INVETHER SCRID, HOURD OR CASEOUS, INCLUDING, BUT NOT LIMITED TO HOT WATER, STEAM, CEDIMERMAL RESOURCES, GEDRERMAL DERROY AND EXTRACT ARREAD. INVESTEE IN AND UNDER SUB LIND LYING BELOW A DEPTH OF 500 FEET FROM THE SUBSCRIPE WHITED, NORWEYN, THE ROLL OF THE SURFACE THEORY FOR THE PROPRIESE OF PRODUCTION AND EXTRACT DIVINOUS OF THE RECORD AND REPORT OF THE PROPRIESE OF PRODUCTION AND EXTRACT DIVINOUS OF THE RESOURCE AS RESERVED BY FAIR LEARNES, INC., A CHEFORMA COPPORT RICH, IN DEED RECORDS ARREAD AS RESIDENMENT NO. 637 IN BOOK 1677 PAGE 905 OF OFFICIAL RECORDS.

SIGNATURE OMISSION STATEMENT:

PURSUANT TO SECRON 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN CONTRED AS THEIR INTEREST CANNOT RIPEN INTO A FEE AND SANATURES ARE NOT REQUIRED BY THE COVERNING BODY.

- [8] AN AGREEMENT BY AND BETMEN ALLAN R. HEVENER AND I.F. MORELLAMS, RECORDED IN BOOK BAB, PAGE 50 OF GEFICIAL RECORDS. SAID AGREEMENT IS USIED IN THE TITLE REPORT, BUT IS NOT APPURIEMANT TO THE LAND SIRBURGED HEREIN.
- 9 AN EASEMENT FOR A SUPPLY CANAL, AND RICHTS INCREMTAL THERETO IN FAVOR OF ALLAN R. HEVENER, RECORDED APPOL 14, 1953 IN BOOK 860, PAGE 5 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECTS OVER THE EAST 30 FEET OF SAID LAND. (PLOTED).
- (10) AN EASEMENT FOR OPEN AND/OR UNDERGROUND CONCRETE LINED CAMALS, OVERHEAD AND/OR UNDERGROUND TELEPHONE AND/OR ELECTRIC POWER LINES, AND RIGHTS INCIDENTAL THERETO IN FAVOR OF IMPERIAL HIRICATUM DISTRICT, RECORDED NOVEMBER 2, 1990 IN BOOK 1659, PAGE 1388 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECTS OVER A STIME OF LAND SO FEET IN MIDIT. THE CONTRET LINE OF MIGHT IS CHIEFE LINE CHIEF LINE OF THE CONCRETE LINED DATE LATERAL 7 CAMAL (10-31-1590) CONSTRUCTED ACROSS THE SOUTH SIDE OF SAID LANDS. (PLOTTED)

CITY CLERK'S CERTIFICATE

L DEBRA MONSON, OTY CLERK OF THE CITY OF IMPERIAL, CALIFORNIA, HEREBY STATE THAT THE CITY OF IMPERIAL CITY COUNCIL, ON APPROVED THIS THAT MAP, CONSISTING OF FOUR (4) SHEETS, AS THE OFFICIAL MAP OF MAPRICUR RANCH UNIT NO. S.C. FOR SUBBRYONING PURPOSES IN ACCORDANCE WITH THE APPROVAL OF THE THATMY MAP THEREOF AND ANY APPROVED ALTERATIONS THEREOF AND MAS ACCEPTED ON BIFHALF OF THE PUBLIC, THE OFFICE FOR DEDUCATION OF PUBLIC ROADS AND PUBLIC UTULTY EASEMENTS AS SHOWN ON THIS MAP.

DEBRA JACKSON CITY CLERK OF THE CITY OF IMPERIAL

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

L OTHEN MORA, COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF INFERMAL, REREBY STATE THAT THIS FIRM, MAP, CONSISTING OF FOUR (4) SHEETS, CONFIDENS WITH THE TENTATIVE MAP ANY APPROVED ALTERATIONS TREBED, AND THE CONDITIONS RELATED THERETO, AS APPROVED BY THE PLANNING COMMISSION ON SEPTEMBER 19, 2007.

OTHON MORA, COMMUNITY DEVELOPMENT DIRECTOR DATE

SOILS REPORT: A SOILS REPORT HAS BEEN PREPARED SPECIFICALLY FOR 145 SUBDIVISION BY LANDMARK CONSULTANTS NC., PROJECT ON LEOSASZ, DATED DECEMBER 7, 2005, BY REGISTERED CIME ENGINEER NO. 31921. A COPY OF SAID REPORT IS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONTORNANCE WITH THE REQUIREMENTS OF THE SURDINGSON MAP ACT AND LOCAL ORDINANCE AT THE REQUIRET OF MORNINGSOE VENTURES, LLC, ON MAY 2019. I NORTHER STATE THAT ALL MORNINGHETS AND OF THE CONTROLLED NOR THAT THEY WILL BE SET IN THOSE POSTEONS WITHIN 90 DAYS OF COMPLETION OF PURILS IMPROPOLIENTS, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO EMAKE THE SURVEY TO BE REPRACED, AND THAT THE THAT MAP SUBSTIMITABLY CONTORNES TO THE CONTORNALLY APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF.

DATED:		LAND STATE OF THE PARTY OF THE
DAVID BELTRAN L.S. 8482		ON CALLERY

ACTING CITY SURVEYOR'S STATEMENT:

ACTIVE CITY SURVEYOR'S STATEMENT:

1, CORRON O. OLSON, ACTION CITY SURVEYOR OF THE CITY OF IMPERIAL, HEREBY STATE
THAT I HAVE EXAMINED THIS MAP CONSISTING OF FOUR (4) SHETS, THAT THE
SURDIVISION SHOWS HEREWITH IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE
MAP AS APPROVED ON HOUSEBER 2019, AND ANY APPROVED ALTERNOONS THEREOF, AND
THAT ALL PROVISIONS OF LOCAL CORMANCES APPLICABLE MEN THE TENTATIVE MAP WAS
APPROVED, AND ALL THE RECORDINATION OF CHAPTER 2, ARTICLE 2 OF THE SURDIVISION
MAP ACT, AS AMENDED JANUARY 1, 2019 HAVE BEEN COMPLIED WITH, AND I AM SATISFIED
THAT THIS MAP IS TECHNICALLY CORRECT.

	1100
DATED:	SSIGN I OF
	to not
GORDON O. OLSON, PLS 7107 ACTING CITY LAND SURVEYOR	CALUSSES OF THE PROPERTY OF TH
TITLE COMPANY'S STATEMENT	
ME UNDERSORIED HERBY CERTIFIES THAT ALL THE STATEMENT SHOWN HEREOUN AS THE OWNERS AND NECESSARY TO PASS TITLE TO THE LAND WITHIN TO	THE ONLY ONES MNOSE CONSCIUT IS
	DATE
VAME:	
TITLE OFFICER STEWART TITLE	
COUNTY RECORDER'S STATEMENT:	
W.Co. Hard.	AT M. IN BOOK OF

CHUCK STOREY, COUNTY RECORDER

DATE: 08/07/2019

Dynamic CONSULTING

MAYFIELD RANCH UNIT NO. 3C A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE EAST STO AGRES OF TRACT LOS, TOWNSHIP 15 SOUTH RANGE 14 EAST, SAM BERNARGING METRIDIAN, IN AM UNRINCORPOGENED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALFORNIA, ACCORDING TO THE OFFICIAL PLAY THEREOF.

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS MAP IS NORTH 0016'16' WEST, MINCH IS THE BEARING OF THE EASTER'S BOURDARY LINE OF THE SOUTH HAIF OF THE SOUTH HAIF OF THE EAST 320 ACRES OF TRACE 108, TOMNSHIP 15 SOUTH, RANCE 14 EAST, SEML, BETHEON THE TWO FOUND WITHESS CORNER FOR SAME EASTERY LINE, ACCORDING TO TM 27-27.

SURVEYOR'S NOTES:

- SURVEYOR'S NOTES:

 1. BEGINNING AND ENDING LOTS MUMBERS ARE 276 THROUGH 420.

 2. TOTAL MUMBER OF LOTS IS 144,

 3. TOTAL AREA (GROSS) IS 22.879 ACRES.

 4. ALL DISTANCE AND/ARS STREET WIDTHS, SHOWN WITHOUT DECIMALS, REPRESENT THAT DISTANCE IO THE MUMBEROH OF A FOOT.

 5. DISTANCE OF THE MUMBEROH OF A FOOT.

 6. A 1/2" X 18" REPART AND PLASTIC PLUC STAMPED "PLS 8482" MUL BE SET AT ALL LOT CORNERS WITHEN 90 DAYS OF COMPLETION OF PUBLIC MAPPOYMENTS, EXCEPT, OCCUPANCY OF BURDINGS AND/OR STRICTURES WELL NOT ER ALLOWED ON LOTS MITHOUT CONNERS SET FOR THAT LOT, WHERE SAID CORNERS FALL IN AREAS OF CONCRETE, A LEAD WITH BRASS IS AS STAMPORED THE SHEET WILL BE SET.

 7. WHERE CENTERLINE INTERSECTIONS CONFLICT WITH SEVER MANHOLES, THE CENTERLINE MONAULENT WILL BE SET AT A 500 OFFSET TO THE INVERSECTION. THE PLACEMENT OF THE MONAULENT WILL BE SET AT A 500 OFFSET TO THE INVERSECTION. THE PLACEMENT OF THE MONAULENT WILL BE SET AT A 500 OFFSET TO THE INVERSECTION. THE PLACEMENT OF THE MONAULENT MILL BE STOWN HEREOG.

 8. LOTS "A", "O" "C", AND "O" ARE DEDICATED TO THE CITY OF MIPERIAL FOR MAINTENANCE AND OFFRER THAT STORM HEREOG. THE PLACEMENT OF THE MONAULENT MILL DISTANCES SHOWN ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCES SHOWN OF THIS MAP MAY NOT SUM TO THE OVERALL DISTANCES SHOWN OF FERRORS.

LEGEND:

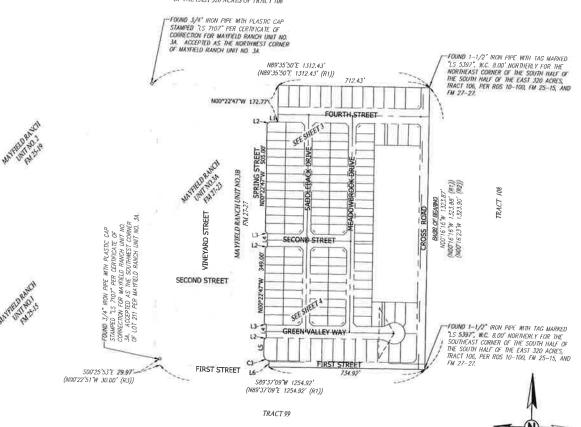
- O FOUND MONUMENT AS NOTED
- SET A 4-INCH DIA CONCRETE CYLINDER W/BRASS TAG STAMPED "PLS 8482", IN WELL BOX.
- 10.00-FOOT PUBLIC UTILITY EASEMENT, GRANTED HEREON.
- AN EASEMENT GRANTED TO ALLAN R. HEVENER, RECORDED 4/14/1953 IN BOOK 860, PAGE 5 OF OFFICIAL RECORDS
- AN EASEMENT GRANTED TO IMPERIAL IRRICATION DISTRICT, RECONDED 10 11/2/1990 IN BOOK 1659, PAGE 1388 AS FILE NO. 90019501 OF O.R.
- (R1) INDICATES RECORD DATA PER MAYFIELD RANCH UNIT NO. 3B PER FM 27-27.
- (R2) INDICATES RECORD DATA PER RECORD OF SURVEY IN BOOK 10, PAGE 100 OF RECORD OF SURVEY MAPS. (R3) INDICATES RECORD DATA PER MAYFIELD RANCH UNIT NO. 3A PER FM 27-23.
- - STREET CENTER LINE
- ---- LOT LINE
- ----- PUBLIC UTILITY EASEMENT LINE
- SUBDIVISION BOUNDARY

LINE DATA TABLE			
BEARING	LENGTH	REFERENCE	
N89°37'13"E	40.00'	N89°37'13"E 40.00' (R1)	
N44"37"13"E	14,14'	N44°37'13"E 14.14' (R1)	
N45°22'47"W	14-14'	N45°22'47"W 14.14' (R1)	
N00°22'47"W	60.00'	N00°22'47"W 60.00' (R1)	
N00°22'47"W	71.83'	N00°22'47"W 71.83' (R1)	
N00°22'51"W	30.00	N00°22'51"W 30.00' (R1)	
	BEARING N89°37'13"E N44°37'13"E N45°22'47"W N00°22'47"W N00°22'47"W	BEARING LENGTH NB9°32"13"E 40.00' N44"37"13"E 14.14' N45°22.47"W 14.14' N00°22'47"W 60.00' N00°22'47"W 71.83'	

CURVE DATA TABLE				
NO.	DELTA	RADIUS	LENGTH	REFERENCE
G	89°59'57"	25.00'	39.27'	90°00'04" R=25.00' L=39.27' (R1)

PROCEDURE OF SURVEY

PORTION OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST 320 ACRES OF TRACT 106



SCALE: 1" = 200'



