

DATE SUBMITTED 05/13/2020
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 05/20/2020

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS [Signature]

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: SKY RANCH AIRPORT LOTS SUBDIVISION FINAL MAP 1. Approve final map and subdivision agreement for Sky Ranch Airport Lots Subdivision 2. Authorize the City Clerk to record Final Map and related documents.	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT	
BACKGROUND/SUMMARY: Staff completed its review of the Final Map for the Sky Ranch Airport Lots Subdivision and finds all items acceptable. The approved cost estimate for the required on-site improvements is \$345,592.50, which is included in the Subdivision Agreement. The security for the on-site improvements will be in the form of Deed of Trust.	
FISCAL IMPACT: No Fiscal Impact.	ADMIN SERVICES SIGN INITIALS <u>[Signature]</u>
STAFF RECOMMENDATION: Staff recommends approval of the Final Map for the Sky Ranch Airport Lots Subdivision.	DEPT. INITIALS <u>OM</u>
MANAGER'S RECOMMENDATION: <p align="center"><i>approve</i></p>	CITY MANAGER'S INITIALS <u>[Signature]</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () REJECTED () DISAPPROVED () DEFERRED () REFERRED TO:

SKY RANCH AIRPORT LOTS SUBDIVISION

BEING A PORTION OF TRACT 45, T. 15 S., R. 13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AS THE RESULT OF GARY ARNOLD ON OCTOBER 15, 2019. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 90 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO EMBLE THE SURVEY TO BE RE-TRACED, AND THAT I AM PERSONALLY COMPETING TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF.



VICTOR RODRIGUEZ-FERNANDEZ
S 5335
DATE: 2/21/2020

ACTING CITY SURVEYOR'S STATEMENT

I, GORDON O. OLSON, ACTING CITY SURVEYOR OF THE CITY OF IMPERIAL, HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF TWO (2) SHEETS; THAT THE SUBDIVISION SHOWN HEREWITH IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AS APPROVED ON AUGUST 14, 2019, AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL OF THE INFORMATION AND DATA ON WHICH THE TENTATIVE MAP WAS APPROVED, AND ALL THE REQUIREMENTS OF CHAPTER 2, ARTICLE 12 OF THE SUBDIVISION MAP ACT, AS AMENDED, WERE COMPLETED AND ALL THE INFORMATION AND DATA ON WHICH THE TENTATIVE MAP WAS APPROVED, AND ALL THE REQUIREMENTS OF CHAPTER 2, ARTICLE 12 OF THE SUBDIVISION MAP ACT, AS AMENDED, WERE COMPLETED WITHIN, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



DATE: 3-3-20
GORDON O. OLSON, PLS 7107
ACTING CITY LAND SURVEYOR

BASIS OF BEARINGS

THE BEARING OF N 04°42'27" E, WHICH IS THE BEARING OF THE NORTH BOUNDARY LINE OF "SKY RANCH AVENUES SUBDIVISION UNIT NO. 3" ACCORDING TO FINAL MAP ON FILE IN BOOK 26, PAGE 14 RECORDED IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.

SOILS REPORT

A SOILS REPORT FOR THE AREA INCLUDED WITHIN THIS MAP WAS PREPARED BY LANDMARK CONSULTANTS, INC., DATED OCTOBER 15, 2019. A COPY OF SAID REPORT IS ON FILE IN THE OFFICE OF THE CITY OF IMPERIAL PUBLIC WORKS DEPARTMENT.

PARCEL 'A'

- 1. IS OFFERED FOR DEDICATION AS AN EASEMENT FOR WATER, SEWER, STORM DRAIN, AND DRY UTILITIES TO THE CITY OF IMPERIAL.
- 2. IS RESERVED FOR USE AS A PRIVATE ROAD FOR OWNERS OF THE PRIVATE LOTS CREATED BY THIS MAP, OR GALLEYS PRIVATELY OWNED BY SAID OWNERS TO BE ON THE PREMISES, OR EMPLOYEES OF UTILITY PROVIDERS TO ACCESS THE UTILITIES DESCRIBED IN ITEM 1, OR FIRST RESPONDERS/EMERGENCY PERSONNEL TO ACCESS THE PROPERTY.

TITLE COMPANY CERTIFICATE

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

TITLE OFFICER
FIRST AMERICAN TITLE COMPANY

LEGAL DESCRIPTION

LOT 176 OF SKY RANCH AVENUES SUBDIVISION - UNIT NO. 3, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE MAP ON FILE IN BOOK 26, PAGE 14 OF FINAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

SUPPORTING DOCUMENTS

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

TITLE	TAX CERTIFICATE	INSTRUMENT NO.
TITLE	SUBDIVISION GUARANTEE	INSTRUMENT NO.
TITLE	AVANTION EASEMENT	INSTRUMENT NO.
TITLE		INSTRUMENT NO.

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____, M.,
IN BOOK _____ OF FINAL MAPS AT PAGE _____, AT THE REQUEST
OF PEBBLE CREEK COMPANIES.

CELIA CRUSE
IMPERIAL COUNTY RECORDER

NOTARY ACKNOWLEDGMENTS

STATE OF _____
COUNTY OF _____
CITY OF _____
ON _____, 20____, AT _____, _____, PERSONALLY
APPEARED _____, BEFORE ME, _____, NOTARY PUBLIC,
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
AS/HER / THEIR AUTHORIZED CAPACITIES), AND THAT BY HIS / HER / THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING
PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL
SIGNATURE _____ (SEAL)

OWNER'S STATEMENT

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 RECORDED OF THIS MAP CONSISTING OF TWO (2) SHEETS AND DESCRIBED IN THE CAPTION THEREOF. WE HEREBY OFFER FOR DEDICATION TO THE CITY OF IMPERIAL THE UTILITY/STREET ACCESS EASEMENT ONLY, SHOWN ON THIS MAP AS PARCEL "A" AND BEING A PART OF THIS SUBDIVISION, NO STREETS, HIGHWAYS, OR PUBLIC MAPS ARE TO BE DEDICATED.

BY: GARY ARNOLD, DATE _____
A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY
BY: JERRY TAYLOR, DATE _____
AS HIS SOLE AND SEPARATE PROPERTY
AS JOINT TENANTS

NOTARY ACKNOWLEDGMENTS

STATE OF _____
COUNTY OF _____
CITY OF _____
ON _____, 20____, AT _____, _____, PERSONALLY
APPEARED _____, BEFORE ME, _____, NOTARY PUBLIC,
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
AS/HER / THEIR AUTHORIZED CAPACITIES), AND THAT BY HIS / HER / THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING
PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL
SIGNATURE _____ (SEAL)

CITY CLERK'S CERTIFICATE

I, DEBRA JACKSON, CITY CLERK OF THE CITY OF IMPERIAL, CALIFORNIA, HEREBY STATE THAT THE CITY OF IMPERIAL CITY COUNCIL, ON _____, 20____, HAS APPROVED THIS FINAL MAP CONSISTING OF TWO (2) SHEETS, AS THE OFFICIAL MAP OF SKY RANCH AIRPORT LOTS SUBDIVISION FOR SUBDIVISION PURPOSES IN ACCORDANCE WITH THE APPROVAL OF THE TENTATIVE MAP THEREOF AND ANY APPROVED ALTERATIONS THEREOF, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE OFFER FOR DEDICATION OF PUBLIC ROADS AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS MAP.

DEBRA JACKSON
CITY CLERK OF THE CITY OF IMPERIAL

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

I, OTION WABA, COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF IMPERIAL, HEREBY STATE THAT THIS FINAL MAP, CONSISTING OF TWO (2) SHEETS, CONFORMS WITH THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THE CONDITIONS RELATED THEREOF, AS APPROVED BY THE PLANNING COMMISSION ON AUGUST 14, 2019.

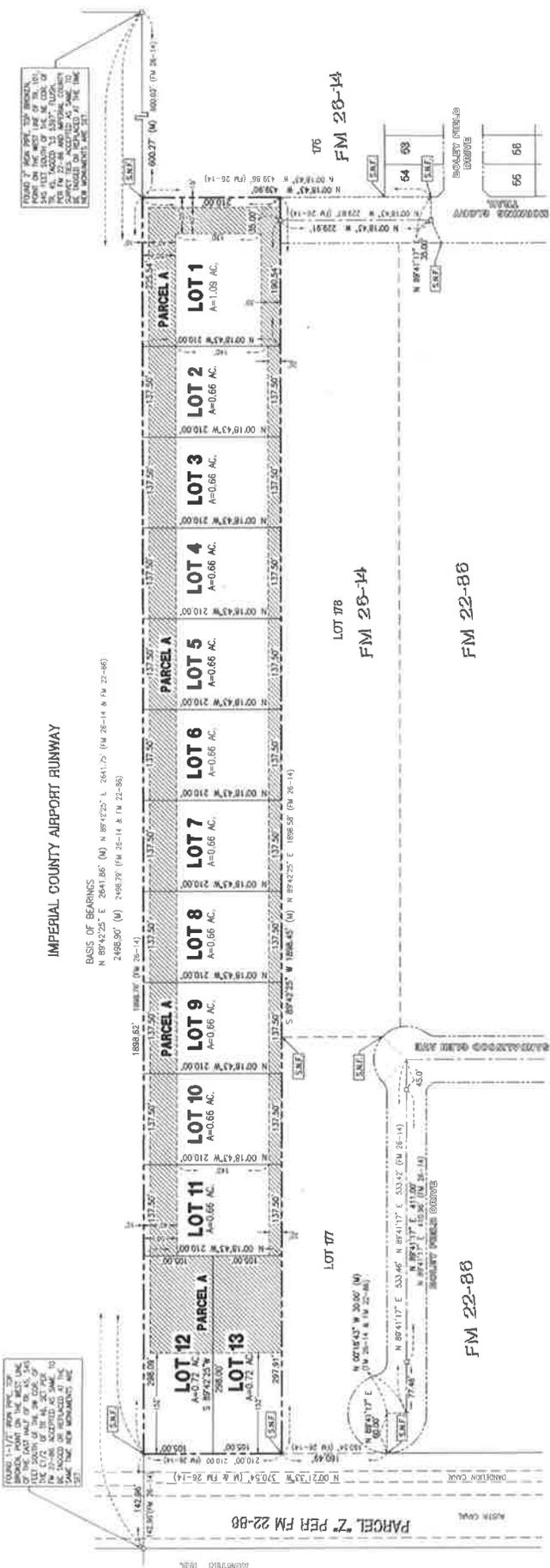
OTION WABA, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF IMPERIAL



SKY RANCH AIRPORT HANGARS LOTS SUBDIVISION

BEING A PORTION OF TRACT 45, T. 15 S., R. 13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA.

IMPERIAL COUNTY AIRPORT RUNWAY



MONUMENTATION NOTES:

A 1-1/2" IRON PIPE TAGGED "LS 5307" TO BE SET AT ALL LOT CORNERS AND THE CORNER CORNERS OF LOTS 11 AND LOT 13. ALL MONUMENTS SHALL BE SET IN SAND POSITIONS WITHIN 30 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS.

LEGEND:

- SUBDIVISION BOUNDARY
- FOUND SURVEY MONUMENT AS NOTED
- FOUND 1-1/2" DIA. IRON PIPE TAGGED TO OLSON LS 7107 IN MONUMENT WELL
- (M) MEASURED DATA
- (M 25-11) RECORD DATA PER FINAL MAP RECORDED IN BOOK 25, PAGE 14.
- (M 22-88) RECORD DATA PER FINAL MAP RECORDED IN BOOK 22, PAGE 88.
- ▨ PARCEL "A"

SCALE: 1" = 100'



Sky Ranch Aviones Airport Hangar Lots

Morning Glory Trail, Imperial, California 92251

Preliminary Cost Estimate On-Site Improvements

ITEM NO.	DESCRIPTION	UNITS	ESTIMATE QUANTITY	UNIT COST	COST
100 MISCELLANEOUS					
101	KNOX SWITCH/INSTALLATION	EA	1	\$ 300.00	\$ 300.00
				SUB-TOTAL	\$ 300.00
200 WATER					
201	8" DIA. PVC C-900 WATERLINE	L.F.	2,133	\$ 40.00	\$ 85,320.00
202	4" DIA. PVC C-900 WATERLINE	L.F.	1,805	\$ 25.00	\$ 45,125.00
203	2" DIA. WATER SERVICE TO EACH HANGAR	EA	13	\$ 500.00	\$ 6,500.00
204	8" DIA. DOUBLE CHECK VALVE BACKFLOW PREVENTER	EA	2	\$ 2,800.00	\$ 5,600.00
205	CONNECT WATERLINE TO CITY WATER MAIN	EA	2	\$ 500.00	\$ 1,000.00
206	FIRE HYDRANT ASSEMBLY (INCLUDING THRUST BLOCKS)	EA	6	\$ 3,500.00	\$ 21,000.00
				SUB-TOTAL	\$ 164,545.00
300 SEWER					
300	6" DIA. SEWER LINE	L.F.	126	\$ 35.00	\$ 4,410.00
301	8" DIA. SEWER LINE	L.F.	1,856	\$ 45.00	\$ 83,520.00
302	CONNECT SEWER LINE TO EXISTING CITY SEWER MAIN	EA	1	\$ 500.00	\$ 500.00
303	PCC SEWER MANHOLE	EA	7	\$ 2,800.00	\$ 19,600.00
304	4" SEWER SERVICE TO EACH HANGAR	EA	13	\$ 500.00	\$ 6,500.00
				SUB-TOTAL	\$ 114,530.00
400 STORM DRAIN					
401	12" DIA. HDPE STORM DRAIN LINE	L.F.	680	\$ 40.00	\$ 27,200.00
402	STORM DRAIN CATCH BASIN W/INSERT FILTER	EA	3	\$ 2,000.00	\$ 6,000.00
403	STORM DRAIN OUTLET PROTECTION (FLARED END)	EA	3	\$ 200.00	\$ 600.00
404	RIP RAP (3" DIA. MIN. ROCK) W/FILTER	L.S.	1	\$ 1,000.00	\$ 1,000.00
				SUB-TOTAL	\$ 34,800.00
				SUB-TOTAL	\$ 314,175.00
				CONTINGENCIES 10%	\$ 31,417.50
				GRAND TOTAL	\$ 345,592.50



ENGINEERING & SURVEYING, INC.
 Phone (760) 362-3882 341 West Crown Court, Suite 100
 Fax (760) 363-3761 Imperial, CA 92251

NOTES:
 THE ENGINEER WILL NOT GUARANTEE THAT COST WILL NOT VARY, SINCE HE 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. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES, THE AMOUNTS SHOWN ABOVE ARE APPROXIMATE.

CLIENT:	PEBBLE CREEK COMPANIES IN THE CITY OF IMPERIAL, CA.	DATE:	03/19/20	JOB No.:	19-092
		BY:	GC	SHEET:	1 OF 1



First American Title

First American Title Company

**7979 Ivanhoe, Suite 200B
z La Jolla, CA 92037**

File No.: LJ-4524194 (06)

This report has been amended/updated to reflect the following matters:

- No changes made to the report other than the Effective Date
- Property address has been revised
- Vesting has been revised
- Legal Description has been revised
- Taxes have been updated
- Original item number(s) 1a & 3 have been removed
- New item number(s) have been added
- Original item number(s) have been revised
- Other: New informational notes item no(s). 1 have been added

**Updated
03/12/2020**



First American Title

First American Title Company

Dave Warren
The Corky McMillin Companies
2750 Womble Road, Suite 102
San Diego, CA 92106

Customer Reference: Lot 76 @ Sky Ranch
Order Number: LJ-4524194 (06)

Title Officer: Dianne Livingston
Phone: (858)410-1303
Fax No.: (714)913-6750
E-Mail: dslivingston@firstam.com
Buyer: Arnold and Taylor
Property: Vacant Land
Imperial, CA

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.

Order Number: LJ-4524194 (06)

Page Number: 3

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

Dated as of March 11, 2020 at 7:30 A.M.

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

TO BE DETERMINED

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

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

GARY L. ARNOLD, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND JERRY M. TAYLOR, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS

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

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2020-2021, a lien not yet due or payable.
- 1a. Intentionally Deleted
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Intentionally Deleted
4. The terms and provisions contained in the document entitled "Subdivision Agreement" recorded October 9, 2007 as Instrument No. 2007-038026 of Official Records.
5. Water rights, claims or title to water, whether or not shown by the public records.
6. Rights of parties in possession.
7. Intentionally Deleted

INFORMATIONAL NOTES

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

1. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment:	\$630.95, PAID
Penalty:	\$0.00
Second Installment:	\$630.95, PAID
Penalty:	\$0.00
Tax Rate Area:	006014
A. P. No.:	064-315-012-000

2. The property covered by this report is vacant land.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

4. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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

Order Number: LJ-4524194 (06)

Page Number: 6



First American Title

First American Title Company
1250 Corona Pointe Court, Suite 200
Corona, CA 92879
(951)256-5880
Fax - (909)476-2401

WIRE INSTRUCTIONS

for

**First American Title Company, Demand/Draft Sub-Escrow Deposits
Riverside County, California**

First American Trust, FSB

5 First American Way

Santa Ana, CA 92707

Banking Services: (877) 600-9473

ABA 122241255

Credit to First American Title Company

Account No. 3097840000

Reference Title Order Number 4524194 and Title Officer Dianne Livingston

Please wire the day before recording.

First American Title

LEGAL DESCRIPTION

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

LOT 176 OF SKY RANCH AVIONES SUBDIVISION - UNIT NO. 3, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE MAP ON FILE IN BOOK 26, PAGE 14 OF FINAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

APN: 064-315-012-000

Order Number: LJ-4524194 (06)

Page Number: 8

NOTICE

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

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)

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;	(d) improvements on the Land;
(b) zoning;	(e) land division; and
(c) land use;	(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.

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.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

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 any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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;
 - (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 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. 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 Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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:

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.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 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:

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.

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), 14 or 16.
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 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



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.

SUBDIVISION GUARANTEE

Fee: \$150.00

No.:

Subdivision: SKY RANCH AIRPORT LOTS SUBDIVISION

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:

GARY L. ARNOLD, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND JERRY M. TAYLOR, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, 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:

The map hereinbefore referred to is a subdivision of:

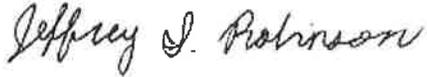
LOT 176 OF SKY RANCH AVIONES SUBDIVISION - UNIT NO. 3, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE MAP ON FILE IN BOOK 26, PAGE 14 OF FINAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

Dated: 03/11/2020

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary



RECORDING REQUESTED BY:
FIRST AMERICAN TITLE

Recorded to Official Records, Imperial County

3/24/2008
2:00 PM
B

Dolores Provencio
County Clerk / Recorder

FA First American Title

Recording Requested By
And When Recorded Mail To

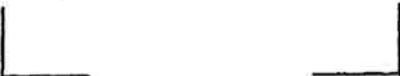
Doc#: 2006-014492

Titles: 1 Pages: 4

Imperial Valley Residential, LLC.
2750 Womble Road
San Diego, CA 92106



Fees 15.00
Taxes 1.10
Other 0.00
PAID \$16.10



Space above this line for Recorder's Use

IID-907A
APN: 043-925-001-000

1.10

Documentary Transfer Tax \$

- Computed on Full Value of Property Conveyed, or
- Computed on Full Value less liens and encumbrances
- Remaining thereon at time of sale

UNINCORPORATED

Stephen [Signature]

Signature of Declarant or Agent Determining Tax

QUITCLAIM DEED

IMPERIAL IRRIGATION DISTRICT, pursuant to and by authority of a resolution of its Board of Directors under date of February 7, 2006, and entered upon the minutes of said Board, to which reference is hereby made, for a valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to IMPERIAL VALLEY INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY and or future owners of record those certain right of way easements granted to the Imperial Irrigation District by the following described documents:

Newside Canal: That certain Right of Way Deed recorded on November 12, 1974 in Book 1368, Page 1682 of Official Records in the office of the County Recorder of Imperial County affecting that portion of the East 1/2 of Tract 45, T. 15 S., R. 13 E., S.B.M., County of Imperial, State of California, included within a strip of land 90 feet in width, the center line of which is the center line of Newside Canal.

Reserving however unto Imperial Irrigation District a 10 foot strip of land 10 feet in width the centerline of which is the center line of a distribution power line as constructed for the operation and maintenance of said power line.

North Central Drain No. 2: That certain Right of Way Deed recorded on August 3, 1943 in Book 605, Page 382 of Official Records in the office of the County Recorder of Imperial County affecting property identified as Parcel "1" of said Deed for a portion of the East 1/2 of Tracts 45 and 46, T. 15 S., R. 13 E., S.B.M., County of Imperial, State of California, which lie East of a line parallel with and 140 feet West of the center line of Newside Canal and South of a line parallel with and 280 feet South of the North line of Tract 46.

[SIGNATURES ON NEXT PAGE]

This document is being recorded by First American Title Insurance Co. as an accommodation only. It has not been examined as to execution or impact on title.

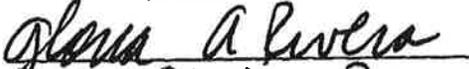
MAIL TAX STATEMENT TO:
SAME AS ABOVE

Newside Canal: That certain Right of Way Deed recorded on June 12, 1952 in Book 840, Page 6 of Official Records in the office of the County Recorder of Imperial County, affecting property identified as Parcel 2 of said Deed for a portion of the East ½ of Tract 45, T. 15 S., R. 13 E., S.B.M., County of Imperial, State of California, lying South of a line which is parallel with and 35 feet North of the center line of Newside Canal as constructed along the South side of the above-described property. Said parcel further shown on Sky Ranch Subdivision Final Map recorded on January 31, 2005, Book 22, Page 86 of Final Maps in the office of the County Recorder of Imperial County.

WITNESS our hands this 7th day of February, 2006.

IMPERIAL IRRIGATION DISTRICT


President Andrew G. Horne


Secretary Gloria A. Rivera

File No. 1000

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)

County of Imperial)

On March 9, 2006 before me, *** Lisa K. Macklin *** ,

Notary Public, personally appeared *** Andrew G. Horne ***

X personally known to me

- OR -

~~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.



WITNESS my hand and official seal

Lisa K. Macklin
Signature of Notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)

County of Imperial)

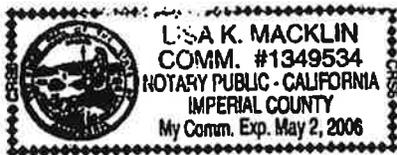
On March 9, 2006 before me, *** Lisa K. Macklin *** ,

Notary Public, personally appeared *** Gloria A. Rivera ***

X personally known to me

- OR -

~~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.



WITNESS my hand and official seal.

Lisa K. Macklin
Signature of Notary

ILLEGIBLE NOTARY SEAL DECLARATION (GOVERNMENT CODE 27361.7)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: *Lisa K. Macklin*

DATE COMMISSION EXPIRES: *May 2, 2006*

PRINCIPAL OFFICE IN: *Imperial* COUNTY

NOTARY COMMISSION NUMBER: *1349534*

MANUFACTURER IDENTIFICATION NUMBER: *CRS 6*

PLACE OF EXECUTION OF THIS DECLARATION: EL CENTRO

DATE: *3/24/06*

FIRST AMERICAN TITLE INSURANCE COMPANY

Stephane Paul

RECORDING REQUESTED BY:

City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

WHEN RECORDED MAIL TO:

City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

ABOVE SPACE FOR RECORDER'S USE ONLY

**GRANT OF AVIGATION EASEMENT
AND NOTICE OF AIRCRAFT ENVIRONMENTAL IMPACTS**

Gary Arnold and Jerry Taylor, (hereinafter referred to as "Grantor", hereby grants to the County of Imperial, State of California, (hereinafter referred to as "Grantee"), a perpetual easement on the following terms:

1. **Description:** The easement shall be an easement on, over, across and upon all that certain real property situated in the unincorporated area of the County of Imperial, State of California, described below and all the air space above said real property.

Lot 176 of Sky Ranch Aviones Subdivision Unit Number 3, being a portion of Tract 45, T. 15 S., R. 13 E., S.B.M., In the City of Imperial, County of Imperial, State of California.

2. **Benefit:** The easement shall be appurtenant to and for the benefit of all of the real property comprising the Imperial County Airport ("Airport") and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors as constituting a part of the Airport.
3. **Use and Purpose:** The easement shall be used for the existence on, over, upon, and within the described easement of all noise, vibration, air currents, natural or artificial illumination, and such matter, emissions, activities, or other events that may occur or result directly or indirectly from the operations of the Airport, now and in the future, including, but in no way limited to , ground and flight operations of aircraft at, over, on, or about the Airport. The easement shall also be used for the passage and flight of aircraft; provided, however, this easement shall not affect such rights for the passage and flight of aircraft as such rights existed prior to the date of easement and as are no or may be provided or permitted by law.

4. **Restrictions on Use of Land:** Grantor will not use nor permit any use of the land above described above, or any of the air space above it at any height whatever, for any purpose which will interfere with the use, operation, maintenance, and further development of the airport, and , in addition, will not use nor Permit any use of such land and of any structures thereon for purposes which will create or result in a hazard of flight, such as, but not limited to, those which will (a) produce electrical interference with radio or other electronic communications, (b) make it difficult for pilots to distinguish between airport lights and other lights, (c) project glare into the eyes of pilots, (d) impair visibility in the vicinity of the Airport or € otherwise endanger the landing, takeoff, and maneuvering of aircraft, or in any manner whatever adversely affect the accuracy of any devices or apparatus used in the operation of, or to promote, safe landings and takeoffs from the Airport. Grantee shall, after thirty (30) days written notice to Grantor, have the right to come on the property herein described and correct the proper use, with rite of passage over the land described in Exhibit "A" for those purposes.
5. **Liability:** All of such uses shall be without any liability of Grantee or of any other person entitled to the benefits of this easement to Grantor, Grantor's heirs, assigns, of successors in interest to all or any part of the property or any interest therein, or to any other person or entity using or located on or in the area subject to the easement for damage to property or physical or emotional injury to persons, animals, or any other living thing the diminution in value of any personal or real property, discomfort or inconvenience of any type or kind to any person or thing, or interfere3nce with television, radio, or other types of kinds of electrical reception transmissions, or activities in the easement; and Grantor, for itself and on behalf of the Grantor's heirs, assigns, or successors in interest to all or any part of the property, or any interest therein and each person or entity using or located on or in the area subject ot this easement, hereby releases and discharges Grantee and all persons and entities to the benefits of the easement for all claims, demands, actions, and causes of action of all types or kinds, know or unknown, existing or which might be created hereafter by statute or case decision arising out of any of the foregoing described injuries or damages result in form the use of this easement by Grantee and any person or entity to the benefits of this easement.
6. **Covenants Run with the Land:** All rights, easements, releases, benefits, and estates granted hereunder shall be covenants running with the land described above, of which land Grantor will be the servient tenement, and Grantee and beneficiaries of such rights, easements, releases, benefits, and estates shall be the dominant tenement.

7. **Scope:** This agreement and conveyance shall bind the parties hereto, their heirs, administrators, executors, successors, and assigns, and each and every one of them as though specifically named herein, and is joined in by Grantee by the acceptance of the recording thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 2ND day of APRIL, 2020.

"GRANTOR"

Gary Arnold, Jerry Taylor

By: Gary J Arnold
Gary Arnold, Owner,

By: Jerry Taylor
Jerry Taylor, Owner,

ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Imperial } SS.

On April 2nd, 2020, before me, Lorena G. Luker, Notary Public,
DATE
personally appeared Gary Arnold and Jerry Taylor, 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.

Lorena G. Luker
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

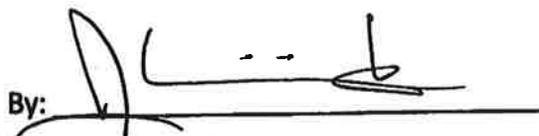
OTHER



CERTIFICATE OF ACCEPTANCE
(Section 27281, Government Code, 1990)

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY THE AVIGATION EASEMENT DATED APRIL 02, 2020 FROM GARY ARNOLD AND JERRY TAYLOR, OWNERS OF SAID PROPERTY TO THE COUNTY OF IMPERIAL, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, IS HEREBY ACCEPTED BY THE PLANNING DIRECTOR IN HIS CAPACITY AS A SECRETARY TO THE AIRPORT LAND USE COMMISSION, PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION OF THE BOARD OF SUPERVISORS ADOPTED ON MAY 11, 1993, AND THE GRANTEE CONSENTS TO RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATED: 5/6/2020

By: 
JIM MINNICK, PLANNING DIRECTOR
COUNTY OF IMPERIAL

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

(Government Code Section 66462 and Section 66463)

(S1) Subdivision: Sky Ranch Airport Lots Subdivision
(S2) Effective Date: May 13, 2020
(S3) Completion Period: May 13, 2020– May 13, 2021

THESE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL

By: _____
Darrell Pechtl, Mayor

SUBDIVIDER

By: _____
Gary L. Arnold

By: _____
Jerry M. Taylor

APPROVAL RECOMMENDED:

By: _____
Community Development Director

FORM APPROVED - CITY ATTORNEY:

By: _____
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. For Performance and Guarantee of the Work: Corporate surety bond in a form acceptable to City in the sum of three-hundred forty five thousand, five hundred ninety two dollars and fifty cents (\$345,592.50), 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.

- B. For Payment Corporate surety bond in a form acceptable to City in the sum of three-hundred forty five thousand, five hundred ninety two dollars and fifty cents (\$345,592.50), 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.

- 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. 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.

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

LOT 176 OF SKY RANCH AVIONES SUBDIVISION – UNIT NO. 3, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE MAP ON FILE IN BOOK 26, PAGE 14 OF FINAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.