

DATE SUBMITTED 09/30/2020  
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR  
 DATE ACTION REQUIRED 10/07/2020

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

*Handwritten initials/signature*

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: MONTERREY PARK SUBDIVISION No. 2 UNIT 4B • LOTS 576 TO 583 PER FM 27/83  APPROVAL AND ACCEPTANCE OF OFF-SITE STREET IMPROVEMENTS. 1. AUTHORIZE PARTIAL RECONVEYANCE TO JUPITER VENTURES I, LP.	
DEPARTMENT INVOLVED:	COMMUNITY DEVELOPMENT
BACKGROUND/SUMMARY: City staff conducted regular field inspections during the construction of the off-site street improvements of the segment of Vista del Mar Lane for lots 576 to 583 within Monterrey Park Subdivision No. 2 Unit 4B and a final walk through was completed on September 30, 2020. At this time, the improvements were found to be completed.  One-Year warranty for labor and materials will end on September 30, 2021.  Now the developer is requesting Partial Reconveyance of the above-referenced lots.	
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS <u><i>WJ</i></u>
STAFF RECOMMENDATION: 1. Staff recommends approval and acceptance of off-site street improvements of the segment of Vista del Mar Lane for Monterrey Park Subdivision No. 2 Unit 4B. 2. Staff recommends authorization of Partial reconveyance regarding Lots 576 to 583 per FM 27/83 to Jupiter Ventures I, LP.	DEPT. INITIALS <u><i>OM</i></u>
MANAGER'S RECOMMENDATION: <u><i>approve</i></u>	CITY MANAGER'S INITIALS <u><i>OTM</i></u>
MOTION:  SECONDED: APPROVED ( ) REJECTED ( ) AYES: DISAPPROVED ( ) DEFERRED ( ) NAYES: ABSENT: REFERRED TO:	

**RECORDING REQUESTED BY:**

**AND WHEN RECORDED MAIL DOCUMENT TO:**

Space Above This Line for Recorder's Use Only

A.P.N.:

File No.: ()

### **PARTIAL RECONVEYANCE**

\_\_\_\_\_, Trustee under that Deed of Trust dated \_\_\_\_\_, executed by \_\_\_\_\_, Trustor and recorded on \_\_\_\_\_, in Book \_\_\_\_\_, as Page(s) \_\_\_\_\_, as Instrument No. \_\_\_\_\_ of Official Records, in the Office of the County Recorder of Imperial, California, having been requested in writing, by holder of the obligations secured by said Deed of Trust, to reconvey a portion of the estate granted to Trustee under said Deed of Trust, DOES HEREBY RECONVEY TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, WITHOUT WARRANTY, ALL THE ESTATE, TITLE, AND INTEREST acquired by Trustee under said Deed of Trust, in and to the portion of the property described as follows:

LOT \_\_\_\_ OF MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4A, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 27, PAGE 54 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

The remaining property described in said Deed of Trust shall continue to be held by said Trustee under the terms thereof. As provided in said Deed of Trust this Partial Reconveyance is made without affecting the personal liability of any person or the corporate liability of any corporation for the payment of the indebtedness mentioned as secured thereby or the unpaid portion thereof, nor shall it affect any rights or obligations of any of the parties of said Deed of Trust.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Trustee

By: \_\_\_\_\_  
Authorized Signer

A.P.N.: **064-295-046-000**

Partial Reconveyance - continued

File No.: **DTR-6211344 (dm)**

Date: **September 16, 2020**

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 \_\_\_\_\_ )SS

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*This area for official notarial seal.*

\_\_\_\_\_  
Notary Signature

**CHUCK STOREY**  
COUNTY CLERK/RECORDER

Recording Requested by (name):

City of Imperial

When recorded mail to and mail tax statements to:

City of Imperial

City Clerk

420 South Imperial Avenue

Imperial, CA 92251

FA FIRST AMERICAN TITLE

Doc#: **2019026648**

Titles: 2    Pages: 9  
Fees            NO FEE



\* \$ R 0 0 0 0 3 7 5 1 4 0 \$ \*

Recorder's Use Only

**Short Form Deed of Trust and Assignment of Rents**

**Title of Document**

Commencing January 1, 2018, and except as provided in paragraph (2) GC 27388.1, in addition to any other recording fees specified in this code, a fee of seventy-five dollars (\$75) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225). "Real estate instrument, paper, or notice" means a document relating to real property, including, but not limited to, the following: deed, grant deed, trustee's deed, deed of trust, reconveyance, quit claim deed, fictitious deed of trust, assignment of deed of trust, request for notice of default, abstract of judgment, subordination agreement, declaration of homestead, abandonment of homestead, notice of default, release or discharge, easement, notice of trustee sale, notice of completion, UCC financing statement, mechanic's lien, maps, and covenants, conditions, and restrictions. Pursuant to GC section 27388.1 (2) the fee described in paragraph (1) shall not be imposed on any of the following documents:

**Reason for Exemption:**

- Any real estate instrument, paper, or notice recorded in connection with a transfer subject to the imposition of a documentary transfer tax as defined in Section 11911 of the Revenue and Taxation Code.
- Any real estate instrument, paper, or notice recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.
- Any real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7(commencing with Section 2100) of Part 4 of the Code of Civil Procedure).
- Any real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from fee per GC 27388.1 (a) (1); not related to real property.

***I hereby declare under Penalty of Perjury that the information provided above is true and correct.***

Executed this 27 day of December, 2019 at Imperial, CA  
DAY MONTH YEAR CITY STATE

Debra Jackson  
PRINT NAME

SIGNATURE

**COMPLETE Documentary Transfer Tax Declaration ONLY when document is transferring title.**

Documentary Transfer Tax: \$ 0 If exempt, enter R&T code: 11922

- Computed on full value of the property conveyed.
- Computed on full value less liens & encumbrances remaining thereon at time of sale.
- Unincorporated Area City of \_\_\_\_\_

Signature of declarant or agent determining tax

MAIL TAX STATEMENTS AS DIRECTED ABOVE OR TO:

(IF DIFFERENT FROM ABOVE)

RECORDING REQUESTED BY:  
**CITY OF IMPERIAL**

WHEN RECORDED MAIL TO:  
City of Imperial  
420 South Imperial Avenue  
Imperial, California 92251

ORDER NO.  
ESCROW NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

This Deed of Trust, made this, between Jupiter Ventures I, LP, herein called **TRUSTOR**, whose address is 32823 Temecula Parkway, Suite A, Temecula, CA 92592, **First American Title**, a California Corporation, herein called **TRUSTEE**, and City of Imperial, California, herein called **BENEFICIARY**.

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in Imperial County, California, described as follows:

**For complete legal description, additional terms and conditions, see exhibit "A" attached hereto.**

TOGETHER WITH the rents, issues and profits thereof, **SUBJECT, HOWEVER**, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

**For the Purpose of Securing:** Performance of obligations described in Subdivision Agreements for Monterrey Park Subdivision No.2 Units 4B. Payment of the sum of \$1,454,479.94 for the faithful performance, labor and materials and monumentation required by the aforesaid Subdivision Improvement Agreements.

**To Protect the Security of This Deed of Trust, Trustor Agrees:** By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded under date, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glen	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2, Book 1961, Page 183887				

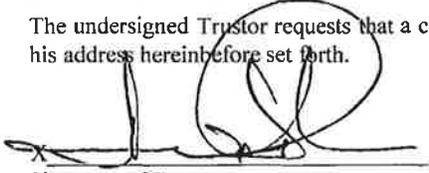
FOR SIGNATURE(S) SEE SHORT FORM DEED OF TRUST SIGNATURE PAGE ATTACHED HERETO AND MADE A PART HEREOF.

SHORT FORM DEED OF TRUST SIGNATURE(S) PAGE

ORDER NO.  
ESCROW NO.

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.



Signature of Trustor

Jupiter Ventures I LP

DANIEL R. DOBRON

Print Name of Trustor

X \_\_\_\_\_

Signature of Trustor

\_\_\_\_\_

Print Name of Trustor

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

DATE: December 20, 2019

STATE OF CALIFORNIA

COUNTY OF Riverside

On December 20, 2019 before me, Leah D. Thomas, a Notary Public, personally appeared Daniel R. Dobron

who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature





(Seal)

SHORT FORM DEED OF TRUST CONTINUED ON NEXT PAGE

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

H.y.g.

**Real property in the City of Imperial, County of Imperial, State of California, described as follows:  
A PORTION OF PARCEL A OF MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4 IN THE  
CITY OF IMPERIAL, AS PER MAP RECORDED IN BOOK 27, PAGE(S) 54 OF FINAL MAPS,  
IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, CALIFORNIA.  
APN: 064-295-046-000**

# MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4B

SHEET 1 OF 9 SHEETS

A PORTION OF TRACT 46, T.15 S., R.13 E., S.B.M., IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

### SURVEYOR'S STATEMENT:

I, MATTHEW W. SPYRO, COUNTY CLERK, STATE OF CALIFORNIA, THAT THIS MAP CONSISTING OF THREE (3) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION ON JANUARY 28, 2019, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS ARE OF THE SUCH POSTIONS WITHIN SUCH THAT ARE INDICATED ON THE ATTACHED RECORDS AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



MATTHEW W. SPYRO, L.S. 8461  
LICENSE EXPIRES 12-31-2020

### SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY MADE UNDER MY DIRECTION AND THE REQUEST OF MATTHEW W. SPYRO ON JANUARY 28, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP



MATTHEW W. SPYRO, L.S. 8461  
LICENSE EXPIRES 12-31-2020

### ACTING CITY SURVEYOR'S STATEMENT:

I, DAVID BELTRAN, ACTING CITY SURVEYOR FOR THE CITY OF IMPERIAL, HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF THREE (3) SHEETS, THAT THE SUBDIVISION SHOWN HEREWITH IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AS APPROVED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL ON JANUARY 28, 2019, AND AS APPROVED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL ON JANUARY 28, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AS APPROVED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL ON JANUARY 28, 2019, AND AS APPROVED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL ON JANUARY 28, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AS APPROVED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL ON JANUARY 28, 2019, AND AS APPROVED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL ON JANUARY 28, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AS APPROVED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL ON JANUARY 28, 2019, AND AS APPROVED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL ON JANUARY 28, 2019.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

DAVID BELTRAN, PLS 8462  
ACTING CITY SURVEYOR  
LICENSE EXPIRES 12-31-2020

### CITY CLERK'S CERTIFICATE:

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

CLERK OF THE CITY COUNCIL

### SIGNATURE OMISSIONS STATEMENT:

- PURSUANT TO SECTION 66408 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTEREST HAVE BEEN OMITTED:
  - (A) IMPERIAL LAND COMPANY, AN EASEMENT FOR A RIGHT OF WAY TO CONSTRUCT AND OPERATE IRRIGATION DITCHES, TELEPHONE AND TOWER SITES, A RAILROAD AND INCIDENTAL PURPOSES, AS SET FORTH IN A DOCUMENT RECORDED AUGUST 23, 1909, IN BOOK 478, PAGE 647 OF OFFICIAL RECORDS, THE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED OR RECORDED. (NOT PLOTTED)
  - (B) IMPERIAL LAND COMPANY, AN EASEMENT FOR A RIGHT OF WAY TO CONSTRUCT AND OPERATE IRRIGATION DITCHES, TELEPHONE LINES, A RAILROAD AND INCIDENTAL PURPOSES AS SET FORTH IN A DOCUMENT RECORDED AUGUST 23, 1909, IN BOOK 478, PAGE 647 OF OFFICIAL RECORDS, THE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED OR RECORDED. (NOT PLOTTED)
  - (C) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR POWER LINES AND INCIDENTAL PURPOSES AS SET FORTH IN A DOCUMENT RECORDED JANUARY 28, 1934, IN BOOK 478, PAGE 647 OF OFFICIAL RECORDS, THE EXACT EXTENT AND LOCATION OF SAID EASEMENT IS NOT DISCLOSED OR RECORDED. (NOT PLOTTED)
  - (D) IMPERIAL IRRIGATION DISTRICT, AN EASEMENT FOR ELECTRICAL POWER, DRAINAGE AND/OR CANALS(F) FACILITIES AND INCIDENTAL PURPOSES, AS DEDICATED ON MAP OF MONTERREY PARK SUBDIVISION NO. 1, RECORDED IN BOOK 24, PAGE 63 OF FINAL MAPS. (PLOTTED HEREON)

- (E) COUNTY OF IMPERIAL, AN OVERFLIGHT EASEMENT AS SHOWN ON MAP OF MONTERREY PARK SUBDIVISION NO. 1, RECORDED IN BOOK 24, PAGE 63 OF FINAL MAPS. (BLANKET EASEMENT- NOT PLOTTED)
- (F) COUNTY OF IMPERIAL, AN EASEMENT FOR AVIGATION AND INCIDENTAL PURPOSES, RECORDED MAY 5, 2006, AS INST. NO. 2006-022403 OF OFFICIAL RECORDS. (BLANKET EASEMENT- NOT PLOTTED)
- (G) UNKNOWN ENTITY(ES) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. (NOT PLOTTED)

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

### OVERFLIGHT EASEMENT:

THIS PROPERTY IS IN THE AREA SUBJECT TO OVERFLIGHTS BY AIRCRAFT USING IMPERIAL COUNTY AIRPORT, AND AS A RESULT, RESIDENTS MAY EXPERIENCE INCONVENIENCE, ANNOYANCE OR DISCOMFORT ARISING FROM THE NOISE OF SUCH OPERATIONS. STATE LAW (PUBLIC UTILITIES CODE SECTION 21629 ET SEQ.) ESTABLISHES THE RIGHT OF PUBLIC CALIFORNIA RESIDENTS OF PROPERTY NEAR A PUBLIC USE AIRPORT SHOULD THEREFORE BE PREPARED TO ACCEPT SUCH INCONVENIENCE, ANNOYANCE OR DISCOMFORT FROM NORMAL AIRCRAFT OPERATIONS. THIS EASEMENT IS SUBSTANTIALLY THE FORM CONTAINED IN THE ATTACHED TENTATIVE MAP.

### NOTARY ACKNOWLEDGEMENT:

I, COUNTY CLERK OF IMPERIAL COUNTY, HEREBY CERTIFY THAT I AM THE ONLY PARTY HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND WE CONSENT TO THE PREPARATION AND RECORDED OF THIS FINAL MAP, THAT WE OFFER FOR DEDICATION ON BEHALF OF THE PUBLIC ALL STREETS AND PUBLIC UTILITIES EASEMENTS SHOWN UPON SAID MAP AND BEING WITHIN SAID SUBDIVISION.

STATE OF CALIFORNIA  
COUNTY OF IMPERIAL

DAVID BELTRAN, PLS 8462  
ACTING CITY SURVEYOR

LICENSE EXPIRES 12-31-2020

CLERK OF THE CITY COUNCIL

### LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF REMAINDER PARCEL "A" OF MONTERREY PARK SUBDIVISION NO. 2 - UNIT 4B IN THE CITY OF IMPERIAL AS PER MAP RECORDED IN IMPERIAL COUNTY, CALIFORNIA.

### OWNER'S CERTIFICATE:

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

ARTIER VENTURES I, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

### TITLE COMPANY CERTIFICATE:

I HEREBY CERTIFY THAT THE PERSON(S) SPECIFIED IN THE CERTIFICATES HEREON ARE THE OWNERS, AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE.

FIRST AMERICAN TITLE COMPANY

TITLE OFFICER

### SOLS REPORT:

A SOLS REPORT APPLICABLE TO THE LAND INCLUDED WITHIN THIS MAP WAS PREPARED BY LANDMARK CONSULTANTS INC., DATED APRIL, 2004, UNDER THE DIRECTION OF JEFFREY D. LYON, REGISTERED CIVIL ENGINEER, 31921 AS REPORT LEADWSE. SAID SOLS REPORT IS ON FILE IN THE OFFICE OF THE COUNTY CLERK OF IMPERIAL COUNTY, A COPY OF SAID REPORT AND UPDATE IS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS.

### COUNTY RECORDERS CERTIFICATE:

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_  
O'ROCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ AT PAGES \_\_\_\_\_  
OF RUS AND ASSOCIATES  
FEE: \_\_\_\_\_

DRUCK STOREY  
COUNTY RECORDER

### SUPPORTING DOCUMENTS:

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

TITLE: SUBDIVISION GUARANTEE	INSTRUMENT NO. _____
TITLE: JTM CERTIFICATION	INSTRUMENT NO. _____
TITLE: RESOLUTION	INSTRUMENT NO. _____
TITLE: _____	INSTRUMENT NO. _____

RDS AND ASSOCIATES





## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

ORDER NO.  
ESCROW NO.

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

### To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.

(2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suite brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior of superior hereto, all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof of Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by Instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor. Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged and is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary of Trustee shall be a party unless brought by Trustee.

SHORT FORM DEED OF TRUST CONTINUED ON NEXT PAGE

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS  
DO NOT RECORD**

ORDER NO.  
ESCROW NO.

**REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid:

To, Trustee

Dated \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
By \_\_\_\_\_

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

**ALL SIGNATURES TO THIS DOCUMENT MUST BE NOTARIZED**

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.