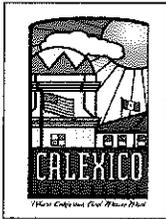


AGENDA
ITEM

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AGENDA STAFF REPORT

DATE: September 15, 2015

TO: Mayor and City Council

APPROVED BY: Richard N. Warne, City Manager *RNW*

PREPARED BY: Nick Servin, Public Works Director/ City Engineer *NS*
Mark Vasquez, Assistant City Planner

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, AMENDING THE CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP 2007-03, APPROVING FINAL MAP NO. 058-180-08, APPROVING A RELATED SUBDIVISION IMPROVEMENT AGREEMENT, AND APPROVING A LIEN CONTRACT AND AGREEMENT NOT TO CONVEY TO PROVIDE SECURITY FOR THE REQUIRED PUBLIC IMPROVEMENTS**

RECOMMENDATION

That the City Council adopt Resolution No. 2015-__ (the "Resolution"), approving the final map, a subdivision improvement agreement, and a lien contract for Tentative Tract Map 2007-03, and amending the conditions of approval for the tentative map.

BACKGROUND AND ANALYSIS

Approval of the Final Map

In 2007, the Riverview Condominium project ("Project") received approval from both the Planning Commission and the City Council. Amongst other approvals, the tentative map for the Project—Tentative Tract Map 2007-03 ("TTM 2007-03")—was approved by the City Council on July 10, 2007, via Resolution No. 2007-30.

Although the initial applicant on the Project was Dat-U-Joe Realty, the current owner and developer is Orbis Financial, LLC ("Owner"). The Owner proposes to construct 342 condominium units with four (4) Commercial Lots, a designated park area, and one single family lot.

The Owner has now submitted a proposed final map for the Project, designated as Final Map 058-180-08 (the "Final Map"). The City Engineer has reviewed the conditions of approval for TTM 2007-03, as proposed to be modified by the accompanying Resolution, and has

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determined that Applicant and/or Owner have complied with all conditions of approval required for approval of the Final Map, as modified.

In addition, the City Engineer has reviewed Final Map 058-180-08, and has found it to be in substantial conformance with TTM 2007-03 and to be technically correct.

The Subdivision Map Act, Government Code sections Section 66410 through 66499.58, governs the subdivision of property and vests the regulation of subdivision design and the construction of the associated improvements in the legislative body (the City Council) of the local agency (the City). Under the Act, if a final map conforms to the tentative map and all requirements of the Act, and all required conditions have been met, the final map must be approved. On the other hand, the local agency must disapprove the final map if it does not conform to the tentative map or the Act, and/or if any conditions have not been met. Here, the City Engineer has certified that Final Map 058-180-08 it is technically correct, that is substantially conforms with TTM 2007-03, and that all pertinent conditions of approval and/or provisions of the Act have been satisfied.

Under these circumstances, approval of Final Map 058-180-08 is appropriate. In as much as the approval of a final map is in essence a ministerial act, the City Council must take action to approve this Final Map, unless it determines that the conditions of approval have not been met. Absent objective facts to substantiate such a decision, the Final Map would likely be deemed approved pursuant to the Map Act if the Council's decision is challenged.

Approval of the Subdivision Improvement Agreement, the Lien Contract, and the Amended Conditions of Approval

The public improvements required to be constructed as a condition of approval for the Project have not yet been completed. In that circumstance, as a condition precedent to approval of the Final Map, Sections 66462 and 66462.5 of the Subdivision Map Act require the City and the subdivider to enter into an agreement whereby the subdivider agrees to complete the public improvements at the subdivider's expense. To that end, the Owner has executed and submitted for City Council approval a Subdivision Improvement Agreement, which agreement is attached to the Resolution as Attachment A. Staff recommends that the City Council accept this agreement.

In addition to the Subdivision Improvement Agreement, the Owner has executed and submitted for City Council approval a Lien Contract and Agreement Not to Convey, which is intended to provide security for completion of the public improvements required in conjunction with TTM 2007-03, in accordance with Section 66499 of the Subdivision Map Act. The Lien Contract and Agreement Not to Convey is attached to the Resolution as Attachment B. Staff recommends that the City Council accept this agreement.

To allow approval of the Lien Contract and Agreement Not to Convey as a means of providing security for completion of the public improvements, the City Council must also

amend the conditions of approval for TTM 2007-03. As initially approved, Condition No. 93 requires the security for the public improvements to take the form of either a bond or a letter of credit, and does not allow a lien on the subject property to act as such security. However, the Owner and City staff have agreed, subject to approval by the City Council, to amend this condition to allow the lien agreement as a form of security, so long as the associated requirements of the Subdivision Map Act are met. Specifically, the parties propose that Condition No. 93 be amended to state in full as follows:

Any guarantee or security for installation of the improvements shown on the recorded final map shall be by any of the means permitted by Government Code section 66499, including but not limited to a surety bond, a letter of credit, or a property lien.

Under Section 66499, subdivision (a)(4), of the Subdivision Map Act, to approve the Lien Contract and Agreement Not to Convey as a means of providing security for completion of the public improvements, the City Council must also find that it would not be in the public interest to require the installation of the public improvements sooner than two years after recordation of the Final Map. Staff has determined that there is sufficient basis to make that finding here because the Owner has no current plans to complete the project, including the associated public improvements, until the market improves, which could take multiple years.

ENVIRONMENTAL REVIEW

This project was fully reviewed under the California Environmental Quality Act in 2007 in conjunction with the approval of TTM 2007-03. Specifically, the City Council approved a mitigated negative declaration for the project under City Council Resolution No. 2007-28.

Fiscal Impact:

None

Coordinated With:

Special counsel, Rutan & Tucker, LLP

Attachments:

1. City Council Resolution 2015-___, with attached agreements.
2. Attachment "A", Subdivision Improvement Agreement
3. Attachment "B", Lien Contract and Agreement Not to Convey
4. Tentative Map for Riverview Condominiums
5. Riverview Condominium Plans
6. Final Map 058-180-08.

7. City Council Resolution No. 2007-28.

8. City Council Resolution No. 2007-29.

4. City Council Resolution No. 2007-30.

5. Ordinance No. 1054.

6. Conditions of Approval for: Annexation 2007-01, Zone Change 2007-04, TTM 2007-03, Residential Design Review 2007-01, Mitigated Negative Declaration 2007-02 and Uniform Application 2004-45

CITY COUNCIL RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, AMENDING THE CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP 2007-03, APPROVING FINAL MAP NO. 058-180-08, APPROVING A RELATED SUBDIVISION IMPROVEMENT AGREEMENT, AND APPROVING A LIEN CONTRACT AND AGREEMENT NOT TO CONVEY TO PROVIDE SECURITY FOR THE REQUIRED PUBLIC IMPROVEMENTS

WHEREAS, on July 10, 2007, the City Council of the City of Calexico ("City") adopted Resolution No. 2007-30, approving Tentative Tract Map 2007-03 ("TTM 2007-03"); and

WHEREAS, the initial applicant for TTM 2007-03 was Marvin Mayne, on behalf of Dat-U-Joe Realty ("Applicant"); and

WHEREAS, since the approval of TTM 2007-03, the subject subdivision property has been transferred in its entirety to Orbis Financial, LLC ("Owner"); and

WHEREAS, the City, the Applicant, and the Owner have agreed to modify Condition No. 93 in the conditions of approval for TTM 2007-03, such that Condition No. 93 shall hereafter read in full as follows:

Any guarantee or security for installation of the improvements shown on the recorded final map shall be by any of the means permitted by Government Code section 66499, including but not limited to a surety bond, a letter of credit, or a property lien,

and;

WHEREAS, the City Engineer has reviewed the conditions of approval for TTM 2007-03, as modified by this Resolution, and has determined that Applicant and/or Owner have complied with all conditions of approval required for approval of a final map, as modified herein; and

WHEREAS, the City Engineer has reviewed Final Map 058-180-08 submitted by Owner (the "Final Map"), and finds it to be in substantial conformance with TTM 2007-03 and to be technically correct; and

WHEREAS, Owner has executed and submitted for City Council approval a Subdivision Improvement Agreement in accordance with Sections 66462 and 66462.5 of the Subdivision Map Act, which agreement is attached hereto as Attachment A; and

WHEREAS, Owner has executed and submitted for City Council approval a Lien Contract and Agreement Not to Convey, which is intended to provide security for completion of the public improvements required in conjunction with TTM 2007-03, in accordance with Section 66499 of the Subdivision Map Act, which agreement is attached hereto as Attachment B; and

WHEREAS, because the Owner has no current plans to complete the project, including the associated public improvements, until the market improves, which could take multiple years, City staff has determined that it would not be in the public interest to require the installation of the public improvements required in conjunction with TTM 2007-03 sooner than two years after recordation of the Final Map.

NOW, THEREFORE, the City Council of the City of Calexico **DOES HEREBY RESOLVE** as follows:

Section 1. That the City Council does hereby approve Final Map 058-180-08 pursuant to Section 66458 of the Subdivision Map Act.

Section 2. That the City Council does hereby direct City staff to issue permits only when all conditions of approval of TTM 2007-03 have been addressed.

Section 3. That the City Council does hereby approve the Subdivision Improvement Agreement that is attached hereto as Attachment A, and directs the City Manager to execute that agreement in the name of the City, subject to any necessary modifications that are consistent this approval and the Subdivision Map Act.

Section 4. That the City Council hereby finds and determines that it would not be in the public interest to require the installation of the public improvements required in conjunction with TTM 2007-03 sooner than two years after recordation of the Final Map.

Section 5. That the City Council does hereby approve the Lien Contract and Agreement Not to Convey that is attached hereto as Attachment B, for the purpose of providing security for completion of the public improvements required in conjunction with TTM 2007-03, and directs the City Manager to execute that agreement in the name of the City, subject to any necessary modifications that are consistent this approval and the Subdivision Map Act.

Section 6. That the City Clerk shall certify the adoption of this Resolution and so note on the Final Map.

ATTACHMENT "A"

SUBDIVISION IMPROVEMENT AGREEMENT

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

CITY OF CALEXICO
608 Heber Ave.
Calexico, California 92231

(Space Above for Recorder's Use)

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of September, 2015, by and between ORBIS FINANCIAL, LLC, a California limited liability company, hereinafter referred to as "Subdivider," and the CITY OF CALEXICO, a municipal corporation of the State of California, hereinafter referred to as "City."

RECITALS:

- A. Subdivider is the fee owner of that certain real property, approximately 34 acres in size, located south of State Route 98 (SR-98), east of the All-American Canal, with the closest north/south road being David Navarro (D. Navarro) Avenue, specifically described as APN's 058-180-008, 058-180-009, 058-180-010, 058-180-011, and 058-180-012, in the City of Calexico, County of Imperial, State of California (hereinafter referred to as the "Property"). The Property is more particularly described by the legal description on Exhibit "A" attached hereto and incorporated herein by this reference.
- B. Developer intends to develop the Property into three hundred and forty-two (342) individually-owned attached condominium units, which will participate in an underlying common area, as well as one (1) single-family residential lot, four (4) commercial lots, and one (1) designated park/landscaped area lot (hereinafter, the "Project").
- C. On July 10, 2007, City adopted City Council Resolution No. 2007-30 (the "TTM Resolution"), approving the Tentative Tract Map for the Project, designated as Tentative Tract Map 2007-03. The TTM Resolution sets forth the conditions required for approval of the final subdivision map for the Project, as well as other conditions of approval for the Project, as amended thereafter ("Conditions of Approval"). One of the conditions for final map approval requires Subdivider to install or agree to install certain public and private improvements, further defined in Paragraph 2 below, and in Exhibits "B," "C," and "D" hereto (the "Improvements") and to complete these Improvements prior to the conveyance of any units in the Project.
- D. Subdivider has prepared and filed with City a final map (the "Map") for the Property, designated as Final Map 058-180-08, pursuant to the provisions of Section 66410, et seq., of the California Government Code (the "Subdivision Map Act").
- E. The Improvements have not yet been installed or accepted at this time.
- F. It is therefore necessary that Subdivider and City enter into an agreement for the installation of the Improvements as provided in Section 66462 of the Subdivision Map Act.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Improvement Plans. Prior to submittal of the Map for approval by the City Council, Subdivider shall furnish original improvement plans meeting the requirements of the City Engineer.

2. **Improvements.** Subdivider shall construct the public and private street, drainage, utility, landscaping, and other improvements required to be constructed or agreed to be constructed under this Agreement as listed in Exhibits "B," "C", and "D" hereto (the "Improvements"), and shall bear the full cost thereof. The methods, standards, specifications, sequence, and scheduling of construction shall be as approved by the City Engineer.

3. **Improvement Security.** Subdivider shall secure its obligation to install the Improvements prior to the sale of units as condominiums by granting City a security interest in the Project, pursuant to the Lien Contract and Agreement Not to Convey ("Lien Agreement"), attached hereto as Exhibit "E," and executed concurrently with this Agreement by City and Subdivider. The security provided under the Lien Agreement shall include and assure the payment of costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing the obligations thereby secured.

4. **Permits Required.** Prior to commencing any phase of work, Subdivider shall obtain all permits required for that phase of work and pay all required fees. Work performed under a permit or permits shall comply with all provisions of the required permits.

5. **Off-site Improvements.** When the construction of one or more of the Improvements requires or necessitates the acquisition of real property not owned by Subdivider or City, Subdivider shall use its best efforts to purchase such real property at a reasonable price. In the event Subdivider is unsuccessful, despite its best efforts, to acquire such real property at a reasonable price, Subdivider may request in writing that City attempt to acquire such real property. City may, but is not required to, agree to attempt to acquire such real property on behalf of Subdivider. If City so agrees, City and Subdivider shall enter a separate written agreement in a form acceptable to the City Attorney. Said separate agreement shall provide that Subdivider advance to City One Hundred Fifty Percent (150%) of the appraised fair market value of the real property. Any unexpended portion of said advance shall be refunded to Subdivider. Any additional funds required for acquisition of the real property shall be paid by Subdivider to City upon the conveyance of said real property to Subdivider. In no event shall the failure of Subdivider or City to acquire such real property excuse, waive, or otherwise terminate Subdivider's obligation to construct the applicable Improvement pursuant to this Agreement or the Conditions of Approval..

6. **Completion of Improvements.** Subdivider shall commence and complete construction of the Improvements per the conditions of the TTM Resolution and the terms of the Lien Agreement. Failure by Subdivider to complete construction of the Improvements within the required time periods shall place the Subdivider in default of this Agreement. In the event of such default, City may, in its sole discretion and in writing, revise the improvement security requirements as necessary to ensure completion of the Improvements, and/or require modification(s) in the standards or sequencing of the Improvements in response to changes in standards or conditions affecting or affected by the Improvements. Said failure shall not otherwise affect the validity of this Agreement or Subdivider's obligations hereunder.

7. **Force Majeure.** In the event Subdivider is unable to perform within the time limits herein due to strikes, act of God, or other events beyond Subdivider's control, the time limits for obligations affected by such events will be extended by the period of such events.

8. **Time Extension.** Subdivider may make application in writing to the City Council for an extension of time for completion of the Improvements. The City Council, in its sole and absolute discretion, may approve or deny the request or conditionally approve the extension with additions or revisions to the terms and conditions of this Agreement. Said extensions shall be valid only if made by the City in writing.

As a condition of the time extension, Subdivider shall furnish securities, similar in form and substance to those required in Section 3 hereinabove, to cover the period of extension. The value of the securities shall be sufficient to ensure the performance of and payment for Improvements that remain incomplete at the time of the extension, and to provide warranty security on completed Improvements.

9. **Survey Monuments.** Before final approval of street improvements, Subdivider shall place survey monuments in accordance with the provisions of Sections 66495, et seq. of the Subdivision Map Act and

of the Calexico Municipal Code. Subdivider shall provide the City Engineer written proof that the monuments have been set, evidence of payment and receipt thereof by the engineer or surveyor setting the monuments, and intersection monument tie-outs for monuments set in public streets.

10. Final Acceptance of Improvements. At the completion of construction and prior to acceptance of the Improvements by City, Subdivider shall submit a request for final approval by City. The request shall be accompanied by any required certifications from Subdivider's engineers or surveyors, approval letters from other agencies having jurisdiction over and approval authority for improvements required by this Agreement or the Conditions of Approval for the Project, and any required construction quality documentation not previously submitted.

Upon receipt of said request, the City Engineer or a duly-authorized representative will review the required documentation and will inspect the Improvements. If the Improvements are determined to be in accordance with applicable City standards and specifications, and as provided herein, obligations required by the Conditions of Approval and this Agreement have been satisfied, and Subdivider has provided revised plans as required in Paragraph 11, hereinafter, the City Engineer shall recommend acceptance of the Improvements by the City Council.

11. Revisions to Plans. When the Improvements have been inspected and approved by the City Engineer, Subdivider shall make any necessary revisions to the original plans held by City so the plans depict the actual Improvements constructed. When necessary revisions have been made, each separate sheet of the plans shall be clearly marked with the words "As-Built," "As-Constructed," or "Record Drawing," the marking shall be stamped by an engineer or surveyor, as appropriate for the improvements thereon, who is licensed to practice in California, and the plans shall be resubmitted to the City Engineer for approval.

12. Improvement Warranty. Subdivider hereby guarantees the Improvements to City for a period of one (1) year, beginning on the date of final acceptance of the Improvements by the City Council, against any defective work or labor done, or defective materials furnished, and shall repair or replace such defective work or materials.

13. Release of Security. City shall retain and release securities in accordance with the provisions of the Lien Agreement. Prior to the release of payment security, the City Engineer may require Subdivider to provide a title report or other evidence sufficient to show claims of lien, if any, that may affect the amount of payment security released.

14. City Right to Cure. Failure on Subdivider's part to perform any obligation under this Agreement within the permitted time shall place Subdivider in default. If such obligation has not been performed within sixty (60) days after written notice of default from City, then City may perform the obligation, and Subdivider shall pay the entire cost of such performance by City including costs of suit and reasonable attorney's fees incurred by City in enforcing such obligation. In cases of emergency or compelling public interest, as determined by the City Engineer, the requirement for written notice of default and/or the passage of sixty (60) days shall be deemed waived and all other provisions of this Article shall remain in effect.

15. No Modification of Conditions. This Agreement shall in no respect act to modify or amend any provision of the Conditions of Approval for the Project, as set forth in the TTM Resolution and other City approvals. In the event that any requirement or condition of this Agreement is inconsistent with or fails to include one or more provisions of the Conditions of Approval, which are hereby incorporated herein by reference, the provisions in the Conditions of Approval shall remain in effect and shall control.

16. Severability. In the event that any provision or provisions of this Agreement are held unenforceable, all provisions not so held shall remain in full force and effect.

17. Indemnification. Subdivider hereby binds itself, its officers, employees, agents, representatives, executors, administrators, guarantors, heirs, and assigns, and agrees to indemnify, defend, and hold City, as well as its officers, employees, agents, representatives, and assigns, harmless from and against any losses, claims, demands, actions, or causes of action of any nature whatsoever, in law or in equity,

including costs of suit and reasonable attorneys' fees, arising out of or in any way connected with Subdivider's performance hereunder, directly or indirectly, including, without limitation:

- a. any liability to any third party incurred by reason of any acts or omission of, or any commission of any negligent or tortious acts, by Subdivider or its agents or related parties in its performance under this Agreement and/or in constructing the Improvements;
- b. any damage to the Property or adjacent real property; and
- c. any mechanics' or materialmen's liens, claims, demands, actions or suits arising (directly or indirectly) from (i) any work performed or materials supplied to or for Subdivider; or (ii) any activities of any of its agents or related parties in its performance under this Agreement and/or in constructing the Improvements.

19. General Provisions.

A. All notices pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses indicated hereon. Notices personally delivered shall be effective upon delivery. Notices mailed as provided herein and sent postage prepaid shall be effective upon the date of delivery or refusal indicated on the return receipt. Either party may change its address for notices hereunder by notice to the other given in the manner provided in this subparagraph.

B. Any amendment or modification to this Agreement must be done by a written instrument executed by both parties.

C. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.

D. Neither party to this Agreement relies upon any warranty or representation not contained in this Agreement.

E. This Agreement shall be governed by and interpreted with respect to the laws of the State of California.

F. In the event of any dispute between the parties with respect to this Agreement, the prevailing party shall be entitled to prompt payment of its reasonable attorneys' fees from the non-prevailing party.

G. Any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies provided for hereunder.

|||

|||

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY: City of Calexico

608 Heber Ave.
Calexico, CA 92231

Richard Warne, City Manager

Date

ATTEST:

City Clerk

SUBDIVIDER: Orbis Financial, LLC

1260 41st Ave., Suite O
Capitola, CA 95010

By: _____
Global Partners, LLC
Its: Manager

Date

By: _____
Martin Boone
Its: Manager

Date

Reviewed and Approved: _____
City Engineer

Date

Approved as to Form: _____
City Attorney

Date

Exhibit "A"
(Legal Description, Attached Hereto)

LEGAL DESCRIPTION:

(058-180-008)

THAT PART OF THE WEST 545 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89°26'36" EAST 545.0 FEET TO A POINT;

THENCE SOUTH 00°29' WEST 43.0 FEET ALONG THE EAST LINE OF THE SAID WEST 545 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°29'39" WEST 1312.96 FEET ALONG THE SAID EAST LINE TO THE SOUTHEAST CORNER;

THENCE NORTH 89°27'56" WEST 478.14 FEET ALONG THE SOUTH LINE OF THE SAID WEST 545 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15 TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF THE ALL-AMERICAN CANAL;

THENCE NORTH 17°40'09" EAST 1375.96 FEET ALONG THE SAID EAST RIGHT OF WAY LINE OF THE ALL-AMERICAN CANAL TO A POINT;

THENCE SOUTH 89°26'36" EAST 72.43 FEET ALONG A LINE LYING PARALLEL WITH AND 43 FEET SOUTH OF THE NORTH LINE TO THE TRUE POINT OF BEGINNING.

(058-180-009)

THE EAST HALF OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(058-180-10)

THE NORTH 470 FEET OF THE EAST 105 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(058-180-011)

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE EAST 105 FEET OF THE NORTH 470 FEET THEREOF,

ALSO EXCEPTING THEREFROM, THAT PORTION CONVEYED TO ERNEST AND ROSIE MCCORMACK IN DEED THAT RECORDED JANUARY 10, 1968, AS FILE NO. 18, OFFICIAL RECORDS.

(058-180-012)

THE WEST 24 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Exhibit "B"
(Improvements – Summary)

Improvement Description	Performance, Labor & Materials Costs
On-Site Improvements (see Exhibit "C")	\$ 2,541,965.75
Off-Site Improvements (see Exhibit "D")	\$ 1,851,235.50
Monumentation	\$ 20,500.00
Total	\$ 4,431,701.25

Subdivision Bonding Estimates

Quantities By: BJ Engineering

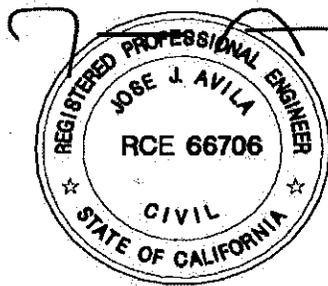
Checked by: _____

Reviewed by: E.G./J.H.

Pricing Ref. R. S. Mean/current bids

Pricing by: City Unit Prices

ITEM No.	DESCRIPTION	ESTIMATED Quantity	UNIT	UNIT PRICE	ESTIMATED COST
1	01000 General Conditions				
2	Mobilization	-	LS	\$ 5,000.00	\$ -
3	02050 Demolition				
4	Removal and Disposal of A.C.	-	SF	\$ 1.00	\$ -
5	Removal and Disposal of P.C.C. 4" thick min.	-	SF	\$ 2.00	\$ -
6	Saw Cutting	-	LF	\$ 3.50	\$ -
7	Remove and Dispose Base Course	-	SF	\$ 0.50	\$ -
8	02220 Site Grading and Preparation				
9	Class II AB Base 12" thick	-	SF	\$ 3.00	\$ -
10	Class II Agg Base 9" thick	-	SF	\$ 1.20	\$ -
11	Class II AB Base 6" thick	-	SF	\$ 1.00	\$ -
12	Import/Export Soils	-	CY	\$ 5.00	\$ -
13	Earthwork	13,720.00	CY	\$ 2.00	\$ 27,440.00
14	Unclassified Excavation	-	CY	\$ 22.50	\$ -
15	Compact Subgrade	-	SF	\$ 0.30	\$ -
16	02500 Paving and Surfacing				
17	Portland Cement Concrete (SW) 4" thick	49,500.00	SF	\$ 4.50	\$ 222,750.00
18	Stamped Concrete	-	SF	\$ 10.00	\$ -
19	Concrete Curb & Gutter A2-6 (Caltrans)	-	LF	\$ 15.00	\$ -
20	Concrete Curb & Gutter (6" x 18")	1,505.00	LF	\$ 15.00	\$ 22,575.00
21	Concrete Curb Type A1-6 (Caltrans)	11,800.00	LF	\$ 10.00	\$ 118,000.00
22	Wheel Chair Ramp	3,200.00	SF	\$ 8.00	\$ 25,600.00
23	Driveway	1,680.00	SF	\$ 8.00	\$ 13,440.00
24	Asphalt Concrete	-	TON	\$ 65.00	\$ -
25	Asphalt Concrete Paving - Street	247,300.00	SF	\$ 3.50	\$ 865,550.00
26	Seal Coat	-	SF	\$ 0.25	\$ -
27	Traffic Striping - Street	-	LS	\$ 10,000.00	\$ -
28	Wheel Chair Marking	-	EA	\$ 200.00	\$ -
29	Signs	-	EA	\$ 250.00	\$ -
30	Traffic Control	-	LS	\$ 5,000.00	\$ -
31	02600 Sewer System				
32	8" Diameter PVC SDR-35	3,500.00	LF	\$ 30.00	\$ 105,000.00
33	6" Diameter PVC SDR-35	800.00	LF	\$ 25.00	\$ 20,000.00
31	4" Diameter PVC SDR-35	3,200.00	LF	\$ 20.00	\$ 64,000.00
35	Sewer Manhole	11.00	EA	\$ 2,800.00	\$ 30,800.00
36	Sewer Services-Lateral	-	EA	\$ 250.00	\$ -
37	Clean Out	65.00	EA	\$ 200.00	\$ 13,000.00



SUB-TOTAL SHEET 1 \$ 1,528,155.00

**ENGINEER'S QUANTITY AND
COST ESTIMATING ON-SITE (COMMON AREA)
PRELIMINARY**

RIVER VIEW CONDOMINIUMS

DATE: 9/3/2015

Subdivision Bonding Estimates

Quantities By: BJ Engineering

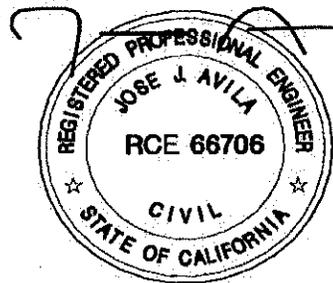
Checked by: _____

Reviewed by: E.G./J.H.

Pricing Ref. R. S. Mean/current bids

Pricing by: City Unit Prices

ITEM No.	DESCRIPTION	ESTIMATED Quantity	UNIT	UNIT PRICE	ESTIMATED COST
38	02650 Water System				
39	8" Diameter PVC C-900 Waterline	60.00	LF	\$ 40.00	\$ 2,400.00
40	6" Diameter PVC C-900 Waterline	2,200.00	LF	\$ 35.00	\$ 77,000.00
41	4" Diameter PVC C-900 Waterline	2,350.00	LF	\$ 30.00	\$ 70,500.00
42	Fire Hydrant Assembly	5.00	EA	\$ 3,000.00	\$ 15,000.00
43	Water Service	87.00	EA	\$ 100.00	\$ 8,700.00
44	8" Dia. Resiliente Wedge Gate Valve / Riser And Cover.	0.00	EA	\$ 500.00	\$ -
45	6" Dia. Gate Valve	8.00	EA	\$ 800.00	\$ 6,400.00
46	8" Dia. D.I. Blind Flange	-	EA	\$ 150.00	\$ -
47	8" Dia. D.I. 90° Bend	-	EA	\$ 200.00	\$ -
48	Connect To Exist. 8" Waterline	-	EA	\$ 1,000.00	\$ -
49					
50	02700 Drainage				
51	PCC Cross Gutter/Aprons	11,445.00	SF	\$ 10.00	\$ 114,450.00
52	24" HDPE Storm Drain	330.00	LF	\$ 60.00	\$ 19,800.00
53	18" HDPE Storm Drain	530.00	LF	\$ 50.00	\$ 26,500.00
54	15" HDPE Storm Drain	1,380.00	LF	\$ 40.00	\$ 55,200.00
55	12" HDPE Storm Drain	60.00	LF	\$ 35.00	\$ 2,100.00
56	8" HDPE Storm Drain	300.00	LF	\$ 30.00	\$ 9,000.00
57	Catch Basin Type G-0	17.00	EA	\$ 3,500.00	\$ 59,500.00
58	Catch Basin Type G-2	-	EA	\$ 3,500.00	\$ -
59	Storm Drain Manhole	5.00	EA	\$ 3,500.00	\$ 17,500.00
60	Drain Outlet Transition	-	EA	\$ 1,000.00	\$ -
61	6" Dia. PVC Sch 40	-	EA	\$ 15.00	\$ -
62	Submersible Drainage Pump System (approx.)	-	LS	\$ 20,000.00	\$ -
63	02950 Irrigation and Landscaping				
64	Mulch	-	SF	\$ 0.30	\$ -
65	Irrigation	-	SF	\$ 0.45	\$ -
66	Planter Well (existing)	-	EA	\$ 1,000.00	\$ -
67	Import Soil	-	CY	\$ 30.00	\$ -
68	Soil Preparation	-	SF	\$ 0.25	\$ -
69	Trees - 24" box	-	EA	\$ 250.00	\$ -
70	Vines - 5 gallon	-	EA	\$ 30.00	\$ -
71	Hydroseeded Turf	-	SF	\$ 0.10	\$ -
72	2x6 Redwood Header	-	LF	\$ 5.00	\$ -
73	Tree Wells 10'x10'	-	EA	\$ 200.00	\$ -
74	Tree Wells 6'x6'	-	EA	\$ 120.00	\$ -
75	Planter Well (new)	-	EA	\$ 250.00	\$ -



SUB-TOTAL SHEET 2 \$ 484,050.00

**ENGINEER'S QUANTITY AND
COST ESTIMATING ON-SITE (COMMON AREA)
PRELIMINARY**

RIVER VIEW CONDOMINIUMS

DATE: 9/3/2015

Exhibit "C"
**(On-Site Improvements – Engineer's Quantity and
Cost Estimating Sheet, Attached Hereto)**

Subdivision Bonding Estimates

Quantities By: BJ Engineering

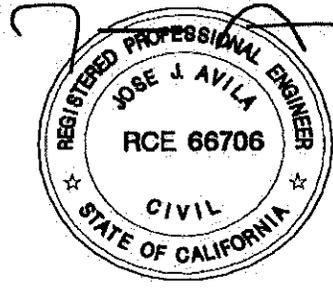
Checked by: _____

Reviewed by: E.G./J.H.

Pricing Ref. R. S. Mean/current bids

Pricing by: City Unit Prices

ITEM No.	DESCRIPTION	ESTIMATED Quantity	UNIT	UNIT PRICE	ESTIMATED COST
1	01000 General Conditions				
2	Mobilization	-	LS	\$ 5,000.00	\$ -
3	02050 Demolition				
4	Removal and Disposal of A.C.	2,000.00	SF	\$ 1.00	\$ 2,000.00
5	Removal and Disposal of P.C.C. 4" thick min.	-	SF	\$ 2.00	\$ -
6	Saw Cutting	1,200.00	LF	\$ 3.50	\$ 4,200.00
7	Remove and Dispose Base Course	-	SF	\$ 0.50	\$ -
8	02220 Site Grading and Preparation				
9	Class II AB Base 12" thick	-	SF	\$ 3.00	\$ -
10	Class II Agg Base 9" thick	-	SF	\$ 1.20	\$ -
11	Class II AB Base 6" thick	-	SF	\$ 1.00	\$ -
12	Import/Export Soils	-	CY	\$ 5.00	\$ -
13	Earthwork	-	CY	\$ 2.00	\$ -
14	Unclassified Excavation	-	CY	\$ 22.50	\$ -
15	Compact Subgrade	-	SF	\$ 0.30	\$ -
16	02500 Paving and Surfacing				
17	Portland Cement Concrete (SW) 4" thick	35,260.00	SF	\$ 4.50	\$ 158,670.00
18	Stamped Concrete	-	SF	\$ 10.00	\$ -
19	Concrete Curb & Gutter A2-6 (Caltrans)	8,660.00	LF	\$ 15.00	\$ 129,900.00
20	Concrete Curb & Gutter (6" x 18")	-	LF	\$ 15.00	\$ -
21	Concrete Curb Type A1-6 (Caltrans)	800.00	LF	\$ 10.00	\$ 8,000.00
22	Wheel Chair Ramp	3,700.00	SF	\$ 8.00	\$ 29,600.00
23	Driveway	3,100.00	SF	\$ 8.00	\$ 24,800.00
24	Asphalt Concrete	-	TON	\$ 65.00	\$ -
25	Asphalt Concrete Paving - Street	194,000.00	SF	\$ 3.50	\$ 679,000.00
26	Seal Coat	-	SF	\$ 0.25	\$ -
27	Traffic Striping - Street	-	LS	\$ 10,000.00	\$ -
28	Wheel Chair Marking	-	EA	\$ 200.00	\$ -
29	Signs	-	EA	\$ 250.00	\$ -
30	Traffic Control	-	LS	\$ 5,000.00	\$ -
31	02600 Sewer System				
32	8" Diameter PVC SDR-35	2,540.00	LF	\$ 30.00	\$ 76,200.00
33	6" Diameter PVC SDR-35	-	LF	\$ 25.00	\$ -
31	4" Diameter PVC SDR-35	-	LF	\$ 20.00	\$ -
35	Sewer Manhole	9.00	EA	\$ 2,800.00	\$ 25,200.00
36	Sewer Services-Lateral	-	EA	\$ 250.00	\$ -
37	Clean Out	5.00	EA	\$ 200.00	\$ 1,000.00



SUB-TOTAL SHEET 1 \$ 1,138,570.00

**ENGINEER'S QUANTITY AND
COST ESTIMATING HIGHWAY 98 AND OFF-SITE TO BE
DEDICATED TO THE CITY OF CALEXICO
PRELIMINARY**

DATE: 9/3/2015

RIVER VIEW CONDOMINIUMS

Subdivision Bonding Estimates

Quantities By: BJ Engineering

Checked by: _____

Reviewed by: E.G./J.H.

Pricing Ref. R. S. Mean/current bids

Pricing by: City Unit Prices

ITEM No.	DESCRIPTION	ESTIMATED Quantity	UNIT	UNIT PRICE	ESTIMATED COST
38	02650 Water System				
39	8" Diameter PVC C-900 Waterline	3,170.00	LF	\$ 40.00	\$ 126,800.00
40	6" Diameter PVC C-900 Waterline	400.00	LF	\$ 35.00	\$ 14,000.00
41	4" Diameter PVC C-900 Waterline	0.00	LF	\$ 30.00	\$ -
42	Fire Hydrant Assembly	8.00	EA	\$ 3,000.00	\$ 24,000.00
43	Water Service	-	EA	\$ 100.00	\$ -
44	8" Dia. Resiliente Wedge Gate Valve / Riser And Cover.	-	EA	\$ 500.00	\$ -
45	8" Dia. Gate Valve	6.00	EA	\$ 800.00	\$ 4,800.00
46	6" Dia. Gate Valve	14.00	EA	\$ 750.00	\$ 10,500.00
47	8" Dia. D.I. 90° Bend	2.00	EA	\$ 200.00	\$ 400.00
48	8"x6" Reducer	1.00	EA	\$ 300.00	\$ 300.00
49	8"x6" Tee	12.00	EA	\$ 400.00	\$ 4,800.00
50	02700 Drainage				
51	PCC Cross Gutter/Aprons	8,835.00	SF	\$ 10.00	\$ 88,350.00
52	24" HDPE Storm Drain	-	LF	\$ 60.00	\$ -
53	18" HDPE Storm Drain	10.00	LF	\$ 50.00	\$ 500.00
54	15" HDPE Storm Drain	750.00	LF	\$ 40.00	\$ 30,000.00
55	12" HDPE Storm Drain	650.00	LF	\$ 35.00	\$ 22,750.00
56	6" HDPE Storm Drain	60.00	LF	\$ 25.00	\$ 1,500.00
57	Catch Basin Type G-0	20.00	EA	\$ 3,500.00	\$ 70,000.00
58	Catch Basin Type G-2	-	EA	\$ 3,500.00	\$ -
59	Storm Drain Manhole	7.00	EA	\$ 3,500.00	\$ 24,500.00
60	Drain Outlet Transition	-	EA	\$ 1,000.00	\$ -
61	6" Dia. PVC Sch 40	-	EA	\$ 15.00	\$ -
62	Submersible Drainage Pump System (approx.)	-	LS	\$ 20,000.00	\$ -
63	02950 Irrigation and Landscaping				
64	Mulch	-	SF	\$ 0.30	\$ -
65	Irrigation	-	SF	\$ 0.45	\$ -
66	Planter Well (existing)	-	EA	\$ 1,000.00	\$ -
67	Import Soil	-	CY	\$ 30.00	\$ -
68	Soil Preparation	-	SF	\$ 0.25	\$ -
69	Trees - 24" box	-	EA	\$ 250.00	\$ -
70	Vines - 5 gallon	-	EA	\$ 30.00	\$ -
71	Hydroseeded Turf	-	SF	\$ 0.10	\$ -
72	2x6 Redwood Header	-	LF	\$ 5.00	\$ -
73	Tree Wells 10'x10'	-	EA	\$ 200.00	\$ -
74	Tree Wells 6'x6'	-	EA	\$ 120.00	\$ -
75	Planter Well (new)	-	EA	\$ 250.00	\$ -



SUB-TOTAL SHEET 2 \$ 423,200.00

**ENGINEER'S QUANTITY AND
COST ESTIMATING HIGHWAY 98 AND OFF-SITE TO BE
DEDICATED TO THE CITY OF CALEXICO
PRELIMINARY**

RIVER VIEW CONDOMINIUMS

DATE: 9/3/2015

Exhibit "D"
**(Off-Site and Highway 98 Improvements – Engineer's Quantity and
Cost Estimating Sheet, Attached Hereto)**

Exhibit "E"
(Lien Contract and Covenant Not to Convey)

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

CITY OF CALEXICO
608 Heber Ave.
Calexico, California 92231

(Space Above For Recorder's Use)

PARTIAL RELEASE OF REAL PROPERTY LIEN

Under the Lien Contract and Agreement Not to Convey that was recorded on _____, 2015, in the official records of Imperial County, California, as Instrument No. _____, a lien ("Lien") was created, in favor of the City of Calexico, upon that certain real property located in the County of Imperial, State of California, as more fully described in Exhibit "A" hereto.

By this Partial Release of Real Property Lien, the above-described Lien is hereby released and discharged **in part**, as follows:

The subject Lien is released and discharged **only** as to Lot(s) _____, inclusive, of Tract No. _____, in the City of Calexico, County of Imperial, State of California, as per Map filed in Book _____, Pages _____, inclusive, of maps, in the office of the county recorder of said county.

Dated: _____

City of Calexico

By: _____
Its

STATE OF CALIFORNIA)
) 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.

Signature _____

[SEAL]

ATTACHMENT "B"

LIEN CONTRACT AND AGREEMENT NOT TO CONVEY

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

CITY OF CALEXICO
608 Heber Ave.
Calexico, California 92231

(Space Above for Recorder's Use)

LIEN CONTRACT AND AGREEMENT NOT TO CONVEY

THIS LIEN CONTRACT AND AGREEMENT NOT TO CONVEY ("Agreement") is made as of September __, 2015, by and between ORBIS FINANCIAL, LLC, a California limited liability company ("Developer"), and the CITY OF CALEXIO ("City"), who hereby agree as follows:

1. BACKGROUND FACTS.

This Agreement is made with reference to the following facts:

(a) The Property. As of the date of this Agreement, Developer is the fee owner of that certain real property, approximately 34 acres in size, located south of State Route 98 (SR-98), east of the All-American Canal, with the closest north/south road being David Navarro (D. Navarro) Avenue, specifically described as APN's 058-180-008, 058-180-009, 058-180-010, 058-180-011, and 058-180-012, in the City of Calexico, County of Imperial, State of California (hereinafter, the "Property"). The Property is more particularly described by the legal description on Exhibit "A" attached hereto and incorporated herein by this reference.

(b) Conditions of Approval of Tentative Subdivision Map and Planned Unit Development. Developer intends to develop the Property into three hundred and forty-two (342) individually-owned attached condominium units, which will participate in an underlying common area, as well as one (1) single-family residential lot, four (4) commercial lots, and one (1) designated park/landscaped area lot (hereinafter, the "Project"). As part of the Project, Developer must process with the applicable governmental authorities the appropriate subdivision maps and a Planned Unit Development.

(c) Required Improvements. On July 10, 2007, the City adopted City Council Resolution No. 2007-30 (the "TTM Resolution"), approving the Tentative Tract Map for the Project, designated as Tentative Tract Map 2007-03. The TTM Resolution, as extended by law, sets forth the conditions required for approval of the final subdivision map for the Project, as well as other conditions of approval for the Project, as amended

thereafter ("Conditions of Approval"). One of the conditions for approval of the final subdivision map and Planned Unit Development requires Developer to install or agree to install certain public and private improvements ("Improvements"), further described in the Paragraphs of this Agreement entitled "RESTRICTONS AGAINST CLOSING OF ESCROW" and "ESCROW CONDITION" ("Improvements"), and to complete these Improvements prior to the conveyance or sale of any units in the Project.

(d) Obligation to Improve Generally Bonded. Generally, the City requires developers to post a bond to secure the developer's obligation to make improvements prior to the conveyance of completed units. Bonding Developer's obligation to make improvements would be expensive due to periodic bond premiums and would be difficult to value due to uncertainties in the work to be performed. This expense would ultimately be borne by the purchaser of a unit. This Agreement is intended to obviate the need for substantial front-end expenditures or the posting of bonds for the Project, while still guaranteeing that required Improvements will be made.

(e) Intention of the Parties. It is the intention of the parties that this Agreement will eliminate the need for Developer to bond Developer's obligation to make required improvements prior to the conveyance of any units in the Project. By making this Agreement a part of the public record, the parties intend to prohibit the close of escrow or other conveyance of any unit in the Project until all required improvements have been made.

2. RESTRICTIONS AGAINST CLOSING ESCROW.

The parties hereby agree that no escrow shall close, funds shall not be released from escrow, and title shall not be conveyed to the purchaser of any unit in any Project building, until all of the following conditions have been met:

(a) All on-site improvements listed in the Engineer's Quantity and Cost Estimating Sheet (attached hereto as Exhibit "B") have been permitted and properly completed, and a Notice of Completion as defined in Civil Code section 3093 covering all the foregoing facilities and improvements has been recorded.

(b) All off-site improvements listed in the Engineer's Quantity and Cost Estimating Sheet (attached hetero as Exhibit "C") have been permitted and properly completed, and a Notice of Completion as defined in Civil Code section 3093 covering all the foregoing facilities and improvements has been recorded.

(c) All Highway 98 off-site improvements listed in the Engineer's Quantity and Cost Estimating Sheet (attached hereto as Exhibit "C") have been permitted and properly completed, and a Notice of Completion as defined in Civil Code section 3093 covering all the foregoing facilities and improvements has been recorded.

(d) The statutory periods for the recordation of all mechanics' lien claims on the Project have expired, or the purchaser is provided a Policy of Title Insurance with an endorsement insuring the purchaser against unrecorded mechanics' liens.

(e) The escrow holder is authorized to record a release of lien in the form attached hereto as Exhibit "D" (the "Lien Release"). City shall deliver to the escrow holder executed and acknowledged copies of the Lien Release for each of the units in the Project within twenty (20) days following the City's reasonable determination that the improvements listed in Paragraphs 2(a), 2(b), and 2(c) of this Agreement have been completed. City will authorize the escrow holder to record the Lien Release with respect to a unit to be conveyed upon confirmation from the escrow holder that the requirements of Paragraphs 2(d) and 2(e) of this Agreement will be satisfied concurrent with the transfer of such unit.

3. ESCROW CONDITION.

Any escrow instructions used by Developer in the sale of any units in a Project building shall require as a non-waivable condition to close of escrow that the Improvements described in Paragraphs 2(a), 2(b), and 2(c) of this Agreement have been satisfied and the lien established by this Agreement has been released.

4. LIEN.

The purpose of this Agreement is to make the Paragraphs of this Agreement entitled "RESTRICTIONS AGAINST CLOSING OF ESCROW" and "ESCROW CONDITION" a matter of public record, and to ensure that the Improvements listed in those paragraphs are completed before the sale or conveyance of any unit within the Project. For the faithful performance of the promises and covenants herein contained, pursuant to Government Code section 66499, Developer hereby grants to City a lien upon the Property in such amount as is necessary to complete said Improvements. Said lien shall be increased or decreased so as to equal the actual amount necessary to complete said Improvements, for it is the intent of the parties hereto that this lien shall be for the actual cost of completing the Improvements. As of the date of this Agreement, the estimated cost of completion of the Improvements is as follows: (1) the estimated cost of completing the off-site and Highway 98 improvements is one million, eight hundred fifty-one thousand, two hundred thirty-five dollars and fifty cents (\$1,851,235.50); (2) the estimated cost of completing the on-site improvements is two million, five hundred forty-one thousand, nine hundred sixty-five dollars and seventy-five cents (\$2,541,965.75); and (3) the estimated cost of the monumentation is twenty thousand five hundred dollars (\$20,500). In the event Developer, or its successors, heirs, assigns, or transferees, fails to install and construct said Improvements in the manner specified herein, the City may pursue any remedy, legal or equitable, including but not limited to the foreclosure of the lien or any other remedy referred to herein or allowed by law.

5. DEVELOPER'S RIGHT TO ENCUMBER THE PROPERTY.

City understands that Developer may desire to further encumber the Property in the future. In such event, City agrees to sign any and all documents requested by Developer that are necessary to effectuate such encumbrance, provided that any and all encumbrances, including but not limited to liens given for the repayment of monetary obligations, are made subordinate to the lien rights created by this Agreement.

6. PARTIAL RELEASE AND RECONVEYANCE.

Upon completion of the required Improvements on any of the three hundred forty-three (343) residential units in the Project, and the completion of all off-site Improvements specified in Paragraph 2 of this Agreement, and when all other conditions listed in Paragraph 2 are met concerning a particular unit, Developer shall be entitled to a reconveyance and release by City of its lien on that particular unit if authorized by the City Engineer. If authorized by the City Engineer, Developer is entitled to said reconveyance and release on a unit-by-unit basis, and may select the sequence of the residential units upon which it will complete the Improvements.

7. TERMINATION OF AGREEMENT.

Upon completion of the Improvements, City shall reconvey to Developer and release any and all liens upon the Property created by this Agreement, and this Agreement shall terminate. In such event, City agrees to execute any and all documentation requested by Developer or any title insurer necessary to release the cloud of this instrument from title to the Property.

8. VIOLATION OF AGREEMENT.

Developer acknowledges that, under existing circumstances, any sale or conveyance of units within the Project in violation of this Agreement, or without first complying with the Conditions of Approval and any resolution approving a final map for the Project, would be illegal and violative of the Subdivision Map Act (including but not limited to Government Code section 66499.30) and the ordinances of the City of Calexico (including but not limited to Calexico Municipal Code section 16.12.070 and Chapter 16.32).

9. CONSIDERATION FOR THIS AGREEMENT.

The consideration for this Agreement is the mutual covenants contained herein.

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|||

10. FURTHER ASSURANCES; COVENANT NOT TO CONVEY UNITS.

As further assurance that Developer, or Developer's successors and assigns, shall be bound to perform the covenants contained herein, Developer shall execute and record in the Office of the County Recorder of Imperial County that certain "Covenant Not to Convey Units," a copy of which is attached hereto as Exhibit "E" and incorporated herein by this reference. Each party to this Agreement shall perform any further acts and sign and deliver any further documents reasonably necessary to carry out the provisions of this Agreement.

11. INDEMNIFICATION.

Developer shall protect, defend, indemnify, and hold harmless the City, its officers, employees (including its contract employees), representatives and agents, and each of them, jointly and severally, against and from any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities, at law or in equity, of every kind or nature whatsoever, including, without limitation, injury to or death of any person or persons and damage to or destruction of any property, threatened, brought or instituted ("Claims"), arising out of or in any manner directly or indirectly connected with this Agreement, including, without limitation:

(a) any liability to any third party incurred by reason of any acts or omission of, or any commission of any negligent or tortious acts, by Developer or its agents or related parties in its performance under this Agreement and/or in constructing the Improvements;

(b) any damage to the Property or adjacent real property; and

(c) any mechanics' or materialmen's liens, claims, demands, actions or suits arising (directly or indirectly) from (i) any work performed or materials supplied to or for Developer; or (ii) any activities of any of its agents or related parties in its performance under this Agreement and/or in constructing the Improvements.

12. AMENDMENT.

This Agreement may be amended only by a writing signed by both parties, or the parties' successors and assigns.

13. NOTICES.

Any notice from one party to the other shall be delivered either personally or via United States Mail, postage fully prepaid, addressed to the parties as follows:

To DEVELOPER:

Martin Boone, Manager
Orbis Financial, LLC
1260 41st Avenue, Suite O
Capitola, CA 95010

To CITY:

City Clerk
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Any notice shall be deemed delivered at the time of personal service or forty-eight (48) hours after the time of deposit in the United States Mail, as the case may be. In the event either party changes its address, the change of address shall be communicated to the other party in the manner set forth in this paragraph.

14. NO ASSUMPTION OF LIABILITY BY CITY.

By reason of this Agreement, the City shall not, nor shall any of its officers or employees, be liable or responsible for any accident, loss, or damage happening or occurring to the work or improvements referred to herein.

15. ATTORNEYS' FEES.

In the event either party shall be required to commence any action or proceeding against the other party by reason of any breach or claimed breach of any provision of this Agreement, or to commence any action or proceeding in any way connected with this Agreement, or to seek a judicial declaration of rights hereunder, the party prevailing in such action or proceeding shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees and costs.

16. ENTIRE AGREEMENT.

This Agreement and the exhibits attached hereto contain the entire agreement of the parties and supersede any prior or contemporaneous written or oral agreement between the parties, except the parties' Subdivision Improvement Agreement executed on or about the same date. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between the parties related to the subject matter contained in this Agreement that are not fully expressed herein, except the parties' Subdivision Improvement Agreement executed on or about the same date.

\\

17. SUCCESSORS AND ASSIGNS.

This Agreement is binding upon and inures to the benefit of the parties and their respective successors-in-interest, assigns, and transferees.

18. COUNTERPARTS.

This Agreement may be signed in two (2) or more counterparts, each of which shall constitute an original, but both or which together shall constitute one (1) and the same document.

DEVELOPER:

ORBIS FINANCIAL, LLC

By _____
Global Partners, LLC
Manager of Orbis Financial, LLC

By _____
Martin Boone, Manager of Global Partners LLC

CITY

CITY OF CALEXICO

By _____
Richard Warne, City Manager

ATTEST:

Gabriela Garcia, Deputy City Clerk

Exhibit "A"
(Legal Description, Attached Hereto)

LEGAL DESCRIPTION:

(058-180-008)

THAT PART OF THE WEST 545 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89°26'36" EAST 545.0 FEET TO A POINT;

THENCE SOUTH 00°29' WEST 43.0 FEET ALONG THE EAST LINE OF THE SAID WEST 545 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°29'39" WEST 1312.96 FEET ALONG THE SAID EAST LINE TO THE SOUTHEAST CORNER;

THENCE NORTH 89°27'56" WEST 478.14 FEET ALONG THE SOUTH LINE OF THE SAID WEST 545 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15 TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF THE ALL-AMERICAN CANAL;

THENCE NORTH 17°40'09" EAST 1375.96 FEET ALONG THE SAID EAST RIGHT OF WAY LINE OF THE ALL-AMERICAN CANAL TO A POINT;

THENCE SOUTH 89°26'36" EAST 72.43 FEET ALONG A LINE LYING PARALLEL WITH AND 43 FEET SOUTH OF THE NORTH LINE TO THE TRUE POINT OF BEGINNING.

(058-180-009)

THE EAST HALF OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(058-180-10)

THE NORTH 470 FEET OF THE EAST 105 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(058-180-011)

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE EAST 105 FEET OF THE NORTH 470 FEET THEREOF,

ALSO EXCEPTING THEREFROM, THAT PORTION CONVEYED TO ERNEST AND ROSIE MCCORMACK IN DEED THAT RECORDED JANUARY 10, 1968, AS FILE NO. 18, OFFICIAL RECORDS.

(058-180-012)

THE WEST 24 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Exhibit "B"
(On-Site Improvements - Engineer's Quantity and
Cost Estimating Sheet, Attached Hereto)

Subdivision Bonding Estimates

Quantities By: BJ Engineering

Checked by: _____

Reviewed by: E.G./J.H.

Pricing Ref. R. S. Mean/current bids

Pricing by: City Unit Prices

ITEM No.	DESCRIPTION	ESTIMATED Quantity	UNIT	UNIT PRICE	ESTIMATED COST
1	01000 General Conditions				
2	Mobilization	-	LS	\$ 5,000.00	\$ -
3	02050 Demolition				
4	Removal and Disposal of A.C.	-	SF	\$ 1.00	\$ -
5	Removal and Disposal of P.C.C. 4" thick min.	-	SF	\$ 2.00	\$ -
6	Saw Cutting	-	LF	\$ 3.50	\$ -
7	Remove and Dispose Base Course	-	SF	\$ 0.50	\$ -
8	02220 Site Grading and Preparation				
9	Class II AB Base 12" thick	-	SF	\$ 3.00	\$ -
10	Class II Agg Base 9" thick	-	SF	\$ 1.20	\$ -
11	Class II AB Base 6" thick	-	SF	\$ 1.00	\$ -
12	Import/Export Soils	-	CY	\$ 5.00	\$ -
13	Earthwork	13,720.00	CY	\$ 2.00	\$ 27,440.00
14	Unclassified Excavation	-	CY	\$ 22.50	\$ -
15	Compact Subgrade	-	SF	\$ 0.30	\$ -
16	02500 Paving and Surfacing				
17	Portland Cement Concrete (SW) 4" thick	49,500.00	SF	\$ 4.50	\$ 222,750.00
18	Stamped Concrete	-	SF	\$ 10.00	\$ -
19	Concrete Curb & Gutter A2-6 (Caltrans)	-	LF	\$ 15.00	\$ -
20	Concrete Curb & Gutter (6" x 18")	1,505.00	LF	\$ 15.00	\$ 22,575.00
21	Concrete Curb Type A1-6 (Caltrans)	11,800.00	LF	\$ 10.00	\$ 118,000.00
22	Wheel Chair Ramp	3,200.00	SF	\$ 8.00	\$ 25,600.00
23	Driveway	1,680.00	SF	\$ 8.00	\$ 13,440.00
24	Asphalt Concrete	-	TON	\$ 65.00	\$ -
25	Asphalt Concrete Paving - Street	247,300.00	SF	\$ 3.50	\$ 865,550.00
26	Seal Coat	-	SF	\$ 0.25	\$ -
27	Traffic Striping - Street	-	LS	\$ 10,000.00	\$ -
28	Wheel Chair Marking	-	EA	\$ 200.00	\$ -
29	Signs	-	EA	\$ 250.00	\$ -
30	Traffic Control	-	LS	\$ 5,000.00	\$ -
31	02600 Sewer System				
32	8" Diameter PVC SDR-35	3,500.00	LF	\$ 30.00	\$ 105,000.00
33	6" Diameter PVC SDR-35	800.00	LF	\$ 25.00	\$ 20,000.00
31	4" Diameter PVC SDR-35	3,200.00	LF	\$ 20.00	\$ 64,000.00
35	Sewer Manhole	11.00	EA	\$ 2,800.00	\$ 30,800.00
36	Sewer Services-Lateral	-	EA	\$ 250.00	\$ -
37	Clean Out	65.00	EA	\$ 200.00	\$ 13,000.00
SUB-TOTAL SHEET 1					\$ 1,528,155.00



ENGINEER'S QUANTITY AND
COST ESTIMATING ON-SITE (COMMON AREA)
PRELIMINARY

RIVER VIEW CONDOMINIUMS

DATE: 9/3/2015

Subdivision Bonding Estimates

Quantities By: BJ Engineering

Checked by: _____

Reviewed by: E.G./ J.H.

Pricing Ref. R. S. Mean/current bids

Pricing by: City Unit Prices

ITEM No.	DESCRIPTION	ESTIMATED Quantity	UNIT	UNIT PRICE	ESTIMATED COST
38	02650 Water System				
39	8" Diameter PVC C-900 Waterline	60.00	LF	\$ 40.00	\$ 2,400.00
40	6" Diameter PVC C-900 Waterline	2,200.00	LF	\$ 35.00	\$ 77,000.00
41	4" Diameter PVC C-900 Waterline	2,350.00	LF	\$ 30.00	\$ 70,500.00
42	Fire Hydrant Assembly	5.00	EA	\$ 3,000.00	\$ 15,000.00
43	Water Service	87.00	EA	\$ 100.00	\$ 8,700.00
44	8" Dia. Resiliente Wedge Gate Valve / Riser And Cover.	0.00	EA	\$ 500.00	\$ -
45	6" Dia. Gate Valve	8.00	EA	\$ 800.00	\$ 6,400.00
46	8" Dia. D.I. Blind Flange	-	EA	\$ 150.00	\$ -
47	8" Dia. D.I. 90° Bend	-	EA	\$ 200.00	\$ -
48	Connect To Exist. 8" Waterline	-	EA	\$ 1,000.00	\$ -
49					
50	02700 Drainage				
51	PCC Cross Gutter/Aprons	11,445.00	SF	\$ 10.00	\$ 114,450.00
52	24" HDPE Storm Drain	330.00	LF	\$ 60.00	\$ 19,800.00
53	18" HDPE Storm Drain	530.00	LF	\$ 50.00	\$ 26,500.00
54	15" HDPE Storm Drain	1,380.00	LF	\$ 40.00	\$ 55,200.00
55	12" HDPE Storm Drain	60.00	LF	\$ 35.00	\$ 2,100.00
56	8" HDPE Storm Drain	300.00	LF	\$ 30.00	\$ 9,000.00
57	Catch Basin Type G-0	17.00	EA	\$ 3,500.00	\$ 59,500.00
58	Catch Basin Type G-2	-	EA	\$ 3,500.00	\$ -
59	Storm Drain Manhole	5.00	EA	\$ 3,500.00	\$ 17,500.00
60	Drain Outlet Transition	-	EA	\$ 1,000.00	\$ -
61	6" Dia. PVC Sch 40	-	EA	\$ 15.00	\$ -
62	Submersible Drainage Pump System (approx.)	-	LS	\$ 20,000.00	\$ -
63	02950 Irrigation and Landscaping				
64	Mulch	-	SF	\$ 0.30	\$ -
65	Irrigation	-	SF	\$ 0.45	\$ -
66	Planter Well (existing)	-	EA	\$ 1,000.00	\$ -
67	Import Soil	-	CY	\$ 30.00	\$ -
68	Soil Preparation	-	SF	\$ 0.25	\$ -
69	Trees - 24" box	-	EA	\$ 250.00	\$ -
70	Vines - 5 gallon	-	EA	\$ 30.00	\$ -
71	Hydroseeded Turf	-	SF	\$ 0.10	\$ -
72	2x6 Redwood Header	-	LF	\$ 5.00	\$ -
73	Tree Wells 10'x10'	-	EA	\$ 200.00	\$ -
74	Tree Wells 6'x6'	-	EA	\$ 120.00	\$ -
75	Planter Well (new)	-	EA	\$ 250.00	\$ -



SUB-TOTAL SHEET 2 \$ 484,050.00

**ENGINEER'S QUANTITY AND
COST ESTIMATING ON-SITE (COMMON AREA)
PRELIMINARY**

RIVER VIEW CONDOMINIUMS

DATE: 9/3/2015

Exhibit "C"

(Off-Site and Highway 98 Improvements - Engineer's Quantity and
Cost Estimating Sheet, Attached Hereto)

Subdivision Bonding Estimates

Quantities By: BJ Engineering

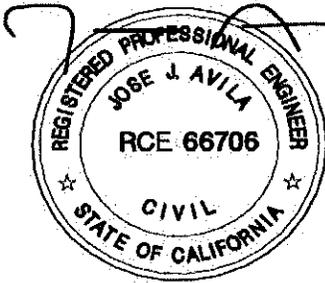
Checked by: _____

Reviewed by: E.G./J.H.

Pricing Ref. R. S. Mean/current bids

Pricing by: City Unit Prices

ITEM No.	DESCRIPTION	ESTIMATED Quantity	UNIT	UNIT PRICE	ESTIMATED COST
1	01000 General Conditions				
2	Mobilization	-	LS	\$ 5,000.00	\$ -
3	02050 Demolition				
4	Removal and Disposal of A.C.	2,000.00	SF	\$ 1.00	\$ 2,000.00
5	Removal and Disposal of P.C.C. 4" thick min.	-	SF	\$ 2.00	\$ -
6	Saw Cutting	1,200.00	LF	\$ 3.50	\$ 4,200.00
7	Remove and Dispose Base Course	-	SF	\$ 0.50	\$ -
8	02220 Site Grading and Preparation				
9	Class II AB Base 12" thick	-	SF	\$ 3.00	\$ -
10	Class II Agg Base 9" thick	-	SF	\$ 1.20	\$ -
11	Class II AB Base 6" thick	-	SF	\$ 1.00	\$ -
12	Import/Export Soils	-	CY	\$ 5.00	\$ -
13	Earthwork	-	CY	\$ 2.00	\$ -
14	Unclassified Excavation	-	CY	\$ 22.50	\$ -
15	Compact Subgrade	-	SF	\$ 0.30	\$ -
16	02500 Paving and Surfacing				
17	Portland Cement Concrete (SW) 4" thick	35,260.00	SF	\$ 4.50	\$ 158,670.00
18	Stamped Concrete	-	SF	\$ 10.00	\$ -
19	Concrete Curb & Gutter A2-6 (Caltrans)	8,660.00	LF	\$ 15.00	\$ 129,900.00
20	Concrete Curb & Gutter (6" x 18")	-	LF	\$ 15.00	\$ -
21	Concrete Curb Type A1-6 (Caltrans)	800.00	LF	\$ 10.00	\$ 8,000.00
22	Wheel Chair Ramp	3,700.00	SF	\$ 8.00	\$ 29,600.00
23	Driveway	3,100.00	SF	\$ 8.00	\$ 24,800.00
24	Asphalt Concrete	-	TON	\$ 65.00	\$ -
25	Asphalt Concrete Paving - Street	194,000.00	SF	\$ 3.50	\$ 679,000.00
26	Seal Coat	-	SF	\$ 0.25	\$ -
27	Traffic Striping - Street	-	LS	\$ 10,000.00	\$ -
28	Wheel Chair Marking	-	EA	\$ 200.00	\$ -
29	Signs	-	EA	\$ 250.00	\$ -
30	Traffic Control	-	LS	\$ 5,000.00	\$ -
31	02600 Sewer System				
32	8" Diameter PVC SDR-35	2,540.00	LF	\$ 30.00	\$ 76,200.00
33	6" Diameter PVC SDR-35	-	LF	\$ 25.00	\$ -
31	4" Diameter PVC SDR-35	-	LF	\$ 20.00	\$ -
35	Sewer Manhole	9.00	EA	\$ 2,800.00	\$ 25,200.00
36	Sewer Services-Lateral	-	EA	\$ 250.00	\$ -
37	Clean Out	5.00	EA	\$ 200.00	\$ 1,000.00



SUB-TOTAL SHEET 1 \$ 1,138,570.00

**ENGINEER'S QUANTITY AND
COST ESTIMATING HIGHWAY 98 AND OFF-SITE TO BE
DEDICATED TO THE CITY OF CALEXICO
PRELIMINARY**

DATE: 9/3/2015

RIVER VIEW CONDOMINIUMS

Subdivision Bonding Estimates

Quantities By: BJ Engineering

Checked by: _____

Reviewed by: E.G./J.H.

Pricing Ref. R. S. Mean/current bids

Pricing by: City Unit Prices

ITEM No.	DESCRIPTION	ESTIMATED Quantity	UNIT	UNIT PRICE	ESTIMATED COST
38	02650 Water System				
39	8" Diameter PVC C-900 Waterline	3,170.00	LF	\$ 40.00	\$ 126,800.00
40	6" Diameter PVC C-900 Waterline	400.00	LF	\$ 35.00	\$ 14,000.00
41	4" Diameter PVC C-900 Waterline	0.00	LF	\$ 30.00	\$ -
42	Fire Hydrant Assembly	8.00	EA	\$ 3,000.00	\$ 24,000.00
43	Water Service	-	EA	\$ 100.00	\$ -
44	8" Dia. Resiliente Wedge Gate Valve / Riser And Cover.	-	EA	\$ 500.00	\$ -
45	8" Dia. Gate Valve	6.00	EA	\$ 800.00	\$ 4,800.00
46	6" Dia. Gate Valve	14.00	EA	\$ 750.00	\$ 10,500.00
47	8" Dia. D.I. 90° Bend	2.00	EA	\$ 200.00	\$ 400.00
48	8"x6" Reducer	1.00	EA	\$ 300.00	\$ 300.00
49	8"x6" Tee	12.00	EA	\$ 400.00	\$ 4,800.00
50	02700 Drainage				
51	PCC Cross Gutter/Aprons	8,835.00	SF	\$ 10.00	\$ 88,350.00
52	24" HDPE Storm Drain	-	LF	\$ 60.00	\$ -
53	18" HDPE Storm Drain	10.00	LF	\$ 50.00	\$ 500.00
54	15" HDPE Storm Drain	750.00	LF	\$ 40.00	\$ 30,000.00
55	12" HDPE Storm Drain	650.00	LF	\$ 35.00	\$ 22,750.00
56	6" HDPE Storm Drain	60.00	LF	\$ 25.00	\$ 1,500.00
57	Catch Basin Type G-0	20.00	EA	\$ 3,500.00	\$ 70,000.00
58	Catch Basin Type G-2	-	EA	\$ 3,500.00	\$ -
59	Storm Drain Manhole	7.00	EA	\$ 3,500.00	\$ 24,500.00
60	Drain Outlet Transition	-	EA	\$ 1,000.00	\$ -
61	6" Dia. PVC Sch 40	-	EA	\$ 15.00	\$ -
62	Submersible Drainage Pump System (approx.)	-	LS	\$ 20,000.00	\$ -
63	02950 Irrigation and Landscaping				
64	Mulch	-	SF	\$ 0.30	\$ -
65	Irrigation	-	SF	\$ 0.45	\$ -
66	Planter Well (existing)	-	EA	\$ 1,000.00	\$ -
67	Import Soil	-	CY	\$ 30.00	\$ -
68	Soil Preparation	-	SF	\$ 0.25	\$ -
69	Trees - 24" box	-	EA	\$ 250.00	\$ -
70	Vines - 5 gallon	-	EA	\$ 30.00	\$ -
71	Hydroseeded Turf	-	SF	\$ 0.10	\$ -
72	2x6 Redwood Header	-	LF	\$ 5.00	\$ -
73	Tree Wells 10'x10'	-	EA	\$ 200.00	\$ -
74	Tree Wells 6'x6'	-	EA	\$ 120.00	\$ -
75	Planter Well (new)	-	EA	\$ 250.00	\$ -
SUB-TOTAL SHEET 2					\$ 423,200.00



ENGINEER'S QUANTITY AND
 COST ESTIMATING HIGHWAY 98 AND OFF-SITE TO BE
 DEDICATED TO THE CITY OF CALEXICO
 PRELIMINARY

DATE: 9/3/2015

RIVER VIEW CONDOMINIUMS

Exhibit "D"
(Lien Release, Attached Hereto)

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

CITY OF CALEXICO
608 Heber Ave.
Calexico, California 92231

(Space Above For Recorder's Use)

PARTIAL RELEASE OF REAL PROPERTY LIEN

Under the Lien Contract and Agreement Not to Convey that was recorded on _____, 2015, in the official records of Imperial County, California, as Instrument No. _____, a lien ("Lien") was created, in favor of the City of Calexico, upon that certain real property located in the County of Imperial, State of California, as more fully described in Exhibit "A" hereto.

By this Partial Release of Real Property Lien, the above-described Lien is hereby released and discharged **in part**, as follows:

The subject Lien is released and discharged **only** as to Lot(s) _____, inclusive, of Tract No. _____, in the City of Calexico, County of Imperial, State of California, as per Map filed in Book _____, Pages _____, inclusive, of maps, in the office of the county recorder of said county.

Dated: _____

City of Calexico

By: _____
Its

STATE OF CALIFORNIA)
) 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.

Signature _____

[SEAL]

Exhibit "E"

RECORDING REQUESTED BY:)
)
)
 WHEN RECORDED MAIL TO:)
)
 City Clerk)
 City of Calexico)
 608 Heber Avenue)
 Calexico, CA 92231)
)

COVENANT NOT TO CONVEY UNITS

THIS COVENANT NOT TO CONVEY UNITS ("Agreement"), is made by and between ORBIS FINANCIAL, LLC, a California limited liability company ("Developer"), and the CITY OF CALEXICO ("City"), on its own behalf and on behalf of future purchasers of condominium units in the Project described below. Developer and the City agree as follows:

1. FACT RECITALS.

This Agreement is made with reference to the following facts:

(a) The Property. As of the date of this Agreement, Developer is the fee owner of that certain real property, approximately 34 acres in size, located south of State Route 98 (SR-98), east of the All-American Canal, with the closest north/south road being David Navarro (D. Navarro) Avenue, specifically described as APN's 058-180-008, 058-180-009, 058-180-010, 058-180-011, and 058-180-012, in the City of Calexico, County of Imperial, State of California (hereinafter, the "Property"). The Property is more particularly described by the legal description on Exhibit "1" attached hereto and incorporated herein by this reference.

(b) The Lien Contract. As of the date of this Agreement, the City is the obligee of that certain Lien Contract and Agreement Not to Convey ("Lien Contract") filed in the Office of the County Recorder on _____, _____, at File/Page No. _____. Under said Lien Contract, the City is granted a security interest in the Property.

(c) Conditions of Approval of Tentative Subdivision Map and Planned Unit Development. Developer intends to develop the Property into three hundred and forty-two (342) individually-owned attached condominium units, which will participate

in an underlying common area, as well as one (1) single-family residential lot, four (4) commercial lots, and one (1) designated park/landscaped area lot (hereinafter, the "Project"). As part of the Project, Developer must process with the applicable governmental authorities the appropriate subdivision maps and a Planned Unit Development. One of the conditions for approval of the final subdivision map and Planned Unit Development requires Developer to install or agree to install certain public and private improvements, further described in the Paragraphs of the Lien Contract entitled "RESTRICTONS AGAINST CLOSING OF ESCROW" and "ESCROW CONSION" ("Improvements"), and to complete these Improvements prior to the conveyance or sale of any units in the Project.

(d) Obligation to Improve Generally Bonded. Generally, the City requires developers to post a bond to secure the developer's obligation to make improvements prior to the conveyance of completed units. Bonding Developer's obligation to make improvements would be expensive due to periodic bond premiums and would be difficult to value due to uncertainties in the work to be performed. This expense would ultimately be borne by the purchaser of a unit. The Lien Contract is intended to obviate the need for substantial front-end expenditures or the posting of bonds for the Project, while still guaranteeing that required improvements will be made. However, the City is concerned that the Lien Contract may not be binding upon Developer's successors-in-interest, particularly if any successor-in-interest obtains title to the Property, or any portion thereof, by virtue of a conveyance resulting from a judicial or trustee's sale of the Property due to a default by Developer, or any of Developer's successors-in-interest, on an obligation superior in the chain-of-title to the City's interest under the Lien Contract. This Agreement is intended to assure that Developer's obligations to complete the Improvements run with the land until satisfied.

(e) Intention of Parties. It is the express intention of the parties hereto that this Agreement shall prohibit Developer, and Developer's successors and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property, from conveying, through a sale (whether voluntary or involuntary), gift, bequest, devise, or any other means, title to any unit in the Project until all required Improvements have been made. All of the limitations, covenants, conditions, and restrictions contained in this Agreement shall constitute covenants that shall run with the land and be binding on Developer, as well as Developer's successors and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property. The restrictions set forth in the Paragraph of this Agreement entitled "RESTRICTIONS AGAINST CONVEYING UNITS" are made for the benefit of the purchasers of units in the Project, the City, and Developer.

2. RESTRICTIONS AGAINST CONVEYING UNITS.

Developer hereby agrees and covenants, for itself and its successors and assigns, that no escrow shall close, funds shall not be released from escrow, and title

shall not be conveyed to the purchaser of any unit in any Project building, until all of the following conditions have been met:

(a) All on-site improvements listed in the Engineer's Quantity and Cost Estimating Sheet (attached hereto as Exhibit "2") have been permitted and properly completed, and a Notice of Completion as defined in Civil Code section 3093 covering all the foregoing facilities and improvements has been recorded.

(b) All off-site improvements listed in the Engineer's Quantity and Cost Estimating Sheet (attached hereto as Exhibit "3") have been permitted and properly completed, and a Notice of Completion as defined in Civil Code section 3093 covering all the foregoing facilities and improvements has been recorded.

(c) All Highway 98 off-site improvements listed in the Engineer's Quantity and Cost Estimating Sheet (attached hereto as Exhibit "3") have been permitted and properly completed, and a Notice of Completion as defined in Civil Code section 3093 covering all the foregoing facilities and improvements has been recorded.

(d) The statutory periods for the recordation of all mechanics' lien claims on the Project have expired, or the purchaser is provided a Policy of Title Insurance with an endorsement insuring the purchaser against unrecorded mechanics' liens.

(e) The escrow holder is authorized to record a release of lien in the form attached hereto as Exhibit "4" (the "Lien Release"). City shall deliver to the escrow holder executed and acknowledged copies of the Lien Release for each of the units in the Project within twenty (20) days following the City's reasonable determination that the improvements listed in Paragraphs 2(a), 2(b), and 2(c) of this Agreement have been completed. City will authorize the escrow holder to record the Lien Release with respect to a unit to be conveyed upon confirmation from the escrow holder that the requirements of Paragraphs 2(d) and 2(e) of this Agreement will be satisfied concurrent with the transfer of such unit.

3. POWER TO ENFORCE.

In the event Developer, Developer's successors or assigns, or any party having or acquiring any right, title, or interest in or to any part of the Property, sells or attempts to convey title to any unit in the Project (said conveyance to include, but not be limited to, a conveyance of title by judicial or trustee's sale) prior to the time all required Improvements have been completed, the City shall have the right and power to pursue any remedy, legal or equitable, including but not limited to injunction or specific performance to enforce the obligations contained in this Agreement.

\\

4. PARTIAL RELEASE AND RECONVEYANCE.

Developer and City agree that, upon completion of the required Improvements on any of the three hundred forty-three (343) residential units in the Project, and the completion of all off-site Improvements specified in Paragraph 2 of this Agreement, and when all other conditions listed in Paragraph 2 are met concerning a particular unit, Developer shall be entitled to a reconveyance and release by City of its lien on that particular unit if authorized by the City Engineer. If authorized by the City Engineer, Developer is entitled to said reconveyance and release on a unit-by-unit basis, and may select the sequence of the residential units upon which it will complete the Improvements.

5. TERMINATION OF RESTRICTION.

Upon completion of the Improvements, City shall reconvey to Developer and release any and all liens upon the Property created by the Lien Contract and/or this Agreement, and this Agreement shall terminate. In such event, City agrees to execute any and all documentation requested by Developer or any title insurer necessary to release the cloud of this instrument from title to the Property.

6. CONSIDERATION FOR THIS AGREEMENT.

The consideration for this Agreement is the mutual covenants contained herein.

7. INDEMNIFICATION.

Developer shall protect, defend, indemnify, and hold harmless the City, its officers, employees (including its contract employees), representatives and agents, and each of them, jointly and severally, against and from any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities, at law or in equity, of every kind or nature whatsoever, including, without limitation, injury to or death of any person or persons and damage to or destruction of any property, threatened, brought or instituted ("Claims"), arising out of or in any manner directly or indirectly connected with this Agreement, including, without limitation:

(a) any liability to any third party incurred by reason of any acts or omission of, or any commission of any negligent or tortious acts, by Developer or its agents or related parties in its performance under this Agreement and/or in constructing the Improvements;

(b) any damage to the Property or adjacent real property; and

(c) any mechanics' or materialmen's liens, claims, demands, actions or suits arising (directly or indirectly) from (i) any work performed or materials supplied to

or for Developer; or (ii) any activities of any of its agents or related parties in its performance under this Agreement and/or in constructing the Improvements.

8. AMENDMENT.

This Agreement may be amended only by a writing signed by both parties, or the parties' successors and assigns.

9. NOTICES.

Any notice from one party to the other shall be delivered either personally or via United States Mail, postage fully prepaid, addressed to the parties as follows:

To Developer:

Martin Boone, Manager
Orbis Financial, LLC
1260 41st Avenue, Suite O
Capitola, CA 95010

To City:

City Clerk
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Any notice shall be deemed delivered at the time of personal service or forty-eight (48) hours after the time of deposit in the United States Mail, as the case may be. In the event either party changes its address, the change of address shall be communicated to the other party in the manner set forth in this paragraph.

10. NO ASSUMPTION OF LIABILITY BY CITY.

By reason of this Agreement, the City shall not, nor shall any of its officers or employees be liable or responsible for any accident, loss, or damage happening or occurring to the work or improvements referred to herein.

11. ATTORNEYS' FEES.

In the event either party shall be required to commence any action or proceeding against the other party by reason of any breach or claimed breach of any provision of this Agreement, or to commence any action or proceeding in any way connected with this Agreement, or to seek a judicial declaration of rights hereunder, the party prevailing in such action or proceeding shall be entitled to recover from the other party the

prevailing party's reasonable attorneys' fees and costs, whether or not the proceeding or action proceeds to judgment.

12. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties and supersedes any prior or contemporaneous written or oral agreement between the parties. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between the parties related to the subject matter contained in this Agreement that are not fully expressed herein.

13. SUCCESSORS AND ASSIGNS.

All of the limitations, covenants, conditions, and restrictions contained in this Agreement shall constitute covenants that shall run with the land and be expressly binding upon Developer, as well as Developer's successors-in-interest, whether by inheritance, gift, bequest, devise, sale, voluntary or involuntary conveyance, assignment, or any other method of obtaining title or acquiring any right, title, or interest in or to any part of this Property. This Agreement shall also be binding upon the City, and the City's successors-in-interest, assigns, and transferees.

14. COUNTERPARTS.

This Agreement may be signed in two (2) or more counterparts, each of which shall constitute an original, but both of which together shall constitute one (1) and the same document.

DEVELOPER:

ORBIS FINANCIAL, LLC

By _____
Global Partners, LLC
Manager of Orbis Financial, LLC

By _____
Martin Boone, Manager of Global Partners LLC

CITY

CITY OF CALEXICO

By _____
Richard Warne, City Manager

ATTEST:

Gabriela Garcia, City Clerk

Exhibit "1" to Exhibit "E" (attached hereto)

LEGAL DESCRIPTION:

(058-180-008)

THAT PART OF THE WEST 545 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89°26'36" EAST 545.0 FEET TO A POINT;

THENCE SOUTH 00°29' WEST 43.0 FEET ALONG THE EAST LINE OF THE SAID WEST 545 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°29'39" WEST 1312.96 FEET ALONG THE SAID EAST LINE TO THE SOUTHEAST CORNER;

THENCE NORTH 89°27'56" WEST 478.14 FEET ALONG THE SOUTH LINE OF THE SAID WEST 545 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15 TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF THE ALL-AMERICAN CANAL;

THENCE NORTH 17°40'09" EAST 1375.96 FEET ALONG THE SAID EAST RIGHT OF WAY LINE OF THE ALL-AMERICAN CANAL TO A POINT;

THENCE SOUTH 89°26'36" EAST 72.43 FEET ALONG A LINE LYING PARALLEL WITH AND 43 FEET SOUTH OF THE NORTH LINE TO THE TRUE POINT OF BEGINNING.

(058-180-009)

THE EAST HALF OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(058-180-10)

THE NORTH 470 FEET OF THE EAST 105 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(058-180-011)

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE EAST 105 FEET OF THE NORTH 470 FEET THEREOF,

ALSO EXCEPTING THEREFROM, THAT PORTION CONVEYED TO ERNEST AND ROSIE MCCORMACK IN DEED THAT RECORDED JANUARY 10, 1968, AS FILE NO. 18, OFFICIAL RECORDS.

(058-180-012)

THE WEST 24 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Exhibit "2" to Exhibit "E"
(On-Site Improvements - Engineer's Quantity and
Cost Estimating Sheet, Attached Hereto)

Subdivision Bonding Estimates

Quantities By: BJ Engineering

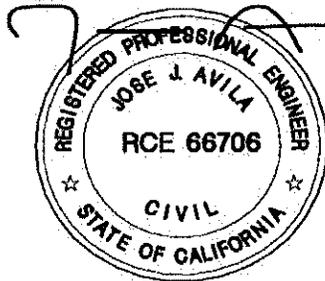
Checked by: _____

Reviewed by: E.G./J.H.

Pricing Ref. R. S. Mean/current bids

Pricing by: City Unit Prices

ITEM No.	DESCRIPTION	ESTIMATED Quantity	UNIT	UNIT PRICE	ESTIMATED COST
1	01000 General Conditions				
2	Mobilization	-	LS	\$ 5,000.00	\$ -
3	02050 Demolition				
4	Removal and Disposal of A.C.	-	SF	\$ 1.00	\$ -
5	Removal and Disposal of P.C.C. 4" thick min.	-	SF	\$ 2.00	\$ -
6	Saw Cutting	-	LF	\$ 3.50	\$ -
7	Remove and Dispose Base Course	-	SF	\$ 0.50	\$ -
8	02220 Site Grading and Preparation				
9	Class II AB Base 12" thick	-	SF	\$ 3.00	\$ -
10	Class II Agg Base 9" thick	-	SF	\$ 1.20	\$ -
11	Class II AB Base 6" thick	-	SF	\$ 1.00	\$ -
12	Import/Export Soils	-	CY	\$ 5.00	\$ -
13	Earthwork	13,720.00	CY	\$ 2.00	\$ 27,440.00
14	Unclassified Excavation	-	CY	\$ 22.50	\$ -
15	Compact Subgrade	-	SF	\$ 0.30	\$ -
16	02500 Paving and Surfacing				
17	Portland Cement Concrete (SW) 4" thick	49,500.00	SF	\$ 4.50	\$ 222,750.00
18	Stamped Concrete	-	SF	\$ 10.00	\$ -
19	Concrete Curb & Gutter A2-6 (Caltrans)	-	LF	\$ 15.00	\$ -
20	Concrete Curb & Gutter (6" x 18")	1,505.00	LF	\$ 15.00	\$ 22,575.00
21	Concrete Curb Type A1-6 (Caltrans)	11,800.00	LF	\$ 10.00	\$ 118,000.00
22	Wheel Chair Ramp	3,200.00	SF	\$ 8.00	\$ 25,600.00
23	Driveway	1,680.00	SF	\$ 8.00	\$ 13,440.00
24	Asphalt Concrete	-	TON	\$ 65.00	\$ -
25	Asphalt Concrete Paving - Street	247,300.00	SF	\$ 3.50	\$ 865,550.00
26	Seal Coat	-	SF	\$ 0.25	\$ -
27	Traffic Striping - Street	-	LS	\$ 10,000.00	\$ -
28	Wheel Chair Marking	-	EA	\$ 200.00	\$ -
29	Signs	-	EA	\$ 250.00	\$ -
30	Traffic Control	-	LS	\$ 5,000.00	\$ -
31	02600 Sewer System				
32	8" Diameter PVC SDR-35	3,500.00	LF	\$ 30.00	\$ 105,000.00
33	6" Diameter PVC SDR-35	800.00	LF	\$ 25.00	\$ 20,000.00
31	4" Diameter PVC SDR-35	3,200.00	LF	\$ 20.00	\$ 64,000.00
35	Sewer Manhole	11.00	EA	\$ 2,800.00	\$ 30,800.00
36	Sewer Services-Lateral	-	EA	\$ 250.00	\$ -
37	Clean Out	65.00	EA	\$ 200.00	\$ 13,000.00
SUB-TOTAL SHEET 1					\$ 1,528,155.00



ENGINEER'S QUANTITY AND
COST ESTIMATING ON-SITE (COMMON AREA)
PRELIMINARY

RIVER VIEW CONDOMINIUMS

DATE: 9/3/2015

Subdivision Bonding Estimates

Quantities By: BJ Engineering

Checked by: _____

Reviewed by: E.G./J.H.

Pricing Ref. R. S. Mean/current bids

Pricing by: City Unit Prices

ITEM No.	DESCRIPTION	ESTIMATED Quantity	UNIT	UNIT PRICE	ESTIMATED COST
38	02650 Water System				
39	8" Diameter PVC C-900 Waterline	60.00	LF	\$ 40.00	\$ 2,400.00
40	6" Diameter PVC C-900 Waterline	2,200.00	LF	\$ 35.00	\$ 77,000.00
41	4" Diameter PVC C-900 Waterline	2,350.00	LF	\$ 30.00	\$ 70,500.00
42	Fire Hydrant Assembly	5.00	EA	\$ 3,000.00	\$ 15,000.00
43	Water Service	87.00	EA	\$ 100.00	\$ 8,700.00
44	8" Dia. Resiliente Wedge Gate Valve / Riser And Cover.	0.00	EA	\$ 500.00	\$ -
45	6" Dia. Gate Valve	8.00	EA	\$ 800.00	\$ 6,400.00
46	8" Dia. D.I. Blind Flange	-	EA	\$ 150.00	\$ -
47	8" Dia. D.I. 90° Bend	-	EA	\$ 200.00	\$ -
48	Connect To Exist. 8" Waterline	-	EA	\$ 1,000.00	\$ -
49					
50	02700 Drainage				
51	PCC Cross Gutter/Aprons	11,445.00	SF	\$ 10.00	\$ 114,450.00
52	24" HDPE Storm Drain	330.00	LF	\$ 60.00	\$ 19,800.00
53	18" HDPE Storm Drain	530.00	LF	\$ 50.00	\$ 26,500.00
54	15" HDPE Storm Drain	1,380.00	LF	\$ 40.00	\$ 55,200.00
55	12" HDPE Storm Drain	60.00	LF	\$ 35.00	\$ 2,100.00
56	8" HDPE Storm Drain	300.00	LF	\$ 30.00	\$ 9,000.00
57	Catch Basin Type G-0	17.00	EA	\$ 3,500.00	\$ 59,500.00
58	Catch Basin Type G-2	-	EA	\$ 3,500.00	\$ -
59	Storm Drain Manhole	5.00	EA	\$ 3,500.00	\$ 17,500.00
60	Drain Outlet Transition	-	EA	\$ 1,000.00	\$ -
61	6" Dia. PVC Sch 40	-	EA	\$ 15.00	\$ -
62	Submersible Drainage Pump System (approx.)	-	LS	\$ 20,000.00	\$ -
63	02950 Irrigation and Landscaping				
64	Mulch	-	SF	\$ 0.30	\$ -
65	Irrigation	-	SF	\$ 0.45	\$ -
66	Planter Well (existing)	-	EA	\$ 1,000.00	\$ -
67	Import Soil	-	CY	\$ 30.00	\$ -
68	Soil Preparation	-	SF	\$ 0.25	\$ -
69	Trees - 24" box	-	EA	\$ 250.00	\$ -
70	Vines - 5 gallon	-	EA	\$ 30.00	\$ -
71	Hydroseeded Turf	-	SF	\$ 0.10	\$ -
72	2x6 Redwood Header	-	LF	\$ 5.00	\$ -
73	Tree Wells 10'x10'	-	EA	\$ 200.00	\$ -
74	Tree Wells 6'x6'	-	EA	\$ 120.00	\$ -
75	Planter Well (new)	-	EA	\$ 250.00	\$ -



SUB-TOTAL SHEET 2 \$ 484,050.00

**ENGINEER'S QUANTITY AND
COST ESTIMATING ON-SITE (COMMON AREA)
PRELIMINARY**

RIVER VIEW CONDOMINIUMS

DATE: 9/3/2015

Exhibit "3" to Exhibit "E"
(Off-Site and Highway 98 Improvements - Engineer's Quantity and
Cost Estimating Sheet, Attached Hereto)

Subdivision Bonding Estimates

Quantities By: BJ Engineering

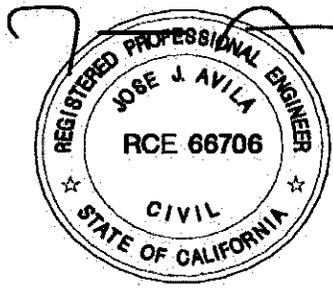
Checked by: _____

Reviewed by: E.G./J.H.

Pricing Ref. R. S. Mean/current bids

Pricing by: City Unit Prices

ITEM No.	DESCRIPTION	ESTIMATED Quantity	UNIT	UNIT PRICE	ESTIMATED COST
1	01000 General Conditions				
2	Mobilization	-	LS	\$ 5,000.00	\$ -
3	02050 Demolition				
4	Removal and Disposal of A.C.	2,000.00	SF	\$ 1.00	\$ 2,000.00
5	Removal and Disposal of P.C.C. 4" thick min.	-	SF	\$ 2.00	\$ -
6	Saw Cutting	1,200.00	LF	\$ 3.50	\$ 4,200.00
7	Remove and Dispose Base Course	-	SF	\$ 0.50	\$ -
8	02220 Site Grading and Preparation				
9	Class II AB Base 12" thick	-	SF	\$ 3.00	\$ -
10	Class II Agg Base 9" thick	-	SF	\$ 1.20	\$ -
11	Class II AB Base 6" thick	-	SF	\$ 1.00	\$ -
12	Import/Export Soils	-	CY	\$ 5.00	\$ -
13	Earthwork	-	CY	\$ 2.00	\$ -
14	Unclassified Excavation	-	CY	\$ 22.50	\$ -
15	Compact Subgrade	-	SF	\$ 0.30	\$ -
16	02500 Paving and Surfacing				
17	Portland Cement Concrete (SW) 4" thick	35,260.00	SF	\$ 4.50	\$ 158,670.00
18	Stamped Concrete	-	SF	\$ 10.00	\$ -
19	Concrete Curb & Gutter A2-6 (Caltrans)	8,660.00	LF	\$ 15.00	\$ 129,900.00
20	Concrete Curb & Gutter (6" x 18")	-	LF	\$ 15.00	\$ -
21	Concrete Curb Type A1-6 (Caltrans)	800.00	LF	\$ 10.00	\$ 8,000.00
22	Wheel Chair Ramp	3,700.00	SF	\$ 8.00	\$ 29,600.00
23	Driveway	3,100.00	SF	\$ 8.00	\$ 24,800.00
24	Asphalt Concrete	-	TON	\$ 65.00	\$ -
25	Asphalt Concrete Paving - Street	194,000.00	SF	\$ 3.50	\$ 679,000.00
26	Seal Coat	-	SF	\$ 0.25	\$ -
27	Traffic Striping - Street	-	LS	\$ 10,000.00	\$ -
28	Wheel Chair Marking	-	EA	\$ 200.00	\$ -
29	Signs	-	EA	\$ 250.00	\$ -
30	Traffic Control	-	LS	\$ 5,000.00	\$ -
31	02600 Sewer System				
32	8" Diameter PVC SDR-35	2,540.00	LF	\$ 30.00	\$ 76,200.00
33	6" Diameter PVC SDR-35	-	LF	\$ 25.00	\$ -
31	4" Diameter PVC SDR-35	-	LF	\$ 20.00	\$ -
35	Sewer Manhole	9.00	EA	\$ 2,800.00	\$ 25,200.00
36	Sewer Services-Lateral	-	EA	\$ 250.00	\$ -
37	Clean Out	5.00	EA	\$ 200.00	\$ 1,000.00



SUB-TOTAL SHEET 1 \$ 1,138,570.00

**ENGINEER'S QUANTITY AND
COST ESTIMATING HIGHWAY 98 AND OFF-SITE TO BE
DEDICATED TO THE CITY OF CALEXICO
PRELIMINARY**

DATE: 9/3/2015

RIVER VIEW CONDOMINIUMS

Subdivision Bonding Estimates

Quantities By: BJ Engineering

Checked by: _____

Reviewed by: E.G./J.H.

Pricing Ref. R. S. Mean/current bids

Pricing by: City Unit Prices

ITEM No.	DESCRIPTION	ESTIMATED Quantity	UNIT	UNIT PRICE	ESTIMATED COST
38	02650 Water System				
39	8" Diameter PVC C-900 Waterline	3,170.00	LF	\$ 40.00	\$ 126,800.00
40	6" Diameter PVC C-900 Waterline	400.00	LF	\$ 35.00	\$ 14,000.00
41	4" Diameter PVC C-900 Waterline	0.00	LF	\$ 30.00	\$ -
42	Fire Hydrant Assembly	8.00	EA	\$ 3,000.00	\$ 24,000.00
43	Water Service	-	EA	\$ 100.00	\$ -
44	8" Dia. Resiliente Wedge Gate Valve / Riser And Cover.	-	EA	\$ 500.00	\$ -
45	8" Dia. Gate Valve	6.00	EA	\$ 800.00	\$ 4,800.00
46	6" Dia. Gate Valve	14.00	EA	\$ 750.00	\$ 10,500.00
47	8" Dia. D.I. 90° Bend	2.00	EA	\$ 200.00	\$ 400.00
48	8"x6" Reducer	1.00	EA	\$ 300.00	\$ 300.00
49	8"x6" Tee	12.00	EA	\$ 400.00	\$ 4,800.00
50	02700 Drainage				
51	PCC Cross Gutter/Aprons	8,835.00	SF	\$ 10.00	\$ 88,350.00
52	24" HDPE Storm Drain	-	LF	\$ 60.00	\$ -
53	18" HDPE Storm Drain	10.00	LF	\$ 50.00	\$ 500.00
54	15" HDPE Storm Drain	750.00	LF	\$ 40.00	\$ 30,000.00
55	12" HDPE Storm Drain	650.00	LF	\$ 35.00	\$ 22,750.00
56	6" HDPE Storm Drain	60.00	LF	\$ 25.00	\$ 1,500.00
57	Catch Basin Type G-0	20.00	EA	\$ 3,500.00	\$ 70,000.00
58	Catch Basin Type G-2	-	EA	\$ 3,500.00	\$ -
59	Storm Drain Manhole	7.00	EA	\$ 3,500.00	\$ 24,500.00
60	Drain Outlet Transition	-	EA	\$ 1,000.00	\$ -
61	6" Dia. PVC Sch 40	-	EA	\$ 15.00	\$ -
62	Submersible Drainage Pump System (approx.)	-	LS	\$ 20,000.00	\$ -
63	02950 Irrigation and Landscaping				
64	Mulch	-	SF	\$ 0.30	\$ -
65	Irrigation	-	SF	\$ 0.45	\$ -
66	Planter Well (existing)	-	EA	\$ 1,000.00	\$ -
67	Import Soil	-	CY	\$ 30.00	\$ -
68	Soil Preparation	-	SF	\$ 0.25	\$ -
69	Trees - 24" box	-	EA	\$ 250.00	\$ -
70	Vines - 5 gallon	-	EA	\$ 30.00	\$ -
71	Hydroseeded Turf	-	SF	\$ 0.10	\$ -
72	2x6 Redwood Header	-	LF	\$ 5.00	\$ -
73	Tree Wells 10'x10'	-	EA	\$ 200.00	\$ -
74	Tree Wells 6'x6'	-	EA	\$ 120.00	\$ -
75	Planter Well (new)	-	EA	\$ 250.00	\$ -



SUB-TOTAL SHEET 2 \$ 423,200.00

**ENGINEER'S QUANTITY AND
COST ESTIMATING HIGHWAY 98 AND OFF-SITE TO BE
DEDICATED TO THE CITY OF CALEXICO
PRELIMINARY**

DATE: 9/3/2015

RIVER VIEW CONDOMINIUMS

Exhibit "4" to Exhibit "E"
(Lien Release, Attached Hereto)

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

CITY OF CALEXICO
608 Heber Ave.
Calexico, California 92231

(Space Above For Recorder's Use)

PARTIAL RELEASE OF REAL PROPERTY LIEN

Under the Lien Contract and Agreement Not to Convey that was recorded on _____, 2015, in the official records of Imperial County, California, as Instrument No. _____, a lien ("Lien") was created, in favor of the City of Calexico, upon that certain real property located in the County of Imperial, State of California, as more fully described in Exhibit "A" hereto.

By this Partial Release of Real Property Lien, the above-described Lien is hereby released and discharged **in part**, as follows:

The subject Lien is released and discharged **only** as to Lot(s) _____, inclusive, of Tract No. _____, in the City of Calexico, County of Imperial, State of California, as per Map filed in Book _____, Pages _____, inclusive, of maps, in the office of the county recorder of said county.

Dated: _____

City of Calexico

By: _____
Its

STATE OF CALIFORNIA)
) 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.

Signature _____

[SEAL]

RIVER VIEW CONDOMINIUM PLAN

CITY OF CALEXCO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

ENGINEER'S STATEMENT:

I, HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS PLAN, CONSISTING OF SIX (6) SHEETS, CORRECTLY SHOWS THE BOUNDARIES OF THE LAND AND THE RELATION THEREOF THE UNITS DESCRIBED TO HEREIN, THAT ALL UNITS ARE AS SHOWN AND CONFORM WITH SAID CONDOMINIUM PLAN.



CITY PLANNER'S STATEMENT:

I, _____, HEREBY STATE THAT THIS CONDOMINIUM MAP COMPLIES WITH THE TENTATIVE OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY AS APPROVED BY THE PLANNING COMMISSION.

DATE _____
 NICK S. SERRAN
 LAND SURVEYOR
 CITY OF CALEXCO

DATE _____

TITLE COMPANY CERTIFICATE:

I, HEREBY CERTIFY THAT THE PERSONS SIGNED IN THE CERTIFICATES HEREBIN PASSED CLEAR TITLE, AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO

DATE _____
 CLARENCE WARRS
 CHICAGO TITLE COMPANY

CITY OF CALEXCO ENGINEER:

I, THE UNDERSIGNED, HEREBY STATE THAT THIS MAP IS GENERALLY CONSISTENT WITH THE TENTATIVE MAP AND SITE PLAN AS SUBMITTED TO THE CITY OF CALEXCO AND APPROVED BY THE CITY COUNCIL.

DATE _____
 NICK S. SERRAN
 DIRECTOR OF DEVELOPMENT SERVICES
 CITY OF CALEXCO

LEGAL DESCRIPTION:

PARCEL 1 (05B-180-008)

THAT PART OF THE WEST 450 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.E.M., IN THE CITY OF CALEXCO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAN THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 14; THENCE SOUTH 87°23'30" EAST 546.0 FEET TO A POINT; THENCE SOUTH 07°27' WEST 43.1 FEET ALONG THE EAST LINE OF THE SAID WEST 540 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TO THE EAST LINE OF THE WEST 1/4 SECTION 15; THENCE SOUTH 87°23'30" WEST 1312.8 FEET ALONG THE SAID EAST LINE TO THE SOUTHWEST CORNER; THENCE SOUTH 07°27' WEST 43.1 FEET ALONG THE SOUTH LINE OF THE SAID WEST 540 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF THE ALL-AMERICAN CANAL; THENCE NORTH 87°23'30" WEST 374.58 FEET ALONG THE SAID EAST RIGHT OF WAY LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 14; THENCE SOUTH 87°23'30" EAST 72.43 FEET ALONG A LINE LYING PARALLEL WITH AND 43 FEET SOUTH OF THE NORTH LINE TO THE TRUE POINT OF BEGINNING.

PARCEL 2 (05B-180-009)

THE EAST HALF OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE WEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.E.M., IN THE CITY OF CALEXCO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAN THEREOF.

PARCEL 3 (05B-180-010)

THE NORTH 470 FEET OF THE EAST 105 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.E.M., IN THE CITY OF CALEXCO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAN THEREOF.

PARCEL 4 (05B-180-011)

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.E.M., IN THE CITY OF CALEXCO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAN THEREOF, EXCEPTING THEREFROM THE EAST 104 FEET OF THE NORTH 470 FEET THEREOF, ALSO EXCEPTING THEREFROM THAT PORTION COVERED TO ERNEST AND ROSIE WOODRUM BY DEED THAT RECORDED JANUARY 10, 1968, AS FILE NO. 18, OFFICIAL RECORDS.

PARCEL 5 (05B-180-012)

THE WEST 24 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.E.M., IN THE CITY OF CALEXCO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAN THEREOF.

STREET DEDICATIONS:

STREETS SHOWN HEREBIN ARE OFFERED FOR DEDICATION TO THE CITY OF CALEXCO FOR PUBLIC STREET AND UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE AND INCIDENTALS THEREOF.

BASIS OF BEARINGS:

THE BASIS OF BEARING OF 118°24'10" N, WHICH IS THE BEARING OF THE NORTH LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.E.M., IN THE CITY OF CALEXCO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, IS THE BEARING OF THE NORTH LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 14 EAST, S.E.M., IN THE RECORDER'S OFFICE OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA.

SUPPORTING DOCUMENTS:

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

TITLE	DOCUMENT NO.
TITLE	DOCUMENT NO.

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, BEING ALL PARTIES REQUIRED BY CALIFORNIA CIVIL CODE SECTION 1351(C) TO EXECUTE THIS CERTIFICATE, DO HEREBY CONSENT TO THE CONVEYANCE OF THE SAID CONDOMINIUM PLAN, CONSISTING OF SAID SECTION 1351 (A), (C), EXCEPTING OUR

- (1) THE DESCRIPTION OR SURVEY MAP OF THE SURFACE OF THE LAND INCLUDED HEREIN;
 - (2) THE UNCONSTRUCTED FLOOR PLANS OF THE BUILDINGS TO BE CONSTRUCTED ON SAID LAND AS SAID UNCONSTRUCTED FLOOR PLANS ARE SET FORTH HEREIN; AND,
 - (3) THIS CERTIFICATE
- ORBS FINANCIAL, L.L.C., A CALIFORNIA LIMITED LIABILITY COMPANY.

WITNESSETH
 MARTIN BOONE
 ORBS FINANCIAL, L.L.C., A CALIFORNIA LIMITED LIABILITY COMPANY

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA }
 COUNTY OF IMPERIAL } SS.
 ON _____ BEFORE ME, _____
 PERSONALLY APPEARED _____
 WHO PROVED TO ME ON THE BASIS OF SUFFICIENT EVIDENCE TO BE THE PERSON(S) WHO(S) NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT HE/SHE/IT/HEY INTEND TO BE BOUND BY THE TERMS AND CONDITIONS OF SAID INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.
 WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____
 PRINT NAME: _____
 PLACE OF BUSINESS: _____
 COUNTY OF: _____
 COMMISSION EXPIRATION DATE: _____

IMPERIAL COUNTY RECORDER'S CERTIFICATE:

DOCUMENT NO. _____
 I, CHUCK STREY, COUNTY RECORDER OF THE COUNTY OF IMPERIAL, CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR FILING THIS MAP, CONSISTING OF 6 COPY SHEETS, FILED AT THE OFFICE OF SAID RECORDEE AND SAVING THE ORIGINAL HEREIN, ON THIS _____ DAY OF _____, 20____ AT _____ O'CLOCK _____ M., IN BOOK _____ OF FINAL MAPS.

DATE: _____
 CHUCK STREY
 IMPERIAL COUNTY RECORDER

NOTES AND DEFINITIONS:

COMPLETE LIST OF DEFINITIONS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR RIVER VIEW CONDOMINIUMS.

"CONDOMINIUM" MEANS AN STATE IN REAL PROPERTY AS DEFINED IN CALIFORNIA CIVIL CODE, SECTIONS 783 AND 1331 (F), CONSISTING OF
 (a) A SEPARATE INTEREST IN A CONDOMINIUM UNIT, TOGETHER WITH AN UNDIVIDED FRACTIONAL FEE INTEREST IN THE COMMON AREA OF THAT PHASE OF THE CONDOMINIUM PROJECT, AND
 (b) AN INTEREST IN THE COMMON AREA, PARTICULARLY DESCRIBED IN ARTICLE III OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR RIVER VIEW CONDOMINIUMS.

(c) AN EASEMENT FOR ingress, egress and recreational use over portions of the association property in the phase together with an easement for the use of the common area, and
 (d) THE PHASE BENEFITING BY THE EASEMENT AND SUCH EASEMENT NOT BECOMING EFFECTIVE TO BENEFIT A PHASE UNTIL A CONDOMINIUM IS CONVEYED TO A RECAL PURCHASER.

(e) THE EXCLUSIVE USE COMMON AREA AFFORDMENT TO EACH CONDOMINIUM UNIT.

(f) A MEMBERSHIP IN THE ASSOCIATION.
 "CONDOMINIUM UNIT" MEANS THE ELEMENTS OF A CONDOMINIUM WHICH ARE NOT PROJECT, SUCH UNITS AND THEIR RESPECTIVE ELEMENTS AND BOUNDARIES BEING SHOWN AND PARTICULARLY DESCRIBED IN THE CONDOMINIUM PLAN, THE ELEMENTS OF WHICH ARE THE ELEMENTS OF THE CONDOMINIUM UNIT AS SHOWN AND DESCRIBED AS THE AREA INTEREST IN SPACE, THE BOUNDARIES OF WHICH ARE DESCRIBED AS THE AREA DESIGNATED AS "UNIT" IN THE CONDOMINIUM PLAN, FOR PURPOSES OF THE DECLARATION. THE TERM "CONDOMINIUM UNIT" IS DEEMED TO BE A "SEPARATE INTEREST" AS DEFINED IN SECTION 1301(F) OF THE CALIFORNIA CIVIL CODE.

"COMMON AREA" MEANS THE ENTIRE PROJECT, EXCEPT ALL UNITS AS DEFINED IN THIS DECLARATION, AND AS SHOWN ON THE CONDOMINIUM PLAN, UNLESS SUCH UNIT IS SUBJECT TO AN ASSASSINANT SERVICE, OR RIGHT OF COMMON USE WHICH SHALL BE DEEMED TO BE COMMON AREA UNDER THIS DECLARATION.

"ASSOCIATION PROPERTY" SHALL MEAN AND REFER TO ALL PERSONAL PROPERTY OF THE ASSOCIATION, INCLUDING BUT NOT LIMITED TO THE COMMON AREA, THE PROPERTY (AND TO ALL IMPROVEMENTS CONSTRUCTED THEREON) OWNED IN FEE BY THE ASSOCIATION OR OVER WHICH THE ASSOCIATION HAS AN EASEMENT FOR THE BENEFIT OF THE ASSOCIATION, AND ALL PERSONAL PROPERTY OF THE ASSOCIATION, INCLUDING BUT NOT LIMITED TO THE COMMON AREA, OR FOR SUCH OTHER PURPOSES AS MAY BE PERMITTED BY THIS DECLARATION.

RIVER VIEW CONDOMINIUM PLAN

CITY OF CALEXCO, COUNTY OF NEVADA, STATE OF CALIFORNIA

- NOTES**
1. ALL DIMENSION LINES ARE AT RIGHT ANGLES TO BUILDINGS
 2. ALL DIMENSIONS ARE IN FEET AS SHOWN ON MAPS
 3. REFER RIVER VIEW SUBDIVISION FINAL MAP FOR A COMPLETE DIMENSIONING PROPERTY

- LEGEND**
- TRACT MAP BOUNDARY
 - CENTERLINE
 - SUBDIVISION PROPERTY LOT LINE BOUNDARY
 - RECORD DATA PER FINAL MAP BK. 14, PG. 50
 - RECORD DATA PER FINAL MAP BK. 15, PG. 55
 - RECORD DATA PER FINAL MAP BK. 14, PG. 51
 - RECORD DATA PER RECORD OF SURVEY BK. 6, PG. 25
 - RECORD DATA PER FINAL MAP BK. 16, PG. 17
 - RECORD DATA PER FINAL MAP BK. 16, PG. 60

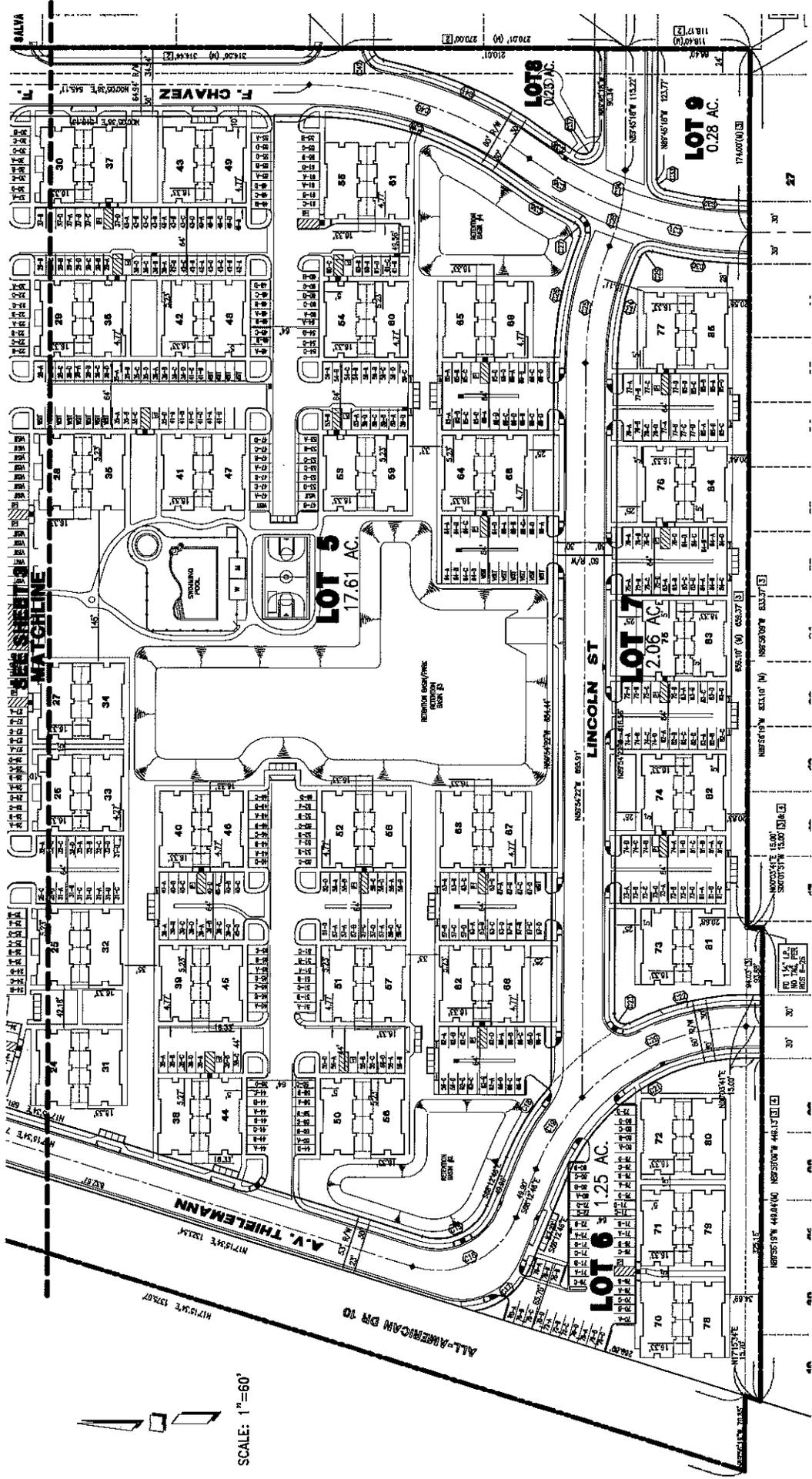
MONUMENT NOTE
ALL MONUMENTS SHOWN HEREON WILL BE SET ACCORDINGLY TO THE RIVER VIEW SUBDIVISION FINAL MAP FOR CONDOMINIUM PURPOSE, 340 UNITS, TRACT NO. _____

CURVE DATA TABLE

CURVE NO.	BEARS	DETA	LENG	CHORD	CURVE	BEARS	DETA	LENG	CHORD
1	15.07	8742.43	21.57	21.37	1	10.07	11789.74	20.49	17.27
2	15.07	8700.17	21.57	21.32	2	246.44	2470.17	102.46	102.71
3	10.07	8700.17	13.71	14.14	3	284.44	2547.29	114.14	113.39
4	10.07	8740.15	13.30	13.85	4	310.44	2219.27	121.46	122.70
5	418.41	2214.41	14.20	14.21	5	10.00	9477.41	15.00	13.88
6	388.41	2243.17	14.13	14.20	6	187.25	1122.21	27.24	27.17
7	302.41	2280.04	13.96	14.27	7	10.00	8700.29	13.99	12.87
8	388.41	2241.26	13.87	14.26	8	300.37	1407.21	83.05	83.84
9	388.41	1733.29	11.00	11.56	9	300.37	2728.18	72.18	72.46
10	388.41	1733.29	11.00	11.56	10	300.37	1441.15	82.25	82.02
11	388.41	1733.29	11.00	11.56	11	10.07	7228.48	11.17	12.23
12	418.41	1728.33	12.32	12.44	12	187.25	11755.54	26.67	26.52
13	10.07	7228.33	12.32	12.44	13	300.37	1028.57	70.59	70.86
14	10.07	7228.33	12.32	12.44	14	300.37	1813.40	96.38	95.05
15	10.07	7228.33	12.32	12.44	15	10.07	1028.57	21.05	17.37
16	10.07	7228.33	12.32	12.44	16	300.37	1028.57	31.33	33.33
17	10.07	7228.33	12.32	12.44	17	300.37	3641.38	202.46	200.00
18	10.07	7228.33	12.32	12.44	18	300.37	3641.38	224.21	220.89
19	10.07	7228.33	12.32	12.44	19	300.37	3641.38	173.40	171.91
20	10.07	7228.33	12.32	12.44	20	11.12	7873.32	14.13	14.87

RIVER VIEW CONDOMINIUM PLAN

CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

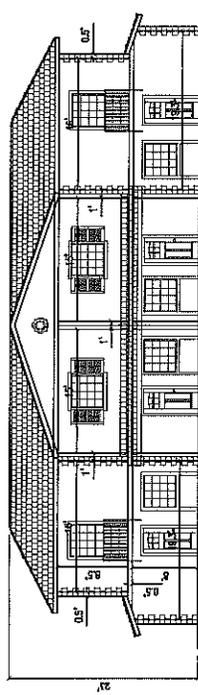


SCALE: 1"=60'

SITE LOCATION AND BUILDING LOCATION PLAN

RIVER VIEW CONDOMINIUM PLAN

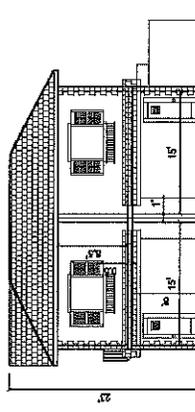
CITY OF CALEXICO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA



FRONT ELEVATION

WITH AIRSPACE DIMENSIONS

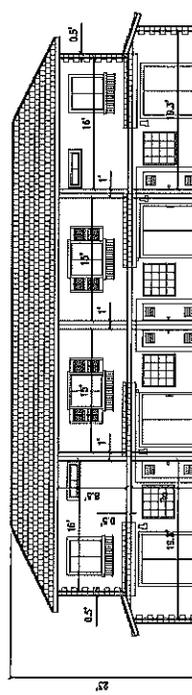
SCALE 1"=10'



SIDE ELEVATION

WITH AIRSPACE DIMENSIONS

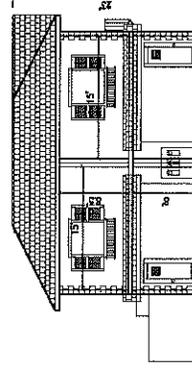
SCALE 1"=10'



REAR ELEVATION

WITH AIRSPACE DIMENSIONS

SCALE 1"=10'



SIDE ELEVATION

WITH AIRSPACE DIMENSIONS

SCALE 1"=10'

RIVER VIEW SUBDIVISION

FOR CONDOMINIUM PURPOSE 340 UNITS, TRACT NO. 058-180-08

BEING A SUBDIVISION OF A PORTION OF THE NE1/4 OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 14 EAST, SBB. & M, IN THE CITY OF CALENCO COUNTY OF IMPERIAL, STATE OF CALIFORNIA.

SHEET 1 OF 2

LEGAL DESCRIPTION:

(058-180-008)
THAT PART OF THE WEST 545 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALENCO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 15;
THENCE SOUTH 89°25'31" EAST 545.0 FEET TO A POINT;
THENCE S89°25'31" EAST 545.0 FEET ALONG THE EAST LINE OF THE SAID WEST 545 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°25'31" WEST 479.14 FEET ALONG THE SOUTH LINE OF THE SAID WEST 545 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF THE ALL-AMERICAN CANAL; THENCE NORTH 17°40'09" EAST 1375.96 FEET ALONG THE SAID EAST RIGHT OF WAY LINE OF THE ALL-AMERICAN CANAL TO A POINT;
THENCE SOUTH 89°25'31" EAST 724.3 FEET ALONG A LINE BEING PARALLEL, WITH AN 43 FEET SOUTHWEST CORNER TO THE TRUE POINT OF BEGINNING.

(058-180-009)
THE EAST HALF OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALENCO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(058-180-010)
THE NORTH 470 FEET OF THE EAST 105 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALENCO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(058-180-011)
THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALENCO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(058-180-012)
THE WEST 24 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF CALENCO, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

BAGS OF BEARINGS:
THE BAGS OF BEARINGS OF N. 89° 25' 31" W. HEREIN IS THE BEARING OF THE UPRIGHT LINE OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 14 EAST, S.B.M., ACCORDING TO THE RECORD OF SURVEY ON FILE IN BOOK 6, PAGE 25, IN THE RECORDS' OFFICE OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA.

SOILS REPORT:
A SOILS REPORT AFFIXABLE TO THE LAND INCLUDED WITHIN THIS MAP HAS BEEN OBTAINED FROM THE OFFICE OF JEFFREY O. LYON, REGISTERED CIVIL ENGINEER NO. 33538, UNDER THE DIRECTION OF JEFFREY O. LYON, REGISTERED CIVIL ENGINEER NO. 31921, REPORT NO. LED09A. A COPY OF SAID REPORT IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

TITLE COMPANY CERTIFICATE:
I HEREBY CERTIFY THAT THE PERSONS SPECIFIED IN THE CERTIFICATES HEREIN ARE THE OWNERS, AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE.

TITLE COMPANY CERTIFICATE:
I HEREBY CERTIFY THAT THE PERSONS SPECIFIED IN THE CERTIFICATES HEREIN ARE THE OWNERS, AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE.

TITLE COMPANY CERTIFICATE:
I HEREBY CERTIFY THAT THE PERSONS SPECIFIED IN THE CERTIFICATES HEREIN ARE THE OWNERS, AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE.

OWNERS' STATEMENT:

I HEREBY CERTIFY THAT WE ARE THE ONLY PARTIES HAVING ANY RECORD, TITLE, INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP THAT CONSISTS OF THIS MAP AND EXHIBITS SHOWN UPON SAID MAP AND BEING WITHIN SAID SUBDIVISION.

WITNESSES:
MARTIN BOONE
ORONS FINANCIAL LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

NOTARY ACKNOWLEDGEMENT:
STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss.
I, _____, CLERK OF THE CITY COUNCIL, DO HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CALENCO, BY RESOLUTION NO. _____, HAS APPROVED THIS MAP AND FOR RECORDATION AS SHOWN HEREIN.

PERSONALLY APPEARED:
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHO(S) NAME(S) IS/ARE SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED THE SAME, AND THAT THEY ARE THE PERSON(S) WHO(S) NAME(S) IS/ARE SUBSCRIBED TO THE INSTRUMENT, ON THE ENTRY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I HEREBY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: _____
PRINT NAME: _____
PLACE OF BUSINESS: _____
COUNTY OF: _____
COMMISSION EXPIRATION DATE: _____

CITY ENGINEERS' STATEMENT:
I, _____, CITY ENGINEER OF THE CITY OF CALENCO, HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AS APPROVED ON JULY 10, 2007, THAT ALL OF THE PROVISIONS OF LOCAL ORDINANCES APPLICABLE WHEN THE TENTATIVE MAP WAS APPROVED ARE FULLY COMPLIED WITH, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND HEREBY RECOMMEND THAT THIS MAP BE ACCEPTED BY THE CITY COUNCIL.

WITNESSES:
JEFFREY O. LYON
REGISTERED CIVIL ENGINEER NO. 33538
EXP. DATE: 06-30-2010

STREET DEDICATIONS:
STREETS, SHOWNS HEREON ARE OFFERED FOR DEDICATION TO THE CITY OF CALENCO FOR PUBLIC STREET AND UTILITY CONSTRUCTION, OPERATION AND MAINTENANCE AND INCIDENTALS THEREOF.

COUNTY RECORDERS STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____, M. IN BOOK _____ OF FINAL MAPS AT PAGE _____, AT THE REQUEST OF MARTIN BOONE. DOCUMENT: _____

CITY CLERK'S CERTIFICATE:
I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CALENCO, BY RESOLUTION NO. _____, HAS APPROVED THIS MAP AND FOR RECORDATION AS SHOWN HEREIN.

SUPPORTING DOCUMENTS:
TITLE: _____ DOCUMENT NO. _____
OFFICIAL RECORDS IMPERIAL COUNTY, CALIFORNIA

ENGINEERS' STATEMENT:
I, _____, REGISTERED CIVIL ENGINEER NO. _____, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER IN THE STATE OF CALIFORNIA, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND HEREBY RECOMMEND THAT THIS MAP BE ACCEPTED BY THE CITY COUNCIL.

SIGNATURE OMISSION STATEMENT:
THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED PURSUANT TO SECTION 66438 (9) OF THE SUBDIVISION MAP ACT IN THAT THEIR INTERESTS CAN NOT BE OPENED INTO A TITLE THEREAS AS SET FORTH IN A DOCUMENT

ENGINEERS' STATEMENT:
I, _____, REGISTERED CIVIL ENGINEER NO. _____, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER IN THE STATE OF CALIFORNIA, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND HEREBY RECOMMEND THAT THIS MAP BE ACCEPTED BY THE CITY COUNCIL.

ENGINEERS' STATEMENT:
I, _____, REGISTERED CIVIL ENGINEER NO. _____, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER IN THE STATE OF CALIFORNIA, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND HEREBY RECOMMEND THAT THIS MAP BE ACCEPTED BY THE CITY COUNCIL.

ENGINEERS' STATEMENT:
I, _____, REGISTERED CIVIL ENGINEER NO. _____, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER IN THE STATE OF CALIFORNIA, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND HEREBY RECOMMEND THAT THIS MAP BE ACCEPTED BY THE CITY COUNCIL.

ENGINEERS' STATEMENT:
I, _____, REGISTERED CIVIL ENGINEER NO. _____, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER IN THE STATE OF CALIFORNIA, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND HEREBY RECOMMEND THAT THIS MAP BE ACCEPTED BY THE CITY COUNCIL.

ENGINEERS' STATEMENT:
I, _____, REGISTERED CIVIL ENGINEER NO. _____, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER IN THE STATE OF CALIFORNIA, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND HEREBY RECOMMEND THAT THIS MAP BE ACCEPTED BY THE CITY COUNCIL.

ENGINEERS' STATEMENT:
I, _____, REGISTERED CIVIL ENGINEER NO. _____, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER IN THE STATE OF CALIFORNIA, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND HEREBY RECOMMEND THAT THIS MAP BE ACCEPTED BY THE CITY COUNCIL.

ENGINEERS' STATEMENT:
I, _____, REGISTERED CIVIL ENGINEER NO. _____, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER IN THE STATE OF CALIFORNIA, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND HEREBY RECOMMEND THAT THIS MAP BE ACCEPTED BY THE CITY COUNCIL.

ENGINEERS' STATEMENT:
I, _____, REGISTERED CIVIL ENGINEER NO. _____, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER IN THE STATE OF CALIFORNIA, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND HEREBY RECOMMEND THAT THIS MAP BE ACCEPTED BY THE CITY COUNCIL.

ENGINEERS' STATEMENT:
I, _____, REGISTERED CIVIL ENGINEER NO. _____, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER IN THE STATE OF CALIFORNIA, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND HEREBY RECOMMEND THAT THIS MAP BE ACCEPTED BY THE CITY COUNCIL.



RIVER VIEW SUBDIVISION FINAL MAP

FOR CONDOMINIUM PURPOSE 340 UNITS,
TRACT NO. 058-180-08

BEING A SUBDIVISION OF A PORTION OF THE NE1/4 OF SECTION 15
TOWNSHIP 7 SOUTH, RANGE 14 EAST, SBB. & M. IN THE CITY OF
CALEXICO COUNTY OF IMPERIAL STATE OF CALIFORNIA

CURVE DATA TABLE

CURVE NO.	START POINT	END POINT	CHORD BEARING	CHORD DIST.	ARC DIST.	ANGLE	AREA
1	114.87	114.87	114.87	114.87	114.87	114.87	114.87
2	114.87	114.87	114.87	114.87	114.87	114.87	114.87
3	114.87	114.87	114.87	114.87	114.87	114.87	114.87
4	114.87	114.87	114.87	114.87	114.87	114.87	114.87
5	114.87	114.87	114.87	114.87	114.87	114.87	114.87
6	114.87	114.87	114.87	114.87	114.87	114.87	114.87
7	114.87	114.87	114.87	114.87	114.87	114.87	114.87
8	114.87	114.87	114.87	114.87	114.87	114.87	114.87
9	114.87	114.87	114.87	114.87	114.87	114.87	114.87
10	114.87	114.87	114.87	114.87	114.87	114.87	114.87
11	114.87	114.87	114.87	114.87	114.87	114.87	114.87
12	114.87	114.87	114.87	114.87	114.87	114.87	114.87
13	114.87	114.87	114.87	114.87	114.87	114.87	114.87
14	114.87	114.87	114.87	114.87	114.87	114.87	114.87
15	114.87	114.87	114.87	114.87	114.87	114.87	114.87
16	114.87	114.87	114.87	114.87	114.87	114.87	114.87
17	114.87	114.87	114.87	114.87	114.87	114.87	114.87
18	114.87	114.87	114.87	114.87	114.87	114.87	114.87
19	114.87	114.87	114.87	114.87	114.87	114.87	114.87
20	114.87	114.87	114.87	114.87	114.87	114.87	114.87
21	114.87	114.87	114.87	114.87	114.87	114.87	114.87
22	114.87	114.87	114.87	114.87	114.87	114.87	114.87
23	114.87	114.87	114.87	114.87	114.87	114.87	114.87
24	114.87	114.87	114.87	114.87	114.87	114.87	114.87
25	114.87	114.87	114.87	114.87	114.87	114.87	114.87
26	114.87	114.87	114.87	114.87	114.87	114.87	114.87
27	114.87	114.87	114.87	114.87	114.87	114.87	114.87
28	114.87	114.87	114.87	114.87	114.87	114.87	114.87
29	114.87	114.87	114.87	114.87	114.87	114.87	114.87
30	114.87	114.87	114.87	114.87	114.87	114.87	114.87
31	114.87	114.87	114.87	114.87	114.87	114.87	114.87
32	114.87	114.87	114.87	114.87	114.87	114.87	114.87
33	114.87	114.87	114.87	114.87	114.87	114.87	114.87
34	114.87	114.87	114.87	114.87	114.87	114.87	114.87
35	114.87	114.87	114.87	114.87	114.87	114.87	114.87
36	114.87	114.87	114.87	114.87	114.87	114.87	114.87
37	114.87	114.87	114.87	114.87	114.87	114.87	114.87
38	114.87	114.87	114.87	114.87	114.87	114.87	114.87
39	114.87	114.87	114.87	114.87	114.87	114.87	114.87
40	114.87	114.87	114.87	114.87	114.87	114.87	114.87
41	114.87	114.87	114.87	114.87	114.87	114.87	114.87
42	114.87	114.87	114.87	114.87	114.87	114.87	114.87
43	114.87	114.87	114.87	114.87	114.87	114.87	114.87
44	114.87	114.87	114.87	114.87	114.87	114.87	114.87
45	114.87	114.87	114.87	114.87	114.87	114.87	114.87
46	114.87	114.87	114.87	114.87	114.87	114.87	114.87
47	114.87	114.87	114.87	114.87	114.87	114.87	114.87
48	114.87	114.87	114.87	114.87	114.87	114.87	114.87
49	114.87	114.87	114.87	114.87	114.87	114.87	114.87
50	114.87	114.87	114.87	114.87	114.87	114.87	114.87
51	114.87	114.87	114.87	114.87	114.87	114.87	114.87
52	114.87	114.87	114.87	114.87	114.87	114.87	114.87
53	114.87	114.87	114.87	114.87	114.87	114.87	114.87
54	114.87	114.87	114.87	114.87	114.87	114.87	114.87
55	114.87	114.87	114.87	114.87	114.87	114.87	114.87
56	114.87	114.87	114.87	114.87	114.87	114.87	114.87
57	114.87	114.87	114.87	114.87	114.87	114.87	114.87
58	114.87	114.87	114.87	114.87	114.87	114.87	114.87
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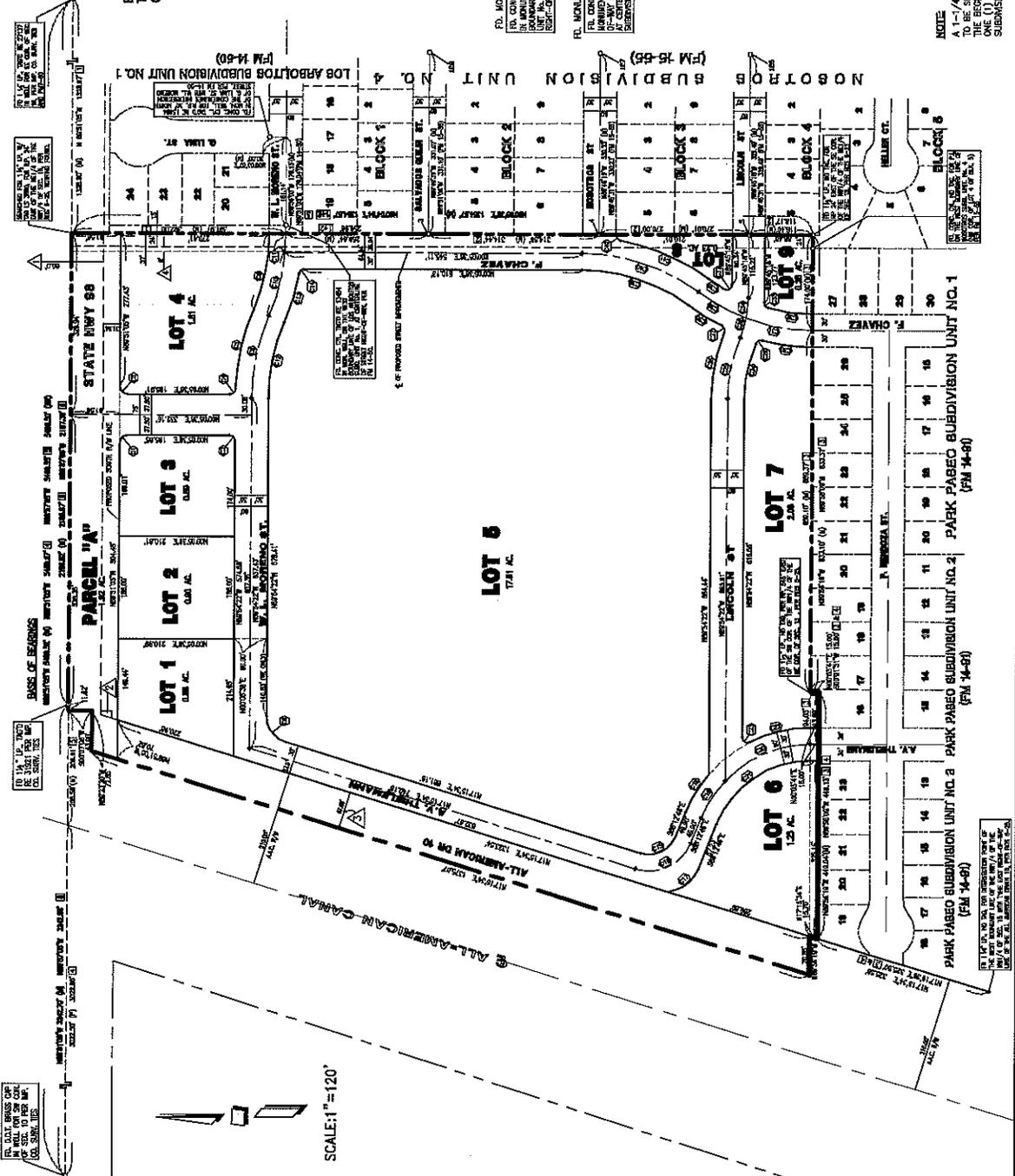
LOTS DESIGNATION

LOT NO.	AREA	DESCRIPTION
LOT 1	0.88 AC	(C-H) COMMERCIAL
LOT 2	0.90 AC	(C-H) COMMERCIAL
LOT 3	0.89 AC	(C-H) COMMERCIAL
LOT 4	1.81 AC	(C-H) COMMERCIAL
LOT 5	17.61 AC	(R-3) CONDOMINIUM
LOT 6	1.25 AC	(R-3) CONDOMINIUM
LOT 7	2.09 AC	(R-3) CONDOMINIUM
LOT 8	0.89 AC	LANDSCAPE AREA
LOT 9	0.33 AC	(R-3) SINGLE TRACT, RESIDENTIAL

- LEGEND:**
- TRACT MAP BOUNDARY
 - SUBDIVISION PROPERTY LOT LINE BOUNDARY
 - FOUND MONUMENT AS NOTED
 - SET 1-1/4" I.D. TIED TO RICE 28447 IN MONUMENT WELL BOUL.
 - RECORD DATA PER FINAL MAP BK. 14, PG. 50
 - RECORD DATA PER FINAL MAP BK. 15, PG. 55
 - RECORD DATA PER FINAL MAP BK. 14, PG. 91
 - RECORD DATA PER RECORD OF SURVEY BK. 6, PG. 25
 - RECORD DATA PER RECORD OF SURVEY BK. 16, PG. 17
 - RECORD DATA PER FINAL MAP BK. 15, PG. 80
 - MEASURED DATA
 - (BR)

NOTE:
A 1-1/4" IRON PIPE TAPPED RICE 28447 TO BE SET AT EACH LOT CORNER AND IN THE CENTER OF EACH BLOCK WITHIN ONE (1) YEAR OF RECORPTION OF THIS SUBDIVISION MAP.

PARCEL "A" TO BE DEDICATED FOR CALTRANS RIGHT OF WAY PURPOSES



SCALE: 1" = 120'

IN ALL CASES THE BOUNDARY OF THIS MAP SHALL BE THE BOUNDARY OF THE ORIGINAL SURVEY.

RESOLUTION NO. 2007-28

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CALEXICO, CALIFORNIA, APPROVING MITIGATED
NEGATIVE DECLARATION NO. 2007-02**

WHEREAS, Marvin Mayne, Dat-U-Joe Realty, has submitted an application for the Riverview project. The approximate 34 acre site is located south of Stat Route 98 (SR-98), east of the All-American Canal, and the closest north/south road is David Navarro (D. Navarro) Avenue; and

WHEREAS, the Riverview project Annexation No. 2007-01, Change of Zone (Pre-Zone) No. 2007-04, Tentative Tract Map No. 2007-03, and Residential Design Review No. 2007-01 together comprise the "project" as defined by Section 21065 of the California Environmental Quality Act (CEQA), Cal. Public Resources Code Section 21000 et seq., which is defined as an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and which includes the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies; and

WHEREAS, Mitigated Negative Declaration No. 2007-02 has been prepared to evaluate environmental impacts resulting with the project; and

WHEREAS, the Planning Commission, at its regular meeting on June 11, 2007, held a duly noticed public hearing, and recommended to the City Council approval of Mitigated Negative Declaration No. 2007-02 (Resolution No. 2007-19); and

WHEREAS, the City Council of the City of Calexico has been delegated with the responsibility of approving Mitigated Negative Declarations; and

WHEREAS, public notice of said applications has been given, and the City Council has considered evidence presented by the Development Services Department and other interested parties at a public hearing held with respect to this item on July 10, 2007.

NOW THEREFORE, the City Council of the City of Calexico DOES HEREBY RESOLVE as follows:

SECTION 1. The City Council has considered the proposed Mitigated Negative Declaration No. 2007-02, prior to making a decision. The City Council finds and determines that Mitigated Negative Declaration No. 2007-02 is adequate and prepared in accordance with the requirements of the California Environmental Quality Act (CEQA) which analyzes environmental effects of the project, based upon the following findings and determinations:

SECTION 2. That in accordance with State Planning and Zoning law and the City of Calexico the following findings for the approval of the Mitigated Negative Declaration have been made as follows:

CITY COUNCIL RESOLUTION FOR
MITIGATED NEGATIVE DECLARATION No. 2007-02

Page 2 of 3

1. Revisions in the project plans or proposals made by or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur; and

The applicant has made revisions to the project or has agreed to specific conditions which would avoid the effects or mitigate the effects of the project to a point where no significant effects would occur.

2. There is no substantial evidence, in the light of the whole record before the agency, that the project as revised may have significant effect on the environment.

Pursuant to the evidence received in the light of the whole record presented to staff the project will not have a significant effect on the environment considering the applicable Conditions of Approval and Mitigation Monitoring Program.

3. Mitigation measures have been required to ensure all potentially significant impacts are reduced to levels of insignificance.

Mitigation measures have been required which will reduce significant environmental impacts to the level of insignificance.

NOW, THEREFORE, based on the above findings, the City Council of the City of Calexico DOES HEREBY APPROVE MITIGATED NEGATIVE DECLARATION No. 2007-02.

PASSED AND ADOPTED by the City Council of the City of Calexico, California, this 10th day of July, 2007.



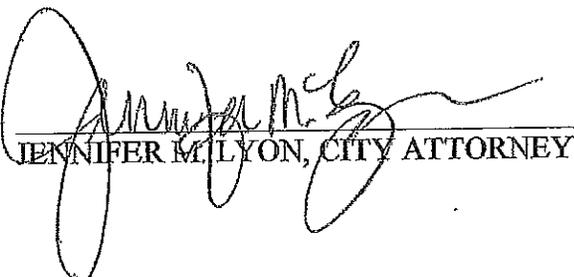
JOHN RENISON, MAYOR

ATTEST:



LOURDES CORDOVA, CITY CLERK

APPROVED AS TO FORM:



JENNIFER MILYON, CITY ATTORNEY

CITY COUNCIL RESOLUTION FOR
MITIGATED NEGATIVE DECLARATION No. 2007-02
Page 3 of 3

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) SS.
CITY OF CALEXICO)

I, LOURDES CORDOVA, AGENCY THE CITY OF CALEXICO, DO HEREBY CERTIFY THAT THE ABOVE FOREGOING RESOLUTION NO. 2007-28, WAS DULY PASSED AND ADOPTED BY THE CITY OF CALEXICO ON THIS 10th DAY OF JULY 2007 BY THE FOLLOWING VOTE TO WIT:

AYES: Ouzan, Renison, Durazo, Fuentes
NOES: None
ABSENT: Pacheco



LOURDES CORDOVA, CITY CLERK

SEAL

 7/6/07
DATE
HEREBY CERTIFIED THAT THIS IS A TRUE COPY
OF THE ORIGINAL RECORD ON FILE IN THIS OFFICE.

RESOLUTION NO. 2007-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, COMMENCING PROCEEDINGS TO ANNEX APPROXIMATELY 34 ACRES OF THE RIVERVIEW PROJECT INTO THE CORPORATE BOUNDARIES OF THE CITY OF CALEXICO (ANNEXATION NO. 2007-01)

WHEREAS, Marvin Mayne, Dat-U-Joe Realty, has filed an application for the annexing (Annexation No. 2007-01) of approximately 34 acres of the Riverview Project into the Corporate Boundaries of the City of Calexico. The Riverview area is located south of Stat Route 98 (SR-98), east of the All-American Canal, and the closest north/south road is David Navarro (D. Navarro) Avenue; and

WHEREAS, this proposal is made pursuant to the *Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000* (Government Code Section 56000-56001); and

WHEREAS, The City of Calexico is processing a Pre-Zone (Zone Change) for the same approximate 34 acres for the Riverview project; and

WHEREAS, the City Council of the City of Calexico has been delegated with the responsibility of making decisions regarding annexations; and

WHEREAS, the Planning Commission, at a regular meeting held on June 11, 2007 held a duly noticed public hearing, and recommended to the City Council approval of the requested Annexation (Resolution No. 2007-20), and

WHEREAS, public notice of said application has been given and the City Council has considered evidence presented by the Development Services Department and other interested parties at a public hearing with respect to this item on July 10, 2007; and

WHEREAS, it is the desire of the City Council to give its consent to the commencement of annexation proceedings.

NOW THEREFORE, the City Council of the City of Calexico DOES HEREBY RESOLVE as follows:

SECTION 1. The City Council has considered the request for Annexation No. 2007-01, prior to making a decision to commence proceedings to annex the subject territory. The City Council finds and determines that this project is consistent with the Calexico Municipal Code (CMC) and determines that a Mitigated Negative Declaration is adequate and prepared in accordance with the requirements of the California Environmental Quality Act (CEQA) which analyzes environmental effects, based upon the following findings and determinations.

CITY COUNCIL RESOLUTION FOR
ANNEXATION NO. 2007-01
Page 2 of 3

SECTION 2. That in accordance with the Cortese-Knox Local Government Reorganization Act of 1985, Government Code Section 57082 and the City of Calexico the following findings for the approval of the Annexation have been made as follows:

1. The proposed annexation area is contiguous to the City of Calexico and will not create pockets or islands.

The proposed annexation area borders the City of Calexico and is adjacent to Highway 98 and the All-American Canal. The project proposes reasonable extension of the city boundary area in that the annexation of the proposed area will not create any pockets or islands.

2. The proposed annexation will not result in any adverse significant impacts on the environment.

The project will not have a significant effect on the environment and is consistent with the City's General Plan.

3. The proposed annexation will allow development of a well-designed project in the City.

Staff believes the Riverview project is well-designed and appropriate for the annexation area and City. In addition, the project, especially the commercial uses, will provide tax revenue benefits to the City.

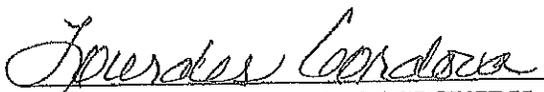
NOW, THEREFORE, based on the above findings, the City Council of the City of Calexico DOES HEREBY APPROVE Annexation No. 2007-01.

PASSED AND ADOPTED by the City Council of the City of Calexico, California, this 10th day of July, 2007.



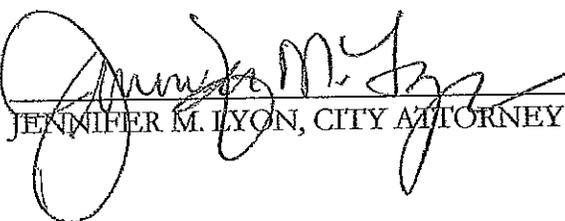
JOHN RENISON, MAYOR

ATTEST:



LOURDES CORDOVA, CITY CLERK

APPROVED AS TO FORM:



JENNIFER M. LYON, CITY ATTORNEY

CITY COUNCIL RESOLUTION FOR
ANNEXATION NO. 2007-01

Page 3 of 3

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) SS.
CITY OF CALEXICO)

I, LOURDES CORDOVA, AGENCY THE CITY OF CALEXICO, DO HEREBY CERTIFY THAT THE ABOVE FOREGOING RESOLUTION NO. 2007-29 WAS DULY PASSED AND ADOPTED BY THE CITY OF CALEXICO ON THIS 10th DAY OF JULY 2007 BY THE FOLLOWING VOTE TO WIT:

AYES: Ouzati, Renison, Durazo, Fuentes
NOES: None
ABSENT: Pacheco

Lourdes Cordova
LOURDES CORDOVA, CITY CLERK

SEAL

Lourdes Cordova 9/6/07
DATE
HEREBY CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL RECORD ON FILE IN THIS OFFICE.

RESOLUTION NO. 2007-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 2007-03 WHICH SUBDIVIDES 34.20 ACRES OF THE RIVERVIEW PROJECT AREA INTO 340 INDIVIDUALLY OWNED ATTACHED CONDOMINIUM UNITS, ONE (1) SINGLE-FAMILY RESIDENTIAL LOT, FOUR (4) COMMERCIAL LOTS AND A DESIGNATED PARK/LANDSCAPED AREA CONSISTENT WITH THE APPLICABLE CHAPTERS OF THE CALEXICO MUNICIPAL CODE (CMC)

WHEREAS, Marvin Mayne, Dat-U-Joe Realty, has submitted an application for Tentative Tract Map No. 2007-03, which subdivides 34.20 acres of the Riverview Project area into 340 individually owned attached condominium units which will participate in an underlying common area pursuant to Chapter 17.03.130 (Residential Condominiums) as well as one Single-Family Residential lot pursuant to Chapter 17.03.120 (Residential Development Standards) and applicable chapters of the Calexico Municipal Code (CMC). The Tentative Tract Map will also allow for the creation of four (4) Commercial lots pursuant to Chapter 17.05.130 (Commercial Development Standards), and one designated park/landscaped area lot. The Riverview project area is located south of Stat Route 98 (SR-98), east of the All-American Canal, and the closest north/south road is David Navarro (D. Navarro) Avenue; and

WHEREAS, the City Council of the City of Calexico has been delegated with the responsibility of approving tract maps that subdivide land; and

WHEREAS, the Planning Commission, at its regular meeting on June 11, 2007, held a duly noticed public hearing, and recommended to the City Council approval of Tentative Tract Map No. 2007-03 (Resolution No. 2007-22); and

WHEREAS, public notice of said application has been given, and the City Council has considered evidence presented by the Development Services Department and other interested parties at a public hearing held with respect to this item on July 10, 2007.

NOW THEREFORE, the City Council of the City of Calexico DOES HEREBY RESOLVE as follows:

SECTION 1. The City Council has considered the proposed subdivision of the Tentative Tract Map No. 2007-03 prior to making a decision. The City Council finds and determines that Mitigated Negative Declaration No. 2007-02 is adequate and prepared in accordance with the requirements of the California Environmental Quality Act (CEQA) which analyzes environmental effects of the Riverview Project and Tentative Tract Map No. 2007-03, based upon the following conditions of approval, findings and determinations:

PLANNING DIVISION

CITY COUNCIL RESOLUTION FOR
TENTATIVE TRACT MAP NO. 2007-03
Page 2 of 18

GENERAL CONDITION

1. The applicant shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City, its Official, Officers, Employees, Consultants and Agents from any claim, action, or proceeding against the City, its Official, Officers, Employees, Consultants or Agents to attach, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning the Tentative Condominium Map, which action is brought within the time period provided for in California Government Code Sections 65009 and/or 66499.37, and Public Resources Code Section 21167. The City will promptly notify the Applicant of any such claim, action, or proceeding against the City and will cooperate fully with the defense. If the City fails to promptly notify the Applicant of any such claim, or proceeding, the Applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City.

TENTATIVE CONDOMINIUM MAP No. 2007-03

2. The Tentative Tract Map will expire two (2) years from date of approval unless within that period of time the CC&R's and an appropriate instrument has been filed and recorded with the County Recorder, or an extension of time is granted by the City of Calexico City Council in accordance with the Subdivision Map Act.
3. The Tentative Tract Map shall comply with the State of California Subdivision Map Act and shall comply with all applicable requirements of the Calexico Municipal Code, Title 16 unless modified by approved Conditions of Approval.
4. Prior to final certificate of occupancy of Tentative Tract Map, the improvements specified herein and approved by the Planning Commission and the City Council shall be installed, or agreements for said improvements, shall be submitted to the City for approval by the City Engineer, and all other stated conditions shall be complied with. All uncompleted improvements must be bonded for as part of the agreements.
5. Prior to the first certificate of occupancy the applicant shall prepare and record CC&R's against the condominium complex. The CC&R's shall be reviewed and approved by the Development Services Director or Designee and the City Attorney. The CC&R's shall include methods of maintaining common areas, parking and drive aisle areas, landscaped areas including parkways, and methods for common maintenance of all underground, and above ground utility infrastructure improvements necessary to support the complex. In addition, CC&R's shall established methods to address design improvements.
6. No unit in the development shall be sold unless a corporation, association, property owner's group or similar entity has been formed with the right to financially assess all properties individually owned or jointly owned which have any rights or interest in the use of the common areas and common facilities in the development, such assessment power to be sufficient to meet the expenses of such entity, and with authority to control, and duty to maintain, all said mutually available features of the development. Such entity shall operate

**CITY COUNCIL RESOLUTION FOR
TENTATIVE TRACT MAP NO. 2007-03
Page 3 of 18**

under recorded CC&R's which shall include compulsory membership of all owners of lots and/or dwelling units and flexibility of assessments to meet changing costs of maintenance, repairs, and services. Recorded CC&R's shall permit enforcement by the City for provisions required as Conditions of Approval. The developer shall submit evidence of compliance with this requirement to, and receive approval of, the City prior to making any such sale. This condition shall not apply to land dedicated to the City for public purposes.

7. Provisions to restrict parking upon other than approved and developed parking spaces shall be written into the covenants, conditions and restrictions for each project.
8. Membership in the Home Owner's Association shall be mandatory for each buyer and any successive buyer.
9. Reciprocal covenants, conditions, and restrictions and reciprocal maintenance agreements shall be established which will cause a merging of all development phases as they are completed, and embody one (1) homeowner's association with common area for the total development of the subject project.
10. All open space, landscaping, and parkway areas shall be maintained by the Home Owner's Association.
11. In the event the association or other legally responsible person(s) fail to maintain said common area in such a manner as to cause same to constitute a public nuisance, said City may, upon proper notice and hearing, institute summary abatement procedures and impose a lien for the costs of such abatement upon said common area, individual units or whole thereof as provided by law.
12. Each unit owner shall have full access to commonly owned areas, facilities and utilities.
13. The applicant shall continue to comply with those mitigation measures identified in the Mitigation Monitoring Program adopted with Mitigated Negative Declaration No. 2007-02.
14. The project shall comply with the all applicable requirements of the Calexico Municipal Code; Title 17 unless modified by approved Conditions of Approval.
15. The applicant shall at all times comply with Noise Control Ordinance of the Calexico Municipal Code.

RESIDENTIAL DESIGN REVIEW No. 2007-01

16. The Residential Design Review will lapse and be void unless building permits are issued within one (1) year of City Council approval. The Development Services Director may grant an extension of time of up to one (1) year per extension, prior to the expiration of the initial Design Review approval. Application for a time extension must be submitted to the City of Calexico one (1) month prior to the expiration date.

**CITY COUNCIL RESOLUTION FOR
TENTATIVE TRACT MAP NO. 2007-03
Page 4 of 18**

17. Conditions of Approval shall be reproduced on page one of building plans submitted to the Building Division Plan Check. All Conditions of Approval shall be met prior to the issuance of a Certificate of Occupancy and release of utilities.
18. All site improvements approved with this request shall be constructed as indicated on the approved site plan and elevations. Revisions to approved site plans or building elevations shall be subject to the review of the Development Services Director. All plans submitted for Building Division Plan Check shall conform to the submitted plans as modified by Conditions of Approval, or the Planning Commission/City Council through subsequent action.
19. All roof mounted or ground support air conditioning units or other mechanical equipment incidental to development shall be architecturally screened or shielded by landscaping so that they are not visible from neighboring property or public streets. Any material covering the roof equipment shall match the primary wall color.
20. All exterior on-site lighting shall be shielded and directed on-site so as not to create glare onto neighboring property and streets or allow illumination above the horizontal plane of the fixture. All light fixtures shall match the architectural style of the building.
21. Trash enclosures shall be constructed per City standards as approved by the Development Services Director or Designee.
22. No exterior roof ladders shall be permitted, unless approved by the Calexico Fire Department.
23. Applicant shall use roofing materials with Class "A" fire rating.
24. The Planning Division shall approve the location of any construction trailers utilized during construction. All construction trailers shall require a permit processed through the Planning Division.
25. Materials and colors depicted on the plans and materials board shall be used unless modified by the Development Services Director or designee.
26. On-site surface drainage shall not cross sidewalks.
27. All exposed slopes in excess of three feet (3') in height shall have a permanent irrigation system and erosion control vegetation installed, approved by the Planning Division.

PRIOR TO BUILDING/GRADING PERMITS

28. Prior to issuance of any grading permit or building permits, the applicant shall sign and complete an "Acknowledgement of Conditions" form and shall return the executed original to the Planning Division for inclusion in the case records.
29. Prior to the commencement of grading operations, the applicant shall provide a map of all proposed haul routes to be used for movement of dirt material. Such routes shall be subject to the review and approval of the City Engineer. A bond may be required to pay for damages to the public right-of-way, subject to the approval of the City Engineer.
30. A Final Landscaping/Irrigation Detail Plan shall be submitted, reviewed and approved by the Development Services Director or designee, prior to issuance of building permit.
 - a. All planting areas shall have permanent and automatic sprinkler system with 100% plant and grass coverage using a combination of drip and conventional irrigation methods.
 - b. Applicant shall plant street trees, selected from the City's Street Tree List, a maximum of forty feet (40) apart and at least twenty-four-inch (24") box in size.
 - c. All planting areas shall be separated from paved areas with a six inch (6") high and six inch (6") wide concrete curb.
 - d. Planting within fifteen feet (15') of ingress/egress points shall be no higher than thirty-six inches (36").
 - e. Landscape planters shall be planted with an appropriate parking lot shade tree to provide for 50% parking lot shading in fifteen (15) years.
 - f. Any transformers and mechanical or electrical equipment shall be indicated on landscape plan and screened as part of the landscaping plan.
 - g. All landscape improvements shall be HOA maintained from installation sign-off by the City.
 - h. All landscaping and irrigation shall be installed within affected portion of any phase at the time a Certificate of Occupancy is requested for any building. All planting areas shall include plantings in the Xeriscape concept, drought tolerant grasses and plants.
 - i. Final landscape plan must be consistent with approved site plan/landscape plan.

CITY COUNCIL RESOLUTION FOR
TENTATIVE TRACT MAP NO. 2007-03
Page 6 of 18

- j. The project shall include a minimum of thirty-five trees per gross acre. Twenty percent shall be twenty-four inch box size or larger, seventy percent shall be fifteen gallon size and ten percent shall be five gallon size.
 - k. Final landscape plans to include planting and irrigation details.
31. Applicant shall comply with the requirements of the Imperial Irrigation District (IID). Proof shall be presented to the Chief Building Official prior to issuance of building permits and final approval.
 32. Prior to issuance of building permits, applicant shall provide assurance that all required fees to the Calexico Unified School District have been paid.
 33. Prior to issuance of building permits, applicant shall provide assurance that all requirements of the City of Calexico Fire Department have been met.
 34. Prior to issuance of building permits, applicant shall provide assurance that all requirements of the City of Calexico Police Department have been met. Refer to attached memorandum from the Calexico Police Department.
 35. Prior to the issuance of building permits, applicant shall provide assurance that all requirements of the City of Calexico Administrative Services Department have been met (i.e. Community Facilities District, Lighting and Landscape Maintenance District, etc.).

PRIOR TO ISSUANCE OF A BUILDING PERMIT

36. The Home Owner's Association shall be established prior to the occupancy release of the first dwelling unit.

ENGINEERING

GENERAL CONDITIONS

37. Improve or guarantee the necessary street improvements in conformance with the project and/or corridor traffic study that will mitigate potential traffic impacts to include: all the specific conditions and the mitigation measures as specified herein and the mitigation monitoring program.
38. Improve or guarantee the improvement of the necessary water and sewer line upgrade and/or extensions from the city of Calexico to service the proposed project at the expense of the developer based on the updated Service Area Plan to the satisfaction of the City Engineer.

CITY COUNCIL RESOLUTION FOR
TENTATIVE TRACT MAP NO. 2007-03
Page 7 of 18

39. Dedicate the necessary right-of-way and land to the appropriate jurisdictions (i.e., street, park dedication, etc.) as shown in the subdivision tentative map and/or as required to the satisfaction of the City Engineer.
40. Create a financing mechanism (assessment district and/or maintenance district) to support the ongoing maintenance of the parks, schools, landscaping, lighting and regional drainage services, storm water retention system facilities, fire/police services.
41. Prior to submittal of any improvement plan for plan check, geotechnical study and soils report of the project site shall be conducted to the satisfaction of the City Engineer. An approved copy of the geotechnical study and soils report, in accordance with the subdivision map act, applicable coeds, and city standards, shall be submitted with the improvement plans.
42. The developer shall submit and receive an NPDES permit from the regional water quality control board in accordance with a storm water pollution prevention plan approved by the City Engineer. The storm water pollution prevention plan shall include best management practices (BMP's).
43. A site specific drainage study in conformance with the sub-regional stormwater retention system shall be conducted by a registered hydraulic engineer and submitted for review and approval by the city and IID. The drainage study may incorporate temporary retention basins; however, the design of the drainage system shall be in conformance with the City's sub-regional stormwater retention system.
44. Any temporary relocation of private or IID canals and drainage ditches shall be approved by IID.
45. All retention facilities and drainage improvements shall be installed to the satisfaction of the City Engineer.
46. Temporary retention basin(s) shall be required to retain all the appropriate runoff of the entire area (streets and lots) until a regional storm drain facility becomes available. The cost of the temporary retention basin shall be the responsibility of the developer. The temporary retention basin(s) shall be sized for a 100-year/24-hour storm and bonded for removal to the satisfaction of the City Engineer.
47. Prior to submittal of improvement plans, the applicant shall provide the following master plans, to the satisfaction of the City Engineer:
 - a. Water master plan (including domestic and fire flow analysis)
 - b. Sewer master plan (including sewer capacity flow and calculations)
 - c. Drainage master plan (including both hydrology and hydraulic calculations)
 - d. Street classification and traffic circulation master plan
 - e. Master Utilities plan as required by other jurisdictions.

CITY COUNCIL RESOLUTION FOR
TENTATIVE TRACT MAP NO. 2007-03

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48. All Master plans and improvements plans shall be in conformance with chapter III of the city standards entitled "City of Calexico Design Procedures and Improvement Standards" updated December 1, 2005 herein called City Standards and any subsequent revisions and modifications and as specified in these conditions.
49. Fire hydrants shall be placed not more than 300 ft apart and nor more than 300 ft from buildings.
50. The developer shall participate in the project's pro-rated share of the costs for the improvement of the Mitigated Measures as identified in the EIR/MND, or at the discretion of the City of Calexico, be responsible for the improvement of the portion of the improvement identified in the Technical Study, and/or Benefit Area Assessment.

STREET IMPROVEMENTS AND TRAFFIC CIRCULATION

51. Primary arterials, collectors, and local site access streets of applicable street right-of-way widths shall be dedicated.
52. Improve or guarantee the improvement of road improvements and participate in a fair share contribution, as per requirements of the tentative map and the specific conditions. The road improvements and fees for primary arterials and collector streets shall be in accordance with the City of Calexico service area plan, benefit assessment areas, special infrastructure fee, and impact fee program to the satisfaction of the City Engineer.
53. Developer shall retain qualified California registered civil engineer for design services in accordance with the City Standards.
54. Improvement plans, record maps, traffic control plans, and intersection "stop" sign control plans for all interior streets shall be prepared to the satisfaction of the City Engineer.

BONDS AND SURETY

55. Prior to the submittal of bonds, the applicant/developer/design engineer shall submit construction cost estimate for all required improvements using City's provided unit cost items and standards for review and approval.
56. The developer shall submit and provide all required improvement bonds and surety to the satisfaction of the City Engineer.

IMPACT FEES AND FAIR SHARE ASSESSMENT FEES

57. The developer shall document and make payment of development impact fees for police services in accordance with the CITY COUNCIL adopted standards (2006-2007) and formulas (City Ordinance 1036) that are in effect at the time.

**CITY COUNCIL RESOLUTION FOR
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58. The developer shall document and make payment of development impact fees for fire protect services in accordance with the CITY COUNCIL adopted standards (2006-2007) and formulas (City Ordinance 1036) that are in effect at the time, to the satisfaction of the City Manager.
59. The developer shall document and make payment of school impact fees for Calexico Unified School District, as determined by state law, to the satisfaction of the Calexico Unified School District.
60. The developer shall document and make payment of development impact fees for park facilities and services in accordance with the CITY COUNCIL adopted standards (2006-2007 City Ordinance 1036).
61. The developer shall document and make payment of development impact fees for library facilities and services in accordance with the CITY COUNCIL adopted standards (2006-2007) and formulas (City Ordinance 1036) that are in effect at the time, to the satisfaction of the City Manager.
62. The developer shall document and make payment of development impact fees for street, sewer and water facilities and other administrative services, in accordance with the CITY COUNCIL adopted standards (2006-2007) and formulas (City Ordinance 1036) that are in effect at the time, to the satisfaction of the City Manager.

FAIR SHARE FEES

63. The developer shall pay for all applicable fees. These fees shall included but not be limited to impact fees, special infrastructure fees, benefit area assessment fees, and engineering plan check and inspection fees as determined and conditioned therein.
64. In addition to the required development impact fees for streets, water, sewer, police, fire, library, school and utility improvements, the developer shall participate in project's prorated share of the costs identified in the SPECIFIC CONDITIONS.

NOISE

65. A detailed acoustical analysis shall be conducted for residential uses within the vicinity of CNEEL 60 DB or higher noise conditions; for office and professional buildings and recreational INDUSTRIAL facilities within 65 DB or higher conditions; and all other land uses, except agriculture, within 70 DB or high noise conditions. The developer shall construct sound walls or berms along major thoroughfares or provide other noise attenuation in order to achieve the general plan interior and exterior noise standards.

UTILITIES

66. The developer shall coordinate with the IID regarding the location, financing, designing, and phasing of required on-site electrical facilities.
67. The developer shall pay for the necessary upsizing of the water and/or sewer pipeline in order to connect into the existing water and/or sewer collection system.

SCHOOL

68. The project shall dedicate or pay a fee in-lieu of school site dedication in accordance with guidelines set by California Department of Education. Mitigation of school impact shall be documented by "Developer Agreement" executed by School District and Developer.
 - i. Note: Executed agreement shall be available prior to certification of resolutions for project approval.
 - ii. Industrial and/or commercial developments may be exempted from this provision of the requirement. The developer or his representative is required to obtain written conformation from the School District.

SPECIFIC CONDITIONS

b. Street Circulation Element Conditions

69. To mitigate traffic impacts from the proposed project, cumulative projects and future Year 2035 traffic, the following traffic improvements are recommended:

Direct Project Traffic Impacts

70. Widen and fully improve south of the centerline of State Highway 98 along the entire project frontage of Riverview Condominium Project site as a Principal Arterial Highway within a 148-foot right-of-way per Caltrans' requirements.
71. Construct the project site access entrance on State Highway 98 per Caltrans' requirements.
72. Limit the number of condominium dwelling units to 180 units and fully build the commercial development for the initial phase of the project development before the completion of the widening of State Route 98 from 2 lanes to 4 lanes. Develop, on a "fair-share, reimbursement agreement basis", a Traffic Mitigation Monitoring Program (TMMP) to continuously monitor the operating levels of service for State Route 98 and each of the cumulative traffic impacted intersections along State Route 98. The TMMP is an effective tool for the City to track unused traffic capacity on the existing 2-lane segment of State Route 98. The City may continue issuing additional building permits for the remaining 160 dwelling units until State Route 98 reaches a critical level of service or when State Route 98 has completed its widening program.

Cumulative Projects Plus Year 2030 Traffic Impacts

- a. Participate on a "fair-share" cost basis to fund the future widening and traffic signalization of the intersection of State Highway 98 and D. Navaro Avenue within a 148-foot right-of-way. Stripe the following intersection traffic lane configurations:

Two eastbound through traffic lanes on State Highway 98
One eastbound left-turn traffic lane on State Highway 98
One eastbound right-turn lane on State Highway 98
Two westbound through traffic lanes on State Highway 98
One westbound left-turn traffic lane on State Highway 98
One westbound right-turn traffic lane on State Highway 98
One southbound left-turn lane on D. Navaro Avenue
One southbound combined through and right-turn traffic lane on D. Navaro Avenue
One northbound combined through and right-turn traffic lane on D. Navaro Avenue
One northbound left-turn lane on D. Navaro Avenue

- b. Participate on a "fair-share" cost basis to fund the future widening and modifying existing traffic signal at the intersection of State Highway 98 and Kloke Road within a 148-foot right-of-way. Stripe the following intersection traffic lane configurations:

Two eastbound through traffic lanes on State Highway 98
One eastbound left-turn traffic lane on State Highway 98
One eastbound right-turn lane on State Highway 98
Two westbound through traffic lanes on State Highway 98
One westbound left-turn traffic lane on State Highway 98
One westbound right-turn traffic lane on State Highway 98
One southbound through traffic lanes on Kloke Road
Two southbound left-turn traffic lanes on Kloke Road
One southbound combined through and right-turn traffic lane on Kloke Road
One northbound left-turn traffic lane on Kloke Road
One northbound through traffic lane on Kloke Road
One northbound combined through and right turn traffic lane on Kloke Road

- c. Participate on a fair-share basis to fund the future widening and traffic signalization of the intersection of State Highway 98 and V.V. Williams within a 148-foot right-of-way. Stripe the following intersection traffic lane configurations:
- d. Two eastbound through traffic lanes on State Highway 98
e. One eastbound left-turn lane on State Highway 98
f. Two westbound through traffic lanes on State Highway 98
g. One westbound right-turn traffic lane on State Highway 98
h. One southbound combined through, left-turn and right-turn traffic lane on V.V. Williams

**CITY COUNCIL RESOLUTION FOR
TENTATIVE TRACT MAP NO. 2007-03
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- i. Participate on a "fair-share" cost basis to fund the future widening of State Highway 98 between Dogwood Road and west of Ollie Avenue within a 148-foot right-of-way per Caltrans' requirements.
- j. Participate on a "fair-share" cost basis to fund the future widening and modifying of the existing traffic signal at the intersection of State Highway 98 and Eady Avenue within a 148-foot right-of-way. Stripe the following intersection traffic lane configurations:
 - k. Two eastbound through traffic lanes on State Highway 98
 - l. One eastbound left-turn traffic lane on State Highway 98
 - m. One eastbound right-turn lane on State Highway 98
 - n. Two westbound through traffic lanes on State Highway 98
 - o. One westbound left-turn traffic lane on State Highway 98
 - p. One westbound right-turn traffic lane on State Highway 98
 - q. One northbound left-turn traffic lane on Eady Avenue
 - r. One northbound combined through and right-turn traffic lane on Eady Avenue
 - s. One southbound left-turn lane on Eady Avenue
 - t. One southbound combined through and right-turn traffic lane on Eady Avenue
- u. Participate in a "fair-share" cost basis to fund the development and implementation of a Traffic Mitigation Monitoring Program (TMMP) to continuously monitor the operating levels of service for S.R. 98 and each of the cumulative traffic impacted intersections. The TMMP would provide the City with an effective tool for tracking cumulative traffic impacts and to ensure that roadways and intersections remain at acceptable levels of service. Should the level of service reach unacceptable levels, the City shall delay the issuance of building permits for any project until the cumulative traffic impact mitigation is completed.
- v. Participate in a "fair-share" cost basis to fund the development and implementation of a Master Computer System at City Hall for synchronizing and monitoring traffic signal and traffic flow on S.R. 98.

73. Fair share cost for roadway improvements will be determined as part of the Riverview Condominium Subdivision Traffic Mitigation Monitoring Plan (TMMP) incorporated herewith that may include but not be limited to the following:

Location	Project + Cumulative Traffic from Other Projects (A.M.+P.M. Peak Hour Trips)	Project Traffic (A.M.+P.M. Peak Hour Trips)	Fair-Share Improvement Contribution	Cost
Modification of existing signal at S.R. 98 and Klope Road	2,146	281	13.10%	

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Modification of existing signal at S.R. 98 and Eady Avenue	1,667	161	9.66%
New traffic signal at S.R. 98 and V.V. Williams	1,650	153	9.28%
Widening of S.R. 98 between Dogwood and Ollie	2,608	425	16.30%
New traffic signal at S.R. 98 and D. Navaro Avenue	1,663	287	17.26%
Implement a Traffic Mitigation Monitoring Program	6,309	642	10.18%
Develop a Master Signal Timing and Synchronization System	6,309	642	10.18%

Public Streets

74. Project Entrance Street shall be subjected to Caltrans approval and encroachment permit requirement. F. Chavez, W. Moreno, Lincoln Street, and A. V. Thielemann shall be dedicated as public street with 60 feet R/W requirement and no private playground area will be allowed into the public R/W area. City standard street landscaping will be required. Additionally a 20' landscaping buffer area along Hwy 98 will be required.

Easement

75. Provide private cross lot access and utilities easement for the commercial lots 1, 2, &3. Driveway access for Lots 3 and 4 will be granted from the Project Entrance Street. No access driveway will be allowed from the private residential street.

a. Drainage Element Conditions

76. The drainage element for all development shall comply with the City's Existing Drainage Facilities as defined in Section 5 of the Adopted Service Area Plan (ASAP August 10, 2006) Report requirement and any modification herein or the current General Plan and its latest amendment.

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77. Integrate retention basin design with the City's master plan of retention basins to accompany the Regional Retention Basin Concept. This will be maintained and setup of a Community Facility District (CFD) for maintenance or in the CC&R of the Home Owners' Association (HOA) for maintenance.
78. Submit a master plan of hydrology/hydraulic calculation and drainage map for review and approval prior to the submittal of the any phase unit map and improvement plans.
79. The developer will be responsible to construct the retention to serve the subdivision according to the current City design standards and criteria (including landscaping, irrigation, and fencing) prior to the issuance of the certificate of occupancy and/or City acceptance. The developer will be responsible to construct connection into the existing Imperial Irrigation Drain or to the All American Canal Drainage System.

a. Sewer Element Conditions

80. Prepare a sewer study and identify the off-site trunk sewer line and size that the subdivision sewer connects to the treatment plant and determine its adequacy.
81. Prepare a sewer master plan that is in accordance with the City's master sewer plan and to ascertain that the in- gravity lines will be able to accommodate the sewer flows generated by the development. The Developer is required to construct all the necessary improvements to provide sewer services to the subdivision. The sewer facilities must be in operation prior to the issuance of any certificate of occupancy.

a. Water Element Conditions

82. Prepare a water master plan (in- tract water line layout and hydraulic calculations) that integrates with the City's development water master plan to insure compliance of the City's current water master plan. The detailed water study shall identify all the improvements required to provide adequate water pressure and redundancy to the subject subdivision. The Developer will be responsible to build all the required improvements.
83. Provide a second connection of proper size at the westside to form a loop connection for the water master plan at A.V. Thielemann to Lincoln Street and T. Mendoza Street.

a. Community Facility District (CFD)-Prior Recordation of any Final Map.

84. A maintenance and operation CFD of the Sub-Regional Retention Basin for drainage will also be required and/or submit a CC& R of a Homeowners' Association to the City for City Attorney's approval.

FEES

85. Pay all applicable fees (i.e. City's Standard Impact Fees, Special Infrastructure Fees, Benefit Assessment Fees, Plan Check and Inspection Fees, etc.) prior to recordation of any final

**CITY COUNCIL RESOLUTION FOR
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maps, pulling of permits, and/or certificate of occupancy as per the City's standard and conditions. In the case of Special Infrastructure fees and Benefit Assessment fees, an initial deposit (20% of the construction cost estimate, or an appropriate estimate as specified in the Agreement) shall be paid and deposited to the City for initial administration and engineering work prior to final confirmation approval of the Tentative Map Resolution by the PLANNING COMMISSION.

Other Pertinent Conditions

86. Any work performed within the UPRR, Imperial County, IID R/W, Caltrans will require an encroachment permit from the applicable agency.
87. The developer shall be responsible for procuring any necessary permits or approvals from regulatory and/or resource agencies.
88. Provide utilities, conduits, and other telecommunications facilities (i.e. cable, fiber optic, etc.) from point "A" to any such facility as determined and approved by the Imperial Valley Telecommunications Authority Manager and to the satisfaction of the Utilities Services Director/City Engineer.
89. Comply with City's Design Procedures and Improvement Standards as updated on December 1, 2005 Design Manual.

SECTION 4: CONDITIONS FOR RECORDATION OF FINAL MAP

90. Final map shall not be approved until developer and city have entered into an agreement, which provides for traffic facilities, emergency services, water and sewer services, and area drainage, and other services specified as needed.
91. Approval is given subject to compliance of final map and improvement drawings with all applicable zoning and subdivision ordinance of the City of Calexico.
92. The necessary improvements as set forth in the approval of the tentative map have been installed and accepted by the city, or provided the subdivider submits satisfactory improvement plans together with the necessary guarantee that the improvements shall be installed.
93. Guarantee for installation of improvements shown on recorded final map shall be by surety bond or letter of credit. Use of real property lien, as guarantee for installation of improvements shown on recorded final map is not permitted, per city policy and/or applicable map act provisions.
94. The required plan and map checking and inspection fees must be paid to all affected divisions/departments/agencies.

CITY COUNCIL RESOLUTION FOR
TENTATIVE TRACT MAP NO. 2007-03

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95. Checking has been completed by the various departments and agencies.
96. Taxes, liens and special assessments have been paid or such payment is guaranteed.
97. All applicable conditions and compliance are in met with the city standards updated December 1, 2005 and all modifications and revisions thereon.

PARKS AND RECREATION SERVICES DEPARTMENT

98. Applicant shall pay applicable park fees.
99. The Home Owner's Association (HOA) shall maintain all landscaped areas including landscaping fronting State Highway 98, open space, water quality basin and all interior plantings.
100. The Home Owner's Association (HOA) shall maintain all block walls and keep them free of graffiti.
101. All interior roads, street signs, street markings, sidewalks, enhanced concrete to be maintained by the Home Owner's Association (HOA).

SECTION 2. That in accordance with State California Subdivision Map Act and requirements of the City of Calexico the following findings for the approval of Tentative Tract Map No. 2007-03 have been made as follows:

1. The proposed subdivision, together with the provisions for the design and improvement, are consistent with the General Plan; Zoning Code; Title 16 of the Municipal Code relating to Subdivisions; and the State Subdivision Map Act.

The design of the subdivision and density of 13 dwelling units per acre are consistent with the General Plan designation. The project is consistent with the designated land use planning area, development and design standards, and all other appropriate requirements contained in the General Plan, Calexico Zoning Code, and Subdivision Map Act.

2. The proposed subdivision is compatible with the objectives, policies, general land uses and programs specified in the General Plan (Government Code Section 66473.5).

The project is consistent with the land use plan, development and design standards and programs, and all other appropriate requirements contained in the General Plan, and Zoning Code. As discussed, the General Plan designates the project site as "Commercial Highway" and "High Density Residential". The Tentative Tract Map is consistent with the City of Calexico General Plan and Zoning Code designations and applicable development and design standards.

CITY COUNCIL RESOLUTION FOR
TENTATIVE TRACT MAP NO. 2007-03

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3. The effects this proposed subdivision is likely to have upon the housing needs of the region, the public service requirements of its residents, and the available fiscal and environmental resources have been considered and balanced.

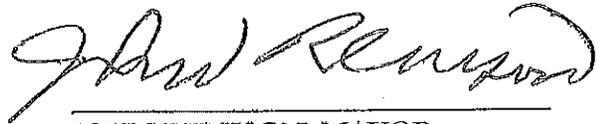
The project is consistent with the City's General Plan and Zoning Code, will provide necessary public services and facilities, will pay all appropriate fees, and will not result in any adverse environmental impact. In addition, mitigation measures have been required which will reduce significant environmental impacts to the level of insignificance.

4. The design of the subdivision provides to the greatest extent possible, for future passive or natural heating or cooling opportunities in the subdivision (Government Code Section 66412.3).

The project will comply with all appropriate conservation requirements of the City and Uniform Building Code.

NOW, THEREFORE, based on the above findings, the City Council of the City of Calexico DOES HEREBY APPROVE Tentative Tract Map No. 2007-03.

PASSED AND ADOPTED by the City Council of the City of Calexico, California, this 10th day of July, 2007.



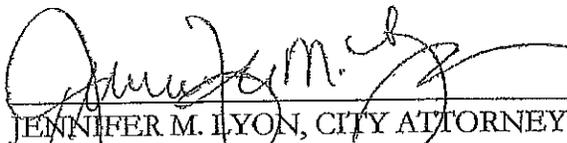
JOHN RENISON, MAYOR

ATTEST:



LOURDES CORDOVA, CITY CLERK

APPROVED AS TO FORM:



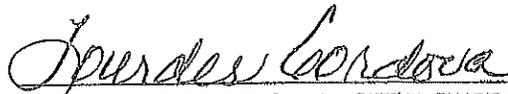
JENNIFER M. LYON, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) SS.
CITY OF CALEXICO)

CITY COUNCIL RESOLUTION FOR
TENTATIVE TRACT MAP NO. 2007-03
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I, LOURDES CORDOVA, AGENCY THE CITY OF CALEXICO, DO HEREBY CERTIFY THAT THE ABOVE FOREGOING RESOLUTION NO. 2007-30, WAS DULY PASSED AND ADOPTED BY THE CITY OF CALEXICO ON THIS 10th DAY OF JULY 2007 BY THE FOLLOWING VOTE TO WIT:

AYES: Ouzan, Renison, Durazo, Fuentes
NOES: None
ABSENT: Pacheco



LOURDES CORDOVA, CITY CLERK

SEAL

 9/6/07
DATE
I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL RECORD ON FILE IN THIS OFFICE.

ORDINANCE NO. 1054

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, APPROVING ZONE CHANGE NO. 2007-05 (PRE-ZONE) TO CHANGE THE ZONING CLASSIFICATION FOR THE RIVERVIEW PROJECT AREA FROM "A-2-U" (GENERAL AGRICULTURE WITH URBAN OVERLAY)" TO "C-H" (COMMERCIAL HIGHWAY), "R-C" (RESIDENTIAL CONDOMINIUM) AND "R-1" (SINGLE-FAMILY RESIDENTIAL) (ZONE CHANGE NO. 2007-04)

WHEREAS, Marvin Mayne, Dat-U-Joe Realty has filed an application to change the Zoning classification for the Riverview project area from "A-2-U (General Agriculture with Urban Overlay)" to "C-H" (Commercial Highway), "R-C" (Residential Condominium) and "R-1" (Single-Family Residential) (Zone Change No. 2007-04). The Riverview project area is located south of Stat Route 98 (SR-98), east of the All-American Canal, and the closest north/south road is David Navarro (D. Navarro) Avenue; and

WHEREAS, the City Council of the City of Calexico has been delegated with the responsibility of making decisions for changes to the approved Zoning Map; and

WHEREAS, the Planning Commission, at its regular meeting on June 11, 2007, held a duly noticed public hearing, and recommended to the City Council approval of Zone Change No. 2007-04 (Resolution No. 2007-21); and

WHEREAS, the City Council held a duly noticed public hearing on July 10, 2007 at which time all interested parties were given an opportunity to address the City Council on these matters; and

WHEREAS, the City Council of the City of Calexico finds that the Zone Change is consistent with the policies and goals of the adopted General Plan, and that in accordance with State Planning and Zoning law and the City of Calexico, the following findings for the approval of a Zone Change have been made.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALEXICO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council has considered the proposed Zone Change No. 2007-04, prior to making a decision to approve the proposed amendment to the Zoning Map. The City Council finds and determines that this project is consistent with the Calexico Municipal Code (CMC) and determines that a Mitigated Negative Declaration is adequate and prepared in accordance with the requirements of the California Environmental Quality Act (CEQA) which analyzes environmental effects, based upon the following findings and determinations.

SECTION 2. That in accordance with State Planning and Zoning law and the City of Calexico the following findings for the approval of Zone Change No. 2007-04 have been made as follows:

CITY COUNCIL ORDINANCE NO. ____

ZONE CHANGE NO. 2007-04

PAGE 2 OF 3

1. The proposed zone change will not be; a) detrimental to the health, safety, comfort or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the City, or b) injurious to the property or improvements in the neighborhood or within the City.

The proposed Zone Change has been analyzed relative to its potential to be detrimental to the health, safety, comfort and welfare of the persons residing or working within the neighborhood of the proposed Zone Change. Staff concluded that the project does not propose land uses, densities, or development patterns that will jeopardize the health and safety of the persons residing or working within the neighborhood of the property. Health, safety, and welfare will not be degraded as a result of this project.

2. The proposed action will be consistent with the Goals, Objectives, and Policies of the General Plan and the development standards established with the Calexico Municipal Code (CMC).

Staff has concluded that the requested Zone Change is consistent with the General Plan's "Commercial Highway" and "High Density Residential" land use designations for the project site. The Zone Change will allow development of a well-balanced and functional mixed-use project comprised of residential, commercial, and recreational uses. This mix of uses is consistent with the goals, objectives, and policies of the General Plan and Zoning designations for the project area.

SECTION 3. The Official Zoning Map of the City shall be amended to reflect Zone Change No. 2007-04. More specifically described as APN Nos. 058-180-008, 058-180-009, 058-180-010, and 058-180-011 and illustrated as shown on Exhibit "C".

SECTION 4. Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other ordinance provisions or clauses or applications therefore which can be implemented without the invalid provision, clause or application, and to this end the provisions and clauses of this ordinance are declared to be severable.

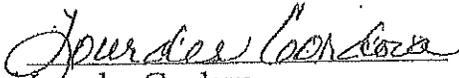
PASSED, APPROVED AND ADOPTED THIS 17th DAY OF JULY, 2007



JOHN RENISON, MAYOR

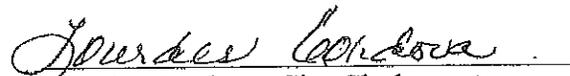
CITY COUNCIL ORDINANCE NO. ____
ZONE CHANGE NO. 2007-04
PAGE 3 OF 3

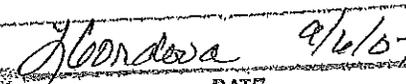
ATTEST:


Lourdes Cordova
City Clerk

I, Lourdes Cordova, City Clerk of the City of Calexico, do hereby certify under penalty of perjury that the foregoing is a true and correct copy of Ordinance No.1054 that was duly and regularly introduced at a special meeting of said City Council held on July 10, 2007 and was adopted by said City Council at a regular meeting held on July 17, 2007, by the following vote:

AYES:	Pacheco, Renison, Durazo, Fuentes
NOES:	None
ABSENT:	Ouzan
ABSTAIN:	None

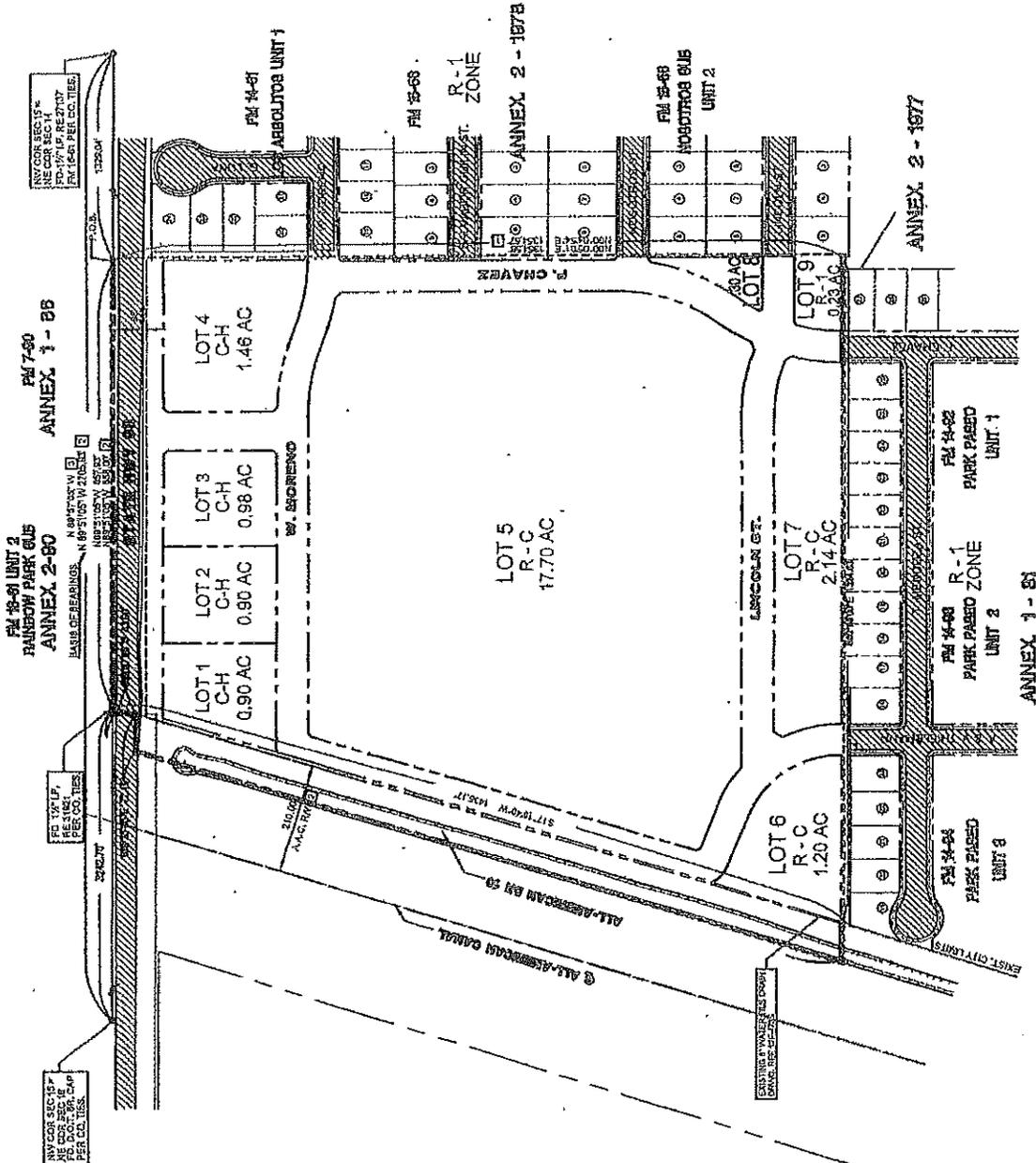

Lourdes Cordova, City Clerk

 7/16/07
DATE
HEREBY CERTIFYING THIS IS A TRUE COPY
OF THE ORIGINAL RECORD ON FILE IN THIS OFFICE.

ZONE CHANGE

IN THE CITY OF CALEXICO, STATE OF CALIFORNIA

SCALE: 1" = 150'



AV COR SEC 15 -
 NE COR SEC 17
 PM 14-81 PER CO. TIES

PM 7-80
 ANNEX 1-88

PM 14-81 UNIT 2
 RAINBOW PARK BUS
 ANNEX 2-80

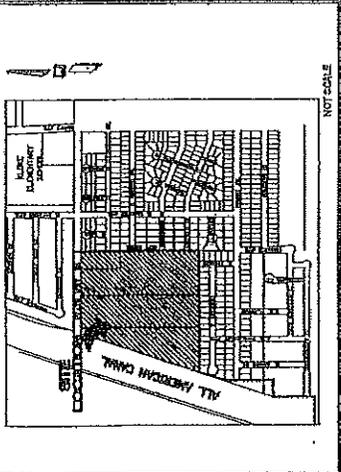
AV COR SEC 15 -
 NE COR SEC 17
 PM 14-81 PER CO. TIES

BJ

ENGINEERING & SURVEYING, INC.
 250 W. MAIN ST. SUITE 200
 CALEXICO, CA 92510
 TEL: (951) 842-2222

ZONE CHANGE
TO THE CITY OF CALEXICO

IN THE CITY OF CALEXICO FILE NO. 05/18/08 DATE 04/21/08
 BY TERRY L. BARRETT, REGISTERED PROFESSIONAL ENGINEER NO. 44888



- LEGEND**
- EXISTING AC PAVEMENT
 - FOUND MONUMENT AS NOTED
 - RECORD DATA PER ANNEXATION 1-81 TO THE CITY OF CALEXICO
 - RECORD DATA PER CALEXICO RECORD OF SUBJECT P&E
 - RECORD DATA PER ANNEXATION 2-80 TO THE CITY OF CALEXICO
 - PROJECT BOUNDARIES
 - RIGHT OF WAY LINE

DESCRIPTION OF LAND USE

EXISTING LAND USE	AREA
A-2 LIMITED AGRICULTURAL - 284.20 AC	284.20 AC
PROPOSED LAND USE:	
RESIDENTIAL SINGLE FAMILY (R-1)	40.23 AC
RESIDENTIAL CONDOMINIUM (R-C)	47.24 AC
COMMERCIAL (C-4)	23.02 AC
DEDICATION TO THE CITY FOR STREET RIGHT OF WAY	26.86 AC
AMERICAN CANAL RIGHT OF WAY	22.17 AC
TOTAL	534.20 AC

PROPOSED LAND USE

LOT NUMBER	AREA
LOT 1	0.80 AC
LOT 2	0.90 AC
LOT 3	0.90 AC
LOT 4	1.48 AC
LOT 5	17.70 AC
LOT 6	1.20 AC
LOT 7	2.14 AC
LOT 8	0.30 AC
LOT 9	0.30 AC

DATE _____

TERRY L. BARRETT, REG. 2847
 EXP. DATE 03/31/2008

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GENERAL CONDITION

1. The applicant shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City, its Official, Officers, Employees, Consultants and Agents from any claim, action, or proceeding against the City, its Official, Officers, Employees, Consultants or Agents to attach, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning the Tentative Condominium Map, which action is brought within the time period provided for in California Government Code Sections 65009 and/or 66499.37, and Public Resources Code Section 21167. The City will promptly notify the Applicant of any such claim, action, or proceeding against the City and will cooperate fully with the defense. If the City fails to promptly notify the Applicant of any such claim, or proceeding, the Applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City.

TENTATIVE CONDOMINIUM MAP No. 2007-03

2. The Tentative Tract Map will expire two (2) years from date of approval unless within that period of time the map has been finalized and appropriate instruments such the CC&R's has been filed and recorded with the County Recorder, or an extension of time is granted by the City of Calexico City Council in accordance with the Subdivision Map Act.
3. The Tentative Tract Map shall comply with the State of California Subdivision Map Act and shall comply with all applicable requirements of the Calexico Municipal Code, Title 16 unless modified by approved Conditions of Approval.
4. Prior to final certificate of occupancy of Tentative Tract Map, the improvements specified herein and approved by the Planning Commission and the City Council shall be installed, or agreements for said improvements, shall be submitted to the City for approval by the City Engineer, and all other stated conditions shall be complied with. All uncompleted improvements must be bonded for as part of the agreements.
5. Prior to the first certificate of occupancy the applicant shall prepare and record CC&R's against the condominium complex. The CC&R's shall be reviewed and approved by the Development Services Director or Designee and the City Attorney. The CC&R's shall include methods of maintaining common areas, parking and drive aisle areas, landscaped areas including parkways, and methods for common maintenance of all underground, and above ground utility infrastructure improvements necessary to support the complex. In addition, CC&R's shall established methods to address design improvements.
6. No unit in the development shall be sold unless a corporation, association, property owner's group or similar entity has been formed with the right to financially assess all properties individually owned or jointly owned which have any rights or interest in the use of the common areas and common facilities in the development, such assessment power to be sufficient to meet the expenses of such

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entity, and with authority to control, and duty to maintain, all said mutually available features of the development. Such entity shall operate under recorded CC&R's which shall include compulsory membership of all owners of lots and/or dwelling units and flexibility of assessments to meet changing costs of maintenance, repairs, and services. Recorded CC&R's shall permit enforcement by the City for provisions required as Conditions of Approval. The developer shall submit evidence of compliance with this requirement to, and receive approval of, the City prior to making any such sale. This condition shall not apply to land dedicated to the City for public purposes.

7. Provisions to restrict parking upon other than approved and developed parking spaces shall be written into the covenants, conditions and restrictions for each project.
8. Membership in the Home Owner's Association shall be mandatory for each buyer and any successive buyer.
9. Reciprocal covenants, conditions, and restrictions and reciprocal maintenance agreements shall be established which will cause a merging of all development phases as they are completed, and embody one (1) homeowner's association with common area for the total development of the subject project.
10. All open space, landscaping, and parkway areas shall be maintained by the Home Owner's Association.
11. In the event the association or other legally responsible person(s) fail to maintain said common area in such a manner as to cause same to constitute a public nuisance, said City may, upon proper notice and hearing, institute summary abatement procedures and impose a lien for the costs of such abatement upon said common area, individual units or whole thereof as provided by law.
12. Each unit owner shall have full access to commonly owned areas, facilities and utilities.
13. The applicant shall continue to comply with those mitigation measures identified in the Mitigation Monitoring Program adopted with Mitigated Negative Declaration No. 2007-02.
14. The project shall comply with the all applicable requirements of the Calexico Municipal Code; Title 17 unless modified by approved Conditions of Approval.
15. The applicant shall at all times comply with Noise Control Ordinance of the Calexico Municipal Code.

RESIDENTIAL DESIGN REVIEW No. 2007-01

16. The Residential Design Review will lapse and be void unless building permits are issued within one (1) year of City Council approval. The Development Services Director may grant an extension of time of up to one (1) year per extension, prior to the expiration of the initial Design Review

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approval. Application for a time extension must be submitted to the City of Calexico one (1) month prior to the expiration date.

17. Conditions of Approval shall be reproduced on page one of building plans submitted to the Building Division Plan Check. All Conditions of Approval shall be met prior to the issuance of a Certificate of Occupancy and release of utilities.
18. All site improvements approved with this request shall be constructed as indicated on the approved site plan and elevations. Revisions to approved site plans or building elevations shall be subject to the review of the Development Services Director. All plans submitted for Building Division Plan Check shall conform to the submitted plans as modified by Conditions of Approval, or the Planning Commission/City Council through subsequent action.
19. All roof mounted or ground support air conditioning units or other mechanical equipment incidental to development shall be architecturally screened or shielded by landscaping so that they are not visible from neighboring property or public streets. Any material covering the roof equipment shall match the primary wall color.
20. All exterior on-site lighting shall be shielded and directed on-site so as not to create glare onto neighboring property and streets or allow illumination above the horizontal plane of the fixture. All light fixtures shall match the architectural style of the building.
21. Trash enclosures shall be constructed per City standards as approved by the Development Services Director or Designee.
22. No exterior roof ladders shall be permitted, unless approved by the Calexico Fire Department.
23. Applicant shall use roofing materials with Class "A" fire rating.
24. The Planning Division shall approve the location of any construction trailers utilized during construction. All construction trailers shall require a permit processed through the Planning Division.
25. Materials and colors depicted on the plans and materials board shall be used unless modified by the Development Services Director or designee.
26. On-site surface drainage shall not cross sidewalks.
27. All exposed slopes in excess of three feet (3') in height shall have a permanent irrigation system and erosion control vegetation installed, approved by the Planning Division.

PRIOR TO BUILDING/GRADING PERMITS

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28. Prior to issuance of any grading permit or building permits, the applicant shall sign and complete an "Acknowledgement of Conditions" form and shall return the executed original to the Planning Division for inclusion in the case records.
29. Prior to the commencement of grading operations, the applicant shall provide a map of all proposed haul routes to be used for movement of dirt material. Such routes shall be subject to the review and approval of the City Engineer. A bond may be required to pay for damages to the public right-of-way, subject to the approval of the City Engineer.
30. A Final Landscaping/Irrigation Detail Plan shall be submitted, reviewed and approved by the Development Services Director or designee, prior to issuance of building permit.
- a. All planting areas shall have permanent and automatic sprinkler system with 100% plant and grass coverage using a combination of drip and conventional irrigation methods.
 - b. Applicant shall plant street trees, selected from the City's Street Tree List, a maximum of forty feet (40) apart and at least twenty-four-inch (24") box in size.
 - c. All planting areas shall be separated from paved areas with a six inch (6") high and six inch (6") wide concrete curb.
 - d. Planting within fifteen feet (15') of ingress/egress points shall be no higher than thirty-six inches (36").
 - e. Landscape planters shall be planted with an appropriate parking lot shade tree to provide for 50% parking lot shading in fifteen (15) years.
 - f. Any transformers and mechanical or electrical equipment shall be indicated on landscape plan and screened as part of the landscaping plan.
 - g. All landscape improvements shall be HOA maintained from installation sign-off by the City.
 - h. All landscaping and irrigation shall be installed within affected portion of any phase at the time a Certificate of Occupancy is requested for any building. All planting areas shall include plantings in the Xeriscape concept, drought tolerant grasses and plants.
 - i. Final landscape plan must be consistent with approved site plan/landscape plan.
 - j. The project shall include a minimum of thirty-five trees per gross acre. Twenty percent shall be twenty-four inch box size or larger, seventy percent shall be fifteen gallon size and ten percent shall be five gallon size.

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- k. Final landscape plans to include planting and irrigation details.
31. Applicant shall comply with the requirements of the Imperial Irrigation District (IID). Proof shall be presented to the Chief Building Official prior to issuance of building permits and final approval.
32. Prior to issuance of building permits, applicant shall provide assurance that all required fees to the Calexico Unified School District have been paid.
33. Prior to issuance of building permits, applicant shall provide assurance that all requirements of the City of Calexico Fire Department have been met.
34. Prior to issuance of building permits, applicant shall provide assurance that all requirements of the City of Calexico Police Department have been met. Refer to attached memorandum from the Calexico Police Department.
35. Prior to the issuance of building permits, applicant shall provide assurance that all requirements of the City of Calexico Administrative Services Department have been met (i.e. Community Facilities District, Lighting and Landscape Maintenance District, etc.).

PRIOR TO ISSUANCE OF A BUILDING PERMIT

36. The Home Owner's Association shall be established prior to the occupancy release of the first dwelling unit.

ENGINEERING

GENERAL CONDITIONS

37. Improve or guarantee the necessary street improvements in conformance with the project and/or corridor traffic study that will mitigate potential traffic impacts to include: all the specific conditions and the mitigation measures as specified herein and the mitigation monitoring program.
38. Improve or guarantee the improvement of the necessary water and sewer line upgrade and/or extensions from the city of Calexico to service the proposed project at the expense of the developer based on the updated Service Area Plan to the satisfaction of the City Engineer.
39. Dedicate the necessary right-of-way and land to the appropriate jurisdictions (i.e., street, park dedication, etc.) as shown in the subdivision tentative map and/or as required to the satisfaction of the City Engineer.
40. Create a financing mechanism (assessment district and/or maintenance district) to support the ongoing maintenance of the parks, schools, landscaping, lighting and regional drainage services, storm water retention system facilities, fire/police services.

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41. Prior to submittal of any improvement plan for plan check, geotechnical study and soils report of the project site shall be conducted to the satisfaction of the City Engineer. An approved copy of the geotechnical study and soils report, in accordance with the subdivision map act, applicable coeds, and city standards, shall be submitted with the improvement plans.
42. The developer shall submit and receive an NPDES permit from the regional water quality control board in accordance with a storm water pollution prevention plan approved by the City Engineer. The storm water pollution prevention plan shall include best management practices (BMP's).
43. A site specific drainage study in conformance with the sub-regional stormwater retention system shall be conducted by a registered hydraulic engineer and submitted for review and approval by the city and IID. The drainage study may incorporate temporary retention basins; however, the design of the drainage system shall be in conformance with the City's sub-regional stormwater retention system.
44. Any temporary relocation of private or IID canals and drainage ditches shall be approved by IID.
45. All retention facilities and drainage improvements shall be installed to the satisfaction of the City Engineer.
46. Temporary retention basin(s) shall be required to retain all the appropriate runoff of the entire area (streets and lots) until a regional storm drain facility becomes available. The cost of the temporary retention basin shall be the responsibility of the developer. The temporary retention basin(s) shall be sized for a 100-year/24-hour storm and bonded for removal to the satisfaction of the City Engineer.
47. Prior to submittal of improvement plans, the applicant shall provide the following master plans, to the satisfaction of the City Engineer:
 - a. Water master plan (including domestic and fire flow analysis)
 - b. Sewer master plan (including sewer capacity flow and calculations)
 - c. Drainage master plan (including both hydrology and hydraulic calculations)
 - d. Street classification and traffic circulation master plan
 - e. Master Utilities plan as required by other jurisdictions.
48. All Master plans and improvements plans shall be in conformance with chapter III of the city standards entitled "City of Calexico Design Procedures and Improvement Standards" updated December 1, 2005 herein called City Standards and any subsequent revisions and modifications and as specified in these conditions.
49. Fire hydrants shall be placed not more than 300 ft apart and nor more than 300 ft from buildings.

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50. The developer shall participate in the project's pro-rated share of the costs for the improvement of the Mitigated Measures as identified in the EIR/MND, or at the discretion of the City of Calexico, be responsible for the improvement of the portion of the improvement identified in the Technical Study, and/or Benefit Area Assessment.

STREET IMPROVEMENTS AND TRAFFIC CIRCULATION

51. Primary arterials, collectors, and local site access streets of applicable street right-of-way widths shall be dedicated.
52. Improve or guarantee the improvement of road improvements and participate in a fair share contribution, as per requirements of the tentative map and the specific conditions. The road improvements and fees for primary arterials and collector streets shall be in accordance with the City of Calexico service area plan, benefit assessment areas, special infrastructure fee, and impact fee program to the satisfaction of the City Engineer.
53. Developer shall retain qualified California registered civil engineer for design services in accordance with the City Standards.
54. Improvement plans, record maps, traffic control plans, and intersection "stop" sign control plans for all interior streets shall be prepared to the satisfaction of the City Engineer.

BONDS AND SURETY

55. Prior to the submittal of bonds, the applicant/developer/design engineer shall submit construction cost estimate for all required improvements using City's provided unit cost items and standards for review and approval.
56. The developer shall submit and provide all required improvement bonds and surety to the satisfaction of the City Engineer.

IMPACT FEES AND FAIR SHARE ASSESSMENT FEES

57. The developer shall document and make payment of development impact fees for police services in accordance with the CITY COUNCIL adopted standards (2006-2007) and formulas (City Ordinance 1036) that are in effect at the time.
58. The developer shall document and make payment of development impact fees for fire protect services in accordance with the CITY COUNCIL adopted standards (2006-2007) and formulas (City Ordinance 1036) that are in effect at the time, to the satisfaction of the City Manager.
59. The developer shall document and make payment of school impact fees for Calexico Unified School District, as determined by state law, to the satisfaction of the Calexico Unified School District.

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60. The developer shall document and make payment of development impact fees for park facilities and services in accordance with the CITY COUNCIL adopted standards (2006-2007 City Ordinance 1036).
61. The developer shall document and make payment of development impact fees for library facilities and services in accordance with the CITY COUNCIL adopted standards (2006-2007) and formulas (City Ordinance 1036) that are in effect at the time, to the satisfaction of the City Manager.
62. The developer shall document and make payment of development impact fees for street, sewer and water facilities and other administrative services, in accordance with the CITY COUNCIL adopted standards (2006-2007) and formulas (City Ordinance 1036) that are in effect at the time, to the satisfaction of the City Manager.

FAIR SHARE FEES

63. The developer shall pay for all applicable fees. These fees shall included but not be limited to impact fees, special infrastructure fees, benefit area assessment fees, and engineering plan check and inspection fees as determined and conditioned therein.
64. In addition to the required development impact fees for streets, water, sewer, police, fire, library, school and utility improvements, the developer shall participate in project's prorated share of the costs identified in the SPECIFIC CONDITIONS.

NOISE

65. A detailed acoustical analysis shall be conducted for residential uses within the vicinity of CNEL 60 DB or higher noise conditions; for office and professional buildings and recreational INDUSTRIAL facilities within 65 DB or higher conditions; and all other land uses, except agriculture, within 70 DB or high noise conditions. The developer shall construct sound walls or berms along major thoroughfares or provide other noise attenuation in order to achieve the general plan interior and exterior noise standards.

UTILITIES

66. The developer shall coordinate with the IID regarding the location, financing, designing, and phasing of required on-site electrical facilities.
67. The developer shall pay for the necessary upsizing of the water and/or sewer pipeline in order to connect into the existing water and/or sewer collection system.

SCHOOL

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68. The project shall dedicate or pay a fee in-lieu of school site dedication in accordance with guidelines set by California Department of Education. Mitigation of school impact shall be documented by "Developer Agreement" executed by School District and Developer.
- i. Note: Executed agreement shall be available prior to certification of resolutions for project approval.
 - ii. Industrial and/or commercial developments may be exempted from this provision of the requirement. The developer or his representative is require to obtain written conformation from the School District.

SPECIFIC CONDITIONS

b. Street Circulation Element Conditions

69. Other City Wide Street Circulation Impacts

70. To mitigate traffic impacts from the proposed project, cumulative projects and future Year 2035 traffic, the following traffic improvements are required:

Direct Project Traffic Impacts

71. Widen and fully improve south of the centerline of State Highway 98 along the entire project frontage of Riverview Condominium Project site as a Principal Arterial Highway within a 148-foot right-of-way per Caltrans' requirements.

72. Construct the project site access entrance on State Highway 98 per Caltrans' requirements.

73. Limit the number of condominium dwelling units to 180 units and fully build the commercial development for the initial phase of the project development before the completion of the widening of State Route 98 from 2 lanes to 4 lanes. Develop, on a "fair-share, reimbursement agreement basis", a Traffic Mitigation Monitoring Program (TMMP) to continuously monitor the operating levels of service for State Route 98 and each of the cumulative traffic impacted intersections along State Route 98. The TMMP is an effective tool for the City to track unused traffic capacity on the existing 2-lane segment of State Route 98. The City may continue issuing additional building permits for the remaining 160 dwelling units until State Route 98 reaches a critical level of service or when State Route 98 has completed its widening program.

Cumulative Projects Plus Year 2030 Traffic Impacts

- a. Participate on a "fair-share" cost basis to fund the future widening and traffic signalization of the intersection of State Highway 98 and D. Navaro Avenue within a 148-foot right-of-way. Stripe the following intersection traffic lane configurations:

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Two eastbound through traffic lanes on State Highway 98
One eastbound left-turn traffic lane on State Highway 98
One eastbound right-turn lane on State Highway 98
Two westbound through traffic lanes on State Highway 98
One westbound left-turn traffic lane on State Highway 98
One westbound right-turn traffic lane on State Highway 98
One southbound left-turn lane on D. Navaro Avenue
One southbound combined through and right-turn traffic lane on D. Navaro Avenue
One northbound combined through and right-turn traffic lane on D. Navaro Avenue
One northbound left-turn lane on D. Navaro Avenue

- b. Participate on a "fair-share" cost basis to fund the future widening and modifying existing traffic signal at the intersection of State Highway 98 and Kloke Road within a 148-foot right-of-way. Stripe the following intersection traffic lane configurations:

Two eastbound through traffic lanes on State Highway 98
One eastbound left-turn traffic lane on State Highway 98
One eastbound right-turn lane on State Highway 98
Two westbound through traffic lanes on State Highway 98
One westbound left-turn traffic lane on State Highway 98
One westbound right-turn traffic lane on State Highway 98
One southbound through traffic lanes on Kloke Road
Two southbound left-turn traffic lanes on Kloke Road
One southbound combined through and right-turn traffic lane on Kloke Road
One northbound left-turn traffic lane on Kloke Road
One northbound through traffic lane on Kloke Road
One northbound combined through and right turn traffic lane on Kloke Road

- c. Participate on a fair-share basis to fund the future widening and traffic signalization of the intersection of State Highway 98 and V.V. Williams within a 148-foot right-of-way. Stripe the following intersection traffic lane configurations:
- d. Two eastbound through traffic lanes on State Highway 98
- e. One eastbound left-turn lane on State Highway 98
- f. Two westbound through traffic lanes on State Highway 98
- g. One westbound right-turn traffic lane on State Highway 98
- h. One southbound combined through, left-turn and right-turn traffic lane on V.V. Williams
- i. Participate on a "fair-shate" cost basis to fund the future widening of State Highway 98 between Dogwood Road and west of Ollie Avenue within a 148-foot right-of-way per Caltrans' requirements.
- j. Participate on a "fair-shate" cost basis to fund the future widening and modifying of the existing traffic signal at the intersection of State Highway 98 and Eady Avenue within a 148-foot right-of-way. Stripe the following intersection traffic lane configurations:
- k. Two eastbound through traffic lanes on State Highway 98

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- l. One eastbound left-turn traffic lane on State Highway 98
- m. One eastbound right-turn lane on State Highway 98
- n. Two westbound through traffic lanes on State Highway 98
- o. One westbound left-turn traffic lane on State Highway 98
- p. One westbound right-turn traffic lane on State Highway 98
- q. One northbound left-turn traffic lane on Eady Avenue
- r. One northbound combined through and right-turn traffic lane on Eady Avenue
- s. One southbound left-turn lane on Eady Avenue
- t. One southbound combined through and right-turn traffic lane on Eady Avenue
- u. Participate in a "fair-share" cost basis to fund the development and implementation of a Traffic Mitigation Monitoring Program (TMMP) to continuously monitor the operating levels of service for S.R. 98 and each of the cumulative traffic impacted intersections. The TMMP would provide the City with an effective tool for tracking cumulative traffic impacts and to ensure that roadways and intersections remain at acceptable levels of service. Should the level of service reach unacceptable levels, the City shall delay the issuance of building permits for any project until the cumulative traffic impact mitigation is completed.
- v. Participate in a "fair-share" cost basis to fund the development and implementation of a Master Computer System at City Hall for synchronizing and monitoring traffic signal and traffic flow on S.R. 98.

74. Fair share cost for roadway improvements will be determined as part of the Riverview Condominium Subdivision Traffic Mitigation Monitoring Plan (TMMP) incorporated herewith that may include but not be limited to the following:

Location	Project + Cumulative Traffic from Other Projects (A.M.+P.M. Peak Hour Trips)	Project Traffic (A.M.+P.M. Peak Hour Trips)	Fair-Share Improvement Contribution Cost
Modification of existing signal at S.R. 98 and Kloke Road	2,146	281	13.10%
Modification of existing signal at S.R. 98 and Eady Avenue	1,667	161	9.66%
New traffic signal at S.R. 98 and V.V. Williams	1,650	153	9.28%

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Widening of S.R. 98 between Dogwood and Ollie	2,608	425	16.30%
New traffic signal at S.R. 98 and D. Navaro Avenue	1,663	287	17.26%
Implement a Traffic Mitigation Monitoring Program	6,309	642	10.18%
Develop a Master Signal Timing and Synchronization System	6,309	642	10.18%

Public Streets

75. Project Entrance Street shall be subjected to Caltrans approval and encroachment permit requirement. F. Chavez, W. Moreno, Lincoln Street, and A. V. Thielemann shall be dedicated as public street with 60 feet R/W requirement and no private playground area will be allowed into the public R/W area. City standard street landscaping will be required. Additionally a 20' landscaping buffer area along Hwy 98 will be required.

Easement

76. Provide private cross lot access and utilities easement for the commercial lots 1, 2, &3. Driveway access for Lots 3 and 4 will be granted from the Project Entrance Street. No access driveway will be allowed from the private residential street.

a. Drainage Element Conditions

77. The drainage element for all development shall comply with the City's Existing Drainage Facilities as defined in Section 5 of the Adopted Service Area Plan (ASAP August 10, 2006) Report requirement and any modification herein or the current General Plan and its latest amendment.
78. Integrate retention basin design with the City's master plan of retention basins to accompany the Regional Retention Basin Concept. This will be maintained and setup of a Community Facility District (CFD) for maintenance or in the CC&R of the Home Owners' Association (HOA) for maintenance.
79. Submit a master plan of hydrology/hydraulic calculation and drainage map for review and approval prior to the submittal of the any phase unit map and improvement plans.

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80. The developer will be responsible to construct the retention to serve the subdivision according to the current City design standards and criteria (including landscaping, irrigation, and fencing) prior to the issuance of the certificate of occupancy and/or City acceptance. The developer will be responsible to construct connection into the existing Imperial Irrigation Drain or to the All American Canal Drainage System.

a. Sewer Element Conditions

81. Prepare a sewer study and identify the off-site trunk sewer line and size that the subdivision sewer connects to the treatment plant and determine its adequacy.
82. Prepare a sewer master plan that is in accordance with the City's master sewer plan and to ascertain that the in- gravity lines will be able to accommodate the sewer flows generated by the development. The Developer is required to construct all the necessary improvements to provide sewer services to the subdivision. The sewer facilities must be in operation prior to the issuance of any certificate of occupancy.

a. Water Element Conditions

83. Prepare a water master plan (in- tract water line layout and hydraulic calculations) that integrates with the City's development water master plan to insure compliance of the City's current water master plan. The detailed water study shall identify all the improvements required to provide adequate water pressure and redundancy to the subject subdivision. The Developer will be responsible to build all the required improvements.
84. Provide a second connection of proper size at the westside to form a loop connection for the water master plan at A.V. Thielemann to Lincoln Street and T. Mendoza Street.

a. Community Facility District (CFD)-Prior Recordation of any Final Map.

85. A maintenance and operation CFD of the Sub-Regional Retention Basin for drainage will also be required and/or submit a CC& R of a Homeowners' Association to the City for City Attorney's approval.

Fees

86. Pay all applicable fees (i.e. City's Standard Impact Fees, Special Infrastructure Fees, Benefit Assessment Fees, Plan Check and Inspection Fees, etc.) prior to recordation of any final maps, pulling of permits, and/or certificate of occupancy as per the City's standard and conditions. In the case of Special Infrastructure fees and Benefit Assessment fees, an initial deposit (20% of the construction cost estimate, or an appropriate estimate as specified in the Agreement) shall be paid and deposited to the City for initial administration and engineering work prior to final confirmation approval of the Tentative Map Resolution by the PLANNING COMMISSION.

CONDITIONS OF APPROVAL FOR
ANNEXATION NO. 2007-01, ZONE CHANGE NO. 2007-04, TENTATIVE TRACT MAP
NO. 2007-03, RESIDENTIAL DESIGN REVIEW NO. 2007-01, AND
MITIGATED NEGATIVE DECLARATION NO. 2007-02 FOR
UNIFORM APPLICATION NO. 2004-45
"RIVERVIEW"

Other Pertinent Conditions

87. Any work performed within the UPRR, Imperial County, IID R/W, Caltrans will require an encroachment permit from the applicable agency.
88. The developer shall be responsible for procuring any necessary permits or approvals from regulatory and/or resource agencies.
89. Provide utilities, conduits, and other telecommunications facilities (i.e. cable, fiber optic, etc.) from point "A" to any such facility as determined and approved by the Imperial Valley Telecommunications Authority Manager and to the satisfaction of the Utilities Services Director/City Engineer.
90. Comply with City's Design Procedures and Improvement Standards as updated on December 1, 2005 Design Manual.

SECTION 4: CONDITIONS FOR RECORDATION OF FINAL MAP

91. Final map shall not be approved until developer and city have entered into an agreement, which provides for traffic facilities, emergency services, water and sewer services, and area drainage, and other services specified as needed.
92. Approval is given subject to compliance of final map and improvement drawings with all applicable zoning and subdivision ordinance of the City of Calexico.
93. The necessary improvements as set forth in the approval of the tentative map have been installed and accepted by the city, or provided the subdivider submits satisfactory improvement plans together with the necessary guarantee that the improvements shall be installed.
94. Guarantee for installation of improvements shown on recorded final map shall be by surety bond or letter of credit. Use of real property lien, as guarantee for installation of improvements shown on recorded final map is not permitted, per city policy and/or applicable map act provisions.
95. The required plan and map checking and inspection fees must be paid to all affected divisions/departments/agencies.
96. Checking has been completed by the various departments and agencies.
97. Taxes, liens and special assessments have been paid or such payment is guaranteed.
98. All applicable conditions and compliance are in met with the city standards updated December 1, 2005 and all modifications and revisions thereon.

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ANNEXATION NO. 2007-01, ZONE CHANGE NO. 2007-04, TENTATIVE TRACT MAP
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PARKS AND RECREATION SERVICES DEPARTMENT

100. Applicant shall pay applicable park fees.
101. The Home Owner's Association (HOA) shall maintain all landscaped areas including landscaping fronting State Highway 98, open space, water quality basin and all interior plantings.
102. The Home Owner's Association (HOA) shall maintain all block walls and keep them free of graffiti.
103. All interior roads, street signs, street markings, sidewalks, enhanced concrete to be maintained by the Home Owner's Association (HOA).

Planning Commission Approved
June 11, 2007

APPROVED

City Council Approved