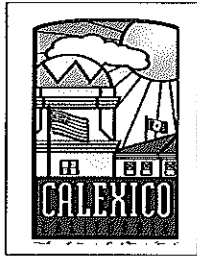


AGENDA  
ITEM

**2**



# AGENDA STAFF REPORT

**DATE:** December 23, 2020

**TO:** Mayor and City Council

**APPROVED BY:** Miguel Figueroa, City Manager *MF*

**PREPARED BY:** J. Carlos Romero, Acting City Engineer

**SUBJECT:** Request to Release Lien and Agreements for Rancho Norte PH1 - Toys "R" Us (TRU)

=====

## Recommendation:

It is City Staff recommendation for City Council to authorize City Manager to sign the following three (3) documents on the behalf of the City Council listed below, and authorize City Staff to file these documents at the Imperial County Recorder's Office:

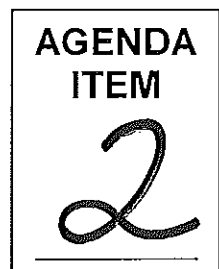
- A. Release of Real Property Lien and Contract for Improvements in Public Rights of Way.
- B. Release of Development Conditions.
- C. Release of Surety Agreement Acknowledgement.

## Background:

The release of these three (3) documents is requested by Christian F. Moratschek, Benesch-Attorneys at Law, on his letter dated December 1, 2020 (Attachment A1) on behalf of Toys "R" Us, for TRU to sell their Ground Leasehold Interest that they have on said site, free of any encumbrances.

The release will be applicable to the area identified as APN 059-010-036 (formerly the TRU Site Area) as indicated on the above-mentioned request and as shown on a copy of the Final Map for the Rancho Norte Subdivision Phase 1 (Attachment A2).

Per the Subdivision Map Act of the State of California, a Real Property Lien is an instrument that is allowed to be recorded as a security to guarantee the construction of the improvements needed and required to serve the new lots created by said subdivision.



Other instruments of security improvements allowed by the State are: Improvements Bonds, Letters of Credit, and the actual construction of the improvements, which is partially the case for the subject matter is this staff report.

The Final Map for the Rancho Norte Subdivision Phase 1 was recorded along with three (3) documents on August 24, 1993, as listed below, to secure and commit the installation of the corresponding Improvements.

1. A document titled Real Property Lien and Contract for Improvements in Public Rights of Way recorded in BK 1742, PG 1393, Instrument No. 93020220, in the Imperial County Recorder's Office (Attachment A3).
2. A document titled Development Conditions recorded in BK 1742, PG 1386, Instrument No. 93020221, in the Imperial County Recorder's Office (Attachment A4).
3. A Document titled Subdivision Surety Agreement – Acknowledgment recorded in BK 1742, PG 1386, Instrument No. 93020219, in the Imperial County Recorder's Office (Attachment A5).

**Discussion and Analysis:**

City Staff recommends the release of said three (3) documents, considering the street improvements and underground utilities (aka off-site improvements) were installed and completed on Yourman Road along the frontage of the TRU project site.

The three (3) recorded documents listed above under Item 2, will remain in effect and applicable to the remaining Areas of the Rancho North Subdivision Phase 1.

**Fiscal Impact:**

There is no adverse fiscal impact to the City of Calexico expected or anticipated by the filing of the release.

There would be potential fiscal impact to the City of Calexico through the generation of sales taxes derived from the new potential business operations that would purchase the ground leasehold interest from TRU.

**Attachment(s):**

1. Letter from Christian F. Moratschek, Benesch-Attorneys at Law dated December 1, 2020.
2. Copy of the Final Map for the Rancho Norte Subdivision Phase 1.

3. Real Property Lien and Contract for Improvements in Public Rights of Way recorded in BK 1742, PG 1393, Instrument No. 93020220, in the Imperial County Recorder's Office.
4. Development Conditions recorded in BK 1742, PG 1386, Instrument No. 93020221, in the Imperial County Recorder's Office.
5. Subdivision Surety Agreement – Acknowledgment recorded in BK 1742, PG 1386, Instrument No. 93020219, in the Imperial County Recorder's Office.

Attachment 1

Letter from Christian F. Moratschek, Benesch-Attorneys at Law  
dated December 1, 2020



Chris F. Moratschek  
 200 Public Square, Suite 2300  
 Cleveland, Ohio 44114-2378  
 Direct Dial: 216.363.4679  
 Fax: 216.363.4588  
 cmoratschek@beneschlaw.com

December 1, 2020

VIA EMAIL ONLY

Miguel Figueroa  
 City Manager  
 City of Calexico, CA  
 Email: [mfigueroa@calexico.ca.gov](mailto:mfigueroa@calexico.ca.gov)

J. Carlos Romero  
 Acting City Engineer  
 City of Calexico, CA  
 Email: [jcrproterraus@gmail.com](mailto:jcrproterraus@gmail.com)

Re: Partial Release of Liens (as defined herein) held by the City of Calexico (the "City") for 2600 Rockwood Avenue, Calexico, CA 92231 (APN: 059-010-036) (the "TRU Property") in connection with a Lease dated August 16, 1993 by and between David King Chee, a married man as his sole and separate property ("Landlord", as successor-in-interest to Rajinder K. Sharma and Saroj B. Sharma) and TRU 2005 RE I, LLC, a Delaware limited liability company ("TRU" as successor-in-interest to Toys "R" US, Inc.) as amended by that certain First Amendment to Lease dated September 13, 1994 (collectively, the "Lease")

To Whom It May Concern:

Please note that we represent TRU in connection with the TRU Property. Pursuant to our prior discussions, the TRU Property is presently encumbered by the following documents: (i) Subdivision Security Agreement recorded on August 24, 1993, in the Official Records of Imperial County, California, as Document No. 93020219 in Book 1742, Page 1386; (ii) Real Property Lien and Contract for Improvements in Public Right-of-Way recorded on August 24, 1993, in the Official Records of Imperial County, California, as Document No. 93020220 in Book 1742, Page 1393; and (iii) Development Conditions recorded on August 24, 1993, in the Official Records of Imperial County, California, as Document No. 93020221 in Book 1742, Page 1401 (collectively, the "Liens").

As we have explained to you, TRU is under contract to sell its ground leasehold interest in the TRU Property to a buyer (the "Buyer") that intends on redeveloping the TRU Property. However, in order to proceed with the purchase, the Buyer is requiring that the City release the Liens that currently encumber the TRU Property. The Liens were put in place to ensure completion of improvements required by the City in connection with the original development of the TRU Property and adjacent real property. It's our understanding that such improvements have been completed with respect to the TRU Property.

By way of this letter, TRU is requesting that the City: (i) acknowledge and confirm that the improvements required to be installed and constructed pursuant to the Liens for, or for the benefit of, the TRU Property, have been completed; and (ii) execute and record a partial release of the Liens so that the same no longer encumber the TRU Property in a form satisfactory to TRU, as well as ensure that the REA Easement Rights (as defined below) over the adjacent real property that will remain encumbered by the Liens are adequately protected and would not be wiped out as to the TRU Property in any enforcement action taken by the City pursuant to the Liens. The term "REA Easement Rights" means any and all rights that benefit the TRU Property that are contained in that certain Reciprocal Easement and Operating Agreement recorded on August 30, 1993, in the Official Records of Imperial County, California as Document No. 93020753 in Book 1743, Page 771 (e.g., cross-access easements, etc. as to future development).

As we explained on the call, we very much appreciate your willingness to work with us on an expedited timeframe. Please continue to push to have this on the December 2nd agenda, so that we can be on the agenda for the Calexico City Council meeting on December 16<sup>th</sup>. It is imperative to our Buyer that this be finalized in 2020, so we appreciate your cooperation here.

Please do not hesitate to contact me if you have any questions.

Very Truly Yours,

BENESCH FRIEDLANDER COPLAN &  
 ARONOFF, LLP

Christian F. Moratschek

cc: Sam Mintzer  
 Mariam Keramati  
 Pat Brady

Attachment 2

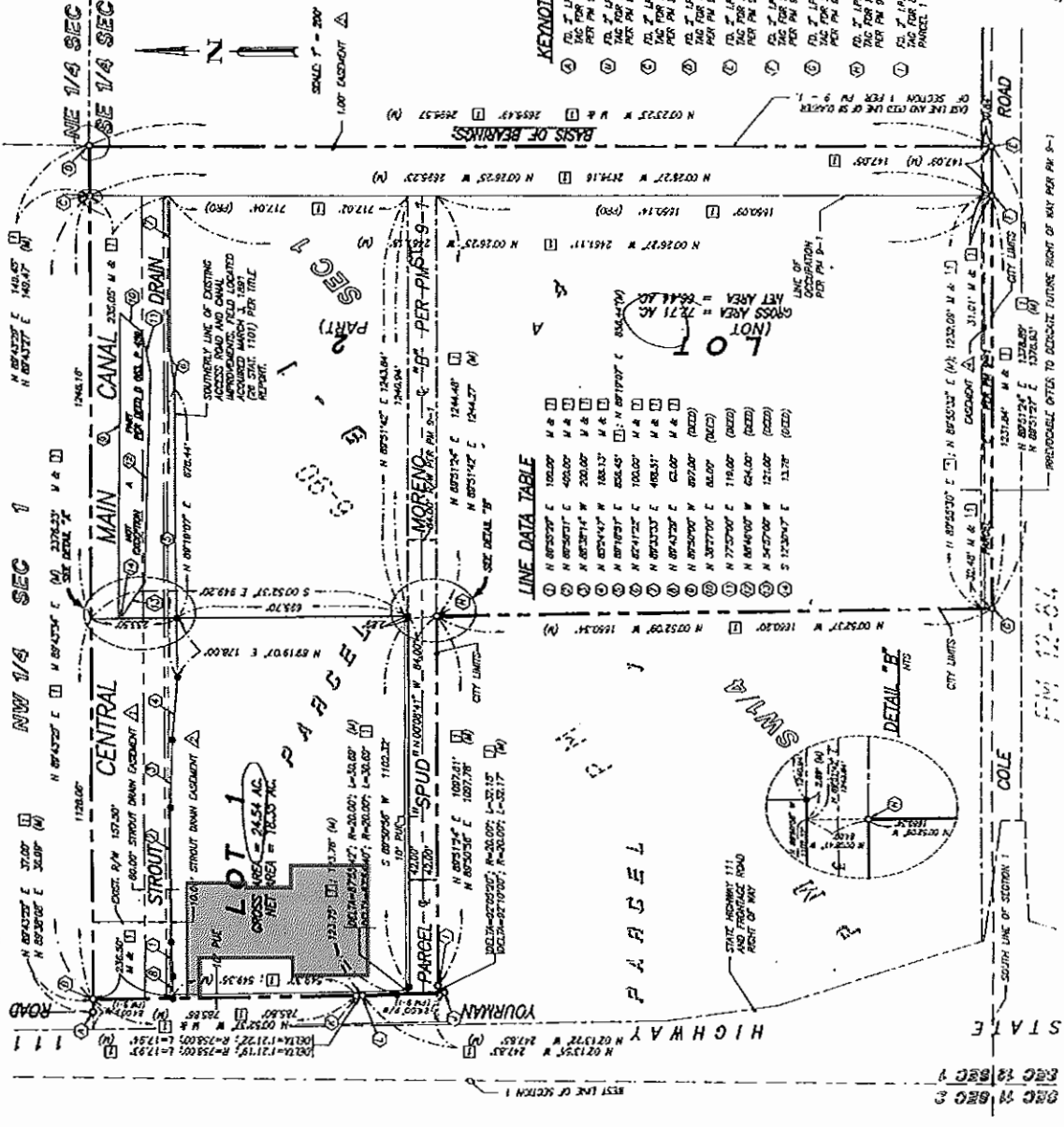
Copy of the Final Map for the Rancho Norte Subdivision Phase 1

# FM17-300

## RANCHO NORTE SUBDIVISION PHASE NO. 1

FM 17-300

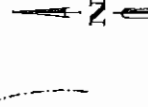
**SECTION 1**  
**SECTION 2**



**LEGEND:**

- 1/4 SECTION LINE
- SUBDIVISION BOUNDARY LINE
- ROAD RIGHT OF WAY LINE
- QUARTER SECTION LINE
- FORD ADVANCEMENT AS NOTED
- ROAD RIGHT OF WAY PARCELS PER FM 9-1
- OTHER DATA PER RECORD MAP 8-4 ON FILE AT THE OFFICE OF THE COUNTY OF IMPERIAL RECORDERS OFFICE
- RECORDED DATA

**BASIS OF BEARINGS:**  
THE BEARING OF ANY BOUNDARY LINE WHICH IS THE BEARING OF THE EAST LINE OF AN QUARTER OF SECTION 1, AS SHOWN IN PARCELS MAP RECORDED IN BOOK 3, PAGE 1, AT THE COUNTY OF IMPERIAL RECORDERS OFFICE



**NOTES:**  
ALL DIMENSIONS WILL BE SET WITHIN ONE TOLERANCE UNLESS OTHERWISE SPECIFIED.  
AND TO THE RECORDING AND DIS OF EACH CURVE ASIDE THE PROPERTY LINE

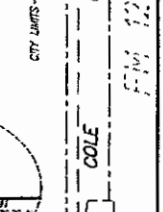
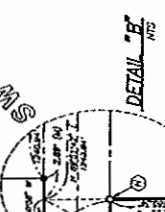
**REMARKS:**

- 1. 1/2 L.P. WITH R.C.C. 15.00' TAG FOR CORNER OF PARCEL 1 PER FM 9-1, 0.30' DEEP.
- 2. 1/2 L.P. WITH R.C.C. 15.00' TAG FOR NW CORNER OF PARCEL 4 PER FM 9-1, 0.30' DEEP.
- 3. 1/2 L.P. WITH R.C.C. 15.00' TAG FOR SW CORNER OF PARCEL 4 PER FM 9-1, 0.30' DEEP.
- 4. 1/2 L.P. WITH R.C.C. 15.00' TAG FOR NE CORNER OF PARCEL 4 PER FM 9-1, 0.30' DEEP.
- 5. 1/2 L.P. WITH R.C.C. 15.00' TAG FOR SE CORNER OF PARCEL 4 PER FM 9-1, 0.30' DEEP.
- 6. 1/2 L.P. WITH R.C.C. 15.00' TAG FOR SW 1/4 CORNER OF SEC 1 PER FM 9-1, 1.0' DEEP.
- 7. 1/2 L.P. WITH R.C.C. 15.00' TAG FOR SE CORNER OF PARCEL 2 PER FM 9-1, 1.0' DEEP.
- 8. 1/2 L.P. WITH R.C.C. 15.00' TAG FOR NW CORNER OF PARCEL 1 PER FM 9-1, 1.0' DEEP.

**NOTES:**  
ALL DIMENSIONS WILL BE SET WITHIN ONE TOLERANCE UNLESS OTHERWISE SPECIFIED.  
AND TO THE RECORDING AND DIS OF EACH CURVE ASIDE THE PROPERTY LINE

**LINE DATA TABLE**

| NO. | BEARING       | DISTANCE | MARK   |
|-----|---------------|----------|--------|
| 1   | N 88°52'00" E | 100.00   | M & L  |
| 2   | N 88°52'00" E | 400.00   | M & L  |
| 3   | N 88°52'00" E | 200.00   | M & L  |
| 4   | N 88°52'00" E | 100.00   | M & L  |
| 5   | N 88°52'00" E | 80.00    | (DEED) |
| 6   | N 88°52'00" E | 100.00   | (DEED) |
| 7   | N 88°52'00" E | 100.00   | (DEED) |
| 8   | N 88°52'00" E | 100.00   | (DEED) |
| 9   | N 88°52'00" E | 100.00   | (DEED) |
| 10  | N 88°52'00" E | 100.00   | (DEED) |
| 11  | N 88°52'00" E | 100.00   | (DEED) |
| 12  | N 88°52'00" E | 100.00   | (DEED) |
| 13  | N 88°52'00" E | 100.00   | (DEED) |
| 14  | N 88°52'00" E | 100.00   | (DEED) |



**REMARKS:**  
BOOK 274, PAGE 413 OF OFFICIAL RECORDS REC. 3-13-37  
BOOK 286, PAGE 401 OF OFFICIAL RECORDS REC. 7-18-40  
BOOK 162, PAGE 277 OF OFFICIAL RECORDS REC. 13-30-58  
BOOK 1127, PAGE 005 OF OFFICIAL RECORDS REC. 7-17-64

**REMARKS:**  
BOOK 121, PAGE 117 OF OFFICIAL RECORDS REC. 1-13-37  
BOOK 121, PAGE 117 OF OFFICIAL RECORDS REC. 1-13-37  
BOOK 121, PAGE 117 OF OFFICIAL RECORDS REC. 1-13-37  
BOOK 121, PAGE 117 OF OFFICIAL RECORDS REC. 1-13-37

STATE HIGHWAY 111  
AND FRONTAGE ROAD  
RIGHT OF WAY

**NOTES:**  
ALL DIMENSIONS WILL BE SET WITHIN ONE TOLERANCE UNLESS OTHERWISE SPECIFIED.  
AND TO THE RECORDING AND DIS OF EACH CURVE ASIDE THE PROPERTY LINE

**NOTES:**  
ALL DIMENSIONS WILL BE SET WITHIN ONE TOLERANCE UNLESS OTHERWISE SPECIFIED.  
AND TO THE RECORDING AND DIS OF EACH CURVE ASIDE THE PROPERTY LINE



A2-b



Attachment 3

Real Property Lien and Contract for Improvements in Public Rights of Way recorded in BK 1742, PG 1393, Instrument No. 93020220, in the Imperial County Recorder's Office

93020220

BOOK 1742 PAGE 1393

RECORDING REQUESTED BY & RETURNED TO

CITY OF CALEXICO  
ENGINEERING DEPARTMENT  
408 HEBER AVENUE  
CALEXICO, CA 92231

DOLORES PROVENCIO

COUNTY RECORDER

BOOK 1742 PAGE 1393

53 AUG 24 AM 9 41

ATTN: JOSE CARLOS ROMERO

OFFICIAL EX 0000  
IMPERIAL COUNTY, CA

NO FEE

REAL PROPERTY LIEN AND CONTRACT FOR  
IMPROVEMENTS IN PUBLIC  
RIGHTS-OF-WAY

THIS AGREEMENT entered into by and between CITY OF CALEXICO, a municipal corporation of the State of California, hereinafter referred to as "City", and Rajinder K. Sharma and Saroj B. Sharma hereinafter referred to as "Owner"

WHEREAS, Owner has been approved by the City for Subdivision of the real property hereinafter described in Exhibit "A" attached hereto and made a part hereof, now under Owner's ownership; and

WHEREAS, ordinances of the City require improvements as a condition of Subdivision; and

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

Section 1. That the property Owner agrees to install and construct, or cause to be installed or constructed, the improvements herein set forth in accordance with plans and specifications approved by the City Engineer.

Said improvements shall be made without cost or expense to the City except as noted in Development Conditions. City estimates that the costs of engineering and construction of said improvements at the time of signing this contract are \$955,751.44 as more particularly described in the attached Engineer's Cost Estimate, Exhibit "B". Owner hereby acknowledges that said costs at this time and that the actual costs of same at some time in the future may differ from this estimate.

Section 2. That for the faithful performance of the promises and covenants herein contained, Owner hereby grants to City a lien upon the hereinafter described property in the amount of \$955,751.44 plus any future advances in excess of this sum resulting from increased engineering and construction costs and, in the event the Owner, his successors, heirs, assigns, or transferees fail to install and construct said improvements in the manner and within the time specified herein, he agrees that the City may do any or all of the following:

a. Have the necessary engineering for said improvements done and install and construct said improvements by contract or otherwise. City or its contractor and his employees may enter upon any portion or portions of the property reasonably necessary for said engineering and construction, and the entire cost and expenses shall be charged against said property and payable by said Owner, his successors heirs, assigns, or transferees, immediately upon completion of said improvements. In the event same is not paid within thirty (30) days from completion, City may foreclose said lien as provided by law for the foreclosure of mortgages.

b. Direct the City Engineer to estimate the costs of necessary engineering, and work required to install and construct said improvements, and foreclose said lien in said amount.

c. Pursue any remedy, legal or equitable (including those specifically referred to herein), for the foreclosure of a lien, and the Owner, his successors, heirs, assigns, and transferees, shall be liable for reasonable attorney's fees as additional costs in said proceedings.

Section 3. The Owner hereby agrees that before any building permits are issued for development of any of the mapped area within the subdivision, it must submit an additional one hundred percent (100%) "off-site" (100%) monument bond for monument installation for the lot or lots being developed. In lieu of performance bonds, the Owner may submit any other guarantee as provided by law and approved by the City.

It is further agreed by the Owner that it will pay review and inspection fees equal to 2% of the total "off-site" improvements costs which based on City estimates at this time are \$19,116.02. Said payment for review and inspection fees are further described in the "Subdivision Surety Agreement". The Owner hereby agrees that before any building permits are issued for development of any lots in the Subdivision, it must submit and pay the pro-rata share of the total inspection fee for the phase being developed or portion thereof.

It is agreed by the Owner that the requirements of this section are in addition to the liens being granted by the Owner to the City.

It is hereby agreed by the Owner that this lien agreement shall be recorded for Rancho Norte Subdivision, Phase No. 1.

Section 4. That it is agreed that anything herein contained to the contrary notwithstanding, the premises and covenants made herein shall be binding upon the holders, mortgagees, or beneficiaries of any mortgage or deed of trust, for value which has been or may in the future be executed by the Owner, his successors, heirs, assigns, or transferees and the lien hereby created shall be and is hereby subordinated to and declared to be inferior and subsequent in lien to the lien of any such existing or future mortgage or deed of trust. It is also hereby understood that developers for any of the particular lots within the Rancho Norte Subdivision Phase No. 1 will be able to obtain a release of lien if said improvements for those lots have been completed. City agrees to subordinate the lien contract for a lot upon receipt of satisfactory improvements guarantees for the subject lot upon which the lien contract is to be subordinated.

Section 5. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage occurring to the work or improvements specified in this agreement prior to the completion and acceptance of the same; nor, during said period of construction shall City, nor any officer or employee thereof, be liable for any persons or property injured by reason of said work or improvements, but all of said liabilities shall be assumed by Owner, and his successors, heirs assigns, and transferees, and they shall hold the City harmless from, and indemnify the City against, any and all claims, suits and liabilities of or to any person or property injured or claiming to be injured as a result of said work or improvements. Owner, and his successors, heirs, assigns, and transferees, further agrees to protect City and the officers and employees thereof from all liability or claim because of, or arising out of, the use of any patent or patented article in the construction of said improvements.

Section 6. It is further agreed that Owner will after the commencement of construction and at all times up to the completion and acceptance of said work and improvements by the City, give good and adequate warning to the traveling public of any dangerous or defective conditions of public property. The Owner hereby agrees to pay for such inspection of improvements as may be required by the City Engineer or City.

Section 7. This agreement and the covenants contained herein shall be binding upon and inure to the benefit of the successors, heirs, assigns, and transferees of Owner, shall run with said real property, and create an equitable servitude upon said real property.

Section 8. A description of the property referred to herein and upon which said lien is imposed is described on Exhibit A attached.

Section 9. The improvements required and the estimated costs thereof are described in the South Valley Engineering, Inc. "Off-Site Improvement Drawings on file at City Hall, 408 Heber Avenue, Calexico, CA which are made a part hereof, and are comprised of the Project Documents for off-site improvement drawings for Rancho Norte Subdivision unit No. 1 consisting of 22 sheets all of which were approved by the acting City Engineer, William W. Finnegan for the City of Calexico.

Section 10. City hereby agrees to release any lots from the lien agreement once infrastructure improvements have been completed, per approved improvement drawings, for the particular lots.

BY: Rajinder K. Sharma DATED: 8-4-93  
RAJINDER K. SHARMA  
Saroj B. Sharma DATED: 8-4-93  
SAROJ B. SHARMA

CITY OF CALEXICO  
a municipal corporation of the  
State of California

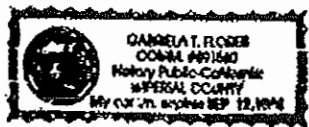
DATED: 8/4/93  
Antonio Pirado  
ANTONIO PIRADO, PRO-TEMPORE MAYOR

APPROVED AS TO FORM:  
DATED: 8/10/93  
Michael L. Rood  
MICHAEL L. ROOD, CITY ATTORNEY

DATED: 8-4-93  
Lourdes Cordova  
LOURDES CORDOVA, CITY CLERK

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Imperial  
On 8/4/93 before me, Gabriela T. Flores  
personally appeared Lourdes Cordova  
 personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.  
Gabriela T. Flores  
SIGNATURE OF NOTARY

- OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER  
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
- INDIVIDUAL
  - CORPORATE OFFICER(S)  
City Clerk
  - PARTNER(S)  LIMITED  GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY FOR  
City of Calexico  
California

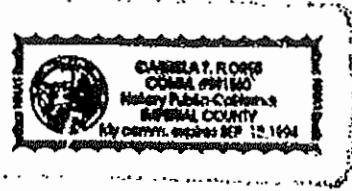
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:  
TITLE OR TYPE OF DOCUMENT Real Property Trans. for Public Right-of-Way  
NUMBER OF PAGES 5/11 DATE OF DOCUMENT 8-4-93  
SIGNING OFFICER'S FULL NAME Rajinder K. Sharma, Saroj B. Sharma

STATE OF CALIFORNIA )  
COUNTY OF IMPERIAL ) s.s.

On August 4, 1993 before me, Gabriela T. Flores a Notary Public in and for said County and State, personally appeared Rajinder K. Sharma personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Gabriela T. Flores

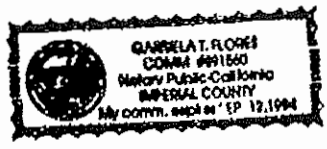


STATE OF CALIFORNIA )  
COUNTY OF IMPERIAL ) s.s.

On August 4, 1993 before me, Gabriela T. Flores a Notary Public in and for said County and State, personally appeared Antonio P. Tirado personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Gabriela T. Flores



STATE OF CALIFORNIA )  
COUNTY OF IMPERIAL ) s.s.

ON August 5, 1993 before me, Gabriela T. Flores a Notary Public in and for said County and State, personally appeared Saraj B. Sharma personally known to me (or proved 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

Gabriela T. Flores



STATE OF CALIFORNIA )  
COUNTY OF IMPERIAL ) s.s.

ON August 10, 1993 before me, Gabriela T. Flores a Notary Public in and for said County and State, personally appeared Michael L. Rood personally known to me (or proved 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

Gabriela T. Flores

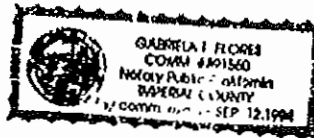




EXHIBIT "A"  
LEGAL DESCRIPTION

RANCHO NORTE SUBDIVISION, PHASE No. 1 In the County of Imperial, State of California being a subdivision of Parcel 4 as shown on Parcel Map filed in Book 9, Page 1 at the County Of Imperial Recorder's Office, in the Southwest Quarter of Section 1, Township 17 South, Range 14 East, San Bernardino Base and Meridian.

EXHIBIT "B"  
IMPROVEMENT COST ESTIMATE

PROJECT: RANCHO NORTE - TOYS R US  
 OFF-SITE IMPROVEMENTS YOURMAN ROAD AND RANCHO NORTE STREET  
 LOCATION: CALEXICO, CALIFORNIA 92231 FILE: TOYSEST8  
 JOB No: 93-050  
 DATE: 07/30/93

| DESCRIPTION                | QUANTITY | UNITS | UNIT PRICE | TOTAL   |
|----------------------------|----------|-------|------------|---------|
| A.C PAVEMENT (3" THK)      | 99,988   | SF    | \$2.27     | 226,973 |
| CLASS II BASE (12" THK)    | 104,346  | SF    | 1.00       | 104,346 |
| 12" A.C. OVERLAP AT JOINTS | 950      | SF    | 0.98       | 931     |
| CURB AND GUTTER (6")       | 3,849    | LF    | 8.40       | 32,332  |
| FIRE HYDRANT ASSEMBLY      | 6        | EA    | 1,600.00   | 9,600   |
| GATE VALVE 18"             | 2        | EA    | 4,755.00   | 9,510   |
| GATE VALVE 12"             | 4        | EA    | 3,921.71   | 15,687  |
| GATE VALVE 6"              | 5        | EA    | 1,800.00   | 10,800  |
| GATE VALVE 8"              | 3        | EA    | 2,220.00   | 6,660   |
| P.C.C. CROSS GUTTER        | 5,431    | SF    | 7.86       | 42,688  |
| P.C.C. THRUST BLOCK        | 24       | EA    | 8.00       | 192     |
| PCC CATCH BASIN            | 4        | EA    | 3,050.00   | 12,000  |
| PCC HANDICAP RAMPS         | 11       | EA    | 162.00     | 1,782   |
| PCC SIDEWALK               | 20,780   | SF    | 1.00       | 20,780  |
| PVC ANNA C-900 6" DIA.     | 240      | LF    | 11.00      | 2,640   |
| PVC ANNA C-900 8" DIA.     | 230      | LF    | 11.00      | 2,530   |
| PVC ANNA C-900 12" DIA.    | 896      | LF    | 14.04      | 12,580  |
| PVC ANNA C-900 10" DIA.    | 2,961    | LF    | 16.00      | 47,376  |
| PVC SEWER SDR 35 (24" DIA) | 1,936    | LF    | 44.32      | 85,796  |
| PVC SEWER SDR 35 (18" DIA) | 0        | LF    | 26.43      |         |
| PVC SEWER SDR 35 (6" DIA)  | 126      | LF    | 7.37       | 929     |
| REDWOOD HDRS 2X4           | 244      | LF    | 1.85       | 451     |
| SAWCUT                     | 915      | LF    | 0.36       | 329     |
| SPEED LIMIT SIGN           | 3        | EA    | 40.00      | 120     |
| STOP SIGN                  | 7        | EA    | 50.00      | 350     |
| STORM AND SEWER MANHOLLS   | 10       | EA    | 1,500.00   | 15,000  |
| STREET LIGHTS              | 7        | LF    | 1,300.00   | 9,100   |
| STREET NAME SIGNS          | 3        | EA    | 40.00      | 120     |
| TEE 12X12X12               | 1        | EA    | 872.28     | 872     |
| TEE 12X12X8                | 2        | EA    | 872.28     | 1,745   |
| TEE 12X12X6                | 2        | EA    | 872.28     | 1,745   |
| TEE 18X18X8                | 1        | EA    | 1,500.00   | 1,500   |
| TEE 18X18X6                | 4        | EA    | 1,500.00   | 6,000   |
| AIR RELEASE VALVE (1")     | 1        | EA    | 433.80     | 434     |
| WATER BLOW-OFF (2")        | 1        | EA    | 433.80     | 434     |
| ECCENTRIC REDUCER 18X12    | 1        | EA    | 400.00     | 400     |
| WATER SRVC W/ METER 2"     | 1        | LS    | 2,580.00   | 2,580   |
| TEMPORARY BARRICADES       | 4        | EA    | 260.00     | 1,040   |
| LIFT SEWER PUMP STATION    | 1        | EA    | 60,000.00  | 60,000  |
| PIPELINED DRAIN @ BASIN    | 1        | LS    | 85,000.00  | 85,000  |
| EARTHWORK ON STREETS       |          |       |            |         |
| CUT                        | 6,179    | CY    | 4.24       | 26,199  |
| EARTHWORK ON TRENCHES      |          |       |            |         |
| CUT                        | 4,019    | CY    | 2.14       | 8,601   |
| FILL                       | 209      | CY    | 3.42       | 715     |



CONTINGENCY (10%) \$868,864.95  
 GRAND TOTAL 955,751.44

Attachment 4

Development Conditions recorded in BK 1742, PG 1386, Instrument No. 93020221,  
in the Imperial County Recorder's Office

93020221

BOOK 1742 PAGE 1401

RECORDING REQUESTED BY & RETURN TO

CITY OF CALEXICO  
ENGINEERING DEPARTMENT  
408 HEBER AVE.  
CALEXICO, CA 92231

COLÓRES PROVENCIO

COUNTY: BORDER  
BOOK 1742 PAGE 1401

AUG 24 AM 9 41

ATTN: JOSE CARLOS ROMERO

OFFICIAL RECORDS  
IMPERIAL COUNTY, CA

NO FEE

DEVELOPMENT CONDITIONS

THIS AGREEMENT ("Agreement") is made and entered into on this 4th day of August, 1993, by and between the CITY OF CALEXICO, a municipal corporation, ("City") and Rajinder K. Sharma and Saroj D. Sharma (collective hereinafter "Owner"), and is executed with reference to the following circumstances:

RECITALS

A. Owner is the owner or equitable owner of that certain real property located in the City of Calexico, County of Imperial, State of California, more particularly described in the Legal Description described in Exhibit "A" attached hereto and incorporated herein (hereinafter "Property"), which Property is the subject matter of this Agreement.

B. The City of Calexico, a general law city, is authorized pursuant to the Government Code to enter into binding agreements and condition Subdivision Maps with persons having legal or equitable interests in real property for the development of such property in order establish certainty in the development process.

C. City, as a result of the development of the Project and this Agreement will receive substantial benefit, including: Commercial shopping area of a density and aesthetic quality desired by the community, increased property and sales tax revenues, the construction of water lines, detention basins, drainage facilities, sewage pumping stations, sewer lines, and the installation of needed public infrastructure improvements contemporaneously with or in advance of the demands created therefore, which infrastructure will provide critical links in the City's total infrastructure system for roads, water, sewer and drainage improvements.

DEVELOPMENT PROGRAM AND CONDITIONS

A. Provisions of Public Facilities: Owner agrees that it will provide all facilities and services as called for in the Tentative Map, Off-Site Improvement Plans, Final Map, and this Agreement at its sole cost except otherwise specifically provided in this Agreement. These specific provisions are contained in the Project Documents and described in Exhibit B. City recognizes that owner's agreement to construct those improvements described in Exhibit C are in addition to those improvements needed by Owner and therefore Owner is entitled to receive a credit against impact and other fees charged by the City to Owner. Although the estimated costs of those improvements are described in Exhibit C, the actual costs may differ from that amount, and the actual costs will be credited the Owner against impact and other City fees imposed by City against Owner. Owner may at anytime subsequent to construction of the improvements and determination of their actual costs present said costs to City and receive credit against the fees due to the City by Owner. Owner must substantiate costs using actual bid prices and invoices and submit all copies of said bids and invoices to the City.

B. Oversized Sewer Facilities: City has required Owner to develop sewer lines as a condition of the development of the property. City has requested Owner to oversize said sewer lines creating an increased cost as described in Exhibit C. Owner agrees to construct said oversized sewer lines as more specifically described in Exhibit B, but understands Owner will receive credit from the City against Impact and other City fees for the actual amount estimated in Exhibit C which represents the costs of oversizing said sewer lines. Owner must substantiate costs using actual bid prices and invoices and submit all copies of said bids and invoices to the City.

C. Reimbursements: The City agrees that a reimbursement shall be due the Owner for construction of a 24" or an 18" sewer line along Yourman Road and Parcel B (Parcel Map 9-1) emanating from the existing manhole at Yourman Road and Parcel B intersection. Said reimbursement would be due from owners of adjacent undeveloped properties upon development of said properties. Owner agrees to submit actual construction costs and abide by proposed City Policy for requesting reimbursements.

D. City Approvals: The City hereby agrees that it will accept for processing, review and approval development applications for development permits or other entitlements for the use of the Property that are in accordance with the Tentative Subdivision Map and City of Calexico Code and related policies, and shall timely process and approve such applications, and grant the appropriate credits provided in this Agreement, and grant such permits and entitlements consistent with this Agreement. The Owner agrees that it will advise grantees of possible limitations of City services. Owner further agrees to advise City of parcel sales and provide advance projections.

E. Covenant of Cooperation in Securing Governmental Permits:

To the extent permitted by law, the City covenants it shall cooperate with Owner in securing for Owner all permits which may be permitted and required from the Owner by any other governmental agency.

F. Architectural Review: Subsequent Owners/Developers will be required to submit all plans and designs for all construction and development within the Rancho Norte Project to an Architectural Review Committee to be formed by Owner. Said Architectural Review Committee will consider and review all construction with regard to design, neighborhood compatibility, community standards and aesthetic suitability. All development and construction within the area known as Rancho Norte and included within the Final Map shall be subject to review by the Architectural Review Committee. The Architectural Review Committee shall include a member of the City Staff or City Council, to be appointed by City.

G. Indemnification: Owner, their heirs, and/or assigns, agree to indemnify and save harmless the City of Calexico from and against all liabilities, losses, expenses, claims, demands, judgments, suits, actions, recoveries, and judgments of every nature and description including, without limitation, attorney's fees brought or recovered against him by reason of act or omission of the Owner, his agents, or employees of any Contractor, or Subcontractor, arising out of, or in any manner connected with the work or its execution.

The City of Calexico agrees to indemnify and save harmless Owner, his heirs, and/or his assigns from and against all liabilities, losses, expenses, claims, demands, judgments, suits, actions, recoveries, and judgments of every nature and description including, without limitation, attorney's fees brought or recovered against him by reason of act or omission of the City, its agents, or employees of any Contractor, or Subcontractor, arising out of, or in any manner connected with the work or its execution.

H. Attorney Fees: Should litigation occur between the two parties relating to the provisions of this agreement, all litigation expenses, collection expenses, witness fees, court costs, and reasonable attorney's fees shall be paid by the non-prevailing party.

I. Term: This agreement shall become effective upon acceptance by the City of Calexico and Rajinder K. Sharma and Saroj B. Sharma and shall stay in full force and effect until completion of the terms of the agreement or until modified or revoked by mutual consent of both parties upon ten (10) days written notice.

J. Assignment: Owner may assign his interest in Rancho Norte Project and any such assignment or assignment shall be subject to all the provisions of this agreement.

DEVELOPMENT CONDITIONS

THIS AGREEMENT ("Agreement") is made and entered into on this 4th day of August, 1993 by and between the CITY OF CALEXICO, a municipal corporation, ("City") and Rajinder K. Sharma and Saroj B. Sharma.

K. Hold Harmless: Developer/subdivider agrees to defend, indemnify, and hold harmless the City of Calexico from any claim or action to attack or annul the approval of the tentative, parcel, or final map application including CEQA clearance.

L. Waiver of Protest: Developer/subdivider agrees not to protest any application for annexation to the City of Calexico of the property within this project. Developer/subdivider agrees to execute a "Waiver of Protest" form as drafted by the City Attorney for the City of Calexico which may be submitted to LAFCO during the annexation process. Said "Waiver of Protest" form shall provide that developer agrees not to protest at any time any application for annexation to the City of Calexico of the property included within this project.

M. Traffic Mitigation: An additional traffic study is now being conducted by owner to further consider the possible impacts that may result from this project. Owner agrees to pay a prorata share of the cost of any and all additional mitigation measures that become necessary as a result of this traffic study. A "prorata share" shall be the percentage that owner's project bears to the total acreage benefitted by the necessary mitigating improvements. *reasonable R*

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first set forth above, as authorized by the City Council of Calexico.

APPROVED AND EXECUTED THIS 4th DAY OF JUNE 1993.

CITY OF CALEXICO

By: Antonio P. Trifado Date: 8/4/93  
Antonio P. Trifado, Mayor

By: Rajinder K. Sharma Date: 8-4-93  
Rajinder K. Sharma

By: Saroj B. Sharma Date: 8-5-93  
Saroj B. Sharma

APPROVED AS TO FORM:

By: Michael L. Rood Date: 8/10/93  
Michael L. Rood, City Attorney

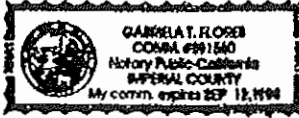


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

OPTIONAL SECTION No. 112

State of California
County of Imperial
On 8/4/93 before me, Gabriela T. Flores
personally appeared Antonio P. Tizado

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



WITNESS my hand and official seal.
Gabriela T. Flores
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the filer to fill in the data below, doing so may prove valuable to persons relying on the document.

- INDIVIDUAL
CORPORATE OFFICER(S) Mayor
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(S)
City of Caltonia
California

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent a prudent reattachment of this form.

TITLE OR TYPE OF DOCUMENT: Development Conditions

NUMBER OF PAGES: One DATE OF DOCUMENT: 8/4/93

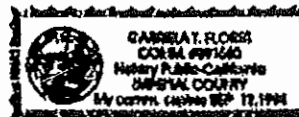
SIGNER(S) OTHER THAN NAMED ABOVE: Carlos B. Sharma, Rainier K. Sharma

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 112

State of California
County of Imperial
On 8/4/93 before me, Gabriela T. Flores
personally appeared Rainier K. Sharma

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



WITNESS my hand and official seal.
Gabriela T. Flores
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the filer to fill in the data below, doing so may prove valuable to persons relying on the document.

- INDIVIDUAL
CORPORATE OFFICER(S)
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(S)

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TITLE OR TYPE OF DOCUMENT: Development Conditions

NUMBER OF PAGES: One DATE OF DOCUMENT: 8/4/93

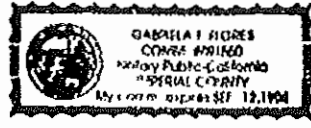
SIGNER(S) OTHER THAN NAMED ABOVE: Carlos B. Sharma, Rainier K. Sharma

STATE OF CALIFORNIA )  
COUNTY OF IMPERIAL ) s.s.

ON August 5, 1995 before me, Gabriela T. Flores a Notary Public in and for said County and State, personally appeared Saral R. Sharma personally known to me (or proved 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Gabriela T. Flores

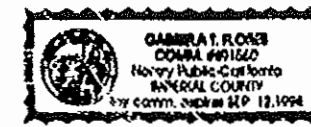


STATE OF CALIFORNIA )  
COUNTY OF IMPERIAL ) s.s.

ON August 10, 1995 before me, Gabriela T. Flores a Notary Public in and for said County and State, personally appeared Michael L. Leonard personally known to me (or proved 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Gabriela T. Flores



IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first set forth above, as authorized by the City Council of Calexico.

APPROVED AND EXECUTED THIS 4th DAY OF JUNE 1993.

CITY OF CALEXICO

By: Antonio T. Tisado  
Antonio Tisado, Pro-Tempore Mayor

Date: 8/4/93

By: Rajinder K. Sharma  
Rajinder K. Sharma

Date: 8/4/93

By: Sury B. Sharma  
Sury B. Sharma

Date: 8/5/93

APPROVED AS TO FORM:

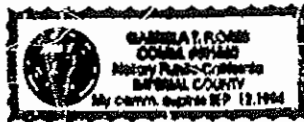
Michael L. Rood  
Michael L. Rood, City Attorney

STATE OF CALIFORNIA  
COUNTY OF Imperial 18.8.

On August 4, 1993 before me, Galvina T. Flores, a Notary Public in and for said County and State, personally appeared Rajinder K. Sharma personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(X) whose name(X) 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(X) on the instrument the person(X), or the entity upon behalf of which the person(X) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Galvina T. Flores

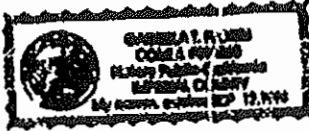


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

NO. 5123

State of California  
County of Imperial  
On 8/4/93 before me, Gabriela T. Flores  
DATE NAME TITLE OF OFFICER E.G. "NOTARY PUBLIC"  
personally appeared Antonio P. Tirado  
SIGNER(S) OF INSTRUMENT

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



WITNESS my hand and official seal

Gabriela T. Flores  
NOTARY PUBLIC

CAPACITY CLAIMED BY SIGNER

Though state law requires the Signer to fill in the capacity, doing so may prove valuable to parties relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)  
Mayor
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_

SIGNER IS REPRESENTING:

City of Calexico, California

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT INSIGHT

Though the data provided here is not required by law, it could prevent a lawsuit or attachment of this form.

TITLE OR TYPE OF DOCUMENT Development Contract

NUMBER OF PAGES 2 DATE OF DOCUMENT 8/4/93

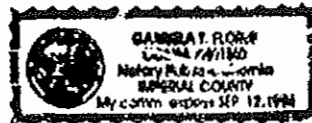
NAME(S) OTHER THAN NAMED ABOVE Jose P. Santos, Michael L. Reed

STATE OF CALIFORNIA )  
COUNTY OF IMPERIAL ) S.S.

ON August 5, 1993 before me, Gabriela T. Flores, a Notary Public in and for said County and State, personally appeared Jose P. Santos, personally known to me (or proved 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature: Gabriela T. Flores

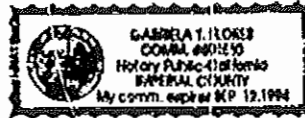


ON August 10, 1993 before me, Gabriela T. Flores, a Notary Public in and for said County and State, personally appeared Michael J. Reed personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

*Gabriela T. Flores*



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

RANCHO NORTE SUBDIVISION, PHASE No. 1 In the County of Imperial, State of California being a subdivision of Parcel 4 as shown on Parcel Map filed in Book 9, Page 1 at the County Of Imperial Recorder's Office, in the Southwest Quarter of Section 1, Township 17 South, Range 14 East, San Bernardino Base and Meridian.

PROJECT "C"  
IMPROVEMENT COST ESTIMATE

BOOK 1742 PAGE 1412

PROJECT: RANCHO NORTE - TOYS R US  
 OFF-SITE IMPROVEMENTS YOURMAN ROAD AND RANCHO NORTE STREET  
 LOCATION: CALIXICO, CALIFORNIA 92501 FILE: TOY98678  
 JOB No: 93-050  
 DATE: 07/30/93

| DESCRIPTION                | QUANTITY | UNITS | UNIT PRICE | TOTAL   |
|----------------------------|----------|-------|------------|---------|
| A.C. PAVEMENT (3" THK)     | 99,988   | SF    | \$2.27     | 226,973 |
| CLASS II BASE (12" THK)    | 104,346  | SF    | 1.00       | 104,346 |
| 12" A.C. OVERLAP AT JOINTS | 950      | SF    | 0.98       | 931     |
| CURB AND GUTTER (6")       | 3,849    | LF    | 5.40       | 32,332  |
| FIRE HYDRANT ASSEMBLY      | 6        | EA    | 1,600.00   | 9,600   |
| GATE VALVE 18"             | 2        | EA    | 4,755.00   | 9,510   |
| GATE VALVE 12"             | 4        | EA    | 3,921.71   | 15,687  |
| GATE VALVE 6"              | 6        | EA    | 1,800.00   | 10,800  |
| GATE VALVE 8"              | 3        | EA    | 2,220.00   | 6,660   |
| P.C.C. CROSS GUTTER        | 5,431    | SF    | 7.86       | 42,688  |
| P.C.C. THRUST BLOCK        | 24       | EA    | 8.00       | 192     |
| PCC CATCH BASIN            | 4        | EA    | 3,000.00   | 12,000  |
| PCC HANDICAP RAMPS         | 11       | EA    | 162.00     | 1,782   |
| PCC SIDEWALK               | 20,780   | SF    | 1.00       | 20,780  |
| PVC AWWA C-900 6" DIA.     | 240      | LF    | 11.00      | 2,640   |
| PVC AWWA C-900 8" DIA.     | 230      | LF    | 11.00      | 2,530   |
| PVC AWWA C-900 12" DIA.    | 996      | LF    | 14.04      | 12,580  |
| PVC AWWA C-900 18" DIA.    | 2,961    | LF    | 16.00      | 47,376  |
| PVC SEWER SDR 35 (24" DIA) | 1,936    | LF    | 44.22      | 85,796  |
| PVC SEWER SDR 35 (18" DIA) | 0        | LF    | 26.43      | 0       |
| PVC SEWER SDR 35 (6" DIA)  | 126      | LF    | 7.37       | 929     |
| REDWOOD HDRA 2X4           | 244      | LF    | 1.85       | 451     |
| SAWCUT                     | 915      | LF    | 0.36       | 329     |
| SPEED LIMIT SIGN           | 3        | EA    | 40.00      | 120     |
| STOP SIGN                  | 7        | EA    | 50.00      | 350     |
| STORM AND SEWER MANHOLES   | 10       | EA    | 1,500.00   | 15,000  |
| STREET LIGHTS              | 7        | LF    | 1,300.00   | 9,100   |
| STREET NAME SIGNS          | 3        | EA    | 40.00      | 120     |
| TEE 12X12X12               | 1        | EA    | 872.28     | 872     |
| TEE 12X12X8                | 2        | EA    | 872.28     | 1,745   |
| TEE 12X12X6                | 2        | EA    | 872.28     | 1,745   |
| TEE 18X18X8                | 1        | EA    | 1,500.00   | 1,500   |
| TEE 18X18X6                | 4        | EA    | 1,500.00   | 6,000   |
| AIR RELEASE VALVE (1")     | 1        | EA    | 433.80     | 434     |
| WATER BLOW-OFF (2")        | 1        | EA    | 433.80     | 434     |
| ECCENTRIC REDUCER 18X12    | 1        | EA    | 400.00     | 400     |
| WATER BRVC W/ METER 2"     | 1        | LS    | 2,580.00   | 2,580   |
| TEMPORARY BARRICADES       | 4        | EA    | 260.00     | 1,040   |
| LIFT SEWER PUMP STATION    | 1        | EA    | 60,000.00  | 60,000  |
| PIPELINED DRAIN & BASIN    | 1        | LS    | 85,000.00  | 85,000  |
| EARTHWORK ON STREETS       |          |       |            |         |
| CUT                        | 2,179    | CY    | 4.24       | 26,199  |
| EARTHWORK ON PARKING       |          |       |            |         |
| CUT                        | 4,019    | CY    | 2.14       | 8,601   |
| FILL                       | 709      | CY    | 3.42       | 715     |



CONTINGENCY (10%) \$868,964.95  
 GRAND TOTAL 955,751.44

EXHIBIT "B"

1. Rancho Norte Tentative Map
2. Rancho Norte Subdivision, Phase No. 1, Final Map
3. Rancho Norte Subdivision, Phase No. 1, Water and Sewer Improvements (5 sheets)
4. Rancho Norte Subdivision, Phase No. 1, Street and Grading Improvements (7 sheets)
5. Rancho Norte Subdivision Phase No. 1, On-Site Street and Grading Improvement Plans (10 Sheets)

Above listed documents have been prepared by South Valley Engineering, Inc., which documents are herein referred to as "Project Documents for Off-Site Improvements"



Attachment 5

Subdivision Surety Agreement – Acknowledgment recorded in BK 1742, PG 1386,  
Instrument No. 93020219, in the Imperial County Recorder's Office

RECORDING REQUESTED BY &amp; RETURN TO

CITY OF CALEXICO  
ENGINEERING DEPARTMENT  
408 HEBER AVE.  
CALEXICO, CA 92231

ATTN: JOSE CARLOS ROMERO

DOLORES PROVENCIO

COUNTY RECORDER

BOOK 1742 PAGE 1386

93 AUG 24 AM 9 41

OFFICIAL RECORDS  
IMPERIAL COUNTY, CA

NO FEE

SUBDIVISION SURETY AGREEMENT

## ACKNOWLEDGEMENT

It is hereby acknowledged that RAJINDER K. SHARMA AND SAROJ B. SHARMA hereinafter called "Subdivider" has filed with the CITY OF CALEXICO, hereinafter called the "City", a Tentative Map for that certain subdivision known as Rancho Norte Subdivision, Phase No. 1, hereinafter called "Subdivision" included herein as Exhibit "A", which has been approved by Planning Commission of the City as being in accordance with all State laws and local ordinances and regulations, as well as any rulings applicable thereunder at the time of filing.

Subdivider now desires that the City Council of City give final approval of the Final Map of said subdivision, subject to improvements being made in said subdivision as may be required.

## AGREEMENT

IT IS HEREBY AGREED THIS 4<sup>th</sup> day of August, 1993 as follows:

1. In consideration of the City Council's approval of the filing of the Final Map of Rancho Norte Subdivision, Phase No. 1 which is submitted herewith, prior to the performance of all work of improvement shown to be done on the Tentative and Final Maps and plans for improvements titled: Rancho Norte Subdivision, Phase 1, Water and Sewer Improvements (5 sheets), Rancho Norte Subdivision, Phase 1, Street and Grading Improvements (7 sheets), Rancho Norte Subdivision Phase No. 1, On-Site Street and Grading Improvement Plans (10 sheets) prepared by South Valley Engineering, Inc., which documents are herein referred to as "Off-Site Improvements" herein shown as Exhibit "B" and incorporated and made a part thereof, Subdivider does hereby agree to provide a good and sufficient improvement security to insure that the performance of all works of improvement to be done on said Tentative Map and Final Maps and said plans for improvement are in accordance with the standards established by the laws of the State of California, local ordinances and regulations, and any rulings made thereunder which are applicable at the time of approval of the Tentative Map.

2. All of said works of improvement shall be completed within one (1) year from the date hereof, unless the time is

extended in writing by the Council of City, and shall be performed to the satisfaction of the City Engineer.

3. Subdivider warrants and guarantees said work for a period of one (1) year following the completion and acceptance thereof by City against any defective work or labor done, or defective materials furnished and subdivider further agrees to maintain the improvements for said one (1) year period commencing with City's acceptance of same. As security for the promise warranty, an guaranty of this Paragraph 3 for said one (1) year period, Subdivider shall deposit a sum of money with the City equivalent to not less than five (5%) per cent of the estimated cost of said improvements as established herein. As an alternative, subdivider may provide City with an equivalent security such as satisfactory bond, or instrument of credit as described in Government Code Section 66499.

4. The improvement security required hereunder shall be of that kind and type specified in all parts and subsection of section 66599 of the Government Code of the State of California and shall be in the following amounts and for the following purposes:

(a) An amount not less than 100% of the total estimated cost of the improvements for the faithful performance of this agreement; and

(b) An amount not less than 100% of the total estimated cost of the improvements securing payment to the contractor, and his subcontractors, and to persons renting equipment or furnishing labor or materials to them for the improvements.

5. The improvement security required herein for faithful performance of this agreement may be reduced in amount, but not more often than once per month, as the work or improvement is completed. In no event shall this security be reduced in amount until progress reports are submitted to the City and the City determines that the work in fact, has been completed and the amount by which the security shall be reduced. The determination by the City as to the completion of work or improvement and the amount by which the security shall be reduced shall be conclusive. In no event, however, shall the amount of this improvement security be reduced to less than ten percent (10%) until that liability established by all parts and subsections of this Agreement (with the exception of Paragraph 3 hereof) is terminated.

The improvement security securing the payment of the contractor, his subcontractor, and to persons renting equipment or furnishing labor or material shall be released only in compliance with all parts and subsection of section 66499 et seq, including section 66499.7 of the Government Code of the State of California.

6. A monument bond or security to be furnished as required, in an amount specified by City Engineer pursuant to Section 66496 and 66499 of the Government Code of the State of California

7. Subdivider to pay a fee of 2.00% \*\*\* (see below) of the estimated construction cost of the "Off-Site" Improvements, with a minimum fee of \$20.00 as set out in Ordinance No. 91-4 of the City of Calexico, as inspection fees.

\*\*\*

CITY STAFF HAS AGREED TO ACCEPT A PLAT FEE IN THE AMOUNT OF 2.00%. ONE PERCENT IS TO BE PAID UPON SUBMISSION FOR APPROVAL AND THE REMAINING ONE PERCENT IS TO BE PAID PRIOR TO COMMENCEMENT OF ANY IMPROVEMENTS.

8. The completion of improvements required hereunder and the date of completion shall be determined and certified by the City Engineer.

9. Subdivider hereby acknowledges that the statements set forth in the foregoing acknowledgement are true and correct; that he has read this agreement and understands the same; the release of security as set forth herein shall be at the discretion of the City and shall be so released only in accordance with the terms of the applicable laws of the State of California, local ordinances and regulations.

Executed this 4th day of August, 1993, at  
Calexico, California.

SUBDIVIDER:

By:

Rajinder K. Sharma  
RAJINDER K. SHARMA

Sury B. Sharma  
SAROJ B. SHARMA

Address: 543 S. 4TH STREET, EL CENTRO, CA 92243

CITY OF CALEXICO

By:

APPROVED AS TO FORM:

By:

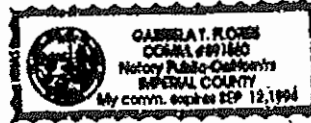
STATE OF CALIFORNIA )  
COUNTY OF IMPERIAL ) s.s.

On August 9, 1993 before me, Gabriela T. Flores a Notary Public in and for said County and State, personally appeared Alejandro C. Armenta personally known to me (or proved 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

*Gabriela T. Flores*



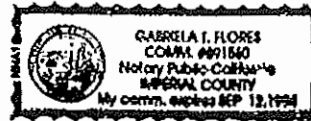
STATE OF CALIFORNIA )  
COUNTY OF IMPERIAL ) s.s.

ON August 10, 1993 before me, Gabriela T. Flores a Notary Public in and for said County and State, personally appeared Michael L. Rood personally known to me (or proved 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

*Gabriela T. Flores*



STATE OF CALIFORNIA )  
COUNTY OF IMPERIAL ) s.s.

ON August 5, 1993 before me, Gabriela T. Flores a Notary Public in and for said County and State, personally appeared Saroj B. Sharma personally known to me (or proved 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Gabriela T. Flores

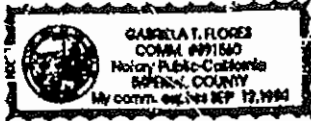


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 1193

State of California  
County of Imperial  
On 8/4/93 before me, Gabriela T. Flores  
DATE NAME, TITLE OF OFFICER E.O. 12958 (NAME DOES NOTIFY PUBLIC)  
personally appeared Rajinder K. Sharma  
(NAME(S) OF JOINTER(S))

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



WITNESS my hand and official seal.

Gabriela T. Flores  
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on this document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
- TITLE(S)
  - PARTNER(S)  LIMITED
  - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(ES)

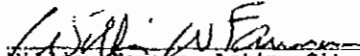
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

OPTIONAL SECTION  
TITLE OR TYPE OF DOCUMENT Subdivision Survey Agreement  
NUMBER OF PAGES Six DATE OF DOCUMENT 8/4/93  
SIGNER(S) OTHER THAN NAMED ABOVE Rajinder K. Sharma, Alejandro C. ...

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

## TO BE APPROVED BY THE CITY ENGINEER \*

- |  |                  |
|--|------------------|
| 1. Amount of faithful performance bond   | \$ 955,781.44 LF |
| 2. Amount of labor and materials bond  | \$ 955,741.44 LF |
| 3. Amount of monument bond   | \$ 4,800.00 LF   |
| 4. Inspection fees   | \$ 19,115.02 LF  |
| * Per Record Documents Labeled " <u>Peal Property Lien and Contract For Improvements in Public Rights-Of-Way</u> " |                  |

  
 William Fannon, Acting City Engineer  
 City of Calexico

\* These blanks will be filled in by the City Engineer. Project Engineer must initial all numbers before this document can be considered complete.

EXHIBIT "A"  
LEGAL DESCRIPTION

RANCHO NORTE SUBDIVISION, PHASE No. 1 In the County of Imperial, State of California being a subdivision of Parcel 4 as shown on Parcel Map filed in Book 9, Page 1 at the County Of Imperial Recorder's Office, in the Southwest Quarter of Section 1, Township 17 South, Range 14 East, San Bernardino Base and Meridian.

EXHIBIT "B"

1. Rancho Norte Tentative Map
2. Rancho Norte Subdivision, Phase No. 1, Final Map
3. Rancho Norte Subdivision, Phase No. 1, Water and Sewer Improvements (5 sheets)
4. Rancho Norte Subdivision, Phase No. 1, Street and Grading Improvements (7 sheets)
5. Rancho Norte Subdivision Phase No. 1, On-Site Street and Grading Improvement Plans (10 Sheets)

Above listed documents have been prepared by South Valley Engineering, Inc., which documents are herein referred to as "Project Documents for Off-Site Improvements"