

Heber Community Center
1132 Heber Avenue
Heber, CA 92249

Committee Members:

Javier Luna Jr.
Raul Miramontes
Edgar Herrera
Isidro Cuen
Sarah Curry

AGENDA
Heber Community Advisory Committee
Monday, March 25, 2024
6:00 P.M.

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Public Comment – 3 Minute per speaker
- V. Approval of the Order of the Agenda
- VI. Approval of the Minutes for February 26, 2024.
- VII. Informational Items
 - a. Presentation/Update regarding update on Public Works projects, as presented by David Dale, deputy Public Works Director.
 - b. Presentation/Update regarding local food permits for community events and in home food preparation/selling, as presented by Imperial County Environmental Health.
- VIII. Discussion/Action Items
 - a. Discussion and any necessary action regarding the regarding Miraluz Apartment subdivision map revision approval, as presented by Chelsea Development
 - b. Discussion and any necessary action regarding analyzing current cost distribution among Heber Residents for maintenance and water usage for parks and recreational areas maintained by HPUD.
- IX. Ad-Hoc Reports/Announcements
 - a. Public Safety (Cuen/Curry)
 - b. Health Services & Parks/Rec. (Curry/Miramontes)
 - c. Public Works (Luna/Herrera)
 - d. Commerce (Luna/Cuen)
 - e. Public Media (Herrera/Miramontes)
- X. Member Reports/Announcements.
- XI. Next Meeting Date

POSTING LOCATIONS: This meeting was legally noticed and posted at the following locations:
<https://board.imperialcounty.org/heber-community-advisory-committee/>



BOARD AGENDA FACT SHEET

CLERK USE ONLY

BOS ACTION

Public Works
Department

March 26, 2024
Requested Board Date

1. Request:

Board Approval

X

Information

Only/Presentation

Other (specify)

Scheduled Hearing

Time: _____

2. Requested Action: Type requested action below

Take the following actions regarding the Miraluz Affordable Housing Project in the Unincorporated area of Heber:

1. Approve Improvement Agreement with Heber Meadows I, LP, for Tract Map 992.
2. Accept and approve the recording of Final Tract Map No. 992– Miraluz Subdivision.

As requested by John A. Gay, P.E., Public Works Director and County Road Commissioner.

3. Cost n/a Source: _____

4. If approval of Contract, reviewed/approved by County Counsel on: 3/5/2024

By: M. Abdelmagied

Action Request # 24-0164 PW

Assigned by County Counsel's Office

5. If approval of position allocation change, reviewed by Human Resources on: _____

By: _____

6. Electronic copy submittal date: _____ By: _____

John Gay

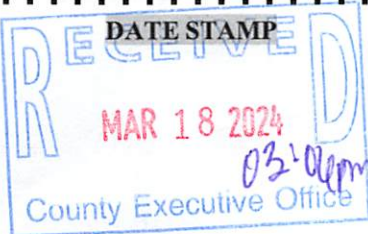
Department Head/Agency Representative

INSTRUCTIONS: Back-up must be submitted **15 BUSINESS days** prior to requested date (Please note a Holiday counts as a Business day.) Back-up submitted must contain an **Original and 2 copies** must be submitted to the County Executive Office double sided and three (3) hole punched. Back-up must be submitted in a PDF format to vanessasalcido@co.imperial.ca.us and gracielaalvarez@co.imperial.ca.us

Reviewed By: _____
Deputy CEO

Reviewed By: _____
Deputy CEO

CEO/CLERK USE ONLY:



BOARD DATE: 3/26/24

Action _____

Filing _____

Consent

Presentation _____

Hearing _____

CEO Approval _____

Other (specify) _____

[Signature]
CEO

3/19/24
Date



Public Works works for the Public



COUNTY OF IMPERIAL

DEPARTMENT OF PUBLIC WORKS

155 S. 11th Street
El Centro, CA
92243

Tel: (442) 265-1818
Fax: (442) 265-1858

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<https://twitter.com/CountyDpw/>

March 26, 2024

Board of Supervisors
County of Imperial Administration Center
940 Main Street
El Centro, CA 92243

Honorable Board Members:

Requested Board Action:

Take the following actions regarding the Miraluz Affordable Housing Project in the Unincorporated area of Heber:

1. Approve Improvement Agreement with Heber Meadows I, LP, for Tract Map 992.
2. Accept and approve the recording of Final Tract Map No. 992– Miraluz Subdivision.

As requested by John A. Gay, P.E., Public Works Director and County Road Commissioner.

Background:

On file with the Clerk of the Board is the Final Tract Map No. 992 – Miraluz Subdivision. The Project site Being Lot D of Heber Meadows Tract 956, Unit 1, in the unincorporated area of Heber, County of Imperial as shown by Final Map filed in Book 23 of Final Maps, Page 39-43, Records of the County of Imperial, State of California. The Board previously approved Tentative Map for Tract 992 on April 26, 2022 under Minute Order No. 23, subject to conditions required by the Planning Commission to which the approval of the final tract map is subject to.

The Project site comprises 16-acres and is located at 175 E. Correll Road, at the southwest corner of Pitzer Road and East Correll Road in Heber, California.

The Project would subdivide Assessor’s Parcel Number 054-601-016 into five (5) lots for the purpose of constructing a phased affordable housing project. It is anticipated that the project will include a total of 320 units. Phase I would construct 64 units, with subsequent phases constructed based on funding availability and market demand. The project would include various on-site amenities, parking, water and sewer facilities, stormwater collection and related infrastructure improvements. The developer has coordinated with Heber Public Utility District (HPUD), Imperial Irrigation District (IID) and Caltrans and has received tentative approval letters per the Conditions of Approval.

Improvement Agreement

Per the Conditions of Approval, it is required that certain improvements be made, including the construction of a traffic signal at the intersection of SR86/Pitzer Road and a dedicated eastbound left -turn lane and a dedicated westbound right-turn lane for access onto and off of

SR 86. Caltrans requires that in lieu of a traffic signal and the aforementioned improvements at this intersection, that a roundabout be installed.. Construction of sidewalks along the project's frontage with Correll Road and Pitzer Road and street lighting shall be provided along the project's frontage and Correll and Pitzer road. The developer shall explore the feasibility of providing a bus stop at the project site and having the local transit authority extend bus service into the project area..

Said improvements are secured through an Improvement Agreement between the County and the subdivider. Pursuant to Government Code §66499, as well as County ordinances, security for such improvements may be in the form of bonds. The subdivider has provided proof of bonds naming the County as the obligee. security for performance and guarantee of the work is in the sum of \$4,118,585.00. Security for payment is in the sum of \$4,118,585.00.

Public Works respectfully requests the Board's approval of the Improvement Agreement as well as accepting and approving the recording of Final Tract Map 992 – Miraluz Subdivision.

Recordation:

Items to record are the Tract Map, Subdivision Guarantee, Improvement Agreement and Tax Certificate.

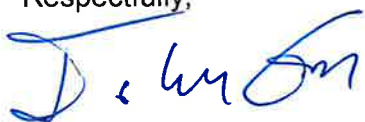
County Counsel Coordination:

The Improvement Agreement for the final tract map was reviewed by the office of County Counsel as part of Action Request Number AR # 24-0164 PW.

Fiscal Impact:

There is no impact to the General Fund.

Respectfully,



John A. Gay, PE
Director of Public Works
County Road Commissioner

CV/

Attachments:

- Improvement Agreement and exhibits.
- Final Tract Map

TRACT 00992 MIRALUZ

BEING LOT D OF HEBER MEADOWS TRACT 956 UNIT 1, AS SHOWN BY FINAL MAP FILED IN BOOK 23 OF FINAL MAPS, PAGE 39-43, RECORDS OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, SAID LANDS BEING LOCATED IN A PORTION OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN
BENJAMIN DANIEL EGAN, FE, PLS 8756
JUNE 2022

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY RETAIN LOT "A" PRIVATE STREET, AS SHOWN HEREON FOR PRIVATE STREET PURPOSES FOR THE BENEFIT OF ALL LOTS WITHIN THE SUBJECT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

LOT "A" - CORRELL COURT (PRIVATE STREET) - THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES FOR THE BENEFIT OF LOTS WITHIN THE SUBDIVISION

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

10' PUBLIC UTILITY EASEMENT SHOWN HEREON - THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES

IMPERIAL VALLEY HOUSING AUTHORITY,
A PUBLIC HOUSING AGENCY

Kirk Mann 2-28-24
SIGNATURE DATE
Kirk Mann
PRINT NAME
EXECUTIVE DIRECTOR
PRINT TITLE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA) S/S
COUNTY OF Imperial)
ON 02/28/24 at 2024 before me *Ludy Inda Flores*, a NOTARY PUBLIC, PERSONALLY APPEARED *Kirk Mann* WHO PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON (BY WHOSE NAME (HE / SHE / HIS / HER) 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 ON THE INSTRUMENT, THE PERSON (BY OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (BY) 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: *Ludy Inda Flores* NAME *Ludy Inda Flores*
SIGNATURE
NOTARY PUBLIC IN AND FOR SAID STATE
MY COMMISSION EXPIRES 07/11/2024
MY COMMISSION NUMBER 24028204
MY PRINCIPAL PLACE OF BUSINESS IS IN Imperial COUNTY.



SUPPORTING DOCUMENTS:

TITLE: SUBDIVISION GUARANTEE DOCUMENT NO: _____
TITLE: IMPROVEMENT AGREEMENT DOCUMENT NO: _____
TITLE: TAX CERTIFICATE DOCUMENT NO: _____
TITLE: _____ DOCUMENT NO: _____
TITLE: _____ DOCUMENT NO: _____
TITLE: _____ DOCUMENT NO: _____

LEGAL DESCRIPTION

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT D OF HEBER MEADOWS TRACT 956 UNIT NO. 1, IN THE COUNTY OF IMPERIAL STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 23, PAGES 39 THROUGH 43 INCLUSIVE OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY, CALIFORNIA.

EXCEPTING THEREFROM AS MINERAL INTEREST AND NOT AS A ROYALTY INTEREST, ONE HUNDRED PERCENT (100%) OF ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AND DEFINED IN SECTION 8963 OF THE CALIFORNIA PUBLIC RESOURCES CODE AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITH-IN OR THAT MAY BE PRODUCED FROM SAID REAL PROPERTY BELOW A DEPTH OF 500 FEET AND TO PRODUCE, INJECT, STORE AND REMOVE FROM OR THROUGH SUCH WELL OR WORKS, OIL, GAS AND OTHER SUBSTANCES OF WHATEVER NATURE, INCLUDING THE RIGHT TO PERFORM ANY AND ALL OPERATIONS DEEMED BY THE IRVINE COMPANY NECESSARY OR CONVENIENT FOR THE EXERCISE OF SUCH MINERAL RIGHTS, THEN TO THE THEN OWNER OF THE REAL PROPERTY GRANTED HEREAFTER TO BEN ABATTI, MARGARET L. ABATTI, TONY ABATTI AND NAFIA ABATTI, AS RESERVED BY THE IRVINE COMPANY, A MICHIGAN CORPORATION IN DEED RECORDED JULY 29, 1983 AS INSTRUMENT NO 102 IN BOOK 1505, PAGE 1312 OF OFFICIAL RECORDS.

SOILS REPORT

A SOILS REPORT HAS BEEN PREPARED SPECIFICALLY FOR THIS SUBDIVISION BY LANDMARK CONSULTANTS, INC. LCI REPORT NO. LE20178, DATED DECEMBER 23, 2020. SAID REPORT IS ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF IMPERIAL COUNTY AND IS AVAILABLE FOR PUBLIC INSPECTION.

SIGNATURE OMISSION STATEMENT

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED IN THAT THEIR INTERESTS CANNOT RISEN INTO FEE:

- IMPERIAL IRRIGATION DISTRICT, HOLDER OF AN EASEMENT FOR CONSTRUCTION, MAINTENANCE AND/OR USE OF A CANAL, TELEPHONE AND/OR ELECTRIC POWER LINE OR LINES AND INCIDENTAL PURPOSES RECORDED JANUARY 20, 1944 AS BOOK 612 PAGE 311 OF OFFICIAL RECORDS (NOT RELOCABLE)
- IMPERIAL IRRIGATION DISTRICT, HOLDER OF AN EASEMENT FOR CANAL, TELEPHONE AND/OR ELECTRIC POWER LINE OR LINES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 27, 1959 AS INSTRUMENT NO. 8 IN BOOK 1616 PAGE 595 OF OFFICIAL RECORDS

COUNTY RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 20__ AT _____ M. IN BOOK _____ OF FINAL MAPS AT PAGE _____ AT THE REQUEST OF THE CLERK OF THE BOARD

SIGNED _____
CHUCK STOREY, COUNTY RECORDER

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CHELSEA INVESTMENT CORPORATION ON AUGUST 26, 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE PLACED AT THE COMPLETION OF IMPROVEMENTS, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED February 22, 2024

Benjamin Daniel Egan
BENJAMIN DANIEL EGAN, PLS 8756



COUNTY SURVEYOR'S STATEMENT

I, DAVID DALE, COUNTY SURVEYOR OF THE COUNTY OF IMPERIAL, HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND DIVISION B, TITLE 9 OF THE CODIFIED ORDINANCE OF IMPERIAL COUNTY HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

David Dale
DAVID DALE DATE MARCH 11, 2024
PLS 8603
IMPERIAL COUNTY SURVEYOR



COUNTY PLANNING DIRECTOR'S STATEMENT

I, HEREBY CERTIFY THAT THIS MAP CONFORMS WITH THE TENTATIVE MAP APPROVED FOR THIS SUBDIVISION.

[Signature] 3/11/24
PLANNING DIRECTOR
COUNTY OF IMPERIAL

CLERK OF THE BOARD OF STATEMENT

I, HEREBY STATE THAT ALL REQUIRED CERTIFICATES, SECURITY AND DOCUMENTS HAVE BEEN FILED. I HEREBY SUBMIT THIS MAP TO THE OFFICE OF THE COUNTY RECORDER.

BLANCA ACOSTA _____ DATE _____
CLERK OF THE BOARD OF SUPERVISORS

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HERE APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENTS ACCORDING TO COUNTY STANDARDS.

CHAIRMAN OF THE BOARD OF SUPERVISORS _____ DATE _____

ATTEST, CLERK OF THE BOARD OF SUPERVISORS _____ DATE _____

TRACT 00992 MIRALUZ

BEING LOT D OF HEBER MEADOWS TRACT 956 UNIT 1, AS SHOWN BY FINAL MAP FILED IN BOOK 23 OF FINAL MAPS, PAGE 39-43, RECORDS OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, SAID LANDS BEING LOCATED IN A PORTION OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN.
BENJAMIN DANIEL EGAN, PE, PLS 8756 JUNE 2022

DATUM STATEMENT

COORDINATES SHOWN HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, (EPOCH 2017.50), BASED LOCALLY UPON THE FOLLOWING CONTINUOUS GPS CONTROL STATIONS AS PUBLISHED BY THE SCRIPPS ORBIT AND PERMANENT ARRAY CENTER (SORAC) AND THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

P496 N. 1,853,522.442 E. 6,762,766.164
P744 N. 1,852,357.153 E. 6,789,479.910

THE PUBLISHED CSRC 2-SIGMA VALUES FOR STATIONS P496 AND P744 INDICATE THAT ALL THREE STATIONS CONFORM TO FOGC ACCURACY CLASSIFICATION OF 5-MILLIMETER AT THE 95% CONFIDENCE LEVEL.

COORDINATES DEPICTED ON THE PUBLIC RESOURCE CODE GEODETIC CONTROL DIAGRAM WERE DERIVED UTILIZING A COMBINATION OF STATIC AND FAST STATIC GPS PROCEDURES. STATIC GPS OBSERVATIONS WERE PERFORMED ON SEPTEMBER 2, 2020, UTILIZING TWO SPECTRA PRECISION SP80 GPS RECEIVERS. VECTORS FOR THE BASE STATIONS WERE POST-PROCESSED TO CSRC STATIONS P496 AND P744 USING STARNET V10 SOFTWARE UTILIZING CCS83 ZONE 6 PROJECTION TABLES AS DEFINED IN SECTIONS 8802 AND 8808 OF THE CALIFORNIA PUBLIC RESOURCE CODE AND UTILIZING THE GEOID 12B GEOID MODEL AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY. FAST STATIC OBSERVATIONS WERE COLLECTED ON THE SAME DAY UTILIZING A SPECTRA PRECISION SP80 GPS RECEIVER COLLECTING A MINIMUM OF 360 EPOCHS AT 1 SECOND INTERVALS. FAST STATIC OBSERVATIONS WERE SUBSEQUENTLY PROCESSED UTILIZING THE POST-PROCESSED VECTORS OF THE AFOREMENTIONED BASE STATIONS UTILIZING THE SAME SOFTWARE, MODELS AND PROCEDURES OUTLINED ABOVE. ACCURACY OF THE EPOCH 2017.50 COORDINATES FOR FOUND MONUMENTS 1 AND 2 AS SHOWN ON THE "EPOCH 2017.50 COORDINATE INFORMATION" TABLE HEREON MEET FOGC ACCURACY CLASSIFICATION: 2-CENTIMETER AT 95% CONFIDENCE LEVEL.

COORDINATES SHOWN HEREON ARE EXPRESSED IN TERMS OF THE US SURVEY FOOT AS DEFINED IN SECTION 8810 OF THE PUBLIC RESOURCES CODE. (ONE FOOT = 1200/3937 METERS)

UNLESS OTHERWISE NOTED, ALL BEARINGS AND DISTANCES SHOWN HEREON ARE IN GROUND. TO CONVERT GRID INVERSE DISTANCES SHOWN HEREON TO GROUND DISTANCES, DIVIDE GRID DISTANCES BY A COMBINED FACTOR OF 1.0000139613 TO OBTAIN GROUND DISTANCES.

CALCULATIONS FROM GRID TO GROUND VALUES AND THE CONVERGENCE ANGLE FOR THIS SURVEY WERE MADE AT POINT NUMBER 1 WITH COORDINATES OF N. 1,849,069.319, E. 6,786,985.558, USING AN ELEVATION OF -13.779 FEET (NAVD88).

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, (2017.50 EPOCH) AS PER GRID INVERSE CALCULATIONS BETWEEN CONTINUOUSLY OPERATING REFERENCE (C.O.R.S.) STATIONS P496 AND P744 PER PUBLISHED VALUES PROVIDED BY THE SCRIPPS ORBIT AND PERMANENT ARRAY CENTER (S.O.P.A.C.), BEING: NORTH 42° 48' 48.17" EAST.

CORS STATION P744
1,852,357.153 N
6,789,479.910 E
ELEV. = -56.915 (NAVD88)

BASIS OF BEARINGS
[N42°48'48.17" E 3187.011] GRID

[N42°48'48.17" E 3187.011] GRID

1,849,069.5433E N
6,785,729.76290 E
ELEV. = -13.096 (NAVD88)
(FOUND CORNER PER FM 23/39-43)

NORTHERLY LINE OF TRACT 956 PER FM 23/39-43

[N65°35'58.53" E 1206.8798] GRID

CONVERGENCE ANGLE AT MONUMENT 1 = +0°24'09.53" COMBINED FACTOR AT MONUMENT 1 = 1.0000139613

1,849,069.319 N
6,786,985.558 E
ELEV. = -13.779 (NAVD88)
(FOUND CORNER PER FM 23/39-43)

CORS STATION P496
1,853,522.442 N
6,762,766.164 E
ELEV. = -15.512 (NAVD88)



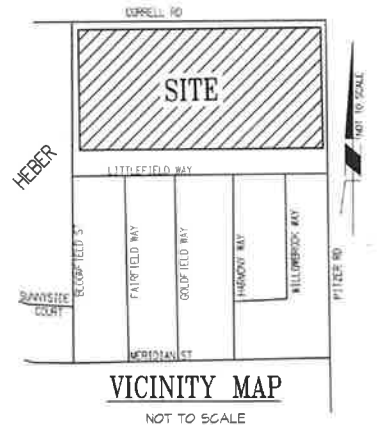
LIMITS OF SURVEY LOT "D" OF FM 23/39-43 SEE DETAIL ON SHEET 3

PUBLIC RESOURCE CODE GEODETIC CONTROL DIAGRAM

(THIS DIAGRAM PROVIDED FOR COMPLIANCE WITH SECTION 8813.1, 8813.2 AND 8813.3 OF THE PUBLIC RESOURCES CODE.)

EPOCH 2017.50 COORDINATE INFORMATION						
POINT ID	NORTHING(CCS83) (US SURVEY FT)	EASTING(CCS83) (US SURVEY FT)	ELEVATION (NAVD88)	COMBINED FACTOR	CONVERGENCE ANGLE	DESCRIPTION OF CONTROL POINT
P496	1,853,522.442	6,762,766.164	-15.512	1.00001178	0-21-33.90	CORS STN - P496
P744	1,852,357.153	6,789,479.910	-56.915	1.00000082	0-24-27.10	CORS STN - P744
1	1,849,069.319	6,786,985.558	-13.779	1.00001396	0-24-09.53	-----
2	1,849,069.543	6,785,729.763	-13.096	1.00001393	0-24-01.45	-----

NOTE: [] DENOTES GRID DISTANCES AND BEARINGS
NOTE: SEE SHEET 3 FOR BOUNDARY INFORMATION, LOT DETAILS AND EASEMENTS



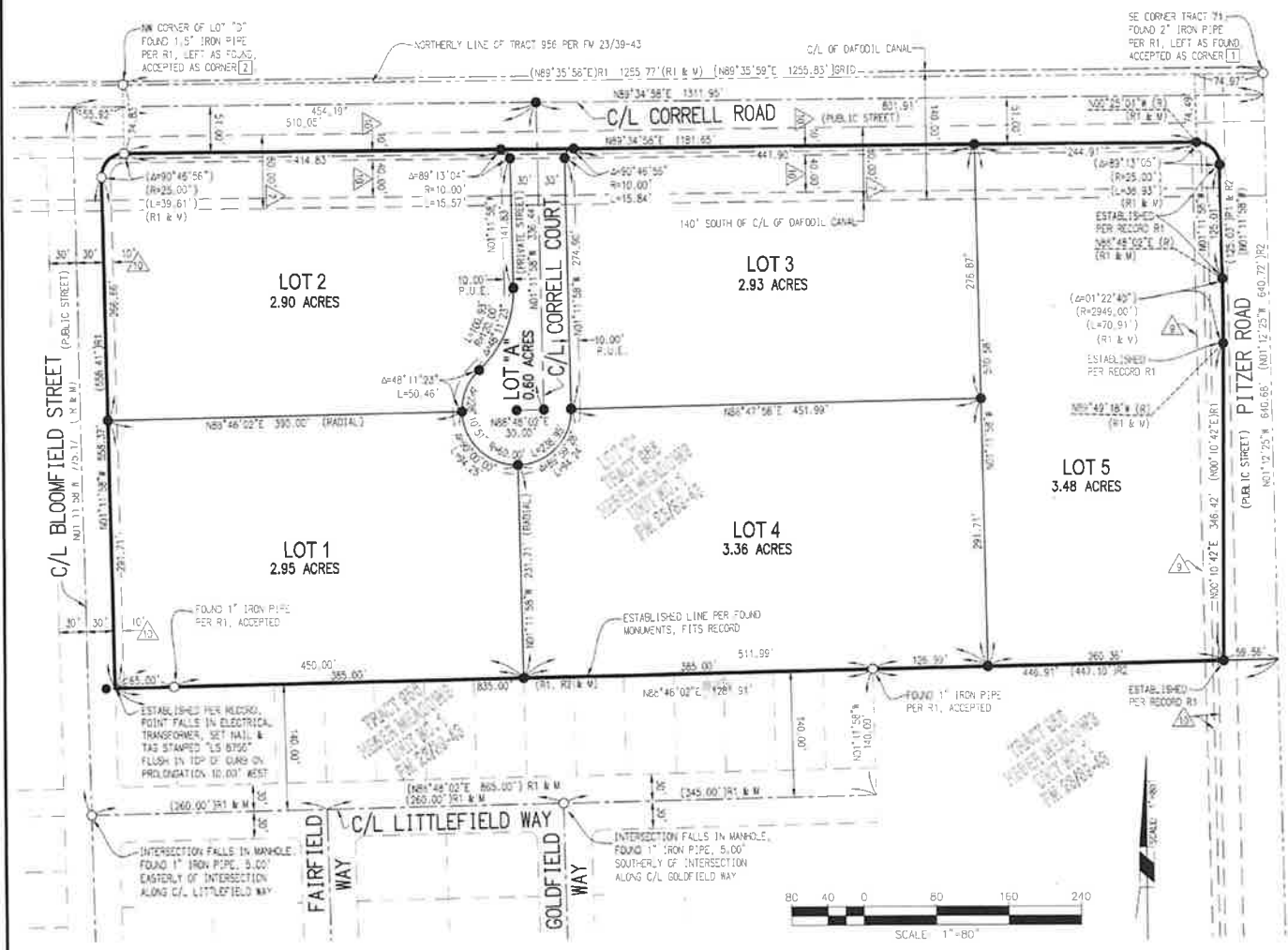
LEGEND:

- | | | | |
|----------|----------------|--------|------------------------|
| C/L | CENTERLINE | R/W | RIGHT OF WAY |
| COR. | CORNER | RAD. | RADIAL |
| CR | CORNER RECORD | RP | RADIAL POINT |
| C.S.F.D. | C.S. SURVEYORS | RS | RECORD OF SURVEY |
| | FIELD BOOK | PMB | PARCEL MAP BOOK |
| DN | DOWN | S | SOUTH |
| E | EAST | SEC. | SECTION |
| EST. | ESTABLISHED | S.F.H. | SEARCHED, FOUND |
| IP | IRON PIPE | U.N.O. | NOTHING |
| M | MEASURED | U.N.O. | UNLESS NOTED OTHERWISE |
| MON. | MONUMENT | W | WEST |
| N | NORTH | WC | WITNESS CORNER |
| REF. | REFERENCE | | |
| FM | FINAL MAP | | |

TRACT 00992

MIRALUZ

BEING LOT D OF HEBER MEADOWS TRACT 956 UNIT 1, AS SHOWN BY FINAL MAP FILED IN BOOK 23 OF FINAL MAPS, PAGE 39-43, RECORDS OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, SAID LANDS BEING LOCATED IN A PORTION OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN
 BENJAMIN DANIEL EGAN, PE, PLS 8756
 JUNE 2022



EASEMENTS

- 5. AN EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT FOR CONSTRUCTION, MAINTENANCE AND/OR USE OF A CANAL, TELEPHONE AND/OR ELECTRIC POWER LINE OR LIENS AND INCIDENTAL PURPOSES, RECORDED JANUARY 20, 1944 AS BOOK 612, PAGE 331 OF OFFICIAL RECORDS. (NOT PLOTTABLE)
- 7. AN EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT FOR CANAL, TELEPHONE AND/OR ELECTRIC POWER LINE OR LIENS AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 27, 1959 AS INSTRUMENT NO. 6 IN BOOK 1016, PAGE 595 OF OFFICIAL RECORDS.
- 9. SUCH RIGHTS AS THE CALIFORNIA DEVELOPMENT COMPANY, NOW KNOWN AS THE IMPERIAL IRRIGATION DISTRICT, MAY HAVE ACQUIRED FOR RIGHT OF WAY UNDER THE ACT OF MARCH 3, 1891 (28 STAT. 1101) 43 USC 55946-950, BY THE FILING AND APPROVAL OF MAPS OF DEFINITE LOCATION IN THE DISTRICT LAND OFFICE, PRIOR TO THE DISPOSITION OF SAID LAND BY THE UNITED STATES OF AMERICA, LYING WITHIN THE BOUNDS OF:
 CENTRAL 3-D DRAIN
 DAFOOL CANAL
 CENTRAL 3-D NO. 1
 (PLOTTED HEREON AS SHOWN ON FV 23/39-43)
- 10. AN EASEMENT SHOWN ON FINAL MAP FILED IN BOOK 23, PAGES 39 THROUGH 43, INCLUSIVE, FOR DRAINAGE, PUBLIC UTILITY AND POWER LINE AND INCIDENTAL PURPOSES.

RECORD DATA:

- (R1) DENOTES RECORD DATA PER FINAL MAP FILED IN BOOK 23, PAGES 39 THROUGH 43 INCLUSIVE OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY.
- (R2) DENOTES RECORD DATA PER FINAL MAP FILED IN BOOK 23, PAGES 67 THROUGH 69 INCLUSIVE OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY.

MONUMENT NOTES:

- DENOTES FOUND MONUMENT PER FINAL MAP FILED IN BOOK 23, PAGES 39 THROUGH 43 INCLUSIVE OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY.
- INDICATES SET 1" IRON PIPE IN TAG STAMPED "LS 8756" PLUS: U.N.O.

AREA TABULATION:

THE SUBJECT PROPERTY GROSS LAND AREA IS 16.22 ACRES, (705,702.50 FT.) MORE OR LESS.

RECORDING REQUESTED BY:
DEPARTMENT OF PUBLIC WORKS
COUNTY OF IMPERIAL
155 SOUTH ELEVENTH STREET
EL CENTRO, CA 92243

WHEN RECORDED MAIL TO:
CLERK OF THE BOARD OF SUPERVISORS
COUNTY ADMINISTRATION CENTER
940 WEST MAIN STREET, SUITE 212
EL CENTRO, CA 92243

IMPROVEMENT AGREEMENT

Tract Map #992 Miraluz Subdivision

THIS IMPROVEMENT AGREEMENT ("Agreement"), made and entered into effective the _____ day of _____, 2024, by and between the **COUNTY OF IMPERIAL**, a political subdivision of the state of California ("**COUNTY**") and **HEBER MEADOWS I, LP** ("**SUBDIVIDER**") (individually, "Party;" collectively, "Parties"), shall be as follows:

RECITALS

WHEREAS, **SUBDIVIDER** is the owner of certain real property described in **Exhibit "A,"** attached hereto and incorporated by this reference as though fully set forth herein ("Property"); and

WHEREAS, the Property was designated part of Tract 956 Unit 1 as shown in recorded map in Book 23 of Maps, Page 39-43, records of the County of Imperial, State of California; and

WHEREAS, **SUBDIVIDER** desires to develop the Property for use as residential apartments; and

WHEREAS, the Imperial County Code of Ordinances, the Conditions of Approval for Tract 956 Subdivision Final Map all requires that upon development of the Property, **SUBDIVIDER** must provide certain Improvements to said Property at **SUBDIVIDER**'s expense; and

WHEREAS, Section 90806.29 of the Imperial County Code of Ordinances requires that **SUBDIVIDER** provide security for the construction of the required Improvements to the Property; and

WHEREAS, **SUBDIVIDER** requests that bonds be used as the form of security; and

WHEREAS, the security herein proposed is intended to be the security contemplated under the provisions of Government Code § 66499 and satisfy the requirements of § 90806.29 of the Imperial County Code of Ordinances; and

WHEREAS, COUNTY desires to agree to use said bonds as security, subject to the terms and conditions provided for herein.

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

1. IMPROVEMENTS.

1.1. As used herein, the Parties agree that the term "Improvements" shall mean the design, permitting, construction and inspection of all improvements for the property set out in both the Conditions of Approval for Tract Map 992 Miraluz and 956 Unit 1 Subdivision, attached hereto as **Exhibit "B"** and incorporated herein, and the signed approved plans for construction ("improvement plans"), attached hereto as **Exhibit "C"** and incorporated herein.

1.2. The Parties also agree that the term "Improvements" shall also mean the design, permitting, and construction of SR-86 and Pitzer Road intersection improvements, the undergrounding of the Imperial Irrigation District (IID) Daffodil Canal, new concrete sidewalks along the south side of Correl Road, as well as the estimated costs of the improvements and survey monuments, attached hereto as **Exhibit "D"** and incorporated herein.

2. OBLIGATION TO CONSTRUCT IMPROVEMENTS.

2.1. SUBDIVIDER agrees to construct the Improvements described herein, at their own cost and expense.

2.2. SUBDIVIDER agrees to pay for all costs of relocating existing utilities required by Improvement.

2.3. SUBDIVIDER obligations hereunder extend to the actual cost of the Improvements even in the event such costs exceed the security amount.

3. SECURITY.

3.1. Upon executing this Agreement, the SUBDIVIDER shall, pursuant to Government Code Section 66499, and COUNTY ordinances, provide as security to the COUNTY the following:

3.1.1. For Performance and Guarantee of Work

- (a) Corporate surety bond in a form acceptable to COUNTY, in the sum of four million one hundred eighteen thousand five hundred eighty-five U.S. dollars and eight cents (\$4,118,585.08), which represents one hundred ten percent (110%) of the estimated costs of the improvements and survey monuments as detailed in **Exhibit "E."**
- (b) Pursuant to Government Code section 66499.3(a), with this security, the SUBDIVIDER guarantees performance of all improvements under this Agreement and maintenance of the improvements for one (1) year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance. The engineer's estimates are for the purpose of estimating the cost of the improvement for establishing the dollar value of the security and shall not define or limit the scope of SUBDIVIDER's obligations to perform all the improvements under this Agreement. The warrant period begins to run only upon completion of all the improvements called for by this Agreement and acceptance of such improvements as complete by the COUNTY.

3.1.2. For Payment

- (a) Bonds, acceptable to COUNTY, in the sum of four million one hundred eighteen thousand five hundred eighty-five U.S. dollars and eight cents (\$4,118,585.08), which represents one hundred ten percent (110%) of the estimated cost of the improvements and the survey monuments as detailed **in Exhibit "E."**
- (b) Pursuant to Government Code 66499.3(b), with this security, the SUBDIVIDER guarantees payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the SUBDIVIDER.

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3.1.3. Reduction of Security

- (a) Upon acceptance of the improvements as complete by the Board of Supervisors and upon request of the SUBDIVIDER, the amount of the securities may be reduced in accordance with Government Code sections 66497, *et. seq.* "Acceptance" as used in this subparagraph is solely for the purpose of considering whether security can be reduced. The improvement security required herein for faithful performance of this Agreement may be reduced in amount, but not more often than once per month, as the improvements are completed. In no event shall this security be reduced until progress reports are submitted to the COUNTY, and the COUNTY determines the following:
 - (i) that improvements in fact have been completed; and
 - (ii) the amount by which the security shall be reduced.
- (b) The determination by the COUNTY as to the completion of improvements and the amount by which the security shall be reduced shall be conclusive. The performance security shall not be reduced to an amount less than ten percent (10%) until the liability established by all parts and subsections of this Agreement is satisfied. Payment security may be reduced only in accordance with Government Code section 66499.7.

4. SURVEYS.

SUBDIVIDER shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the County Surveyor before acceptance of any improvement as complete under this Agreement.

5. RECORD MAP.

In consideration hereof, COUNTY shall allow SUBDIVIDER to file and record the Final Map for said subdivision.

6. GUARANTEE AND WARRANTY OF WORK.

SUBDIVIDER guarantees that said improvements shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the Board of

Supervisors accepts the improvements as complete in accordance with Government Code section 66499.7. SUBDIVIDER agrees to correct, repair, or replace, at its expense, any defects in said work.

7. **IMPROVEMENT PLAN WARRANTY.**

SUBDIVIDER warrants the improvement plans, attached hereto as Exhibit "C," are adequate to accomplish the improvements as promised in Section 2. If, at any time before the Board of Supervisors accepts the improvements as complete or during the one-year guarantee period, said improvement plans prove to be inadequate in any respect, SUBDIVIDER shall make whatever changes necessary to accomplish the Improvements as promised.

8. **FAILURE TO CONSTRUCT IMPROVEMENTS.**

7.1 If SUBDIVIDER fails to complete the improvements within the time specified in this Agreement and subsequent extensions, or fails to maintain the improvements, the COUNTY may proceed to complete and/or maintain the improvements by contract or otherwise, and SUBDIVIDER agrees to pay all costs and charges incurred by the COUNTY (including, but not limited to: engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

7.2 SUBDIVIDER hereby consents to entry on the Subdivision property by COUNTY and its forces, including contractors, in the event the COUNTY proceeds to complete and/maintain the improvements.

7.3 Once action is taken by the COUNTY to complete or maintain the improvements, SUBDIVIDER agrees to pay all costs incurred by COUNTY, even if SUBDIVIDER subsequently completes the Improvements. Should COUNTY sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Improvements, SUBDIVIDER agrees to pay all attorney's fees, and all other expenses of litigation incurred by COUNTY in connection therewith, even if SUBDIVIDER subsequently proceeds to complete the improvements.

9. **DATE OF COMPLETION.**

9.1. The completion of the Improvements required hereunder shall be within three (3) years from the date of the execution of this Agreement, unless otherwise modified pursuant to this Agreement.

9.2. The Date of Completion shall be determined and certified by the Imperial County Public Works Department.

9.3. Should the time for completion of the improvements be extended beyond three (3) years, the COUNTY shall require SUBDIVIDER to provide updated estimated costs of the improvements and the survey monuments. Should the costs of the improvements increase, the SUBDIVIDER must obtain new bonds, in a form acceptable to the COUNTY, in the increased estimated cost amounts.

10. INDEMNITY.

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

10.1 The indemnitees benefitted and protected by this promise are the COUNTY and its elected and appointed boards, commissions, officers, agents, and employees.

10.2 The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred, or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim, or damage was unforeseeable at any time before the COUNTY reviewed said improvement plans or accepted the Improvements as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims, excepting only those claims arising from the sole negligence of COUNTY.

10.3 The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to the SUBDIVIDER, contractor, subcontractor, or any officer, agent, or employee of one or more of these.

10.4 The promises and Agreement in this section are not conditioned or dependent on whether any indemnitee has prepared, supplied, or reviewed any plans or specifications in connection with this Improvement or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.

11. WARNING TO PUBLIC.

SUBDIVIDER shall at all times, through the completion and acceptance of the Improvements by COUNTY, give good and adequate warning to the traveling public of any dangerous or defective

conditions of public property. SUBDIVIDER hereby agrees to pay for any inspection of the Improvements as may be required by COUNTY.

12. DEFAULT.

12.1. Upon the happening of any of the following events, SUBDIVIDER shall be deemed in default of this Agreement. All references to SUBDIVIDER hereunder shall be deemed to include references to SUBDIVIDER's successors, heirs, assigns and/or transferees:

12.1.1. In the event any proceedings are filed, or actions taken by or against SUBDIVIDER to declare SUBDIVIDER bankrupt, to appoint a receiver or trustee for SUBDIVIDER, to reorganize SUBDIVIDER, to make an assignment to the benefit of creditors or to do anything else of a similar nature or purpose under State and Federal insolvency laws, which proceedings are not discharged within sixty (60) days; or

12.1.2. In the event any other term or condition of this Agreement is not fully and faithfully discharged within the time specified or in strict adherence to the time required.

12.2. Upon default by SUBDIVIDER, COUNTY shall have the right to sell the Security Property and/or make demand upon the surety of any bond to which SUBDIVIDER are principal and COUNTY is obligee.

13. CHOICE OF LAW.

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. Any action brought by either party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

14. NOTICE.

14.1. Notices required hereunder shall be in writing and may be given either personally or by registered or certified mail, postage prepaid, return receipt requested. If given by registered or certified mail, such notices shall be addressed as indicated below and shall be given and received upon the earlier actual receipt by the Party to whom the notice was sent or the return of the receipt to the Party giving the notice. Notice personally given shall be deemed to have been given when delivered to the Party to whom the notice is addressed. Any Party

may, upon ten (10) days written notice to the other Party, change the address where notices are to be sent.

14.2. Notices to COUNTY:

Imperial County Public Works Director
155 South Eleventh Street
El Centro, CA 92243

14.3. Notices to SUBDIVIDER:

Heber Meadows I, LP
6339 Paseo Del Lago
Carlsbad, CA 92011

15. MODIFICATION

No modification, review, amendment or change to this Agreement shall be valid unless the same is in writing and signed by the Party against whom the enforcement of such modification, waiver, amendment, discharge, or change is sought or may be sought.

16. ENTIRE AGREEMENT

This Agreement contains the entire contract between the COUNTY and SUBDIVIDER relating to the transactions contemplated and hereby supersedes all prior contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral, relating to how improvements required under Tract Map 992 will be completed.

17. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

18. WAIVER

Inspection of the Improvements and/or materials, or approval of Improvements and/or materials, or statement by any officer, agent or employee of the COUNTY indicating the Improvement or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Improvements and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the SUBDIVIDER of his/her obligation to fulfill this Agreement as prescribed; nor shall the

COUNTY thereby be estopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

19. COUNTERPARTS.

This Agreement may be executed in counterparts.

20. REVIEW OF AGREEMENT TERMS.

This Agreement has been reviewed and revised by legal counsel for both COUNTY and SUBDIVIDER, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

21. CAPTIONS.

Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms thereof.

22. BINDING.

This Agreement shall be binding upon the heirs, successors, assigns, or transferees of the Parties hereto.

23. RECORDATION.

This Agreement shall be recorded with the Imperial County Clerk/Recorder's Office.

[Signatures on Following Page]

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On March 6, 2024 before me, Payton Payne, Notary Public
(insert name and title of the officer)

personally appeared Robert W. Laine
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 Payton Payne (Seal)

IN WITNESS WHEREOF, this Agreement has been executed on the day and year herein first above written.

County of Imperial

By: _____
Luis Plancarte, Chairman
Imperial County Board of Supervisors

SUBDIVIDER

By: _____
Robert W. Laing
President / Executive Director

ATTEST:

By: _____
Blanca Acosta, Clerk of the Board
County of Imperial, State of California

APPROVED AS TO FORM:

Eric R. Havens
County Counsel

By: _____
Mistelle Abdelmagied
Assistant County Counsel

***SUBDIVIDER'S SIGNATURE MUST BE SIGNED BEFORE,
AND NOTARIZED BY A NOTARY PUBLIC***

Exhibit A

LEGAL DESCRIPTION

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

LOT D, OF HEBER MEADOWS TRACT 956 UNIT NO. 1, IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 23, PAGES 39 THROUGH 43 INCLUSIVE OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY, CALIFORNIA.

EXCEPTING THEREFROM AS MINERAL INTEREST AND NOT AS A ROYALTY INTEREST, ONE HUNDRED PERCENT (100%) OF ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AS DEFINED IN SECTION 6903 OF THE CALIFORNIA PUBLIC RESOURCES CODE AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM SAID REAL PROPERTY BELOW A DEPTH OF 500 FEET AND TO PRODUCE, INJECT, STORE AND REMOVE FROM OR THROUGH SUCH WELL OR WORKS, OIL, GAS AND OTHER SUBSTANCES OF WHATEVER NATURE, INCLUDING THE RIGHT TO PERFORM ANY AND ALL OPERATIONS DEEMED BY THE IRVINE COMPANY NECESSARY OR CONVENIENT FOR THE EXERCISE OF SUCH MINERAL RIGHTS, THEN TO THE THEN OWNER OF THE REAL PROPERTY GRANTED HEREINABOVE TO BEN ABATTI, MARGARET L. ABATTI, TONY ABATTI AND NINFA ABATTI, AS RESERVED BY THE IRVINE COMPANY, A MICHIGAN CORPORATION IN DEED RECORDED JULY 29, 1983 AS INSTRUMENT NO. 102 IN BOOK 1505, PAGE 1312 OF OFFICIAL RECORDS.

APN: 054-601-016-000

Exhibit B

CONDITIONS OF APPROVAL
TRACT MAP 992

Exhibit B

Conditions of Approval

for

Heber Meadows Tract Map #00992 Subdivision

(Includes Applicable Conditions Approved in TR #00956)

(APN: 054-601-016-000)

(Approved by Board of Supervisors on April 26, 2022)

The Developer shall comply with all of the CONDITIONS specified below, prior to the map or any portion or phase of the map being recorded, unless a specific condition herein is deferred, or unless the implementation of the condition's requirement is to be implemented at a later date and is secured with an acceptable surety. The term "Developer" shall mean the current owner (s), or any developer (current or future) or any assignee(s), etc.

General Conditions 1

- (1) The Developer shall comply with all local, state and/or federal laws, rules, regulations and/or standards as they may pertain to this project, whether specified herein or not.
- (2) The Developer shall pay any and all amounts as determined by the County of Imperial to defray all costs for the review of reports, field investigations, or other activities related to compliance with this project, County Ordinances, and/or any other laws that apply. No Tract Map shall record until all fees (costs) related to this map and the Mitigated Negative Declaration are paid in full.
- (3) The Developer shall provide and dedicate to the County and other applicable agencies all necessary easements.
- (4) All "off-site" improvement plans shall be reviewed and approved by the County of Imperial Department of Public Works in cooperation with the State of California Department of Transportation, and where applicable the Heber Public Utilities District, prior to any construction. The project shall be constructed to all County and State standards with the most restrictive condition applying.
- (5) All interior road improvements shall meet required standards of the County of Imperial.
- (6) All improvement plans including lot grading, infrastructure to be submitted to the County Department of Public Works for review and approval prior to construction. In performing the review, County standards shall govern.
- (7) All parcels shall have premise identification numbers clearly posted on the curb and the residence, per Uniform Fire Code 1988, (or latest edition) Section 10.208(a). Premise numbers shall be at least six inches (6") in height and of contrasting color to the background or internally illuminated. The numbers will be assigned by Planning & Development Services Department; however, the Developer shall provide an AutoCAD digital (map) copy to the department showing all lot numbers. Multi-Family units on each parcel will be assigned addresses and a directory sign shall be placed on the property. All unit address numbering / size to be approved by Imperial County.

- (8) All plans, reports, and studies shall be reviewed and approved by the respective responsible agencies; prior to the Developer constructing or installing said improvements. All installation of said improvements shall be reviewed and inspected by the respective responsible agencies. Unless expressly deferred in these conditions all conditions are to be satisfied prior to recordation of the final map.
- (9) All easements of record must be shown on the Final Tract Map.
- (10) All solid and hazardous waste shall be disposed of in an approved solid waste disposal site in accordance with existing County, State, and Federal regulations.
- (11) The Developer shall implement a watering plan to control dust and reduce fugitive dust during construction, and shall provide a dust mitigation plan to the Imperial County Air Pollution Control District for review and approval prior to the issuance of a Grading Permit. A copy shall be on file with the Planning & Development Services Department.
- (12) All improvements required for development shall be constructed, or in lieu thereof, security provided prior to recordation of the Tract Map, and shall be in conformance with the County of Imperial Ordinances.
- (13) The Developer shall be responsible for, participate in, and commit necessary resources to assure that all infrastructure(s) necessary is installed in the sequence and at the time required in order to implement the Tract Map.
- (14) A noise study/analysis has been done and shall be implemented, not to exceed exterior 70 CNEL and 55 CNEL interior dBA shall be installed through Planning & Development Services Department approved measures. A noise attenuation structure separating the project from adjacent residential and industrial areas shall be constructed shall be required to mitigate noise impacts from adjacent land uses.
- (15) The Developer shall provide a landscaping plan to the County Planning & Development Services Department for review and approval prior to issuance of the first building permit.
- (16) The Developer shall provide a full soils report for the site, including the addressing of seismic hazards and implement the design of all foundation systems according to the soil engineer's recommendation. Any and all construction shall meet the latest Uniform Codes and provide foundation roadbeds and other structures susceptible to expansive soils as recommended in the soils report.
- (17) Tract Map #00992 shall join any join any current Assessment District applicable to the area identified by Condition 18 of Tract Map #00956.

Environmental Evaluation Committee Specific Mitigation Measures:²

- (18) On-Site/Infrastructure Improvements (Public Works Department). The Developer shall construct sidewalks along the project's frontage with Correll Road and Pitzer Road; street lighting shall be provided along the project's frontage with Correll and Pitzer road with the feasibility of providing a bus stop at the project site and having the local transit authority extend bus service into the project area shall be considered and investigated, and the Developer shall dedicate rights-of-way for bike lanes connecting to the local bike network.

- (19) Burrowing Owl Survey (California Dept. of Fish and Game). The Developer shall do a pre-construction survey for burrowing owls within one month of the commencement of earth disturbance (grading or construction) on the project site; if the pre-construction survey determines that no burrowing owls are on the project site, all on-site burrows shall be caved prior to the commencement of earth disturbance; and if the survey determines that burrowing owls are on-site, adult owls shall be captured and relocated to an off-site reserve and other measures to mitigate potential impacts to the burrowing owl are available and can be negotiated with the California Department of Fish and Game as appropriate.

- (20) Noise – (Planning & Development Services Department). The Developer shall construct a noise barrier of six feet measured vertically from the proposed pad elevation along backyard property lines of single-family lots adjacent to Pitzer Road; all of the recommended barriers shall wrap around side yards where they meet internal streets and drainages; barriers may be earthen berms, masonry, wood, plexiglass, glass or similar material or a combination of these materials and should be solid, with no openings from the ground to the indicated height; when grading plans and architectural plans become available, an indoor noise analysis shall be conducted for two-story single-family homes adjacent to or exposed to noise levels greater than 65 dB CNEL; proposed multiple-family homes shall either be situated at least 110 feet from the centerlines of Pitzer Road and Correll Road or be provided with air conditioning or mechanical devices providing fresh air so windows can remain closed to achieve an interior noise level of 45 dB CNEL; and, future homeowners shall receive notification regarding the potential noise impacts associated with nearby agricultural and other activities.

- (21) Traffic - (Department of Public Works/CALTRANS). The Developer shall construct the traffic signal at the SR 86/Pitzer Road and a dedicated eastbound left-turn lane and a dedicated westbound right-turn lane for access onto and off of SR 86 when warrants are met. The Developer shall ensure that driveways to the multi-family portion of the project shall be restricted to right-turn only in the future at the discretion of the County Public Works Director.

Traffic and Road Related Conditions:³

The Imperial County Public Works Department March 8, 2022 Conditions of Approval:

- (22) Proposed Private Roads (Willowbrook Place) and Cul-De-Sac inside subdivision would be classified as a Local County Road - (Residential), with two (2) lanes, requiring sixty feet (60) of right of way, being thirty (30) feet from proposed centerline and a cul-de-sac with a 50-foot radius. It is required that sufficient future right of way be provided to meet this road classification in the event said private road were ever dedicated to the County.
- (23) Tentative Map TR #00992, being Lot D of Heber Meadows Tract #00956 Unit No.1, as shown by map filed in Book 23 of Maps, Pages 39-43, Records of the County of Imperial, State of California. Heber Meadows Tract #00956 conditional of approval will apply to this development.
- (24) As indicated on the project description and the Intersection Control Evaluation Report included with the project documents, the Subdivider will complete signalization and widening improvements at the Pitzer Road and State Route 86 intersection.
 - a. The Subdivider shall be responsible for obtaining any and all right of way required for the installation of the intersection improvements.
 - b. The Subdivider shall be responsible for obtaining any and all right of way required for any other required improvements along Pitzer Road.
- (25) The Subdivider shall prepare and submit plans for the signalization and widening improvements at the Pitzer Road and State Route 86 intersection, improvements along Willowbrook Place, and onsite improvements for all five (5) proposed lots. Said plans shall be approved by the Imperial County Public Works Department, Caltrans, Imperial Irrigation District, Heber Public Utility District, and any other pertaining agency prior to recordation of the final map.
- (26) The Subdivider shall provide written verification from Heber Public Utility District that sufficient water, sewer, and storm drain services are available to meet the projected demands of the proposed subdivision prior to approval of the tentative map.
- (27) No Final Certificate of Occupancy for any structure or building shall be issued until the signalization and widening improvements at the Pitzer Road and State Route 86 intersection have been completed.
- (28) The Subdivider shall furnish a Drainage and Grading Plan, Hydrology Study, and Geotechnical Report to provide for property grading and drainage control, which shall also include prevention of sedimentation of damage to off-site properties. Said documents shall be completed per *County of Imperial Department of Public Works Engineering Design Guidelines Manual for the Preparation and Checking of Street Improvement, Drainage, and Grading Plans within Imperial County*. The plan, study and report shall be submitted to the Department of Public Works for review and approval.

- (29) Section 12.10.020 – Street Improvement Requirements of Imperial County Ordinance:
- a. Street improvements shall be required in conjunction with, but not limited to, any construction, grading, or related work, including the construction of structures, buildings, or major additions thereto, on property located adjacent to any county street or on property utilizing any county street for ingress and egress.
 - b. For the purpose of establishing proper standards, specification and directions for design and construction of any road, or other land division improvements required to be constructed in the unincorporated territory of Imperial County, the document entitled "Engineering Design Guidelines Manual for the Preparation and checking of Street Improvement, Drainage, and Grading Plans within Imperial County" revision dated September 15, 2008, is hereby adopted and made a part of this division by reference, three copies of which are on file in the office of the clerk of the board of supervisors and for use and examination by the public. Copies of the manual can also be found at the Imperial County Department of Public Works.
- (30) Any activity and/or work within Imperial County right-of-way shall be completed under a permit issued by this Department (encroachment permit) as per Chapter 12.12 – Excavations on or Near a Public Road of the Imperial County Ordinance.
- a. Any activity and/or work may include, but not be limited to, the installation of curb, gutter, sidewalk, driveways, asphalt paving, street lights, traffic signals, stabilized construction entrances, site fence installation, underground/overhead electrical crossings, water/sewer/storm drain pipelines and connections, road repairs, best management practices, temporary traffic control, or any other road improvements.
- (31) All off-site improvements within Imperial County right-of-way shall be financially secured by either a road improvement bond or letter of credit as approved by this Department prior to recordation of the final map. No encroachment, building or grading permits shall be issued until such time said financial security has been provided.
- (32) All permanent structures abutting public roads shall be located outside County ultimate right-of-way.
- (33) Encroachment permit required. Section 12.10.030 - Building Permits of Imperial County Ordinance:
- a. No building permit for any structure or building or major addition to a building or structure shall be issued until the improvements required by Section 12.10.010 of this chapter have been installed. In addition, no building permit shall be issued until there has been compliance with Chapter 12.12 of this title and the requirement that an encroachment permit be obtained.

- (34) The South and West exterior boundary lines of the subdivision, at a minimum, shall be fully monumented prior to recordation of the final map.
- (35) The final survey monuments for interior lot corners, if deferred by agreement between the Subdivider and the County executed prior to recordation of the final map, shall be set immediately following site rough grading and prior to issuance of any permit for development other than site grading.
- (36) Prior to recordation of the final map, the Subdivider shall provide a deposit in the amount of \$1,000.00 to the Department of Public Works for the field inspection of any survey monuments which have been deferred by agreement between the Subdivider and the County executed prior to recordation of the final map. The Subdivider shall only pay actual costs for field inspection of survey monuments. Any remaining balance, if any, shall be refunded to the Subdivider.
- (37) The final survey monument(s) for street centerline, if deferred by agreement between the Subdivider and the County executed prior to recordation of the final map, shall be set immediately before street paving. The installation of monument well sleeves shall be included in the costs for street improvements and shall not be tied to the setting of street centerline monuments.
 - a. Within five (5) days after the final setting of interior lot monuments has been completed, the surveyor of record shall give written notice to the Subdivider and the County Surveyor that final monuments for interior lot corners have been set. The Subdivider shall provide the County Surveyor with evidence of payment to the surveyor of record for the final setting of interior lot corners and receipt thereof by the surveyor of record.
 - b. Within five (5) days after the final setting of street centerline monuments has been completed, the surveyor of record shall give written notice to the Subdivider and the County Surveyor that final monuments for street centerlines have been set. The Subdivider shall provide the County Surveyor with evidence of payment to the surveyor of record for the final setting of street centerline and receipt thereof by the surveyor of record.
- (38) The Developer shall engage the services of a person authorized to perform land surveying services, who shall reference all survey monuments and file a corner record (or record of survey) of the references with the County Surveyor prior to issuance of a permit for development other than site grading. Monument Preservation Report – Pre-Construction (MPR-01) shall be completed and submitted to the Imperial County Department of Public Works for review and approval.
- (39) The Developer shall engage the services of a person authorized to perform land surveying services, who shall set replacements for any monument(s) which were destroyed, or disturbed by construction activity and file a corner record (or record of survey) of any monuments which have been restored, if any, prior to the issuance of a Certificate of Completion/Certificate of Occupancy. Monument Preservation Report

- Post-Construction (MPR-02) shall be completed and submitted to the Imperial County Department of Public Works for review and approval.
- (40) The Subdivider will be required to repair any damages caused to County roads by construction traffic during construction and maintain them in safe conditions.
 - (41) The Subdivider shall obtain a Caltrans encroachment permit for Pitzer Road improvements connecting to State Route 86.
 - (42) The Subdivider shall obtain Imperial Irrigation District encroachment permit for any and all development improvement impacts to Imperial Irrigation District facilities.
 - (43) The Subdivider shall coordinate and/or obtain any required permits from Heber Public Utility District for any proposed water, sewer, storm drain, and street light improvements.
 - (44) All solid and hazardous waste shall be disposed of in approved solid waste disposal sites in accordance with existing County, State and Federal regulations (per Imperial County Code of Ordinances, Chapter 8.72).
 - (45) All on-site traffic areas shall be hard surfaced to provide all weather access for emergency vehicles. The surfacing shall meet the Department of Public Works and Fire/Office of Emergency Services (EOS) Standards as well as those of the Air Pollution Control District (APCD).
 - (46) The project shall require a National Pollutant Discharge Elimination System (NPDES) permit and Notice of Intent (NOI) from the Regional Water Quality Control Board (RWQCB) prior to County approval of onsite grading plan (40 CFR 122.28).
 - (47) A Transportation Permit shall be required from road agency(s) having jurisdiction over the haul route(s) for any hauls of heavy construction equipment and/or large construction vehicles which impose greater than legal loads on riding surfaces, including bridges (per Imperial County Code of Ordinances, Chapter 10.12 – Overweight Vehicles and Loads).
 - (48) Effective September 15, 2020, the State’s Mandatory Organic Waste Recycling Law (AB 1826 or Chapter 727, Statutes of 2014) decreased the threshold requiring all businesses and multi-dwelling facilities of 5 units or more generating two (2) cubic yards or more of solid waste per week to recycle their organic waste including landscape waste, wood waste, and food waste. Information about possible organics waste recycling services can be found at the CalRecycle site at: <https://www.calrecycle.ca.gov/Recycle/Commercial/Organics/>
 - (49) All cul-de-sacs at the end of each street shall have a minimum paved radius of fifty (50) feet for fire and emergency vehicle turn around with parking restrictions.
 - (50) Any roads with a bicycle path must comply with Caltrans Bikeway Design criteria and shall be reviewed and approved by the Public Works Department.

- (51) All improvements subject to a County Encroachment Permit shall be subject to review and approval by the Director of Public Works. All conditions of the Encroachment Permit shall supercede those shown on approved plans and specifications if determined more stringent as determined by the Director of Public Works.
- (52) Tile lines within right-of-way must be removed and plugged at the right-of-way line, unless otherwise approved by the Imperial Irrigation District.
- (53) The Developer shall bear the cost for road name signs, regulatory and stop signs. Signs are to be constructed and installed by the Developer unless otherwise agreed to by both County and Developer. All costs incurred by County Public Works Department shall be billed to the Developer. The minimum structural section shall be 3 inches asphalt concrete over 9 inches of Class 2 Aggregate Base for roads classified as local. 4 inches of asphalt concrete over 12 inches of Class 2 Aggregate Base for roads classified as Industrial, Commercial, Collectors, or greater. These road sections are the minimum unless a project soils report, based on the highest Traffic Index (TI) expected to occur during a 20-year period following construction that indicates a thicker section is required. The TI value must be approved by the Director of Public Works.
- (54) The Developer shall install street lighting within Tract #00992 including Correll Road, Pitzer Road, Bloomfield Road, Willowbrook Place, and Cul-De-Sac with all costs borne by the Developer. Street Lighting shall be installed to the requirements and standards of the County of Imperial, IID and the Heber Public Utility District. The street lighting shall be maintained by the assessment district as provided for in Condition 18 of existing Track #00956.
- (55) The Developer shall install fire hydrants and fire protection systems to plans and specifications approved by the County Public Works Department, the Imperial County Fire Department, the Uniform Fire Code and the Heber Public Utility District with all costs borne by the Developer.
- (56) Concrete curb and gutter to be contiguous to sidewalks, unless otherwise specified and approved by the Public Works Department.
- (57) Rights-of-way:
 - a. Correll Road is classified as a Minor Arterial requiring one hundred two (102) feet of right-of-way, being fifty-one (51) feet from the existing road centerline. The Developer must provide sufficient right-of-way to meet this road classification by dedication to the County prior to any utilities/improvement(s) being installed. The Developer shall provide a maximum of seventy-six (76) feet of right-of-way along the project frontage.
 - b. Pitzer Road is classified as a Major Collector requiring eight-for (84) feet of right-of-way. However, due to the significant residential of this development, it is requested that one hundred two (102) feet of right-of-way (Minor Arterial) be

provided to meet this road classification. The Developer shall provide a maximum of fifty-one (51) feet of right-of-way along the project frontage.

- c. All canal alignment right-of-way review, construction, and under-grounding shall be coordinated with the Imperial Irrigation District and the County Public Works Department.
- (58) Road Paved Widths: Roads with sixty (60) feet of right-of-way shall be forty (40) feet paved section (curb-to-curb distance). Proposed bicycle lanes, parking or median curbs may also necessitate wider paved widths and the developer shall be responsible for providing all necessary improvements.
- (59) Correll Road shall require a raised median. The median shall be constructed at time of development of Tract Map #00992 lots adjacent to Correll Road.
- (60) The Developer shall design and construct Pitzer Road, along the subdivision frontage only, to provide thirty-two (32) feet of paving at the intersection of Correll Road and Pitzer Road, tapering to a minimum of twenty-five (25) feet of paved traveled way at the southerly subdivision boundary and continuing to State Route 86.
- (61) Full on-site road improvements shall be provided with the Final Map. All plans shall be reviewed and approved by the Imperial County Public Works Department.
- (62) All minimum mitigation measures outlined in the Tract Map #00992 Traffic Study shall be addressed by the Developer.

Drainage and Grading Conditions

- (63) The Developer shall provide a Grading and Drainage Study/Plan to provide for property grading and erosion control which shall also include the prevention of sedimentation or damage to offsite properties (and storm water retention for a 100 year storm event). The Study/Plan shall be submitted to the Department of Public Works for review and approval and the Developer shall implement the approved plan prior to recordation of the Tract Map. Employment of Appropriate Stormwater Best Management Practices (BMP's) shall be included.
- (64) The Developer shall provide to the Imperial County Public Works Department, a written verification from the Imperial Irrigation District, that they will accept surface drainage from this proposed subdivision.
- (65) Tract Map #00992 shall utilize and modify as required the existing detention basin constructed for Tract Map #00956 (Condition 43).
- (66) The Detention basin and all drainage appurtenances, including inlet and outlet structures, storm drains, etc., are maintained by the assessment district established by Tract Map #00956.

- (67) The Developer shall join the existing assessment district to fence and maintain the detention pond, irrigation system, landscaping, and lights for the existing detention basin per Condition 45 of Tract Map #00956.
- (68) All drainage structure designs must be reviewed and approved by the Department of Public Works prior to construction.
- (69) Permanent drainage facilities and right-of-way, including access, shall be provided from development to point of satisfactory disposal.
- (70) The minimum finish floor elevation shall be 12" above top of fronting street curb unless property is below street level and/or 6" above the 100-year frequency storm event or storm track. A local engineering practice is to use a 5" precipitation event as a storm track in the absence of detailed flood information.
- (71) The County is implementing a storm water quality program as required by the State Water Resources Control Board which may modify or add to the requirements and guidelines presented elsewhere in this document. This can include on-going monitoring of water quality of storm drain runoff, implementation of Best Management Practices (BMP's) to reduce storm water quality impacts downstream or along adjacent properties.

Miscellaneous Conditions of Approval:

- (72) Provide public utility easements for power facilities on the project site. These proposed easements shall be approved by the IID prior to map recording. A letter of approval must be provided by the IID.
- (73) The Developer shall provide engineered and detailed plans of water and sewer line systems for review and approval by the Heber Public Utility District and the Imperial County Department of Public Works, and other appropriate agencies. All necessary water, sewer and fire flow calculation shall be provided to both Heber Public Utility District (HPUD) and the County. This includes a copy of the HPUD water and sewer master plans.
- (74) The Developer shall construct water and sewer lines to grade, location design and size, as approved by the Heber Public Utility District and Imperial County Department of Public Works.
- (75) Water and sewer lines inside and outside the subdivision boundary must be within dedicated easements or in public roads.

- (76) Prior to recordation of Tract Map #00992, the Developer shall provide a copy of the most current service capacity study/plan as prepared by a California Registered Engineer for HPUD. The analysis, shall at a minimum, identify the facility capacity to meet its existing needs, the already approved projects within the Heber Public Utilities District Service Area and this project.
- (77) Provide hydraulic calculations for all waterlines to County Department of Public Works and Heber Public Utilities District for review and approval.
- (78) The primary water lines serving the Tract Map are required to be looped prior to construction or at such time that the Registered Civil Engineer calculated flow rates warrant. The Fire/OES Department's maximum flow rate for multi-family dwellings and all new utilities serving the Tract Map shall be under-grounded as required.
- (79) The Developer shall provide to the Fire/Office of Emergency Services and the Department of Public Works hydraulic calculations for fire flow. The calculations shall analyze for the longest segment of lines that are looped or for the furthest hydrant in the project.
- (80) The Developer shall install fencing as proposed around the entire subdivision any new detention basins.
- (81) The Developer shall be responsible for, participate in, and commit necessary resources to assure that all infrastructure(s) necessary is installed in the sequence and at the time required in order to implement the Tract Map.
- (82) Water/sewer service to the project shall be secured from HPUD. The County shall not approve/record any phase of this development for actual construction until the HPUD provides (through its licensed engineer) certification that capacity for said phase is available and committed, e.g. Lot D of Tract Map #00956 cannot be developed for future residential development unless and until the HPUD provides through its licensed engineer the appropriate certification that these services are available. Developer in accepting this approved map for the development of the 320 multi-family dwellings with all its conditions agrees and is required to sign an agreement with County that developer shall hold the County harmless for any and all litigation, damages, claims that may result if services are not available and project cannot be developed, even if project starts but is not allowed to be completed.

CALTRANS, District 11, Transportation Conditions: 486

- (83) The Developer shall provide a bond or other surety to pay for the intersection traffic signals at State Route 86 and Pitzer Road when traffic warrants are met.

- (84) Any work performed within the CALTRANS right-of-way shall require an encroachment permit. For those portions of the project within the right-of-way the permit application must be stated in both Metric and English units (Metric first, with English in parentheses). (If work is anticipated in the right-of-way, the Developer's environmental document must include such work in their project description and indicate that an encroachment permit will be needed). Information regarding encroachment permits may be obtained by contacting our Permits Office at 619-688-6158. Early coordination with our agency is strongly advised for all encroachment permits.
- (85) As part of the encroachment permit process, the Developer shall provide appropriate environmental approval (CEQA) for potential environmental impacts to the Department right-of-way. The Developer is responsible for quantifying the environmental impacts of the improvements (project level analysis) and completing all appropriate mitigation measures for the impacts. The Developer shall also be responsible for procuring any necessary permits or approvals from the regulatory and resource agencies for the improvements.
- (86) Any work performed within Caltrans' RW will require discretionary review and approval by Caltrans and an encroachment permit will be required for any work within Caltran's RW prior to construction. As part of the encroachment permit process, the Developer must provide an approved final environmental document including the CEQA determination addressing any environmental impacts with the Caltrans' RW, and any corresponding technical studies.

Air Pollution Control District Conditions: ⁵

- (87) **AQ-1a:** Prior to commencing construction, the project Developer will be required to submit a Dust Control Plan to the ICAPCD for approval. The Dust Control Plan will identify all sources of PM₁₀ emissions and associated mitigation measures during the construction and operational phases (see Rule 801 F.2). The Developer shall submit a "Construction Notification Form" to the ICAPCD 10 days prior to the commencement of any earthmoving activity. The Dust Control Plan submitted to the ICAPCD shall meet all applicable requirements for control of fugitive dust emissions, including the following measures designed to achieve the no greater than 20-percent opacity performance standard for dust control and address the following parameters:
- a. All disturbed areas, including bulk material storage that is not being actively used, shall be effectively stabilized; and visible emissions shall be limited to no greater than 20-percent opacity for dust emissions by using water, chemical stabilizers, dust suppressants, tarps or other suitable material, such as vegetative groundcover. Bulk material is defined as earth, rock, silt, sediment, and other organic and/or inorganic material consisting of or containing particulate matter with 5 percent or greater silt content. For modeling purposes, it was assumed that watering would occur twice daily.

- b. All on-site unpaved roads segments or areas used for hauling materials shall be effectively stabilized. Visible emissions shall be limited to no greater than 20 percent opacity for dust emissions by restricting vehicle access, paving, application of chemical stabilizers, dust suppressants and/or watering.
- c. The transport of bulk materials on public roads shall be completely covered, unless 6 inches of freeboard space from the top of the container is maintained with no spillage and loss of bulk material. In addition, the cargo compartment of all haul trucks shall be cleaned and/or washed at the delivery site after removal of bulk material, prior to using the trucks to haul material on public roadways.
- d. All track-out or carry-out on paved public roads, which includes bulk materials that adhere to the exterior surfaces of motor vehicles and/or equipment (including tires) that may then fall onto the pavement, shall be cleaned at the end of each workday or immediately when mud or dirt extends a cumulative distance of 50 linear feet or more onto a paved road within an urban area sheltering or enclosing the operation and transfer line except where such material or activity is exempted from stabilization by the rules of ICAPCD.

(88) **AQ-1b:** Each project proponent shall implement all applicable standard measures for construction combustion equipment for the reduction of excess NOX emissions as contained in the Imperial County CEQA Air Quality Handbook and associated regulations. These measures include:

- a. Use alternative-fueled or catalyst-equipped diesel construction equipment, including all off-road and portable diesel-powered equipment.
- b. Minimize idling time, either by shutting equipment off when not in use or reducing the time of idling to five minutes at a maximum.
- c. Limit the hours of operation of heavy-duty equipment and/or the amount of equipment in use. Replace fossil-fueled equipment with electrically driven equivalents (assuming powered by a portable generator set and are available, cost effective, and capable of performing the task in an effective, timely manner).
- d. Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing construction activity during the peak hour of vehicular traffic on adjacent roadways.
- e. Implement activity management (e.g., rescheduling activities to avoid overlap of construction phases, which would reduce short-term impacts).

Imperial Irrigation District: 7

- (89) To initiate the process to obtain electric service for phase 1 of the project (60 apartment units), the Developer will be required to submit a complete set of approved plans, including any photo-voltaic installation drawings for the PV component of the project, (hard copy and CAD files); project schedule, estimated in-service date, electrical loads, panel size, panel locations, voltages, accessibility to operate and maintain IID equipment, and the applicable fees, permits, easements and environmental compliance documentation pertaining to the provision of electrical service to the project. The Developer shall be responsible for all costs and mitigation measures related to providing electrical service to the project.
- (90) Due to limited electrical capacity in the area. A circuit study may be required. Any improvements identified in the circuit study to allow electrical service to the development project shall be the financial responsibility of the Developer .
- (91) Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances).
- (92) In addition to IID's recorded easements, IID claims, at a minimum, a prescriptive right of way to the toe of slope of all existing canals and drains. Where space is limited and depending upon the specifics of adjacent modifications, the 110 may claim additional secondary easements/prescriptive rights of ways to ensure operation and maintenance of IID's facilities can be maintained and are not impacted and if impacted mitigated. Thus, IID should be consulted prior to the installation of any facilities adjacent to IID's facilities. Certain conditions may be placed on adjacent facilities to mitigate or avoid impacts to IID's facilities.
- (93) Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, water deliveries, canals, drains, etc.) need to be included as part of the project's CEQA and/or NEPA documentation, environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully analyzed. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project Developer. IID energy facilities that will be impacted include:
- a. HL 1 92kV and the P 92kV transmission lines.
 - b. T-323 and T-324 7.2/12.5kV distribution circuits (impacted by improvements along SR-86 & Pitzer Road).

- c. T-322 7.2/12.5kV distribution circuit (impacted by the multi-family housing project).
- (94) IID water facilities that may be impacted include the Central Drain No. 3D No. 1 and the Central Drain No. 3D. The Central Drain No. 3D No. 1 is located along the parcel's northern boundary. The Central Drain No 3D is located along the parcel's eastern boundary.
- (95) The Developer may not use IID's canal or drain banks to access the project site. Any abandonment of easements or facilities will be approved by IID based on systems (Irrigation, Drainage, Power, etc.) needs.
- (96) For safety purposes and to allow access for IID operation and maintenance activities, fencing should be installed at the boundary of IID's right of way. The project's fencing plan should consider IID's right-of-way.
- (97) To insure there are no impacts to IID's Central Drain No. 3D No. 1 or Central Drain No 3D, the project's design and fencing plans are to be submitted to IID Water Department Engineering Services Section prior to finalization for review.
- (98) Should the proposed project require site access from Correll Road or Pitzer Road, an IID crossing and encroachment permit will be required. When new crossings or modifications to existing crossings are needed, the Developer will be responsible for the cost of these improvements and IID will design and construct them.
- (99) The Developer will be required to contact the IID Real Estate Section and request encroachment permits for the IID facilities being impacted and provide approved improvement plans, profile drawings of the project, including the SR-86 and Pitzer Road improvements and signalization work for review and comment.

Heber Public Utility District :⁸

- (100) Developer shall satisfied HPUD's requirements per letter dated November 03, 2021 for the project's domestic water, sanitary sewer, and stormwater drainage service system requirements prior recordation of the Tract Map.

1 TR00956 General Conditions
2 TR00956 EEC Mitigation Measures
3 TR00992 Public Works Letter March 8, 2022
4 TR00956 CALTRANS Letter
5 TR00992 APCD Letter dated November 15, 2021
6 TR00992 CALTRANS letter dated December 15, 2021
7 TR00992 IID comment letter dated November 3, 2021
8 TR00992 Heber Public Utility District comment letter November 03, 2021

CONDITIONS OF APPROVAL
TRACT MAP 956

FINAL
Conditions of Approval
for
Heber Meadows Tract Map #956 Subdivision
(APNs: 054-170-38 & 52-01)
(Approved by Board of Supervisors on August 3, 2004)

The Developer shall comply with all of the CONDITIONS specified below, prior to the map or any portion or phase of the map being recorded, unless a specific condition herein is deferred, or unless the implementation of the condition's requirement is to be implemented at a later date and is secured with an acceptable surety. The term "Developer" shall mean the current owner (s), or any developer (current or future) or any assignee(s), etc.

General Conditions 1

- (1) The Developer shall comply with all local, state and/or federal laws, rules, regulations and/or standards as they may pertain to this project, whether specified herein or not.
- (2) The Developer shall pay any and all amounts as determined by the County of Imperial to defray all costs for the review of reports, field investigations, or other activities related to compliance with this project, County Ordinances, and/or any other laws that apply. No Tract Map shall record until all fees (costs) related to this map and the Mitigated Negative Declaration are paid in full.
- (3) The Developer shall provide and dedicate to the County and other applicable agencies all necessary easements.
- (4) All "off-site" improvement plans shall be reviewed and approved by the County of Imperial Department of Public Works in cooperation with the State of California Department of Transportation, and where applicable the Heber Public Utilities District, prior to any construction. The project shall be constructed to all County and State standards with the most restrictive condition applying.
- (5) All interior road improvements shall meet required standards of the County of Imperial.
- (6) All improvement plans including lot grading, infrastructure to be submitted to the County Department of Public Works for review and approval prior to construction. In performing the review, County standards shall govern.
- (7) All parcels shall have premise identification numbers clearly posted on the curb and the residence, per Uniform Fire Code 1988, (or latest edition) Section 10.208(a). Premise numbers shall be at least six inches (6") in height and of contrasting color to the background or internally illuminated. The numbers will be assigned by Planning/Building Department; however, the Developer shall provide an autocaded digital (map) copy to the department showing all lot numbers.

- (8) All plans, reports, and studies shall be reviewed and approved by the respective responsible agencies; prior to the Developer constructing or installing said improvements. All installation of said improvements shall be reviewed and inspected by the respective responsible agencies. Unless expressly deferred in these conditions all conditions are to be satisfied prior to recordation of the final map.
- (9) All easements of record must be shown on the Final Tract Map.
- (10) All solid and hazardous waste shall be disposed of in an approved solid waste disposal site in accordance with existing County, State, and Federal regulations.
- (11) The Developer shall implement a watering plan to control dust and reduce fugitive dust during construction, and shall provide a dust mitigation plan to the Imperial County Air Pollution Control District for review and approval prior to the recordation of the Tract Map. A copy shall be on file with the Planning/Building Department.
- (12) All improvements required for development shall be constructed, or in lieu thereof, security provided prior to recordation of the Tract Map, and shall be in conformance with the County of Imperial Ordinances.
- (13) The Developer shall be responsible for, participate in, and commit necessary resources to assure that all infrastructure(s) necessary is installed in the sequence and at the time required in order to implement the Tract Map.
- (14) A noise study/analysis has been done and shall be implemented, not to exceed exterior 70 CNEL and 55 CNEL interior dBA shall be installed through Planning/Building Department approved measures. A noise attenuation structure separating the project from adjacent residential and industrial areas shall be constructed shall be required to mitigate noise impacts from adjacent land uses.
- (15) The Developer shall provide a landscaping plan to the County Planning/Building Department for review and approval prior to issuance of the first building permit.
- (16) The Developer shall provide a full soils report for the site, including the addressing of seismic hazards and implement the design of all foundation systems according to the soil engineer's recommendation. Any and all construction shall meet the latest Uniform Codes and provide foundation roadbeds and other structures susceptible to expansive soils as recommended in the soils report.
- (17) A fiscal impact analysis/study for the whole project (single family and multi-family) in all of its phases, shall be prepared prior to the recordation of the first Final Map for mitigating all of the impacts of the project on the current level of services, i.e. fire, sheriff, roads, water and sewer, street lighting, detention area, and park maintenance for the life of the project.

- (18) An Assessment District shall be formed, pursuant to the Land Use Ordinance, Section 90806.26, et. seq., and said District shall pay the capital cost of the public improvement, the maintenance and operational expenses of the public improvements, or the cost of the service being provided, as identified within the fiscal impact analysis/study, prior to the sale of any parcel within the proposed project (pursuant to Government Code, Section 53750, (b)).

Environmental Evaluation Committee Specific Mitigation Measures:²

- (19) On-Site/Infrastructure Improvements (Public Works Department). The Developer shall construct sidewalks along the project's frontage with Correll Road and Pitzer Road; street lighting shall be provided along the project's frontage with Correll and Pitzer road with the feasibility of providing a bus stop at the project site and having the local transit authority extend bus service into the project area shall be considered and investigated, and the Developer shall dedicate rights-of-way for bike lanes connecting to the local bike network.
- (20) Burrowing Owl Survey (California Dept. of Fish and Game). The Developer shall do a pre-construction survey for burrowing owls within one month of the commencement of earth disturbance (grading or construction) on the project site; if the pre-construction survey determines that no burrowing owls are on the project site, all on-site burrows shall be caved prior to the commencement of earth disturbance; and if the survey determines that burrowing owls are on-site, adult owls shall be captured and relocated to an off-site reserve and other measures to mitigate potential impacts to the burrowing owl are available and can be negotiated with the California Department of Fish and Game as appropriate.
- (21) Noise – (Planning/Building Department). The Developer shall construct a noise barrier of six feet measured vertically from the proposed pad elevation along backyard property lines of single-family lots adjacent to Pitzer Road; all of the recommended barriers shall wrap around side yards where they meet internal streets and drainages; barriers may be earthen berms, masonry, wood, plexiglass, glass or similar material or a combination of these materials and should be solid, with no openings from the ground to the indicated height; when grading plans and architectural plans become available, an indoor noise analysis shall be conducted for two-story single-family homes adjacent to or exposed to noise levels greater than 65 dB CNEL; proposed multiple-family homes shall either be situated at least 110 feet from the centerlines of Pitzer Road and Correll Road or be provided with air conditioning or mechanical devices providing fresh air so windows can remain closed to achieve an interior noise level of 45 dB CNEL; and, future homeowners shall receive notification regarding the potential noise impacts associated with nearby agricultural and other activities.
- (22) Traffic - (Department of Public Works/CALTRANS). The Developer shall contribute a "fair share" towards the planned future signalization of the SR 86/I-8 westbound ramps intersection; the Developer shall contribute a fair share towards the planned future signalization of the SR 86/I-8 eastbound ramps intersection; the Developer shall contribute a fair share towards the future signalization of the Dogwood

Road/Chick Road/Danenberg Road intersection and provide dedicated left-turn pockets on each approach; the Developer shall contribute a fair share towards the signalization of the Dogwood Road/Correll Road Intersection and provide dedicated westbound left-turn and right-turn lanes on Correll Road and provide a dedicated southbound left-turn lane on Dogwood Road; the Developer shall provide a bond or other surety for the construction of a traffic signal at the SR 86/Pitzer Road and a dedicated eastbound left-turn lane and a dedicated westbound right-turn lane for access onto and off of SR 86 when warrants are met; the Developer shall contribute a fair share towards the signalization and associated geometric improvements of the SR 111/Jasper Road intersection; the Developer shall provide a bond or other surety for the signalization of the future access points on both Correll Road and Pitzer Road when traffic signal warrants are met and signalization shall include dedicated left-turn pockets; the Developer shall ensure that driveways to the multi-family portion of the project shall be restricted to right-turn only in the future at the discretion of the County Public Works Director; and, the Developer shall contribute a "fair share" towards the provision of a second northbound left-turn lane and a dedicated eastbound right-turn lane at the SR 111/SR 86 intersection.

Traffic and Road Related Conditions:

- (23) The Developer shall agree to participate in the "Dogwood/McCabe Benefit Fee Area" which provides for road and park improvements within the Benefit Fee Area, which this development lies within.
- (a) If the Tract Map records prior to the "Benefit Fee Area" being implemented, then the improvements shall be the Developer's responsibility with no "fair share" cost sharing and all improvements shall be provided or security provided as required by County Ordinance prior to the recordation of the Tract Map;
- (b) If the Tract Map records after the "Benefit Fee Area" is implemented, then the Developer shall participate in the benefit program and should the value of required improvements installed by Developer exceed the benefit fees due, the Developer shall be eligible for reimbursements from future developers within the "Benefit Fee Area".
- (24) All cul-de-sacs at the end of each street shall have a minimum paved radius of fifty (50) feet for fire and emergency vehicle turn around with parking restrictions.
- (25) Any roads with a bicycle path must comply with Caltrans Bikeway Design criteria and shall be reviewed and approved by the Public Works Department.
- (26) All improvements subject to a County Encroachment Permit shall be subject to review and approval by the Director of Public Works. All conditions of the Encroachment Permit shall supercede those shown on approved plans and specifications if determined more stringent as determined by the Director of Public Works.

- (27) Tile lines within right-of-way must be removed and plugged at the right-of-way line, unless otherwise approved by the Imperial Irrigation District.
- (28) An encroachment permit shall be secured from the Department of Public Works for any and all new, altered or unauthorized existing driveways, alterations to public roads and/ or connections to public roads that may be necessary to access the lots. (Entrance improvements shall meet the appropriate agency's standards, requirements, and/or approvals.) An encroachment permit is also required for any work within the road right-of-way.
- (29) The Developer shall bear the cost for road name signs, regulatory and stop signs. Signs are to be constructed and installed by the Developer unless otherwise agreed to by both County and Developer. All costs incurred by County Public Works Department shall be billed to the Developer. The minimum structural section shall be 3 inches asphalt concrete over 9 inches of Class 2 Aggregate Base for roads classified as local. 4 inches of asphalt concrete over 12 inches of Class 2 Aggregate Base for roads classified as Industrial, Commercial, Collectors, or greater. These road sections are the minimum unless a project soils report, based on the highest Traffic Index (TI) expected to occur during a 20-year period following construction that indicates a thicker section is required. The TI value must be approved by the Director of Public Works.
- (30) The Developer shall install street lighting within the tract boundary and along the subdivision frontage with all costs borne by the Developer. Street Lighting shall be installed to the requirements and standards of the County of Imperial, IID and the Heber Public Utility District. The street lighting shall be maintained by the assessment district as provided for in Condition 17.
- (31) Payment to the County Public Works Department or bonding for two future applications of seal coat, necessary striping, and a 1½ inch resurfacing shall be provided prior to release of any phase.
- (32) The Developer shall install fire hydrants and fire protection systems to plans and specifications approved by the County Public Works Department, the Imperial County Fire Department, the Uniform Fire Code and the Heber Public Utility District with all costs borne by the Developer.
- (33) Concrete curb and gutter to be contiguous to sidewalks, unless otherwise specified and approved by the Public Works Department.
- (34) All Public Improvement Plans and Grading and Drainage Plans shall be reviewed and approved by the Department of Public Works prior to construction by the Developer. All public improvements must meet the County Department of Public Works standard guidelines and standards prior to approval.

- (35) Rights-of-way:
- a. Correll Road is classified as a Minor Arterial requiring one hundred two (102) feet of right-of-way, being fifty-one (51) feet from the existing road centerline. The Developer must provide sufficient right-of-way to meet this road classification by dedication to the County prior to any utilities/improvement(s) being installed. The Developer shall provide a maximum of seventy-six (76) feet of right-of-way along the project frontage.
 - b. Pitzer Road is classified as a Major Collector requiring eight-for (84) feet of right-of-way. However, due to the significant residential of this development, it is requested that one hundred two (102) feet of right-of-way (Minor Arterial) be provided to meet this road classification. The Developer shall provide a maximum of fifty-one (51) feet of right-of-way along the project frontage.
 - c. All canal alignment right-of-way review, construction, and under-grounding shall be coordinated with the Imperial Irrigation District and the County Public Works Department.
- (36) Road Paved Widths: Roads with sixty (60) feet of right-of-way shall be forty (40) feet paved section (curb-to-curb distance). Proposed bicycle lanes, parking or median curbs may also necessitate wider paved widths and the developer shall be responsible for providing all necessary improvements.
- (37) Correll Road shall require a raised median.
- (38) The Developer shall design and construct Correll Road and Pitzer Road to the satisfaction of the Public Works Director meeting County standards. The Developer shall design and construct Correll Road, along the subdivision frontage only, to provide thirty-two (32) feet of paved traveled way, as depicted on the tentative map. Should drainage consideration during final design require additional paving, an additional three feet may be required. The Developer shall design and construct Correll Road, between the westerly subdivision boundary and the end of improvements within the vicinity of the existing railroad tracks located on Correll Road, west of Rockwood Avenue, to provide twenty-five (25) feet of paved traveled way only. The Developer shall design and construct Pitzer Road, along the subdivision frontage only, to provide thirty-two (32) feet of paving at the intersection of Correll Road and Pitzer Road, tapering to a minimum of twenty-five (25) feet of paved traveled way at the southerly subdivision boundary and continuing to State Route 86.
- (39) Full on-site road improvements shall be provided with the Final Map. All plans shall be reviewed and approved by the Imperial County Public Works Department.
- (40) All minimum mitigation measures outlined in the Project Traffic Study shall be addressed by the Developer.

Drainage and Grading Conditions

- (41) The Developer shall provide a Grading and Drainage Study/Plan to provide for property grading and erosion control which shall also include the prevention of sedimentation or damage to offsite properties (and storm water retention for a 100 year storm event). The Study/Plan shall be submitted to the Department of Public Works for review and approval and the applicant shall implement the approved plan prior to recordation of the Tract Map. Employment of Appropriate Stormwater Best Management Practices (BMP's) shall be included.
- (42) The Developer shall provide to the Imperial County Public Works Department, a written verification from the Imperial Irrigation District, that they will accept surface drainage from this proposed subdivision.
- (43) The Developer shall construct all of the required retention volume for a 100-year storm for the detention basin prior to the issuance of the first Certificate of Occupancy and hydrology and hydraulic calculations for determining the storm system design shall be provided to the satisfaction of the Director of Public Works. When appropriate, water surface profiles and adequate field survey cross-section data may also be required.
- (44) Detention pond and all drainage appurtenances, including inlet and outlet structures, storm drains, etc., are to be maintained by the assessment district.
- (45) The Developer shall establish an assessment district to fence and maintain the detention pond, install irrigation system, landscaping, and lights for the life of the project.
- (46) All drainage structure designs must be reviewed and approved by the Department of Public Works prior to construction.
- (47) All structures must be constructed above the 100-year storm flood level. All pad elevations and 100-year storm levels must be shown on the Final Tract Map Improvement Plans.
- (48) All detention or retention ponds must be designed to drain out within seventy-two (72) hours of any storm event or developer shall provide a mosquito abatement plan to be reviewed and approved by the Division of Environmental Health Services/Health Department. These ponds shall also be designed to avoid accumulation of nuisance water and debris and shall be simple to maintain.
- (49) Public drainage facilities shall be designed to carry the ten-year six hour storm underground, the 25-year storm between the top of curbs provided two 12' minimum width dry lanes exist and the 100-year frequency storm between the right-of-way lines with at least one 12' minimum dry lane open to traffic. All culverts in public rights-of-way, except direct connections to Imperial Irrigation District system facilities or culverts constructed by the Developer, but falling under the jurisdiction of

the Imperial Irrigation District, shall be designed to accommodate a 100-year frequency storm.

- (50) Permanent drainage facilities and right-of-way, including access, shall be provided from development to point of satisfactory disposal.
- (51) Retention volume on detention or retention basins should have a total volume capacity for a three (3) inch minimum precipitation covering the entire site with no C reduction factors. Volume can be considered by a combination of basin size and volume considered within parking and/or landscaping areas.
- (52) There is no guarantee that a detention basin out letting to an IID facility or other storm drain system will not back up should the facility be full and unable to accept the project runoff. This provides the safety factor from flooding by ensuring each development can handle a 3" inch precipitation over the project site.
- (53) The minimum finish floor elevation shall be 12" above top of fronting street curb unless property is below street level and/or 6" above the 100-year frequency storm event or storm track. A local engineering practice is to use a 5" precipitation event as a storm track in the absence of detailed flood information.
- (54) The County is implementing a storm water quality program as required by the State Water Resources Control Board which may modify or add to the requirements and guidelines presented elsewhere in this document. This can include on-going monitoring of water quality of storm drain runoff, implementation of Best Management Practices (BMP's) to reduce storm water quality impacts downstream or along adjacent properties.

Miscellaneous Conditions of Approval:

- (55) Provide public utility easements for power facilities on the project site. These proposed easements shall be approved by the IID prior to map recording. A letter of approval must be provided by the IID.
- (56) The Developer shall provide engineered and detailed plans of water and sewer line systems for review and approval by the Heber Public Utility District and the Imperial County Department of Public Works, and other appropriate agencies. All necessary water, sewer and fire flow calculation shall be provided to both Heber Public Utility District (HPUD) and the County. This includes a copy of the HPUD water and sewer master plans.
- (57) The Developer shall construct water and sewer lines to grade, location design and size, as approved by the Heber Public Utility District and Imperial County Department of Public Works.
- (58) Water and sewer lines inside and outside the subdivision boundary must be within dedicated easements or in public roads.

- (59) All subsequent map phases shall be reviewed by the Director of Public Works for changes in state law and/or design standards that are applicable.
- (60) Prior to recordation of the Tract Map, the Developer shall provide a copy of the most current service capacity study/plan as prepared by a California Registered Engineer for HPUD. The analysis, shall at a minimum, identify the facility capacity to meet its existing needs, the already approved projects within the Heber Public Utilities District Service Area and this project.
- (61) Provide hydraulic calculations for all waterlines to County Department of Public Works and Heber Public Utilities District for review and approval.
- (62) The primary water lines serving the Tract Map are required to be looped prior to construction or at such time that the Registered Civil Engineer calculated flow rates warrant. The Fire/OES Department's maximum flow rate for single family dwellings is 1,000 gallons per minute and for multi-family dwellings will depend on the square footage per multi-family dwelling and all new utilities serving the Tract Map shall be under-grounded as required.
- (63) The Developer shall provide to the Fire/Office of Emergency Services and the Department of Public Works hydraulic calculations for fire flow. The calculations shall analyze for the longest segment of lines that are looped or for the furthest hydrant in the project.
- (64) The Developer shall install fencing as proposed around the entire subdivision and detention basin/park.
- (65) The Developer shall be responsible for, participate in, and commit necessary resources to assure that all infrastructure(s) necessary is installed in the sequence and at the time required in order to implement the Tract Map.
- (66) Water/sewer service to the project shall be secured from HPUD. The County shall not approve/record any phase of this development for actual construction until the HPUD provides (through its licensed engineer) certification that capacity for said phase is available and committed, e.g. lots B, C and D cannot be developed for future residential development unless and until the HPUD provides through its licensed engineer the appropriate certification that these services are available. Developer in accepting this approved map for the development of the 219 single family dwellings with all its conditions agrees and is required to sign an agreement with County that developer shall hold the County harmless for any and all litigation, damages, claims that may result if services are not available and project cannot be developed, even if project starts but is not allowed to be completed.

CALTRANS, District 11, Transportation Conditions:⁴

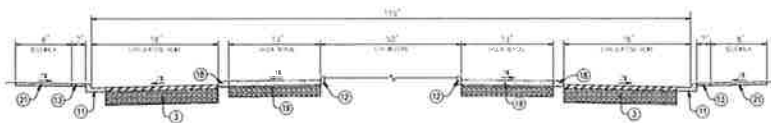
- (67) The Developer shall provide a bond or other surety to pay for the Developer's fair share of intersection traffic signals at State Route 86 and Pitzer Road when traffic warrants are met.
- (68) Any work performed within the CALTRANS right-of-way shall require an encroachment permit. For those portions of the project within the right-of-way the permit application must be stated in both Metric and English units (Metric first, with English in parentheses). (If work is anticipated in the right-of-way, the Developer's environmental document must include such work in their project description and indicate that an encroachment permit will be needed). Information regarding encroachment permits may be obtained by contacting our Permits Office at 619-688-6158. Early coordination with our agency is strongly advised for all encroachment permits.
- (69) As part of the encroachment permit process, the Developer shall provide appropriate environmental approval (CEQA) for potential environmental impacts to the Department right-of-way. The Developer is responsible for quantifying the environmental impacts of the improvements (project level analysis) and completing all appropriate mitigation measures for the impacts. The Developer shall also be responsible for procuring any necessary permits or approvals from the regulatory and resource agencies for the improvements.

- 1 General Conditions
- 2 EEC Mitigation Measures
- 3 Public Works Letter
- 4 CALTRANS Letter

Exhibit C

Exhibit D

CALTRANS
PROJECT PLANS



STATE ROUTE 86 / PITZER RD ROUNDABOUT

PERMIT NUMBER **11-XX-XXX-XXXX**

CD **11-IMP** RCL **86** PM **1.26 - 0.92**

STATE REPRESENTATIVE _____ DATE _____

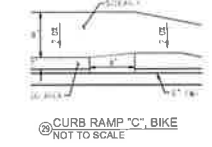
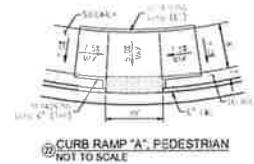
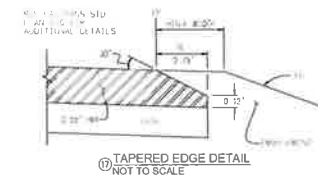
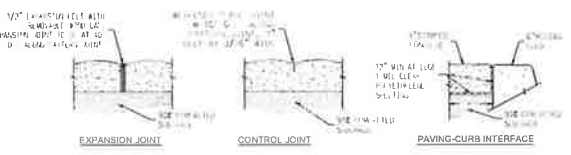
NOT FOR CONSTRUCTION

REGISTERED CIVIL ENGINEER (SEAL)

DATE _____

1. AN CIVIL, INC.
46150 COMB RD, STE 5011C 100
FALLEN LA, CA 92701

① CONCRETE IRRIGATION CANAL
STA 235+57.9 - 244+50.0 RT
NOT TO SCALE



CONSTRUCTION NOTES

NO.	DESCRIPTION	UNITS	QUANTITY
1	REMOVE EXISTING ASPHALT	SF	493.282
2	2" CONC. AND 2" CURB (SEE PLAN) 12" x 12" x 12" CONC. JOINT	SI	45.768
3	2" CONC. AND 2" CURB (SEE PLAN) 12" x 12" x 12" CONC. JOINT	SF	11,611
4	REMOVE EXISTING ASPHALT	LS	5
5	REMOVE EXISTING ASPHALT	LS	2
6	REMOVE EXISTING ASPHALT	LS	2
7	REMOVE EXISTING ASPHALT	LS	33
8	REMOVE EXISTING ASPHALT	LS	0
9	REMOVE EXISTING ASPHALT	LS	1,185
10	REMOVE EXISTING ASPHALT	LS	1,434
11	REMOVE EXISTING ASPHALT	LS	1,210
12	REMOVE EXISTING ASPHALT	SF	XXXX
13	REMOVE EXISTING ASPHALT	LS	385
14	REMOVE EXISTING ASPHALT	LS	280
15	REMOVE EXISTING ASPHALT	LS	1,143
16	REMOVE EXISTING ASPHALT	LS	249
17	REMOVE EXISTING ASPHALT	SF	2,214
18	REMOVE EXISTING ASPHALT	SF	3,042
19	REMOVE EXISTING ASPHALT	SF	4,765
20	REMOVE EXISTING ASPHALT	LS	8
21	REMOVE EXISTING ASPHALT	LS	5
22	REMOVE EXISTING ASPHALT	LS	2
23	REMOVE EXISTING ASPHALT	LS	1,323
24	REMOVE EXISTING ASPHALT	LS	378
25	REMOVE EXISTING ASPHALT	LS	1
26	REMOVE EXISTING ASPHALT	LS	1
27	REMOVE EXISTING ASPHALT	LS	430
28	REMOVE EXISTING ASPHALT	LS	1
29	REMOVE EXISTING ASPHALT	LS	4

65% CALTRANS SUBMITTAL

LOWE CIVIL, INC.
46150 COMB RD, STE 5011C 100
FALLEN LA, CA 92701

TYPICAL SECTIONS, QUANTITIES & DETAILS

NO.	DESCRIPTION	UNITS	QUANTITY
2			11

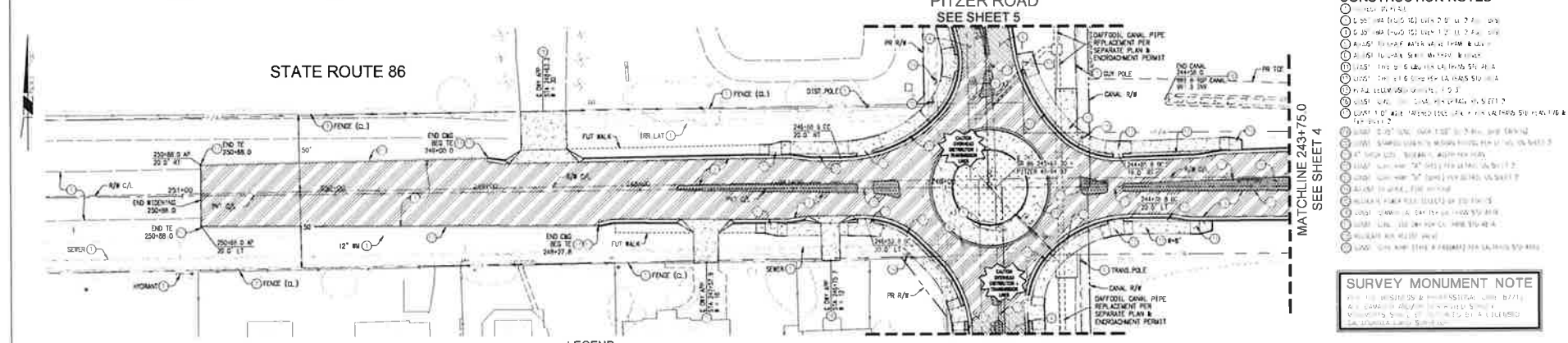
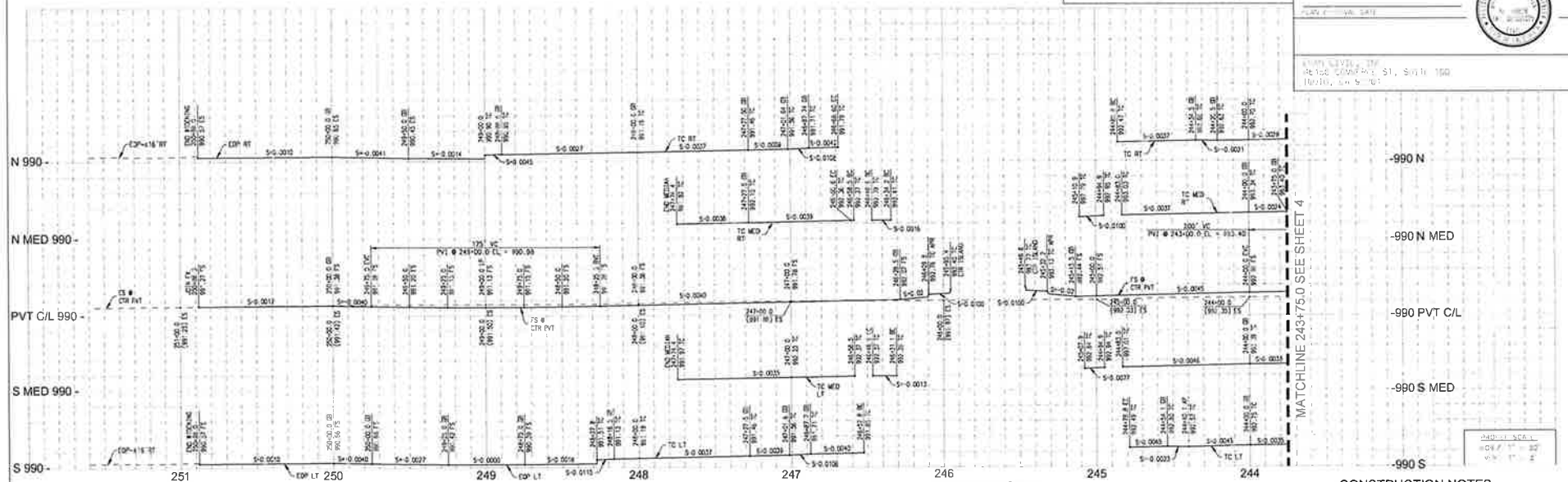
PROJECT NUMBER	11-XX-XXX-XXXX	SHEET	11	TOTAL SHEETS	11
CD	11-IMP	R/W	86	1:26-0.92	3

NOT FOR CONSTRUCTION

STATE REPRESENTATIVE _____ DATE _____



DATE: 11/10/10
 REVISION: 11/10/10
 DRAWN BY: J. J. J.



- CONSTRUCTION NOTES**
- 1. ALL UTILITIES TO BE DELETED AND REINSTALLED PER THE EXISTING RECORD DRAWINGS.
 - 2. ALL UTILITIES TO BE DELETED AND REINSTALLED PER THE EXISTING RECORD DRAWINGS.
 - 3. ALL UTILITIES TO BE DELETED AND REINSTALLED PER THE EXISTING RECORD DRAWINGS.
 - 4. ALL UTILITIES TO BE DELETED AND REINSTALLED PER THE EXISTING RECORD DRAWINGS.
 - 5. ALL UTILITIES TO BE DELETED AND REINSTALLED PER THE EXISTING RECORD DRAWINGS.
 - 6. ALL UTILITIES TO BE DELETED AND REINSTALLED PER THE EXISTING RECORD DRAWINGS.
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 - 8. ALL UTILITIES TO BE DELETED AND REINSTALLED PER THE EXISTING RECORD DRAWINGS.
 - 9. ALL UTILITIES TO BE DELETED AND REINSTALLED PER THE EXISTING RECORD DRAWINGS.
 - 10. ALL UTILITIES TO BE DELETED AND REINSTALLED PER THE EXISTING RECORD DRAWINGS.

SURVEY MONUMENT NOTE
 ALL SURVEY MONUMENTS TO BE REPLACED PER THE EXISTING RECORD DRAWINGS.

EXISTING UTILITY NOTE
 ALL UTILITIES TO BE DELETED AND REINSTALLED PER THE EXISTING RECORD DRAWINGS.

LEGEND

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[Symbol]	1200" WATER

LINE / CURVE DATA
 ALL CURVES TO BE RECONSTRUCTED PER THE EXISTING RECORD DRAWINGS.



65% CALTRANS SUBMITTAL

4301 LITTLE BLVD
 46100 CORNER 51, STATE 100
 FOLSOM, CA 95701

PLAN & PROFILE - SR 86
 STA 250+88.0 - 243+75.0

DATE	11/10/10	SCALE	1" = 40'
SHEET	3	TOTAL SHEETS	11

PERMIT NUMBER 11-XX-XXX-XXXX
 CD 11-IMP PTL 86 PM 1.26 - 0.92

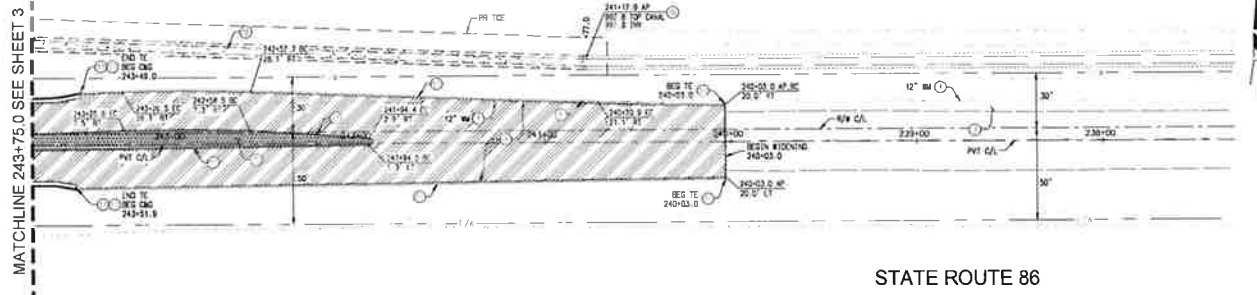
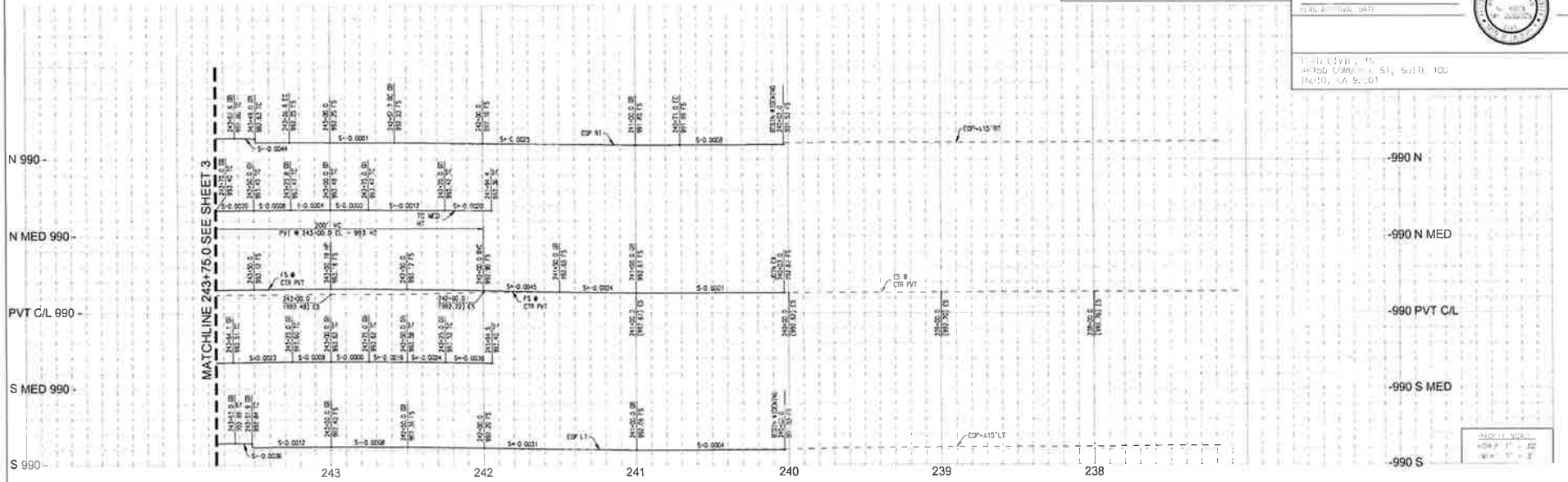
POST	DATE	SCALE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
11	IMPERIAL	86	1.26 - 0.92	4	11

NOT FOR CONSTRUCTION

STATE PROJECT INITIATIVE DATE



STATE CIVIL ENGINEER
 46150 CAMINO DEL ESTE, SUITE 100
 INDIO, CA 92021



- CONSTRUCTION NOTES**
- 1. EXISTING UTILITIES TO REMAIN
 - 2. 12" DIA. 12' SPACING
 - 3. 12" DIA. 12' SPACING
 - 4. 12" DIA. 12' SPACING
 - 5. 12" DIA. 12' SPACING
 - 6. 12" DIA. 12' SPACING
 - 7. 12" DIA. 12' SPACING
 - 8. 12" DIA. 12' SPACING

- LEGEND**
- 1. 12" DIA. 12' SPACING
 - 2. 12" DIA. 12' SPACING
 - 3. 12" DIA. 12' SPACING
 - 4. 12" DIA. 12' SPACING

SURVEY MONUMENT NOTE
 ALL SURVEY MONUMENTS SHOWN ON THIS PLAN AND PROFILE ARE TO BE SET BY THE CONTRACTOR IN ACCORDANCE WITH THE CALIFORNIA SURVEYING AND MAPPING ACT AND THE SURVEYING AND MAPPING ACT REGULATIONS.

EXISTING UTILITY NOTE
 ALL EXISTING UTILITIES SHOWN ON THIS PLAN AND PROFILE ARE TO BE MAINTAINED AND PROTECTED THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. ANY CHANGES TO THE LOCATION OR DEPTH OF EXISTING UTILITIES SHALL BE APPROVED BY THE ENGINEER BEFORE CONSTRUCTION.

LINE / CURVE DATA
 ALL CURVE DATA IS TO BE SET BY THE CONTRACTOR IN ACCORDANCE WITH THE CALIFORNIA SURVEYING AND MAPPING ACT AND THE SURVEYING AND MAPPING ACT REGULATIONS.

STATE ROUTE 86

65% CALTRANS SUBMITTAL

STATE CIVIL ENGINEER
 46150 CAMINO DEL ESTE, SUITE 100
 INDIO, CA 92021

PLAN & PROFILE - SR 86
 STA 243+75.0 - 240+03.0



4	11
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PROJECT NUMBER 11-XX-XXX-XXXX
 CD 11-IMP RD 86_PV_1.26-0.92

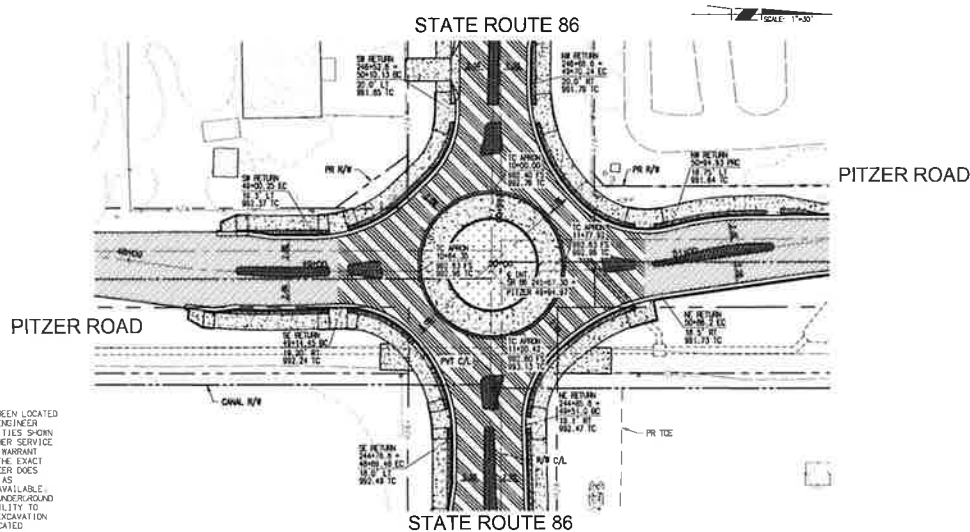
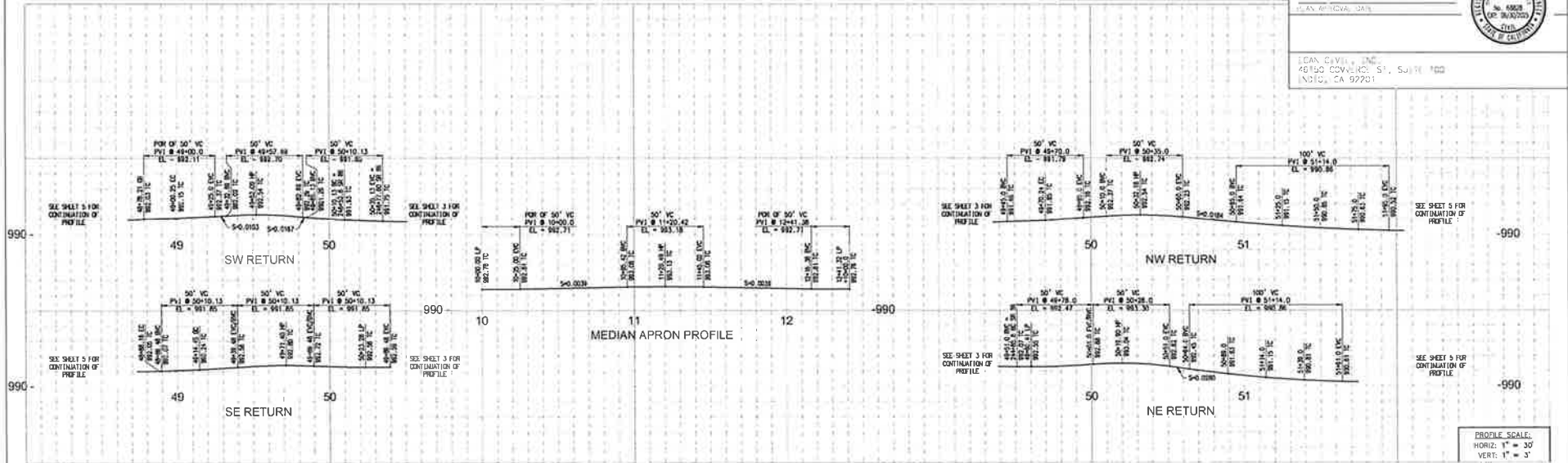
DATE	DESIGN	SCALE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
11	IMPERIAL	88	1.26-0.92	5	11

NOT FOR CONSTRUCTION

REGISTERED CIVIL ENGINEER DATE: _____
 SEAL APPROVAL DATE: _____



IAN CIVIL, INC.
 46150 COMMERCE ST., SUITE 100
 INDIO, CA 92201



EXISTING UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM RECORD DRAWINGS AND FIELD SURVEYS. THE ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER SERVICE OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED HEREON. HOWEVER THE ENGINEER DOES CERTIFY THAT THE UTILITY LOCATIONS ARE SHOWN AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE ENGINEER HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INVESTIGATE THE AREA PRIOR TO BEGINNING ALL EXCAVATION OPERATIONS FOR ALL SHOWN AND/OR UTILITIES LOCATED THROUGH A DIG ALERT LOCATION.

SURVEY MONUMENT NOTE

PER THE BUSINESS & PROFESSIONAL CODE 8771, ALL DAMAGED AND/OR DESTROYED SURVEY MONUMENTS SHALL BE REPLACED BY A LICENSED CALIFORNIA LAND SURVEYOR.

65% CALTRANS SUBMITTAL

IAN CIVIL, INC.
 46150 COMMERCE ST., SUITE 100
 INDIO, CA 92201

ROUNDABOUT PROFILES



DATE: 04/21/2015

REVISION NUMBER	SHEET	OF
	6	11

SIGN LEGEND



PROJECT NUMBER 11-XX-XXX-XXXX

CD 11-IMP RT 86 PM 1.26-0.92

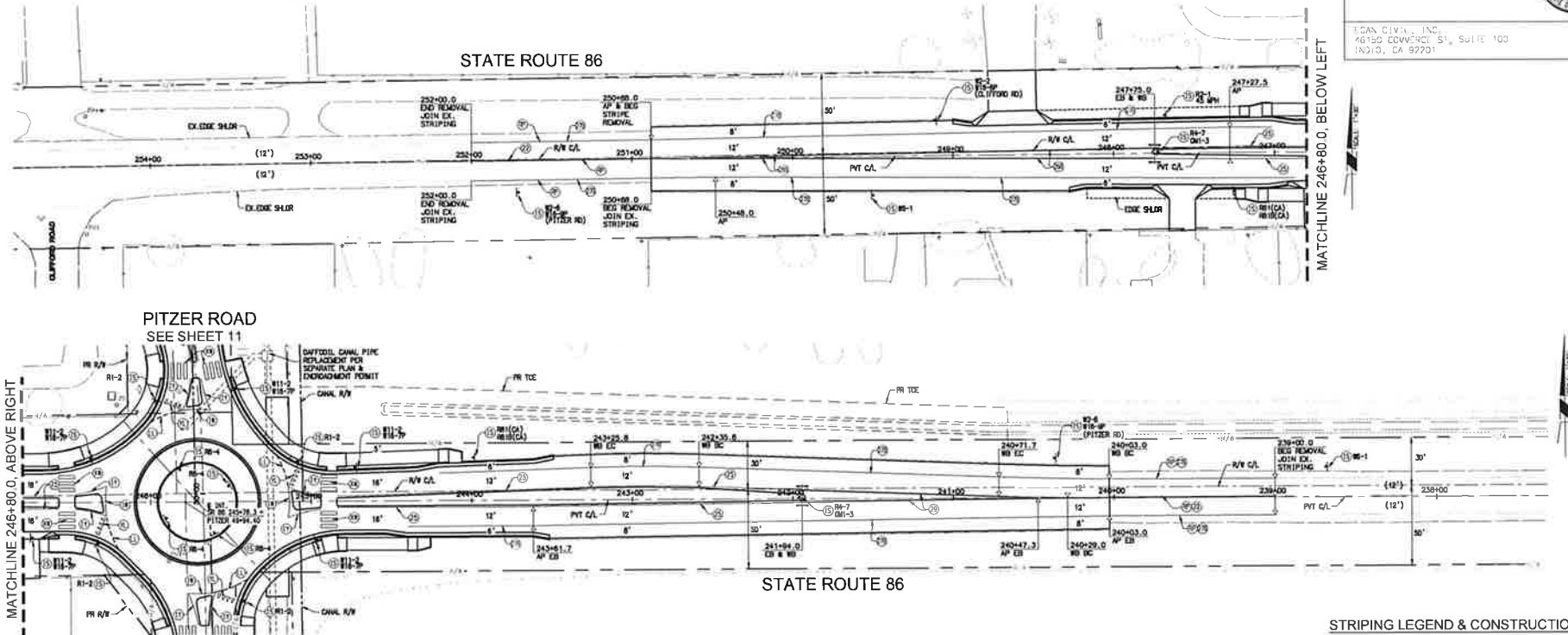
STATE REPRESENTATIVE DATE

SHEET	COUNTY	ROUTE	POST MILEAGE	SECTION	TOTAL SHEETS
11	IMPERIAL	86	1.26 - 0.92	9	11

NOT FOR CONSTRUCTION



EGAN CIVIL, INC.
46150 CONVERSE ST., SUITE 100
INDIO, CA 92201



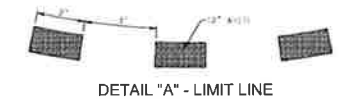
STRIPING LEGEND & CONSTRUCTION NOTES:

- ☐ EXISTING TO REMAIN
- ① CALTRANS STRIPING DETAIL PER NUMBER NOTED ON PLANS
- ② REMOVE ALL EXISTING CONFLICTING TRAFFIC SIGNING & STRIPING, PAVEMENT MARKING OR ARROWS AS NOTED, INCLUDING RAISED PAVEMENT MARKINGS.
- ③ YIELD LINE, PER CALTRANS STD A210
- ④ LIMIT LINE, PER DETAIL "A" HEREON
- ⑤ CROSS WALK (CONTINENTAL), PER CALTRANS STD A24F
- ⑥ SPLITTER ISLAND YELLOW, PER DETAIL "B" HEREON
- ⑦ SPLITTER ISLAND WHITE, PER DETAIL "C" HEREON
- ⑧ CHANGE IN STRIPING DETAIL
- ⑨ REMOVE AND SALVAGE SIGN & POST (IF APPLICABLE) AS NOTED.
- ⑩ FURNISH AND INSTALL SIGN(S) AND POST (IF APPLICABLE).
- ⊖ EXISTING SIGN (ONE POST)
- ⊕ PROPOSED SIGN (ONE POST)
- △ ANGLE POINT (AP)

65% CALTRANS SUBMITTAL

EGAN CIVIL, INC.
46150 CONVERSE ST., SUITE 100
INDIO, CA 92201

SIGNING & STRIPING - SR 86



DETAIL "A" - LIMIT LINE



PLN DATE: 11/22/2023

REVISION NUMBER	SHEET	OF
	10	11

SIGN LEGEND



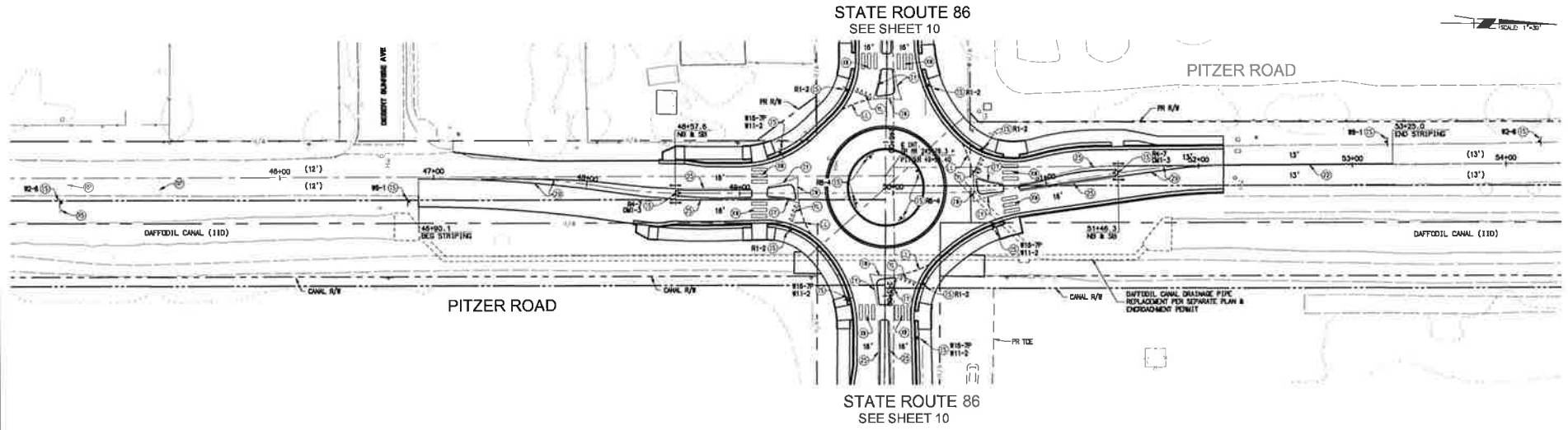
PERMIT NUMBER 11-XX-XXX-XXXX
 CO 11-IMP RT# 86 PV 1.26 - 0.92
 STATE REPRESENTATIVE: _____ DATE: _____

11	IMPERIAL	86	1.26 - 0.92	10	11
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NOT FOR CONSTRUCTION



LOGAN CIVIL, INC.
 46150 COWLEY RD, SUITE 100
 INDIO, CA 92201



STRIPING LEGEND & CONSTRUCTION NOTES:

- Ⓛ EXISTING TO REMAIN
- ① CALTRANS STRIPING DETAIL PER NUMBER NOTED, ON PLANS
- Ⓜ REMOVE ALL EXISTING CONFLICTING TRAFFIC SIGNING & STRIPING, PAVEMENT MARKING OR ARROWS AS NOTED, INCLUDING PAVED PAVEMENT MARKINGS.
- ① FIELD LINE, PER CALTRANS STD 424G
- ② LIMIT LINE, PER DETAIL "A" HEREON
- ③ CROSS WALK (CONTINENTAL), PER CALTRANS STD 424F
- ④ SPLITTER ISLAND YELLOW, PER DETAIL "B" HEREON
- ⑤ SPLITTER ISLAND WHITE, PER DETAIL "C" HEREON
- CHANGE IN STRIPING DETAIL
- Ⓞ REMOVE AND SALVAGE SIGN & POST (IF APPLICABLE) AS NOTED.
- Ⓟ FURNISH AND INSTALL SIGN(S) AND POST (IF APPLICABLE).
- ▲ EXISTING SIGN (ONE POST)
- ▲ PROPOSED SIGN (ONE POST)
- ▲ ANGLE POINT (AP)

65% CALTRANS SUBMITTAL

LOGAN CIVIL, INC.
 46150 COWLEY RD, SUITE 100
 INDIO, CA 92201

SIGNING & STRIPING - PITZER RD



DATE: 10/22/2023

REVISION	DATE	SHEET	OF
		11	11

IID
PROJECT PLANS



**IMPERIAL IRRIGATION DISTRICT
 CONSTRUCTION PROJECT**
DAFFODIL CANAL AT HIGHWAY 86
(HEBER MEADOWS CHELSEA DEVELOPMENT)
FEBRUARY 2024

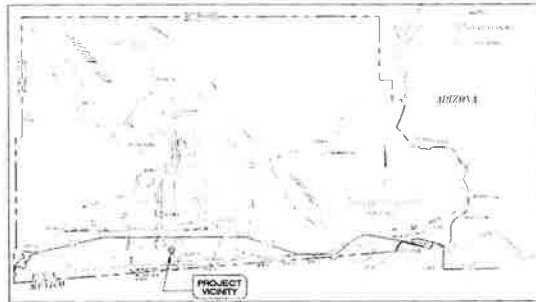
SHEET INDEX	
SHEET NUMBER	TITLE
1	PILE SHEET AND INDEX
2	ABBREVIATIONS, SYMBOLS AND NOTES
3	PLAN AND PROFILE
4	CROSS SECTIONS
5	FRENCH BICKELL DETAILS AND TRASH SCREEN

AGENCY TELEPHONE NUMBERS		
IMPERIAL IRRIGATION DISTRICT	333 EAST BURNING BULLY ROAD	(760) 339-3205
WATER ENGINEERING SERVICES	IMPERIAL, CALIFORNIA 92226	
IMPERIAL IRRIGATION DISTRICT	323 EAST BURNING BULLY ROAD	(760) 339-3047
WALF FIELD ENGINEERING	IMPERIAL, CALIFORNIA 92226	
IMPERIAL IRRIGATION DISTRICT	2151 WEST ADAMS AVENUE	(760) 482-3000
STUDYING DIVISION DISTRICT (WATER)	EL CENTRO, CALIFORNIA 92023	
IMPERIAL IRRIGATION DISTRICT (ENERGY)	322 SOUTH WASHINGTON AVENUE	(760) 482-2100
CUSTOMER PROJECT DEVELOPMENT	EL CENTRO, CALIFORNIA 92023	
COUNTY OF IMPERIAL	425 SOUTH 4TH STREET	(442) 265-1815
PUBLIC WORKS	EL CENTRO, CALIFORNIA 92023	
THE GAS COMPANY	420 WEST 4TH	(760) 427-2200
	EL CENTRO, CALIFORNIA 92023	
AT&T	3704 SOUTH 2ND STREET	(760) 337-2315
	EL CENTRO, CALIFORNIA 92023	
DIS. TRIP	315 SOUTH 4TH STREET	(858) 625-8371
	EL CENTRO, CALIFORNIA 92023	

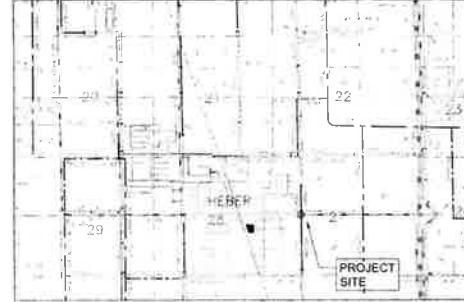
COUNTY



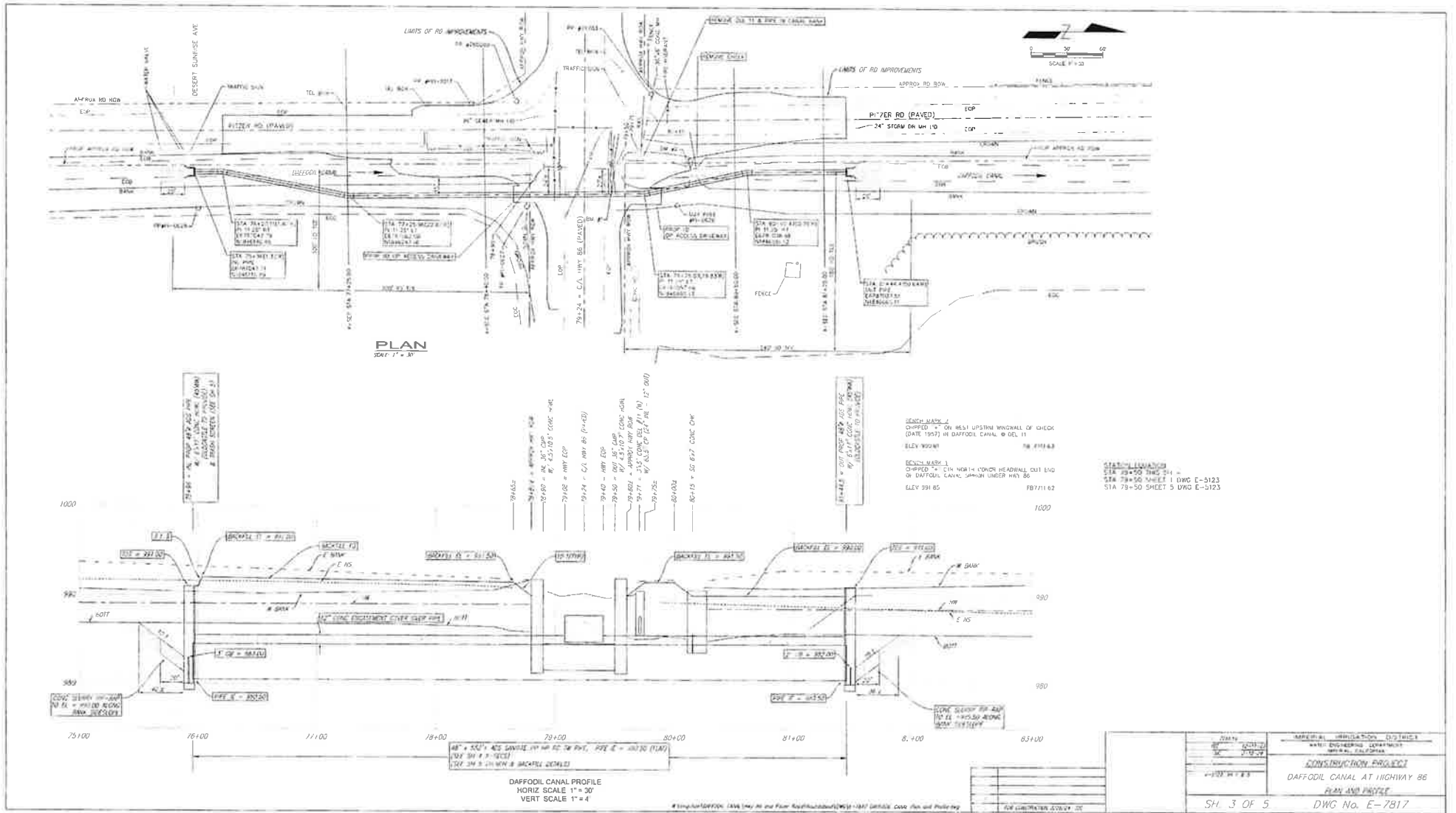
VICINITY MAP

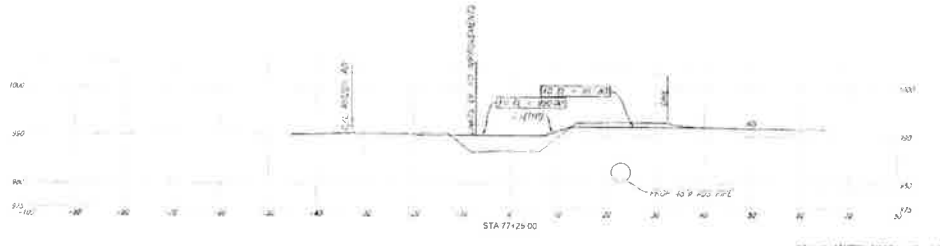
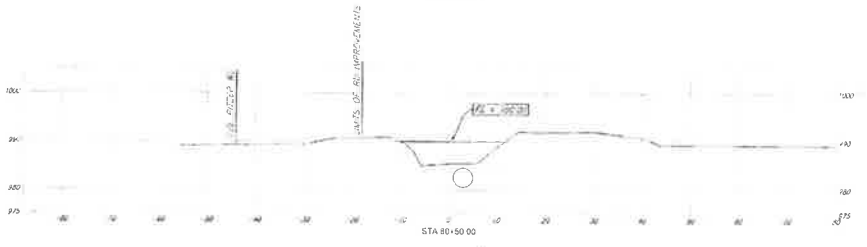
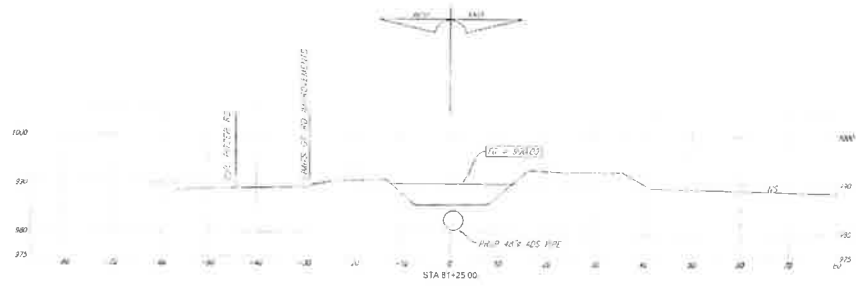


LOCATION MAP



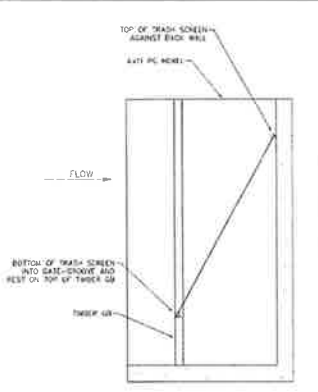
IMPERIAL IRRIGATION DISTRICT
 WATER ENGINEERING DEPARTMENT
 IMPERIAL, CALIFORNIA
CONTRACT NO. 2023-001
DAFFODIL CANAL AT HIGHWAY 86
PILE SHEET & INDEX
 CITY OF HEBER IN SEC. 29 OF T16S, R16E, S4E
 SHEET 1 OF 5
 DWG. No. E-7R17



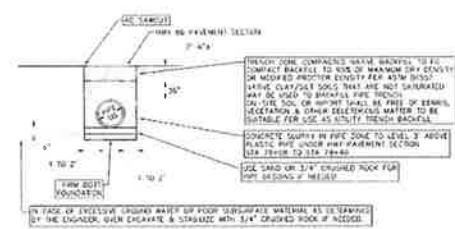


*1-1/2\"/>

DATE		APPROVED	DESIGNED	DRAWN
BY		DATE	DATE	DATE
CHECKED		PROJECT		
DATE		DAFFODIL CANAL AT HIGHWAY 86		
DATE		CROSS SECTION		
DATE		SH. 4 OF 5		
DATE		DWG No. C-7817		

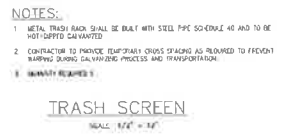


TRASH SCREEN INSTALLATION
ELEVATION SIDE VIEW
SCALE: 1/2" = 1'



- NOTES**
1. SAND SPECIFICATIONS: SAND TO ASTM C-33 FINE AGGREGATE CONCRETE SAND AS NOTED BY THE ASTM C-33 SPECIFICATIONS. SAND MUST MEET ALL OF THE FOLLOWING CONDITIONS:
 - A. SAND MUST MEET GRADATION REQUIREMENTS FOR ASTM C-33 FINE AGGREGATE CONCRETE SAND AS NOTED IN S. SPECIFICATIONS TO BE ACCEPTABLE.
 - B. SAND MUST BE SILEX BASED, NO LAMINATED SAND PRODUCTS MAY BE USED IF THE MATERIAL IS WHITE OR GRAY IN COLOR, IT IS PROBABLY NOT ACCEPTABLE.
 - C. SAND MUST BE CLEAN, NATURAL, UNWASHED SAND PRODUCTS MAY BE USED IF THE MATERIAL IS WHITE OR GRAY IN COLOR, IT IS PROBABLY NOT ACCEPTABLE.
 - D. SAND MUST BE CLEAN, NATURAL, UNWASHED SAND PRODUCTS MAY BE USED IF THE MATERIAL IS WHITE OR GRAY IN COLOR, IT IS PROBABLY NOT ACCEPTABLE.
 2. UNWASHED SAND OR SILX DUST IS NOT ACCEPTABLE UNDER ANY CIRCUMSTANCES.

- NOTES**
1. ACCEPTABLE METHODS OF COMPACTION:
 - A. PIPE ZONE: MECHANICAL COMPACTION (VIBRATE LEAN CONCRETE)
 - B. TRENCH ZONE: MECHANICAL COMPACTION (VIBRATE LEAN CONCRETE)
 2. TRENCH EXCAVATION SHALL COMPLY WITH CURRENT REGULATIONS AS PERMITTED BY CA DEPT. 3. THE CONTRACTOR MAY EXCEED MINIMUM SOIL CLASSIFICATION IF HE IS FOLLOWING ALONG THE PROJECT, AND MAY LOWER THE BOUNDS TO CENTRAL (NATURALLY VARIING OVER A CLASSIFICATION) THE VARIING CONDITIONS MAY REQUIRE CONTRACTOR TO SHAP THE TRENCH EXCAVATION AND STABILIZATION METHODS ALONG THE PROJECT.
 3. THE CONTRACTOR IS TO BE RESPONSIBLE FOR DETERMINATION OF SOIL CLASSIFICATION AND DETERMINATION, SELECTION AND APPLICATION OF EXCAVATION AND STABILIZATION METHODS APPROPRIATE FOR TRENCH (OPEN AND CLOSED) CLASSIFICATIONS IDENTIFIED IN EXCAVATION WITH CA DATA AND SOIL REQUIREMENTS.
 4. NOTES TO PROTECT DESIGN TRENCH, SPEC FOR PIPE BEDDING, PIPE ZONE BACKFILL, TRENCH BACKFILL MATERIAL SPECIFICATIONS AND COMPACTION REQUIREMENTS.
 5. CONTRACTOR'S VARIATIONS IN EXCAVATION AND STABILIZATION REQUIRE QUANTITIES OF PIPE JOINT BACKFILL MATERIALS (CONCRETE OR ENCASEMENT) IN EXCESS OF THE MINIMUM SPECIFIED, PROVIDE THE ADDITIONAL MATERIALS AT NO ADDITIONAL COST TO US.



TRASH SCREEN
SCALE: 1/2" = 1'

TYPICAL PIPE TRENCH & BACKFILL SECTION
(INSIDE CALTRANS RIGHT-OF-WAY AND UNDER HWY 86 PAVEMENT SECTION STA 79+08 TO 79+40)
NTS

THE FOLLOWING ARE CALTRANS SPECIFICATIONS AND OTHER CON. SPECIFICATIONS TO BE USED IN ADDITION TO THE TRENCH EXCAVATION AND BACKFILL SECTION SPECIFICATIONS:

PIPE BEDDING:
USE SAND (ASTM C-33 OR 1/2" (20mm) MAX GRAINED AGGREGATE) PROVIDE DETAILS OF CONCRETE BEDDING TO HAVE STANDARD SPEC 4-27 REFER TO PROJECT DESIGN TECHNICAL SPEC FOR ADDITIONAL REQUIREMENTS.

PIPE:
THE TRENCH ZONE SHALL BE MADE OF NATURAL, FRESH EXCAVATION, FREE FROM STONES OR LUMPS (LARGER THAN 1/2") OR UNWASHED MATERIALS OR OTHER SPECIFICATIONS MATERIALS AND SHALL BE COMPACTED TO 95% COMPACTION TO TOP OF MANHOLE OR DEPTH OF MEDIAN PROTECTIVE CURB. WHEN THE MATERIAL FROM EXCAVATION IS LARGER THAN 1/2" IN SIZE, IT SHALL BE DISPOSED OF AND REPLACED WITH NATURAL, FRESH EXCAVATION, THE FOLLOWING REQUIREMENTS:

MATERIAL FOR USE AS STORMWATER BACKFILL SHALL HAVE A SAND EQUIVALENT OF NOT LESS THAN 20. THE PERCENTAGE COMPACTION BY WEIGHT AS DETERMINED BY LABORATORY TESTS SHALL COMPLY TO THE FOLLOWING CHARTING:

PIPE SIZE	PERCENTAGE FINING SIEVE
18" (457mm) DIA	100
18" (457mm) DIA	200
18" (457mm) DIA	400
18" (457mm) DIA	600
18" (457mm) DIA	800
18" (457mm) DIA	1000
18" (457mm) DIA	1200
18" (457mm) DIA	1500
18" (457mm) DIA	2000

STORMWATER MATERIAL SHALL BE PLACED IN HORIZONTAL LAYERS NOT EXCEEDING 200mm (8") IN THICKNESS BEFORE COMPACTION AND SHALL BE BRUSHED OR LAID OFF ON ALL SIDES OF TRENCH. EACH LAYER IS TO BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 95% (BASED ON TESTING METHODS AS NOTED) AS PERMITTED REFER TO PROJECT DESIGN TECHNICAL SPEC FOR ADDITIONAL REQUIREMENTS IF NECESSARY.

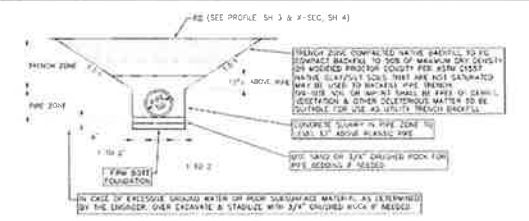
SLURRY (CONCRETE BACKFILL):
CONCRETE SHALL BE MADE OF NATURAL, FRESH EXCAVATION, FREE FROM STONES OR LUMPS (LARGER THAN 1/2") OR UNWASHED MATERIALS OR OTHER SPECIFICATIONS MATERIALS AND SHALL BE COMPACTED TO 95% COMPACTION TO TOP OF MANHOLE OR DEPTH OF MEDIAN PROTECTIVE CURB. WHEN THE MATERIAL FROM EXCAVATION IS LARGER THAN 1/2" IN SIZE, IT SHALL BE DISPOSED OF AND REPLACED WITH NATURAL, FRESH EXCAVATION, THE FOLLOWING REQUIREMENTS:

MATERIAL FOR USE AS STORMWATER BACKFILL SHALL HAVE A SAND EQUIVALENT OF NOT LESS THAN 20. THE PERCENTAGE COMPACTION BY WEIGHT AS DETERMINED BY LABORATORY TESTS SHALL COMPLY TO THE FOLLOWING CHARTING:

CONCRETE SLURRY IN PIPE ZONE TO LEVEL ABOVE PLASTIC PIPE UNDER PAVEMENT SECTION SEE SECTION 210.10

PIPE SAND OR 1/2" CHANGED FROM FILL

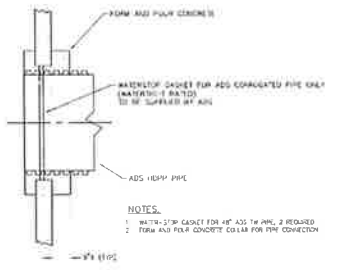
IN PLACE OF EXCESSIVE UNWASHED SAND OR FLOOR SURFACE MATERIALS AS IS EXPOSED BY THE EXCAVATOR, QUANTIFY AND STABILIZE WITH 1/2" CHANGED FROM FILL IF NECESSARY.



- SAND SPECIFICATIONS:**
- NOTE: ASTM C-33 FINE AGGREGATE CONCRETE SAND IN ADDITION TO THE ASTM C-33 SPECIFICATIONS, SAND MUST MEET ALL OF THE FOLLOWING CONDITIONS:
- SAND MUST MEET GRADATION REQUIREMENTS FOR ASTM C-33 FINE AGGREGATE CONCRETE SAND AS NOTED IN S. SPECIFICATIONS TO BE ACCEPTABLE.
 - SAND MUST BE SILEX BASED, NO LAMINATED SAND PRODUCTS MAY BE USED IF THE MATERIAL IS WHITE OR GRAY IN COLOR, IT IS PROBABLY NOT ACCEPTABLE.
 - SAND MUST BE CLEAN, NATURAL, UNWASHED SAND PRODUCTS MAY BE USED IF THE MATERIAL IS WHITE OR GRAY IN COLOR, IT IS PROBABLY NOT ACCEPTABLE.
 - UNWASHED SAND OR SILX DUST IS NOT ACCEPTABLE UNDER ANY CIRCUMSTANCES.

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 3. THE CONTRACTOR IS TO BE RESPONSIBLE FOR DETERMINATION OF SOIL CLASSIFICATION AND DETERMINATION, SELECTION AND APPLICATION OF EXCAVATION AND STABILIZATION METHODS APPROPRIATE FOR TRENCH (OPEN AND CLOSED) CLASSIFICATIONS IDENTIFIED IN EXCAVATION WITH CA DATA AND SOIL REQUIREMENTS.
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 5. CONTRACTOR'S VARIATIONS IN EXCAVATION AND STABILIZATION REQUIRE QUANTITIES OF PIPE JOINT BACKFILL MATERIALS (CONCRETE OR ENCASEMENT) IN EXCESS OF THE MINIMUM SPECIFIED, PROVIDE THE ADDITIONAL MATERIALS AT NO ADDITIONAL COST TO US.

TYPICAL PIPE TRENCH & BACKFILL SECTION
(OUTSIDE HWY 86 PAVEMENT FOR ENCRoACHMENT UTILITY X-ING)
NTS



- NOTES:**
1. WITH 2" GASKET FOR 12" ADS 12" PIPE, 2 REQUIRED
 2. FORM AND FOUR CONCRETE COLLAR FOR PIPE CONNECTION


PIPE TO CONCRETE WALL CONNECTION DETAIL
NTS

Egan Civil, Inc.
46150 Commerce Street, Suite 100
Indio, CA 92201
(760) 898-1106 began@egancivil.com

Monumentation Estimate
Tract 992
Heber, CA

Item	Resoruce	Quantity	Unit	Unit Cost	Subtotal
Mission Plan and Survey Calcs	Survey Analyst	1	Hour	\$ 145.00	\$ 145.00
Molbilization & Survey Control	2 Man Survey Crew	3	Hours	\$ 235.00	\$ 705.00
Set Monument per Tract 992	2 Man Survey Crew	23	Each	\$ 100.00	\$ 2,300.00
Review Final Survey Results	Principal	1	Hour	\$ 205.00	\$ 205.00
Total					\$ 3,355.00

This estimate was prepared by me or under my direction.



Benjamin Daniel Egan, PE, PLS
PLS 8756 - Prepared 1/17/2024



Exhibit E

PROJECT: MIRALUZ APARTMENTS

Bond No.	Premium	Surety	Description
PB 11511100705	\$9,719.00	\$323,955.00	Correl Road- Sidewalk improvements
PB11511100706	\$71,488	\$2,382,939.00	Sr-86/Pitzer Rd Intersection Roundabout Improvements
PB11511100707	\$42,240	\$1,408,000.00	Daffodil Canal Undergrounding Option 2
PB11511100708	\$111.00	\$3,691.00	Monumentation
TOTAL:	\$123,558	\$4,118,585.00	



Subdivision Bond
Faithful Performance

Bond No. PB11511100705
Premium \$9,719.00 /2 years

SUBDIVISION BOND

Whereas, County of Imperial, hereinafter designated as "Obligee"), and Heber Meadows I, LP (hereinafter designated as "the Principal") have entered into an Agreement whereby the Principal agrees to install and complete certain designated public improvements, which Agreement, dated _____, 20____, and identified as project Miraluz Apartments, Correl Road - Sidewalk Improvements, is hereby referred to and made a part hereof.

Whereas, Said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and Philadelphia Indemnity Insurance Company, as surety, are held and firmly bound unto Obligee, in the penal sum of Three hundred twenty-three thousand, nine hundred fifty-five dollars (\$323,955.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents. The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such Agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Irvine, California this 5th day of March, 2024.

Heber Meadows I, LP
(Principal) (Seal)

By: Chen H. Hsu

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

By: Rebecca James
Rebecca James, Attorney in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Cyndi Beilman, Rebecca James and Riley Shorn of Surety Associates of Southern California Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company; (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

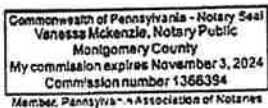
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.




John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed



Notary Public: Vanessa McKenzie
residing at: Bala Cynwyd, PA
My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of March, 2024




Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego }

On MAR 05 2024 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Rebecca James
Name(s) of Signer(s)

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 Pam Davis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of San Diego }

On March 6, 2024 before me, N. St. Amour, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Cheri Hoffman
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Subdivision Bond
Labor & Material

Bond No. PB11511100705
Premium included in Performance Bond

SUBDIVISION BOND

Whereas, County of Imperial, (hereinafter designated as "Obligee"), and Heber Meadows I, LP (hereinafter designated as "the Principal") have entered into an Agreement whereby the Principal agrees to install and complete certain designated public improvements, which Agreement, dated _____, 20____, and identified as project Miraluz Apartments, Correl Road - Sidewalk Improvements, is hereby referred to and made a part hereof.

Whereas, Under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with Obligee to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the Principal and the Philadelphia Indemnity Insurance Company as corporate surety, are held firmly bound unto Obligee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of Three hundred twenty-three thousand, nine hundred fifty-five dollars (\$323,955.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section

· 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition. In witness whereof, this instrument has been duly executed by the Principal and surety above named, on March 5th, 2024.

SIGNED, SEALED, DATED: March 5th, 2024.

Heber Meadows I, LP
(Principal) _____ (Seal)

By: Chew Hyman

Philadelphia Indemnity Insurance Company
(Surety) _____ (Seal)

By: Rebecca James
Rebecca James, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Cyndi Beilman, Rebecca James and Riley Shoen of Surety Associates of Southern California Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, so it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



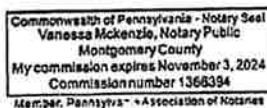
(Seal)

John Giomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Giomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of March, 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego }

On MAR 05 2024 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Rebecca James
Name(s) of Signer(s)

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 Pam Davis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

CALIFORNIA ACKNOWLEDGMENT

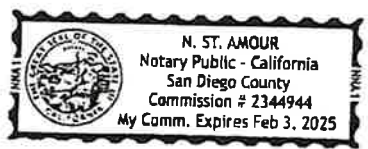
CIVIL CODE § 1189

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

State of California }
County of San Diego }

On March 6, 2024 before me, N.St.Amour, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Cheri Hoffman
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 *N. St. Amour*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
 Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____



Subdivision Bond
Faithful Performance

Bond No. PB11511100706
Premium \$71,488.00 /2 years

SUBDIVISION BOND

Whereas, County of Imperial, hereinafter designated as "Obligee"), and Heber Meadows I, LP (hereinafter designated as "the Principal") have entered into an Agreement whereby the Principal agrees to install and complete certain designated public improvements, which Agreement, dated _____, 20____, and identified as project Miraluz Apartments - SR-86 and Pitzer Road Intersection Roundabout Improvements, is hereby referred to and made a part hereof.

Whereas, Said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and Philadelphia Indemnity Insurance Company, as surety, are held and firmly bound unto Obligee, in the penal sum of Two million, three hundred eighty-two thousand, nine hundred thirty-nine dollars (\$2,382,939.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents. The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such Agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Irvine, California this 5th day of March, 2024.

Heber Meadows I, LP
(Principal) (Seal)

By: Chen Hyman

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

By: Rebecca James
Rebecca James, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Cyndi Beilman, Rebecca James and Riley Shoen of Surety Associates of Southern California Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2015.

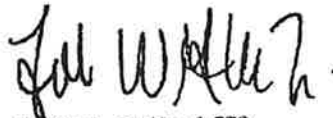
RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



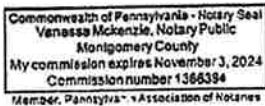
(Seal)


John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public,





residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of March, 2024




Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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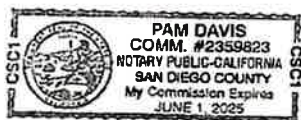
STATE OF CALIFORNIA

County of San Diego

On MAR 05 2024 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Rebecca James
Name(s) of Signer(s)

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 Pam Davis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of San Diego }

On March 6, 2024 before me, N.St.Amour, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Cheri Hoffman
Name(s) of Signer(s)

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 *N. St. Amour*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____



A Member of the Tokio Marine Group

Subdivision Bond
Labor & Material

Bond No. PB11511100706
Premium included in Performance Bond

SUBDIVISION BOND

Whereas, County of Imperial, (hereinafter designated as "Obligee"), and Heber Meadows I, LP (hereinafter designated as "the Principal") have entered into an Agreement whereby the Principal agrees to install and complete certain designated public improvements, which Agreement, dated _____, 20____, and identified as project Miraluz Apartments - SR-86 and Pitzer Road Intersection Roundabout Improvements, is hereby referred to and made a part hereof.

Whereas, Under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with Obligee to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the Principal and the Philadelphia Indemnity Insurance Company as corporate surety, are held firmly bound unto Obligee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of Two million, three hundred eighty-two thousand, nine hundred thirty-nine dollars (\$2,382,939.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section

9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition. In witness whereof, this instrument has been duly executed by the Principal and surety above named, on March 5th, 2024.

SIGNED, SEALED, DATED: March 5th, 2024.

Heber Meadows I, LP
(Principal) (Seal)

By: Chris Hyman

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

By: Rebecca James
Rebecca James, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS, That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Cyndi Beilman, Rebecca James and Riley Shoen of Surety Associates of Southern California Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereon, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



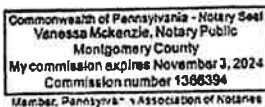
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of March, 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

County of San Diego

On MAR 05 2024 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

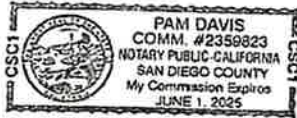
personally appeared Rebecca James
Name(s) of Signer(s)

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 Pam Davis
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of San Diego }

On March 6, 2024 before me, N.St.Amour, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Cheri Hoffman
Name(s) of Signer(s)

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 *N. St. Amour*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
 Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Subdivision Bond
Faithful Performance

Bond No. PB11511100707
Premium \$42,240.00 /2 years

SUBDIVISION BOND

Whereas, Imperial Irrigation District, hereinafter designated as "Obligee"), and Heber Meadows I, LP (hereinafter designated as "the Principal") have entered into an Agreement whereby the Principal agrees to install and complete certain designated public improvements, which Agreement, dated _____, 20____, and identified as project Miraluz Apartments - Daffodil Canal Undergrounding Option 2, is hereby referred to and made a part hereof.

Whereas, Said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and Philadelphia Indemnity Insurance Company, as surety, are held and firmly bound unto Obligee, in the penal sum of One million, four hundred eight thousand dollars (\$1,408,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents. The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such Agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Irvine, California this 5th day of March, 2024.

Heber Meadows I, LP

(Principal) (Seal)

By: Cheri Hoffman

Philadelphia Indemnity Insurance Company

(Surety) (Seal)

By: Rebecca James
Rebecca James, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Cyndi Beilman, Rebecca James and Riley Shoen of Surety Associates of Southern California Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company; (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



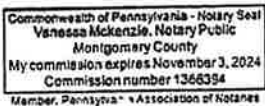
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of March, 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

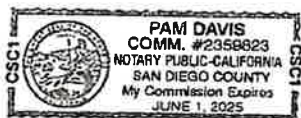
STATE OF CALIFORNIA

County of San Diego }

On MAR 05 2024 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Rebecca James Name(s) of Signer(s)

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 Pam Davis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of San Diego }

On March 6, 2024 before me, N.St.Amour, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Cheri Hoffman
Name(s) of Signer(s)

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 *N. St. Amour*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
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 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

CORRECTED ORIGINAL BOND



Subdivision Bond
Faithful Performance

Bond No. PB11511100707
Premium \$42,240.00 /2 years

SUBDIVISION BOND

Whereas, County of Imperial, hereinafter designated as "Obligee"), and Heber Meadows I, LP (hereinafter designated as "the Principal") have entered into an Agreement whereby the Principal agrees to install and complete certain designated public improvements, which Agreement, dated _____, 20____, and identified as project Miraluz Apartments - Daffodil Canal Undergrounding Option 2, is hereby referred to and made a part hereof.

Whereas, Said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and Philadelphia Indemnity Insurance Company, as surety, are held and firmly bound unto Obligee, in the penal sum of One million, four hundred eight thousand dollars (\$1,408,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents. The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such Agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Irvine, California this 5th day of March, 2024.

Heber Meadows I, LP
(Principal) (Seal)

By: 

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

By: 
Cyndi Beilman, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Cyndi Beilman, Rebecca James and Riley Shoen of Surety Associates of Southern California Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



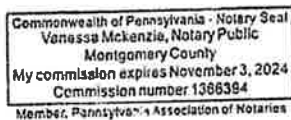
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of March, 2024

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego }

On March 5, 2024 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

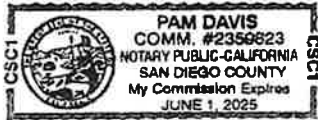
personally appeared Cyndi Beilman
Name(s) of Signer(s)

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 
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

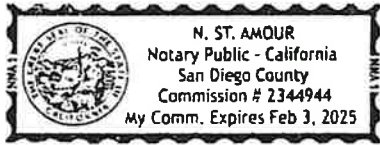
State of California }
County of San Diego }

On March 18, 2024 before me, N.St.Amour, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Cheri Hoffman
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

CORRECTED ORIGINAL BOND



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Philadelphia Group

Subdivision Bond
Labor & Material

Bond No. PB11511100707
Premium included in Performance Bond

SUBDIVISION BOND

Whereas, County of Imperial, (hereinafter designated as "Obligee"), and Heber Meadows I, LP (hereinafter designated as "the Principal") have entered into an Agreement whereby the Principal agrees to install and complete certain designated public improvements, which Agreement, dated _____, 20____, and identified as project Miraluz Apartments - Daffodil Canal Undergrounding Option 2, is hereby referred to and made a part hereof.

Whereas, Under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with Obligee to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the Principal and the Philadelphia Indemnity Insurance Company as corporate surety, are held firmly bound unto Obligee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of One million, four hundred eight thousand dollars (\$1,408,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section

9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition. In witness whereof, this instrument has been duly executed by the Principal and surety above named, on March 5th, 2024.

SIGNED, SEALED, DATED: March 5th, 2024.

Heber Meadows I, LP

(Principal) (Seal)

By: 

Philadelphia Indemnity Insurance Company

(Surety) (Seal)

By: 
Cyndi Beilman, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Cyndi Beilman, Rebecca James and Riley Shoen of Surety Associates of Southern California Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

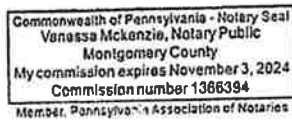
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: *Vanessa McKenzie*

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of March, 2024.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego }

On March 5, 2024 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman
Name(s) of Signer(s)

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 
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

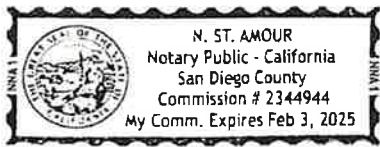
CIVIL CODE § 1189

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

State of California }
County of San Diego }

On March 18, 2024 before me, N.St.Amour, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Cheri Hoffman
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 *N. St. Amour*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

Subdivision Bond
Faithful Performance

Bond No. PB11511100708
Premium \$111.00

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: That Heber Meadows I, LP as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of California, as Surety are held and firmly bound unto County of Imperial in the sum of Three thousand, six hundred ninety-one Dollars (\$3,691.00), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS the above Named Principal has entered into an agreement, dated _____, _____, with the County of Imperial to do and perform the following work, to wit:

Monementation for Tract 992 - Miraluz Apartments

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Irvine, California this 5th day of March, 2024.

Heber Meadows I, LP
(Principal) (Seal)

By: Cheri Hoffman

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

By: Rebecca James
Rebecca James, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS, That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Cyndi Bellman, Rebecca James and Riley Shoem of Surety Associates of Southern California Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

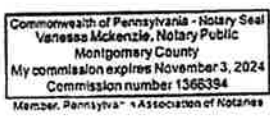


(Seal)

John Glomb
John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.

Notary Public *Vanessa McKenzie*
residing at Bala Cynwyd, PA
My commission expires: November 3, 2024



I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of March, 2024



Edward Sayago
Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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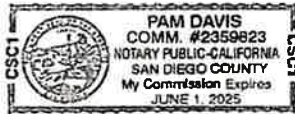
STATE OF CALIFORNIA

County of San Diego }

On MAR 05 2024 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Rebecca James
Name(s) of Signer(s)

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 Pam Davis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California }
County of San Diego }

On March 6, 2024 before me, N.St.Amour, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Cheri Hoffman
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____