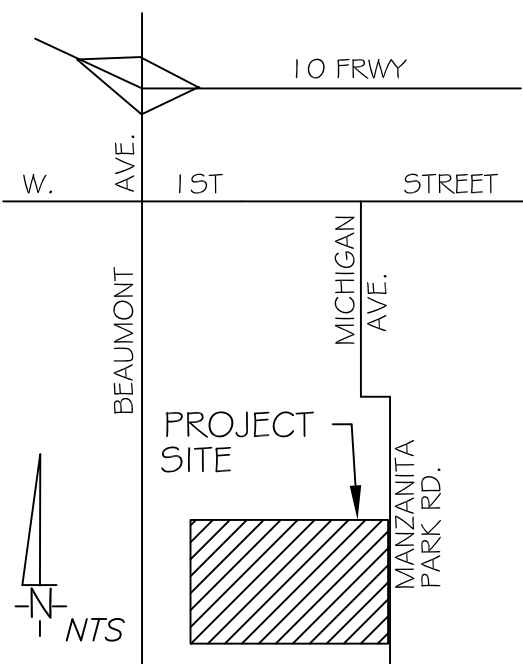




# TRACT NO. 32850

ON POINT LAND SURVEYING, INC.  AUGUST 2021

VICINITY MAP



SURVEYOR'S NOTES

BASIS OF BEARINGS BEING THE CENTER SECTION LINE OF SECTION 15, T. 35., R. 1W., S.B.M., PER RECORD OF SURVEY 14/30 BEING SOUTH 00°24'30" EAST.

- INDICATES MONUMENTS FOUND AS NOTED
  - INDICATES SET 1" IRON PIPE TAGGED P.L.S. 8133 FLUSH IN THE GROUND OR ASPHALT OR NAIL AND TAG P.L.S. 8133 IN LEAD IN CONCRETE.
- SET 1" IRON PIPE TAGGED PLS 8133 IN GROUND, FLUSH, OR A LEAD, TACK AND TAG PLS 8133 IN CONCRETE AT ALL LOT CORNERS EXCEPT LOT CORNERS THAT ABUT A STREET WHICH WILL BE MARKED INSIDE STREET RIGHT OF WAY ON SIDELINES PRODUCED (NO MONUMENTS WILL BE SET FOR CORNER CUTOFFS, B.C.'S, E.C.'S, P.C.C.'S OR P.R.C.'S THAT ABUT A STREET WHICH ARE NOT LOT CORNERS MARKING SIDELINES).

- ( ) INDICATES RECORD DATA PER RS 14/30 (R3)
- <> INDICATES RECORD DATA PER RS 21/45 (R2)
- [ ] INDICATES RECORD DATA PER TR 31426 MB 404/9-13
- (R1) INDICATES RECORD DATA PER RS 50/18-19
- (R) INDICATES RADIAL BEARING
- LM INDICATES LANDSCAPE MAINTENANCE EASEMENT

EASEMENT NOTES:

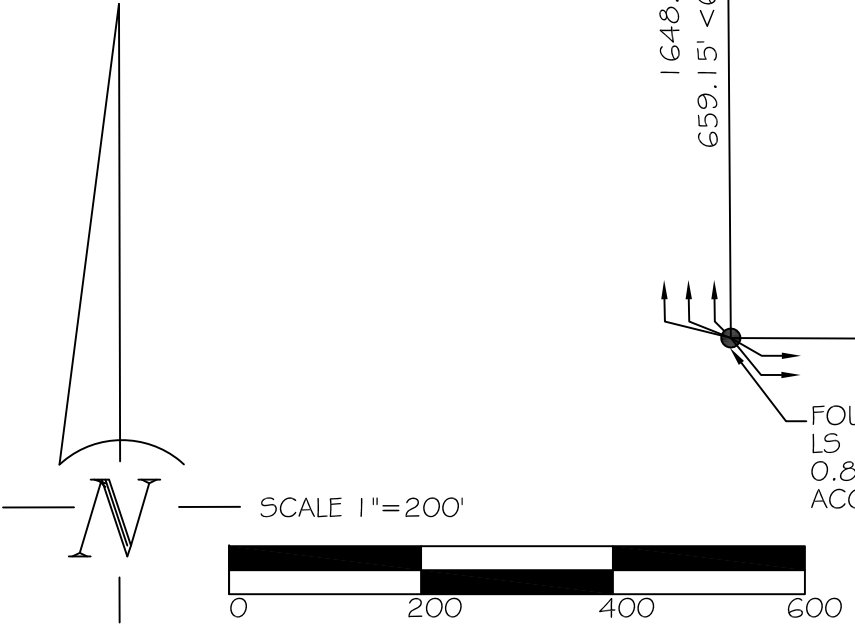
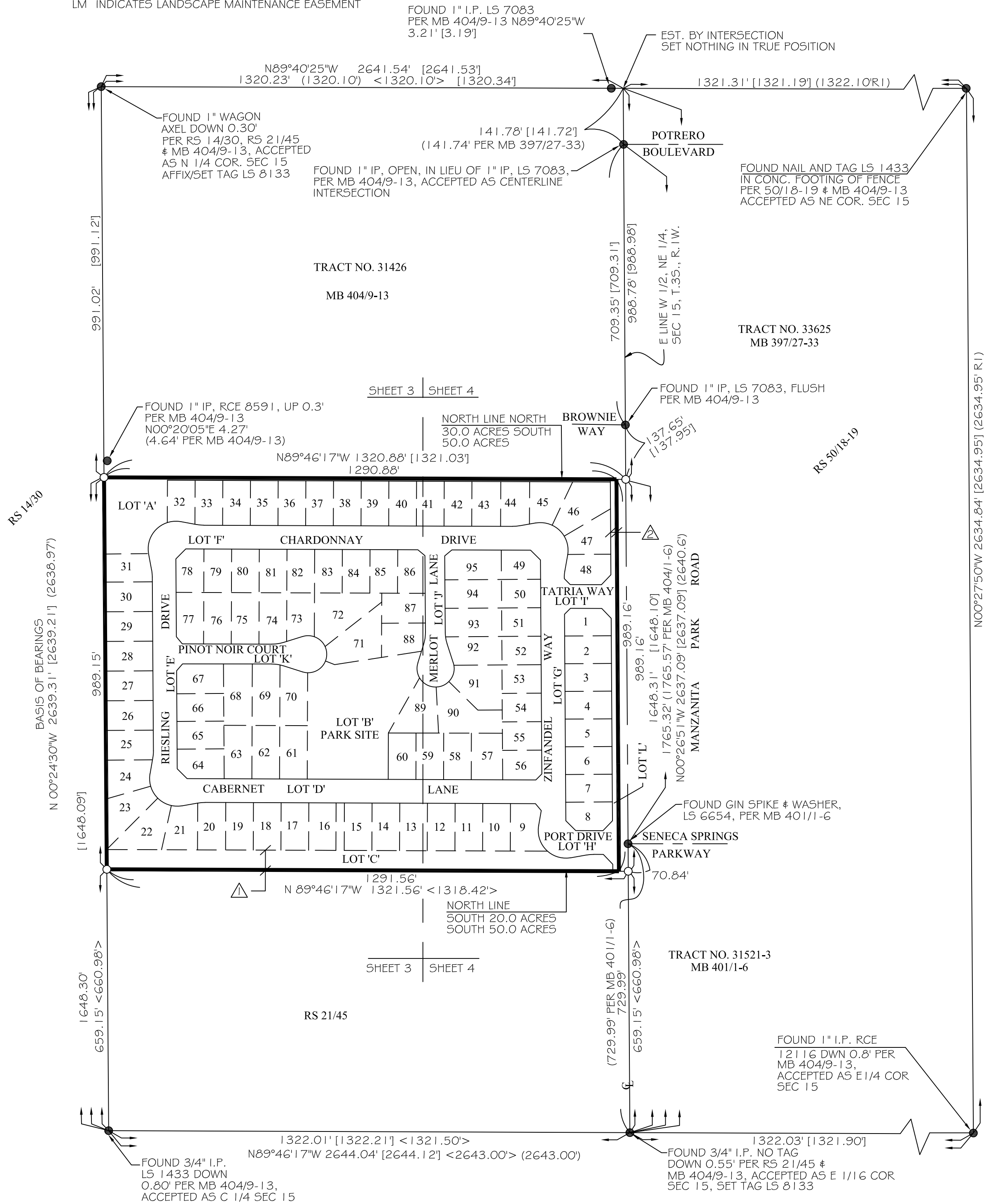
- △ INDICATES AN EASEMENT FOR RIGHT-OF-WAY FOR PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY RECORDED FEBRUARY 18, 1971 AS INSTRUMENT NO. 15790 OF OFFICIAL RECORDS.
- △ INDICATES AN EASEMENT FOR RIGHT-OF-WAY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED FEBRUARY 27, 1987 AS INSTRUMENT NO. 293396 OF OFFICIAL RECORDS.

EASEMENT DEDICATION NOTES:

- ① A 5' WIDE EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES OFFERED FOR DEDICATION HEREON.
- ② A 5' WIDE EASEMENT IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITY PURPOSES OFFERED FOR DEDICATION HEREON.

EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR SEWER PURPOSES SHOWN HEREON AS "20' SEWER EASEMENT"

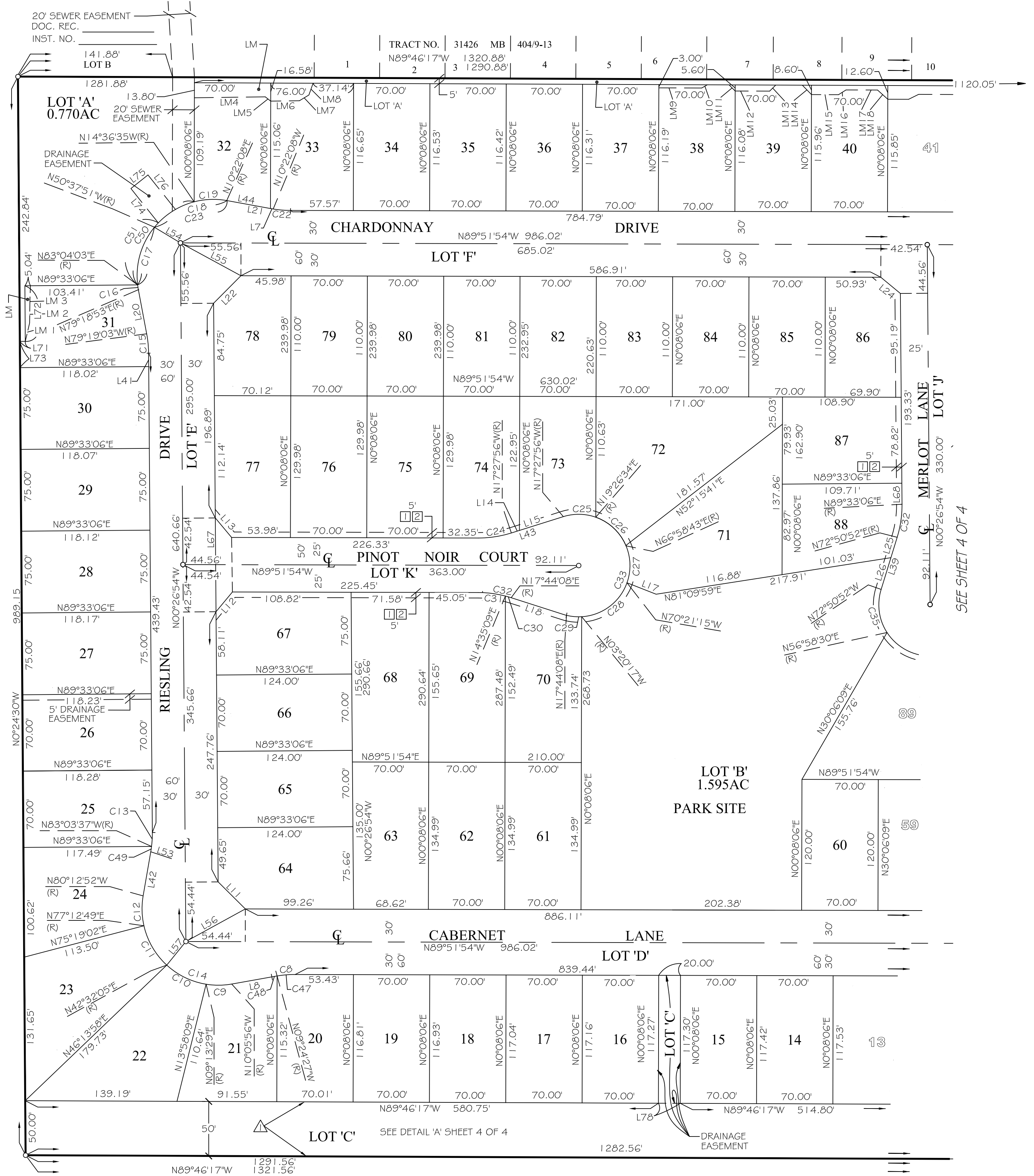
EASEMENTS IN FAVOR OF THE CITY OF BEAUMONT FOR DRAINAGE PURPOSES SHOWN HEREON AS "DRAINAGE EASEMENT"



# TRACT NO. 32850

SEE SHEET 4 OF 4 FOR LM LINE DATA

ON POINT LAND SURVEYING, INC.  AUGUST 2021

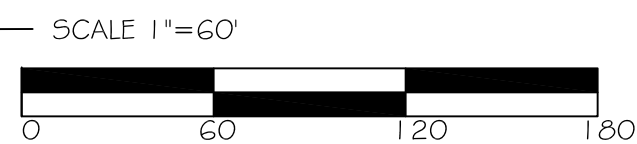


**LINE DATA**

L7	N79°37'52"W	0.67'
L8	N79°54'04"E	41.06'
L11	N45°09'24"W	35.17'
L12	N39°42'04"E	35.55'
L13	N39°54'34"W	73.31'
L14	N72°32'04"E	48.23'
L15	N72°32'04"E	28.75'
L17	N68°35'03"W	50.00'
L18	N72°15'52"W	41.06'
L20	N10°40'57"W	41.06'
L21	N79°37'52"W	41.06'
L22	N44°50'36"E	35.53'
L24	N50°24'15"W	23.31'
L25	N17°09'08"E	19.59'
L26	N17°09'08"E	30.41'
L39	N17°09'08"E	50.00'
L41	N00°26'54"E	12.29'
L42	N09°47'08"E	41.06'
L43	N72°32'04"E	50.00'
L44	N79°37'52"W	40.39'
L53	N80°12'52"E(R)	27.85'
L54	N59°01'49"W	63.14'
L55	N61°29'57"W	62.16'
L56	N61°16'43"E	27.87'
L57	N39°02'16"E	86.00'
L67	N00°26'54"W	19.32'
L68	N00°26'54"W	5.00'
L71	N89°35'30"E	50.97'
L72	N00°24'30"W	24.04'
L73	N00°24'30"W	40.28'
L74	N38°32'53"W	20.00'
L75	N51°27'07"E	40.46'
L76	N38°32'53"W	20.00'
L78	N89°46'17"W	20.00'

**CURVE DATA**

C8	Δ=10°14'02"	R=100.00'	T=8.95'	L=17.86'
C9	Δ=19°19'25"	R=70.00'	T=2.29'	L=13.25'
C10	Δ=33°18'36"	R=70.00'	T=2.86'	L=40.70'
C11	Δ=34°40'44"	R=70.00'	T=2.86'	L=42.37'
C12	Δ=22°34'19"	R=70.00'	T=13.97'	L=27.58'
C13	Δ=07°23'17"	R=100.00'	T=6.46'	L=12.89'
C14	Δ=109°53'04"	R=70.00'	T=99.76'	L=134.25'
C15	Δ=10°14'03"	R=70.00'	T=8.95'	L=17.86'
C16	Δ=03°45'00"	R=70.00'	T=2.29'	L=4.58'
C17	Δ=42°11'45"	R=70.00'	T=22.76'	L=44.01'
C18	Δ=36°01'16"	R=70.00'	T=22.76'	L=44.01'
C19	Δ=24°58'43"	R=70.00'	T=15.50'	L=30.52'
C22	Δ=10°14'02"	R=100.00'	T=8.95'	L=17.86'
C23	Δ=111°03'05"	R=70.00'	T=101.95'	L=135.68'
C24	Δ=17°36'02"	R=100.00'	T=15.48'	L=30.72'
C25	Δ=36°54'30"	R=47.00'	T=15.68'	L=30.28'
C26	Δ=47°32'09"	R=47.00'	T=20.70'	L=38.99'
C27	Δ=42°40'02"	R=47.00'	T=18.36'	L=35.00'
C28	Δ=67°00'58"	R=47.00'	T=31.12'	L=54.97'
C29	Δ=21°04'25"	R=47.00'	T=8.74'	L=17.29'
C30	Δ=03°08'59"	R=100.00'	T=2.75'	L=5.50'
C31	Δ=14°27'03"	R=100.00'	T=12.68'	L=25.22'
C32	Δ=17°36'02"	R=100.00'	T=15.48'	L=30.72'
C33	Δ=21°51'204"	R=47.00'	T=18.36'	L=35.00'
C35	Δ=50°10'38"	R=47.00'	T=22.01'	L=41.16'
C47	Δ=09°32'33"	R=100.00'	T=8.35'	L=16.65'
C48	Δ=00°41'29"	R=100.00'	T=0.60'	L=1.21'
C49	Δ=02°50'45"	R=100.00'	T=2.48'	L=4.97'
C50	Δ=82°18'22"	R=70.00'	T=61.20'	L=100.58'



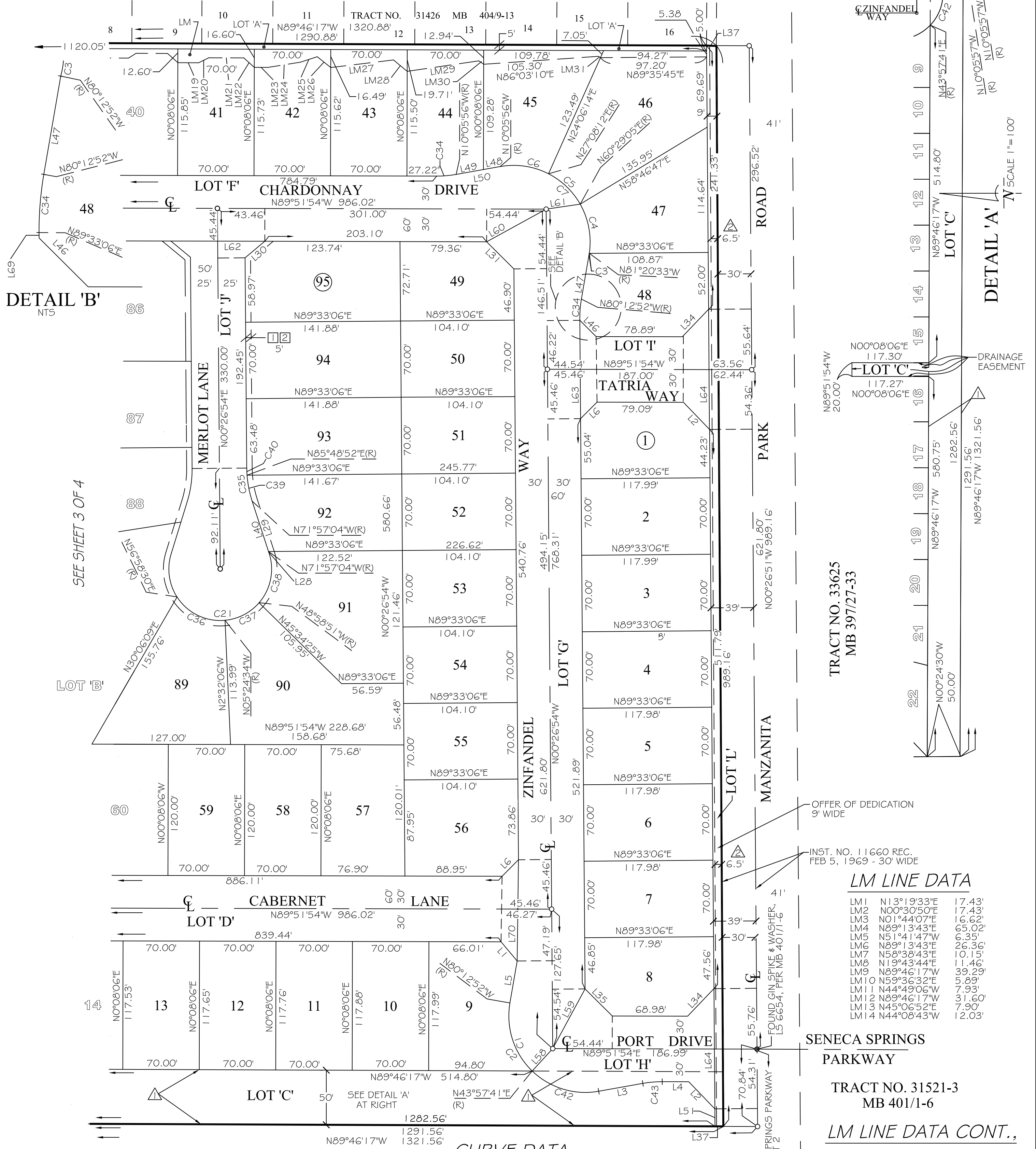
NOTE: SEE SHEET 2 OF 4 FOR SURVEYORS' NOTES AND EASEMENT NOTES.

SEE SHEET 4 OF 4

# TRACT NO. 32850

ON POINT LAND SURVEYING, INC.  AUGUST 2021

NOTE: SEE SHEET 2 OF 4 FOR SURVEYOR'S NOTES AND EASEMENT NOTES.



**LINE DATA**

L1	N40°02'23"W	22.92'
L2	N43°58'31"W	34.48'
L3	N79°54'03"E	41.06'
L4	N89°51'54"W	24.24'
L5	N09°47'08"E	38.95'
L6	N44°50'36"E	21.32'
L7	N18°02'58"W	1.45'
L8	N18°02'58"W	48.55'
L9	N49°59'07"E	28.55'
L10	N45°09'28"W	35.17'
L11	N43°41'11"E	34.83'
L12	N45°09'24"W	35.18'
L13	N89°46'17"W	9.00'
L14	N18°02'56"W	50.00'
L15	N45°09'25"W	21.11'
L16	N09°47'08"E	41.06'
L17	N79°54'04"E	15.64'
L18	N79°54'04"E	25.42'
L19	N79°54'04"E	41.06'
L20	N00°36'51"W	16.02'
L21	N42°37'16"E	27.80'
L22	N28°42'28"E	66.21'
L23	N61°14'04"E	32.18'
L24	N89°51'54"W	86.00'
L25	N00°26'54"W	90.00'
L26	N00°26'51"W	110.01'
L27	N00°26'54"W	1.66'
L28	N00°46'02"E	92.67'

**CURVE DATA**

C1	A=109°53'04" R=70.00' T=99.76' L=134.25'
C2	A=55°49'27" R=70.00' T=37.03' L=68.20'
C3	A=0°07'41" R=70.00' T=0.69' L=1.38'
C4	A=38°10'22" R=70.00' T=24.00' L=46.64'
C5	A=33°20'53" R=70.00' T=20.97' L=40.74'
C6	A=37°14'08" R=70.00' T=23.58' L=45.49'
C7	A=109°53'04" R=70.00' T=99.76' L=134.25'
C8	A=59°04'05" R=47.00' T=26.63' L=48.45'
C9	A=215°12'03" R=47.00' T=12.16' L=24.20'
C10	A=13°51'48" R=100.00' T=3.26' L=6.52'
C11	A=03°44'14" R=100.00' T=3.26' L=6.52'
C12	A=173°60'2" R=100.00' T=35.71' L=70.72'
C13	A=54°03'38" R=70.00' T=35.71' L=66.05'
C14	A=10°14'02" R=100.00' T=17.86' L=35.72'
C15	A=1°14'02" R=100.00' T=17.86' L=35.72'
C16	A=62°23'04" R=47.00' T=28.46' L=51.17'
C17	A=1°14'03" R=100.00' T=8.95' L=17.86'
C18	A=173°60'2" R=100.00' T=35.71' L=70.72'
C19	A=173°60'2" R=100.00' T=35.71' L=70.72'

**LM LINE DATA**

LM1	N13°19'33"E	17.43'
LM2	N00°30'50"E	17.43'
LM3	N01°44'07"E	16.62'
LM4	N89°13'43"E	65.02'
LM5	N51°41'47"W	63.35'
LM6	N89°13'43"E	26.36'
LM7	N58°38'43"E	10.15'
LM8	N19°43'44"E	11.46'
LM9	N89°46'17"W	19.99'
LM10	N59°36'32"E	19.89'
LM11	N44°48'09"W	19.93'
LM12	N89°46'17"W	11.60'
LM13	N45°08'52"E	7.90'
LM14	N44°08'45"W	12.03'

**LM LINE DATA CONT.,**

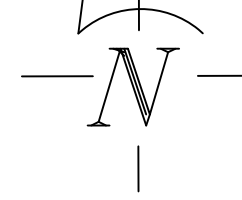
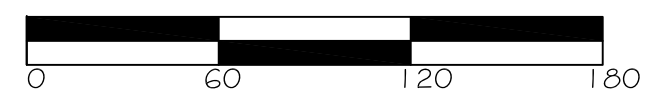
LM15	N89°46'17"W	24.81'
LM16	N57°36'01"E	24.19'
LM17	N89°46'17"W	28.91'
LM18	N48°02'00"W	12.62'
LM19	N89°46'17"W	15.05'
LM20	N63°47'14"E	10.33'
LM21	N89°46'17"W	32.09'
LM22	N47°57'46"W	12.90'
LM23	N89°46'17"W	12.41'
LM24	N80°54'19"E	30.31'
LM25	N71°56'01"E	16.08'
LM26	N51°21'37"W	15.85'
LM27	N83°05'56"E	57.84'
LM28	N50°16'44"W	16.35'
LM29	N81°39'18"E	66.33'
LM30	N54°27'57"W	5.40'
LM31	N57°43'34"W	2.22'

OFFER OF DEDICATION  
9' WIDE

INST. NO. 11660 REC.  
FEB 5, 1969 - 30' WIDE

SENECA SPRINGS  
PARKWAY

TRACT NO. 31521-3  
MB 401/1-6



**RE: \*EXTERNAL\*Tract Map 32850 Beaumont**

Shane Scissons &lt;SScissons@beaumontca.gov&gt;

Mon 1/23/2023 3:57 PM

To: Richard Godsey <rgodsey@beaumontca.gov>; Carole Kendrick <CKendrick@beaumontca.gov>; Sara Retmier <sretmier@beaumontca.gov>; Kylie Tillema <ktillema@beaumontca.gov>; Doug Story <dstory@beaumontca.gov>; Chris Ramos <CRamos@beaumontpd.org>

Cc: Katie Jenson <kjenson@beaumontca.gov>; Laurie Miller <LMiller@beaumontca.gov>; Robert Vestal <rvestal@beaumontca.gov>

Good afternoon,

B&amp;S typically doesn't stamp these but looks good.

**SHANE SCISSONS***Building Plans Examiner*

City of Beaumont

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8529 | Fax (951) 769-9678

BeaumontCa.gov

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#ACITYELEVATED

*For Permit submittals please email [Permits@beaumontca.gov](mailto:Permits@beaumontca.gov) . For Inspection requests please email [Buildinginspector@beaumontca.gov](mailto:Buildinginspector@beaumontca.gov) cutoff for next day inspection is 3 p.m. for next day inspections. For Monday inspections, email Friday by 3 p.m.*

*Visit <http://beaumontca.gov/61/Inspections> for inspection information.*

---

**From:** Richard Godsey <rgodsey@beaumontca.gov>**Sent:** Monday, January 23, 2023 3:41 PM

**RE: \*EXTERNAL\*Tract Map 32850 Beaumont**

Kylie Tillema &lt;ktillema@beaumontca.gov&gt;

Tue 1/24/2023 11:28 AM

To: Richard Godsey <rgodsey@beaumontca.gov>; Carole Kendrick <CKendrick@beaumontca.gov>; Sara Retmier <sretmier@beaumontca.gov>; Doug Story <dstory@beaumontca.gov>; Chris Ramos <CRamos@beaumontpd.org>

Cc: Katie Jenson <kjenson@beaumontca.gov>; Shane Scissons <SScissons@beaumontca.gov>; Laurie Miller <LMiller@beaumontca.gov>; Robert Vestal <rvestal@beaumontca.gov>

Fire Approved.

**Kylie Tillema**

Assistant Fire Marshal/Office of the Fire Marshal

CAL FIRE/Riverside County Fire Department

*Proudly Serving the City of Beaumont*Desk: [951-572-3225](tel:951-572-3225) | Main: [951-769-8529](tel:951-769-8529)

550 E. 6th Street, Beaumont, CA 92223

[ktillema@BeaumontCA.gov](mailto:ktillema@BeaumontCA.gov) | [www.BeaumontCA.gov](http://www.BeaumontCA.gov)

----- Original message -----

From: Richard Godsey &lt;rgodsey@beaumontca.gov&gt;

Date: 1/23/23 3:41 PM (GMT-08:00)

To: Carole Kendrick <CKendrick@beaumontca.gov>, Sara Retmier <sretmier@beaumontca.gov>, Kylie Tillema <ktillema@beaumontca.gov>, Doug Story <dstory@beaumontca.gov>, Chris Ramos <CRamos@beaumontpd.org>

Cc: Katie Jenson <kjenson@beaumontca.gov>, Shane Scissons <SScissons@beaumontca.gov>, Laurie Miller <LMiller@beaumontca.gov>, Robert Vestal <rvestal@beaumontca.gov>

Subject: Fw: \*EXTERNAL\*Tract Map 32850 Beaumont

Good afternoon all,

Please see the attached Final Tract Map and respond with approval/denial for your department. This map has been approved for technical correctness and will need to go around for signatures after all departmental approvals are provided.

**RE: \*EXTERNAL\*Tract Map 32850 Beaumont**

Doug Story <dstory@beaumontca.gov>

Tue 1/31/2023 4:33 PM

To: Richard Godsey <rgodsey@beaumontca.gov>

All good for Community Services

No Comments

**DOUG STORY**

*Community Services Director*

Desk (951) 572-3235 | Cell (951) 390-0062

BeaumontCa.gov

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City of Beaumont - Community Recreation Center

1310 Oak Valley Parkway, Beaumont, Ca 92223



City of Beaumont – City Hall

550 E. 6<sup>th</sup> Street, Beaumont, Ca 92223

-



-

**From:** Richard Godsey <rgodsey@beaumontca.gov>

**Sent:** Wednesday, January 25, 2023 1:27 PM

**RE: \*EXTERNAL\*Tract Map 32850 Beaumont**

Chris Ramos <CRamos@beaumontpd.org>

Wed 1/25/2023 2:38 PM

To: Richard Godsey <rgodsey@beaumontca.gov>

No issues from PD.

---

**From:** Richard Godsey <rgodsey@beaumontca.gov>

**Sent:** Wednesday, January 25, 2023 1:39 PM

**To:** Chris Ramos <CRamos@beaumontpd.org>

**Subject:** Re: \*EXTERNAL\*Tract Map 32850 Beaumont

Good afternoon Chris,

I wanted to follow up on my previous email. Please provide response as soon as possible.

Thank you,

*Richard Godsey*

*Public Works Permit Technician*

City of Beaumont

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8520 ext. 344 | Fax (951) 769-8526

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**RE: \*EXTERNAL\*Tract Map 32850 Beaumont**

Carole Kendrick &lt;CKendrick@beaumontca.gov&gt;

Mon 1/23/2023 4:42 PM

To: Richard Godsey <rgodsey@beaumontca.gov>; Sara Retmier <sretmier@beaumontca.gov>; Kylie Tillema <ktillema@beaumontca.gov>; Doug Story <dstory@beaumontca.gov>; Chris Ramos <CRamos@beaumontpd.org>

Cc: Katie Jenson <kjenson@beaumontca.gov>; Shane Scissons <SScissons@beaumontca.gov>; Laurie Miller <LMiller@beaumontca.gov>; Robert Vestal <rvestal@beaumontca.gov>

Planning approved.

---

**From:** Richard Godsey <rgodsey@beaumontca.gov>**Sent:** Monday, January 23, 2023 3:41 PM**To:** Carole Kendrick <CKendrick@beaumontca.gov>; Sara Retmier <sretmier@beaumontca.gov>; Kylie Tillema <ktillema@beaumontca.gov>; Doug Story <dstory@beaumontca.gov>; Chris Ramos <CRamos@beaumontpd.org>**Cc:** Katie Jenson <kjenson@beaumontca.gov>; Shane Scissons <SScissons@beaumontca.gov>; Laurie Miller <LMiller@beaumontca.gov>; Robert Vestal <rvestal@beaumontca.gov>**Subject:** Fw: \*EXTERNAL\*Tract Map 32850 Beaumont

Good afternoon all,

Please see the attached Final Tract Map and respond with approval/denial for your department. This map has been approved for technical correctness and will need to go around for signatures after all departmental approvals are provided.

Thank you,

*Richard Godsey**Public Works Permit Technician*

City of Beaumont

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8520 ext. 344 | Fax (951) 769-8526

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RECORDING REQUESTED BY: CITY CLERK    WHEN RECORDED RETURN TO:  City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	           SPACE ABOVE THIS LINE FOR RECORDER'S USE
--	--

**CITY OF BEAUMONT  
SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT NO. 32850**

DATE OF AGREEMENT: <u>November 1, 2022</u>		
NAME OF SUBDIVIDER: MOZAFAR BEHZAD AND HAMID ROKNIAN AND ROZITA ROKNIAN, AS TRUSTEES OF THE HAMID ROKNIAN AND ROZITA ROKNIAN 2001 REVOCABLE TRUST (hereinafter referred to as "Subdivider").		
NAME/NUMBER OF DEVELOPMENT: <u>Tract 32850</u> subdivision consisting of <u>Ninety-Five (95)</u> residential lots, and <u>twelve (12)</u> Lettered Lots, originally approved on <u>July 19, 2005</u> , and Tentative Tract <u>32850</u> ("Tract" or "Tentative Tract Map"), originally approved on <u>July 19, 2005</u> .		
FINAL TRACT MAP <u>32850</u> APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").		
PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").		
EST. TOTAL COST OF PUBLIC IMPROVEMENTS: \$ <u>N/A</u> (see Exhibit "B")	EST. TOTAL COST OF PRIVATE IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF MONUMENTATION: \$ <u>25,480.00</u> (see Exhibit "B")
LIEN CONTRACT RECORDING INFORMATION:		
BOND NUMBERS: _____		

LETTER OF CREDIT NUMBERS: \_\_\_\_\_

FINANCIAL INSTITUTION: \_\_\_\_\_

**THIS SUBDIVISION IMPROVEMENT AGREEMENT** (“Agreement”) is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as “City”) and MozafarBehzad, Hamid Roknian, and \_\_\_\_\_, Rozita Roknian 2001 Revocable Trust \_\_\_\_\_, (hereinafter referred to as “Subdivider”). City and Subdivider are sometimes referred to hereinafter individually as a “Party”, and collectively as the “Parties”.

#### RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit “A” attached hereto and incorporated and made part of this Agreement by this reference (the “Property”).

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the “Plans”) for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works (“City Engineer”). The City has adopted standards (hereinafter “Standards”) for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page

One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

**NOW, THEREFORE**, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

**1. Subdivider's Obligation to Construct Improvements.**

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twelve (12) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

**2. Improvement Securities.**

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) N/A and 00/100 DOLLARS (\$                    ) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) N/A and 00/100 DOLLARS (\$XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is fifty percent (50%) of the estimated cost of the Improvements; and

(iii) N/A and 00/100 DOLLARS (\$                    ) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) Twenty Five Thousand, Four Hundred Eighty and 00/100 Dollars (\$25,480.00) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

### **3. Alterations to Improvement Plans; Modification of City Standards.**

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If

Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

**4. Modification of Drainage Plan.** Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

**5. Reserved.**

**6. Inspections; Final Acceptance and Certification of Improvements.**

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

- (c) Subdivider shall bear all costs of inspection and certification of the Improvements.

**7. Release of Improvement Securities.**

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred-percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.



(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

**8. Injury to Public Improvements, Public Property or Public Utilities Facilities.**

Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

**9. Permits.** Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

**10. Notice of Breach/Default of Subdivider.**

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely

cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically

recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

#### **11. Warranty.**

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

**12. Subdivider Not Agent of City.** Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

**13. Injury to Improvement Work; Risk of Loss.** Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

**14. Other Agreements.** Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

**15. Subdivider's Obligation to Warn Public During Construction.** Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

**16. Vesting of Ownership.** Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

**17. Indemnity/Hold Harmless.**

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this

Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

**18. Sale or Disposition of Subdivision; Assignment.**

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any

other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

**19. Time of the Essence.** Time is of the essence in this Agreement.

**20. Time for Completion of Improvements; Extensions.**

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by Beaumont Municipal Code Section 16.56.030. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion

of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

**21. Notice.** All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223	Attn:
City Manager		
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262	
Notice to Subdivider:	Mozafar Behzad, Hamid and Rozita Roknian 805 E. Sunset Drive Redlands, CA 92373	

**22. Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

**23. Captions.** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

**24. Insurance.**

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can



be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**25. Attorneys' Fees.** In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

**26. Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

**27. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

**28. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

**29. Runs with the Land; Recordation.**

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

**30. Authority of Executing Parties.** Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed by the Parties hereto on the date above first written.


**Subdivider:**

**City:**

**CITY OF BEAUMONT**  
a Municipal Corporation

By:   
MOZAFAR BEHZAD

By: \_\_\_\_\_  
City Manager

By:   
HAMID ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN  
AND ROZITA ROKNIAN 2001 REVOCABLE TRUST

By:   
ROZITA ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN  
AND ROZITA ROKNIAN 2001 REVOCABLE TRUST

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jeff Hart, Dir. Of Engineering/Public

Works

Attachments: Exhibit A      Legal description of Property  
                  Exhibit B      Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

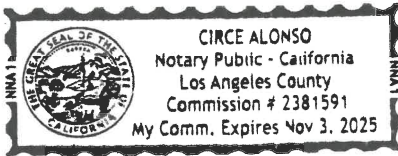
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles }  
On 11.08.22 before me, Circe Alonso, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Hamid Roknian and Rozita Roknian  
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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
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: City of Beaumont Subdivision Improvement Agreement  
Document Date: 11.01.22 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: \_\_\_\_\_

**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 Bernardino }

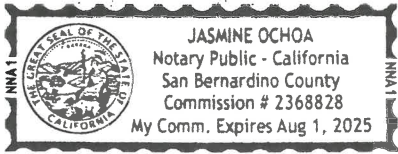
On 10/31/22 before me, Jasmine Ochoa, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Mozafar Benzad  
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.



Place Notary Seal and/or Stamp Above

Signature Jasmine Ochoa  
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: City of Beaumont Sub. Agreement  
Document Date: 10/31/22 Number of Pages: 19

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: \_\_\_\_\_

RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO

City of Beaumont  
Attention: City Clerk  
550 East 6th Street  
Beaumont, CA 92223

Ref.#: 0002058

File#:

Monument  
Improvements

Space Above This Line for Recorder's Use  
(Exempt from Recording Fee per  
Gov't Code §6103 and §27383)

**LIEN CONTRACT  
AND DEED OF TRUST**

(Lien Contract as Security; Gov. Code Section 66499(a)(4))

THIS LIEN CONTRACT AND DEED OF TRUST ("Lien Contract") is entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF BEAUMONT, CALIFORNIA, a municipal corporation of the State of California ("City") and MOZAFAR BEHZAD AND HAMID ROKNIAN AND ROZITA ROKNIAN, AS TRUSTEES OF THE HAMID ROKNIAN AND ROZITA ROKNIAN 2001 REVOCABLE TRUST (collectively "Owner").

RECITALS

A. Owner is the owner in fee of that certain unimproved real property located in the State of California, County of Riverside, City of Beaumont, more particularly described in the legal description attached hereto as EXHIBIT "A" and incorporated herein by this reference (the "Property").

B. A final subdivision map of Tentative Tract Map No. 32850 ("Final Map" and "Tract," respectively) for the Property was approved by the City Council of the City of Beaumont ("City Council") on or about \_\_\_\_\_, and subsequently filed with the Official Records of the Riverside County Recorder on \_\_\_\_\_, in Book \_\_\_ pages \_\_\_\_\_ of said county;

**EXHIBIT A                      EXHIBIT A**

C. The Owner executed that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 2022 (the "Subdivision Improvement Agreement"), to complete certain tasks and construct certain on-site and off-site improvements as required by the Final Map and other entitlements applicable to the Property (collectively, the "Development Obligation(s)").

E. City is authorized to accept the security proposed by Owner, known as a lien contract, under the provisions of Government Code Section 66499(a)(4), Beaumont Municipal Code Chapter 16.56, and that certain SETTLEMENT, WAIVER AND RELEASE AGREEMENT between the parties dated November 17, 2020 (“Settlement Agreement”).

F. In accordance with Government Code Section 66499(a)(4), the Settlement Agreement and Beaumont Municipal Code Chapter 16.56 the City made the requisite findings and determinations to authorize the Owner to use this Lien Contract, and the secured interest in the Property perfected thereby, to serve as temporary security for the performance and completion of the Development Obligation(s) required pursuant to the Final Map and Subdivision Improvement Agreement, as more particularly described in this Lien Contract.

**NOW, THEREFORE**, for good and valuable consideration, including the obligations herein and the trust herein created, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owner’s Performance.

a. Owner hereby grants to the City, in accordance with the terms and conditions of this Lien Contract, a lien upon the Property as security for the following obligations of Owner (subject only to the senior deed of trust encumbering the property in the amount of Two Hundred and Seventy Five Thousand Dollars (\$275,000.00) recorded on September 4, 2013 as Instrument number 2013–0432428 ("Deed of Trust")):

(1) Construction of the improvements (“Improvements”) specified in the Subdivision Improvement Agreement, in the estimated amount and for the purposes specified therein; provided, however, that Owner’s obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth therein; and

(2) Payment of the fees or services (“Fees”) required by the City in the amount required as a condition of approval of the Final Map.

(3) All of the Developer Obligations and the obligations of Owner under this Lien Contract and under the Subdivision Improvement Agreement (“Obligations”).

This lien secures said Improvements, Fees and Obligations (collectively, the “Secured Obligations”).

b. if Owner conveys the Property to a third party (or any other grantee) Owner and the grantee shall cause the reconveyance of the Deed of Trust and recordation of payment and performance bonds in form and amounts acceptable to City for 100% of the total estimated cost of the improvements required as conditions of the Final Tract Map and pursuant to Beaumont Municipal Code Chapter 16.56 - SECURITY FOR IMPROVEMENTS (“Suitable Future Bonds”).



c. the Lien Contract shall be replaced with Suitable Future Bonds as required above in subsection (b) upon a change in ownership of the Property as determined in accordance with the Revenue and Taxation Code, upon the foreclosure or recordation of a deed in lieu of foreclosure with respect to the Deed of Trust or prior to and as a condition of the issuance of any building permit or grading permit applicable to the Property. When the Property is conveyed to the third party and if the Lien Contract is required to be replaced with Suitable Future Bonds, they shall be issued within sixty (60) days after notice from the City provided that if such bonds are not so issued, the Final Tract Map shall automatically terminate and be of no further force or effect.

d. Owner also agrees to provide the Suitable Future Bonds in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Improvement as of the time of the substitution of security, as ascertained by the City.

e. Prior to obtaining any type of permit, including a grading or building permit, or commencing the installation and construction of any portion of the Improvements required by the Subdivision Improvement Agreement, whichever occurs first, Owner shall deposit fees for inspections, tests and other related purposes.

f. Owner's failure to replace this Lien Contract with the Suitable Future Bonds in violation of this Lien Contract shall be an event of default and shall entitle the City to any and all rights and remedies available to City at law or in equity.

2. Instrument Serves as Duly Acknowledged and Perfected DEED OF TRUST.

For the purpose of securing payment and performance of the Secured Obligations, Owner (as "Trustor") hereby irrevocably and unconditionally grants, conveys, transfers and assigns to First American Title Company ("Trustee"), as trustee, in trust, WITH POWER OF SALE TOGETHER WITH THE RIGHT OF ENTRY AND POSSESSION, for the benefit and security of the City (as "beneficiary"), all present and future rights, titles, interests, estates, powers and privileges that Owner now has or may hereafter acquire in or to the Property; and said POWER OF SALE TOGETHER WITH RIGHT OF ENTRY AND POSSESSION expressly includes the power of sale of the real property, and all buildings and improvements thereon or that may be erected upon or made thereto, together with all hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reservations, remainders, rents, issues, and profits thereof. Owner expressly intends that this Lien Contract create a secured interest in the Property for the benefit of City for the payment and performance obligations secured as identified herein, and this Lien Contract serves as a deed of trust under California law for purposes of creating and perfecting a secured interest in the Property as set forth herein.

3. City's Performance.

Following the City's approval and receipt of the Suitable Future Bonds submitted by Owner pursuant to Paragraph 1 above and receipt of applicable Fees, the City shall release the Property from the provisions of this Lien Contract, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

4. Effect of Lien Contract.

a. From the date of recordation of this Lien Contract, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to secure and discharge all obligations contained in this Lien Contract and Subdivision Improvement Agreement, and any Fees.

b. Unless written consent of the City is obtained, the Owner shall not convey, lien or encumber any portion of or interest in the Property covered by this Lien Contract until Suitable Future Bonds (or some other form of alternative security acceptable to the City) has been provided and this Lien Contract has been released.

c. So long as this Lien Contract is utilized for security as described herein, offers of dedication for street purposes on the Property will not be accepted by the City.

d. The City shall not have an obligation to subordinate its rights hereunder to any lender or encumbrancer unless substitute security in the form of the Suitable Future Bonds (or some other form of alternative security acceptable to the City) is secured by Owner.

5. Events of Default. Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

a. Failure by Owner to deposit fees for inspections, tests and other specific purposes or to substitute Suitable Future Bonds or other forms of security satisfactory to the City within the time allotted and as prescribed by this Lien Contract.

b. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security, including, without limitation, Suitable Future Bonds, with the City in place of this Lien Contract.

c. The appointment, pursuant to an order of a court of competent jurisdiction, of a trustee, receiver or liquidator of the Property or any part thereof, or of Owner.

d. The filing by Owner of a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Federal Bankruptcy Code or any similar law, federal or state, or the adjudication of Owner as a bankrupt or as insolvent by a decree of a court of competent jurisdiction, or the making of an assignment for the benefit of creditors, or the admission by Owner in writing of its inability to pay its debts generally as they become due, or the giving of consent by Owner to the appointment of a receiver or receivers of all or any part of its property, including the Property.

e. The filing by any of the creditors of Owner or the reorganization of Owner pursuant to the Federal Bankruptcy Code or any similar law, federal or state and the same is not discharged within ninety (90) days after the date of filing thereof.

f. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within (60) days.

g. Sale of any lot or lots shown on the Final Map prior to release of the lien created by this Lien Contract, except as provided in Paragraph 4(b) above.

h. Failure of Owner to pay the Fees described in Paragraph 1(a)(2) above, at the time required.

i. Breach by Owner of any other term or condition of this Lien Contract, or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

j. Failure to pay prior to delinquency any taxes, assessments, fees or other amounts the payment of which are secured by a lien against part or all of the Property.

k. Failure of Owner to maintain liability insurance in the amount of at least \$2,000,000.00 per occurrence and in the aggregate on the Property naming the City as an additional insured.

l. The occurrence of any waste, violation of an ordinance, violation of a condition of approval or nuisance on the Property which is not cured by Owner within thirty (30) days following written notice from the City.

m. The breach or violation of any other subdivision improvement agreement, or lien contract between the City and Owner beyond any applicable notice and cure period.

All references to Owner in this Paragraph 5 shall be deemed to include Owner's successors, assignees and transferees.

6. City's Remedies. Upon the occurrence of any of the events described in Paragraph 5, above, the City may, at its option, declare all obligations, amounts and indebtedness secured hereby immediately due and payable without any presentment, demand, protest, or notice, and take one or more of the actions below:

a. Pursue any or all of the remedies provided in the Subdivision Improvement Agreement;

b. Commence and maintain an action or actions to foreclose this lien by appropriate action in court or as provided by law for the non-judicial foreclosure of mortgages or deeds of trust under power of sale pursuant to California Civil Code Sections 2924, 2924(b) and 2924(c), and Owner agrees that the amount of said lien shall include attorneys' fees as provided in Paragraph 7(b) below. CITY will deposit with TRUSTEE this Lien Contract, certified copies of the Subdivision Improvement Agreement, and any receipts and evidence of expenditures made and secured as TRUSTEE may require. If notice of default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, TRUSTEE, without demand on OWNER, will, after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as TRUSTEE determines, and in any order that it may determine, at public auction to the highest bidder. TRUSTEE may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding

postponement, and without further notice make the sale at the time fixed by the last postponement; or TRUSTEE may, in its discretion, give a new notice of sale. CITY may rescind any notice of default at any time before TRUSTEE's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of obligations affected by any prior declaration or notice of default. The exercise by CITY of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of CITY to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the Lien Contract, the Subdivision Improvement Agreement, or any of the rights, obligations, or remedies of CITY or TRUSTEE. After sale, TRUSTEE will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any Person, including Owner, TRUSTEE, or CITY, may purchase at that sale. If allowed by law, CITY, if it is the purchaser, may turn in the Lien Contract at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment if the amount owing exceeds the purchase price). TRUSTEE, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Property sold, which will convey to the purchaser all the title and interest of Owner in the Property and will apply the proceeds of the sale in payment first, of the expenses of the sale together with the expenses of the trustee, including, without limitation, attorney fees, that will become due on any default made by OWNER, and also any sums that TRUSTEE or CITY have paid for procuring a search of the title to the Property subsequent to the execution of this Lien Contract; and second, of the Secured Obligations then remaining unpaid. TRUSTEE will pay the balance or surplus of the proceeds of sale, if any, to OWNER and its successors or assigns as its interests may appear;

c. Commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Owner hereunder, and Owner agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Owner waives the defense of laches and any applicable statute of limitations;

d. Estimate the cost of the work required to complete the Improvements, which estimate shall be deemed a debt and obligation in a liquidated sum of Owner, and judicially or non-judicially foreclose said lien in said amount; and

e. Pursue any other remedy, legal or equitable including but not limited to those for the foreclosure of a lien, and Owner, and any of its successors, assignees and transferees, shall pay reasonable attorneys' fees as a cost in said proceedings.

## 7. General Provisions.

a. Recordation. This Lien Contract shall be recorded by the City with the Recorder's Office of the County of Riverside immediately following execution of this Lien Contract by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property,

pursuant to Government Code Section 66436(a), acknowledging subordination of their interests to this Lien Contract.

b. Attorneys' Fees. The City shall be entitled to reasonable attorneys' fees, paralegal fees, and other charges, expenses and costs incurred in enforcing its rights under this Lien Contract.

c. Contingency. This Lien Contract shall not take effect until it has been approved by the City in accordance with law and recorded.

d. Entire Agreement. This Lien Contract together with all attachments and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

e. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Contract and the intentions of the parties.

f. Governing Law. This Lien Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California without regard to conflict of law principles.

g. Headings. Except when their terms and conditions are substantive to this Lien Contract, the captions and section headings used in this Lien Contract are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

h. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Contract shall be valid unless the same is in writing and signed by all parties.

i. No Other Inducement. The making, execution and delivery of this Lien Contract by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

j. Severability. If any term, provision, covenant or condition of this Lien Contract is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Contract shall not be affected thereby, and each term, provision, covenant or condition of this Lien Contract shall be valid, and enforceable to the fullest extent permitted by law

k. Indemnity. If the City or the Trustee is made a party to or is threatened with any litigation concerning this Lien Contract, the Subdivision Improvement Agreement, or the Property, or any part thereof or interest therein, or the actions or omissions of Owner on the Property, then Owner shall indemnify, defend and hold harmless the City and the Trustee (and their respective officials, officers, directors, employees, contractors, accountants, attorneys, and agents) for, from and against all liability by reason of said threat and/or litigation, including reasonable attorneys' fees and expenses incurred by the City as a result of any such threat and/or litigation, whether or not any such threat and/or litigation is prosecuted to judgment; provided, however, that the

indemnification to be provided by Owner to the City pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, or action, is the result of the sole negligence or sole willful misconduct of the City. The City or the Trustee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach of the foregoing obligation by Owner, Owner shall pay the City and the Trustee reasonable attorneys' fees and expenses incurred by the City or the Trustee, whether or not an action is actually commenced against Owner or Trustee by reason of its breach.

1. Execution in Counterparts. This Lien Contract may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

[signatures on next page]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year first written above.

“CITY”  
CITY OF BEAUMONT,  
a municipal corporation of the State of California

\_\_\_\_\_  
Elizabeth Gibbs, City Manager

ATTEST:

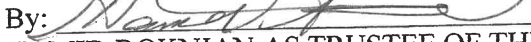
\_\_\_\_\_  
, City Clerk, City of Beaumont

APPROVED AS TO FORM:

\_\_\_\_\_  
John Pinkney, City Attorney, City of Beaumont

OWNER

By:   
\_\_\_\_\_  
MOZAFAR BEHZAD

By:   
\_\_\_\_\_  
HAMID ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN AND ROZITA ROKNIAN  
2001 REVOCABLE TRUST

By:   
\_\_\_\_\_  
ROZITA ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN AND ROZITA ROKNIAN  
2001 REVOCABLE TRUST

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

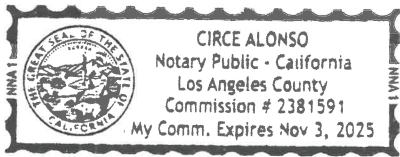
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles }  
On 11.08.22 before me, Circe Alonso,  
Date Here Insert Name and Title of the Officer  
personally appeared Hamid Roknian and Rozita Roknian  
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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
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: Lien Contract and Deed of Trust

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: \_\_\_\_\_





EXHIBIT A

LEGAL DESCRIPTION

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

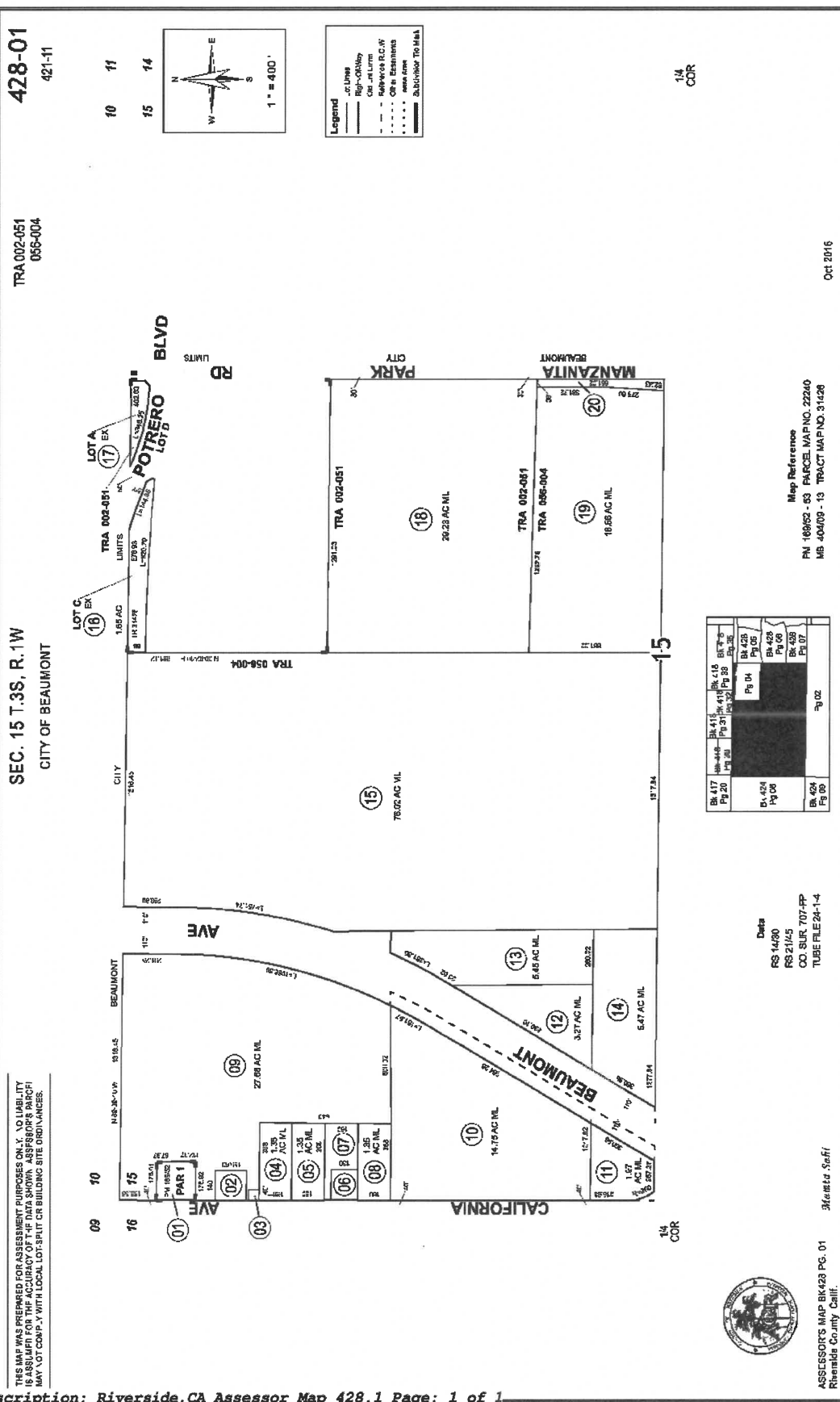
THE SOUTHERLY 50 ACRES OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 15, 3 SOUTH, 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE SOUTHERLY 20 ACRES THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER; THENCE NORTH 0° 24' 30" WEST ON THE WEST LINE THEREOF, 660.98 FEET; THENCE SOUTH 89° 44' EAST, 1318.42 FEET TO THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST ONE-QUARTER; THENCE SOUTH 0° 21' 30" EAST OF SAID EAST LINE, 660.98 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 89° 44' WEST, 1317.84 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE EASTERLY 30 FEET OF SAID LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED FEBRUARY 5, 1969 AS INSTRUMENT NO. 11660.

APN: 428-010-018



On Point Land Surveying, Inc.  
 1906 Orange Tree Lane  
 Suite 240  
 Redlands, Ca 92374



Name / Address
Land Engineering Consultants, Inc. PO Box 541 650 Avenue K Calimesa, California 92320

## Estimate

P.O. No.	Date	Estimate #
	8/17/2022	000-10065A

Project	Terms
235-001 Tract 32850, Beaumont	Net 30
Description	Total
1) Update Tract Map with requested changes/redesign. Create pdf of updated map and closure report for client submittal. - Lot 71 & Lot 72 common line - Lot 25 & Lot 26 common line - Lot 16 & Lot C common line - Storm Drain easement	180.00
2) Set survey monuments at 4 corners of Tract No. 32850, 4 monuments total. (1 trip max)	1,480.00
3) Set final monumentation for 95 numbered lots, 12 lettered lots, and street centerline. Includes centerline ties for 14 monuments and preparing centerline tie sheets.	25,480.00
<p>This proposal is based on non-prevailing wage rates.</p> <p>This proposal does not include any services other than those specifically detailed herein.</p> <p>A separate proposal will be provided for services requested or required that are outside those detailed herein.</p> <p>This proposal is valid for 120 days.</p> <p>Billing will be on a monthly basis based on fees earned for the billing period.</p> <p>Payment is required within 30 days of receipt of invoice.</p>	
Thank you for the opportunity to provide you with this proposal!	<b>Total</b> \$27,140.00
Authorization to Proceed _____	

(909) 792-2221

fax (909) 784-1836

shari@onpointlandsurveying.com

www.onpointlandsurveying.com

RECORDING REQUESTED BY: CITY CLERK  WHEN RECORDED RETURN TO:  City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
SPACE ABOVE THIS LINE FOR RECORDER'S USE	

**CITY OF BEAUMONT  
 SUBDIVISION IMPROVEMENT AGREEMENT  
 TRACT or PARCEL NO. \_\_\_\_\_**

DATE OF AGREEMENT: _____		
NAME OF SUBDIVIDER: _____		
(hereinafter referred to as "Subdivider").		
NAME/NUMBER OF DEVELOPMENT: _____ subdivision consisting of _____ residential lots, _____, originally approved on _____, and Tentative Tract/Parcel _____ ("Tract/Parcel" or "Tentative Tract/Parcel Map"), originally approved on: _____.		
FINAL TRACT/PARCEL MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER _____ ("Final Tract Map/Final Parcel Map").		
PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").		
EST. TOTAL COST OF PUBLIC IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF PRIVATE IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF MONUMENTATION: \$ _____ (see Exhibit "B")
Lien Contract Recording Information: _____		
LETTER OF CREDIT NUMBERS: _____		
FINANCIAL INSTITUTION: _____		

**THIS SUBDIVISION IMPROVEMENT AGREEMENT** (“Agreement”) is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as “City”), and \_\_\_\_\_, (hereinafter referred to as “Subdivider”). City and Subdivider are sometimes referred to hereinafter individually as a “Party”, and collectively as the “Parties”.

#### RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit “A” attached hereto and incorporated and made part of this Agreement by this reference (the “Property”).

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the “Plans”) for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works (“City Engineer”). The City has adopted standards (hereinafter “Standards”) for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit “B” and incorporated and made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit “B”.

G. For the purposes of this Agreement, the term “Public Improvements” means all those improvements within the Tract/Parcel intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit “B”.

**NOW, THEREFORE**, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

**1. Subdivider’s Obligation to Construct Improvements.**

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit “B” (hereinafter collectively the “Improvements”) within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all rights-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider’s obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

**2. Improvement Securities.**

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) \_\_\_\_\_ and 50/100 DOLLARS (\$XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) \_\_\_\_\_ and 50/100 DOLLARS (\$XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) \_\_\_\_\_ and 00/100 DOLLARS (\$ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) \_\_\_\_\_ and 00/100 Dollars (\$X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or



(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

**3. Alterations to Improvement Plans; Modification of City Standards.**

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If

Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

**4. Modification of Drainage Plan.** Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

**5. Reserved.**

**6. Inspections; Final Acceptance and Certification of Improvements.**

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

- (c) Subdivider shall bear all costs of inspection and certification of the Improvements.

**7. Release of Improvement Securities.**

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred-percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

**8. Injury to Public Improvements, Public Property or Public Utilities Facilities.**

Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

**9. Permits.** Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

**10. Notice of Breach/Default of Subdivider.**

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely

cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically

recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

**11. Warranty.**

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

**12. Subdivider Not Agent of City.** Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

**13. Injury to Improvement Work; Risk of Loss.** Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

**14. Other Agreements.** Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

**15. Subdivider's Obligation to Warn Public During Construction.** Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

**16. Vesting of Ownership.** Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

**17. Indemnity/Hold Harmless.**

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this

Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

**18. Sale or Disposition of Subdivision; Assignment.**

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any



other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

**19. Time of the Essence.** Time is of the essence in this Agreement.

**20. Time for Completion of Improvements; Extensions.**

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by Beaumont Municipal Code Section 16.56.030. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion

of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

**21. Notice.** All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223	Attn:
City Manager		
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262	
Notice to Subdivider:	Mozafar Behzad, Hamid and Rozita Roknian 805 E. Sunset Drive Redlands, CA 92373	

**22. Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

**23. Captions.** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

**24. Insurance.**

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor or subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating: Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-, VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can

be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**25. Attorneys' Fees.** In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

**26. Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into the terms of this Agreement.

**27. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

**28. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

**29. Runs with the Land; Recordation.**

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

**30. Authority of Executing Parties.** Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed by the Parties hereto on the date above first written.

**Subdivider:**


**City:**

**CITY OF BEAUMONT**  
a Municipal Corporation

By:  \_\_\_\_\_

MOZAFAR BEHZAD

By: \_\_\_\_\_  
City Manager

By:  \_\_\_\_\_  
HAMID ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN  
AND ROZITA ROKNIAN 2001 REVOCABLE TRUST

By:  \_\_\_\_\_  
ROZITA ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN  
AND ROZITA ROKNIAN 2001 REVOCABLE TRUST

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jeff Hart, Dir. Of Engineering/Public

Works

Attachments: Exhibit A      Legal description of Property  
                  Exhibit B      Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

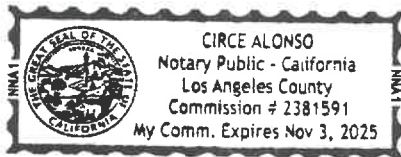
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles }

On 11-08-22 before me, Circe Alonso, notary public  
Date Here Insert Name and Title of the Officer

personally appeared Hamid Roknian and Rozita Roknian  
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 Circe Alonso  
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: City of Beaumont Subdivision Improvement Agreement  
Document Date: 11-01-22 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: \_\_\_\_\_



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 Bernardino }

On 10/31/22 before me, Jasmine Ochoa, Notary Public

personally appeared Mozafar Benzad 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

[Handwritten Signature]

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: City of Beaumont Sub. Agreement
Document Date: 10/31/22 Number of Pages: 19

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:

RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO

City of Beaumont  
Attention: City Clerk  
550 East 6th Street  
Beaumont, CA 92223

Ref.#: 14-1964  
File#: 3072  
Storm Drain  
Improvements

Space Above This Line for Recorder's Use  
(Exempt from Recording Fee per  
Gov't Code §6103 and §27383)

**LIEN CONTRACT  
AND DEED OF TRUST**

(Lien Contract as Security; Gov. Code Section 66499(a)(4))

THIS LIEN CONTRACT AND DEED OF TRUST ("Lien Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF BEAUMONT, CALIFORNIA, a municipal corporation of the State of California ("City") and MOZAFAR BEHZAD AND HAMID ROKNIAN AND ROZITA ROKNIAN, AS TRUSTEES OF THE HAMID ROKNIAN AND ROZITA ROKNIAN 2001 REVOCABLE TRUST (collectively "Owner").

RECITALS

A. Owner is the owner in fee of that certain unimproved real property located in the State of California, County of Riverside, City of Beaumont, more particularly described in the legal description attached hereto as EXHIBIT "A" and incorporated herein by this reference (the "Property").

B. A final subdivision map of Tentative Tract Map No. 32850 ("Final Map" and "Tract," respectively) for the Property was approved by the City Council of the City of Beaumont ("City Council") on or about \_\_\_\_\_, and subsequently filed with the Official Records of the Riverside County Recorder on \_\_\_\_\_, in Book \_\_\_\_\_ pages \_\_\_\_\_ of said county;  
EXHIBIT A EXHIBIT A

C. The Owner executed that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 2022 (the "Subdivision Improvement Agreement"), to complete certain tasks and construct certain on-site and off-site improvements as required by the Final Map and other entitlements applicable to the Property (collectively, the "Development Obligation(s)").

E. City is authorized to accept the security proposed by Owner, known as a lien contract, under the provisions of Government Code Section 66499(a)(4), Beaumont Municipal Code Chapter 16.56, and that certain SETTLEMENT, WAIVER AND RELEASE AGREEMENT between the parties dated November 17, 2020 (“Settlement Agreement”).

F. In accordance with Government Code Section 66499(a)(4), the Settlement Agreement and Beaumont Municipal Code Chapter 16.56 the City made the requisite findings and determinations to authorize the Owner to use this Lien Contract, and the secured interest in the Property perfected thereby, to serve as temporary security for the performance and completion of the Development Obligation(s) required pursuant to the Final Map and Subdivision Improvement Agreement, as more particularly described in this Lien Contract.

**NOW, THEREFORE**, for good and valuable consideration, including the obligations herein and the trust herein created, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owner’s Performance.

a. Owner hereby grants to the City, in accordance with the terms and conditions of this Lien Contract, a lien upon the Property as security for the following obligations of Owner (subject only to the senior deed of trust encumbering the property in the amount of Two Hundred and Seventy Five Thousand Dollars (\$275,000.00) recorded on September 4, 2013 as Instrument number 2013-0432428 (“Deed of Trust”)):

(1) Construction of the improvements (“Improvements”) specified in the Subdivision Improvement Agreement, in the estimated amount and for the purposes specified therein; provided, however, that Owner’s obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth therein; and

(2) Payment of the fees or services (“Fees”) required by the City in the amount required as a condition of approval of the Final Map.

(3) All of the Developer Obligations and the obligations of Owner under this Lien Contract and under the Subdivision Improvement Agreement (“Obligations”).

This lien secures said Improvements, Fees and Obligations (collectively, the “Secured Obligations”).

b. if Owner conveys the Property to a third party (or any other grantee) Owner and the grantee shall cause the reconveyance of the Deed of Trust and recordation of payment and performance bonds in form and amounts acceptable to City for 100% of the total estimated cost of the improvements required as conditions of the Final Tract Map and pursuant to Beaumont Municipal Code Chapter 16.56 - SECURITY FOR IMPROVEMENTS (“Suitable Future Bonds”).

c. the Lien Contract shall be replaced with Suitable Future Bonds as required above in subsection (b) upon a change in ownership of the Property as determined in accordance with the Revenue and Taxation Code, upon the foreclosure or recordation of a deed in lieu of foreclosure with respect to the Deed of Trust or prior to and as a condition of the issuance of any building permit or grading permit applicable to the Property. When the Property is conveyed to the third party and if the Lien Contract is required to be replaced with Suitable Future Bonds, they shall be issued within sixty (60) days after notice from the City provided that if such bonds are not so issued, the Final Tract Map shall automatically terminate and be of no further force or effect.

d. Owner also agrees to provide the Suitable Future Bonds in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Improvement as of the time of the substitution of security, as ascertained by the City.

e. Prior to obtaining any type of permit, including a grading or building permit, or commencing the installation and construction of any portion of the Improvements required by the Subdivision Improvement Agreement, whichever occurs first, Owner shall deposit fees for inspections, tests and other related purposes.

f. Owner's failure to replace this Lien Contract with the Suitable Future Bonds in violation of this Lien Contract shall be an event of default and shall entitle the City to any and all rights and remedies available to City at law or in equity.

## 2. Instrument Serves as Duly Acknowledged and Perfected DEED OF TRUST.

For the purpose of securing payment and performance of the Secured Obligations, Owner (as "Trustor") hereby irrevocably and unconditionally grants, conveys, transfers and assigns to First American Title Company ("Trustee"), as trustee, in trust, WITH POWER OF SALE TOGETHER WITH THE RIGHT OF ENTRY AND POSSESSION, for the benefit and security of the City (as "beneficiary"), all present and future rights, titles, interests, estates, powers and privileges that Owner now has or may hereafter acquire in or to the Property; and said POWER OF SALE TOGETHER WITH RIGHT OF ENTRY AND POSSESSION expressly includes the power of sale of the real property, and all buildings and improvements thereon or that may be erected upon or made thereto, together with all hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reservations, remainders, rents, issues, and profits thereof. Owner expressly intends that this Lien Contract create a secured interest in the Property for the benefit of City for the payment and performance obligations secured as identified herein, and this Lien Contract serves as a deed of trust under California law for purposes of creating and perfecting a secured interest in the Property as set forth herein.

## 3. City's Performance.

Following the City's approval and receipt of the Suitable Future Bonds submitted by Owner pursuant to Paragraph 1 above and receipt of applicable Fees, the City shall release the Property from the provisions of this Lien Contract, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

4. Effect of Lien Contract.

a. From the date of recordation of this Lien Contract, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to secure and discharge all obligations contained in this Lien Contract and Subdivision Improvement Agreement, and any Fees.

b. Unless written consent of the City is obtained, the Owner shall not convey, lien or encumber any portion of or interest in the Property covered by this Lien Contract until Suitable Future Bonds (or some other form of alternative security acceptable to the City) has been provided and this Lien Contract has been released.

c. So long as this Lien Contract is utilized for security as described herein, offers of dedication for street purposes on the Property will not be accepted by the City.

d. The City shall not have an obligation to subordinate its rights hereunder to any lender or encumbrancer unless substitute security in the form of the Suitable Future Bonds (or some other form of alternative security acceptable to the City) is secured by Owner.

5. Events of Default. Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

a. Failure by Owner to deposit fees for inspections, tests and other specific purposes or to substitute Suitable Future Bonds or other forms of security satisfactory to the City within the time allotted and as prescribed by this Lien Contract.

b. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security, including, without limitation, Suitable Future Bonds, with the City in place of this Lien Contract.

c. The appointment, pursuant to an order of a court of competent jurisdiction, of a trustee, receiver or liquidator of the Property or any part thereof, or of Owner.

d. The filing by Owner of a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Federal Bankruptcy Code or any similar law, federal or state, or the adjudication of Owner as a bankrupt or as insolvent by a decree of a court of competent jurisdiction, or the making of an assignment for the benefit of creditors, or the admission by Owner in writing of its inability to pay its debts generally as they become due, or the giving of consent by Owner to the appointment of a receiver or receivers of all or any part of its property, including the Property.

e. The filing by any of the creditors of Owner or the reorganization of Owner pursuant to the Federal Bankruptcy Code or any similar law, federal or state and the same is not discharged within ninety (90) days after the date of filing thereof.

f. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within (60) days.

g. Sale of any lot or lots shown on the Final Map prior to release of the lien created by this Lien Contract, except as provided in Paragraph 4(b) above.

h. Failure of Owner to pay the Fees described in Paragraph 1(a)(2) above, at the time required.

i. Breach by Owner of any other term or condition of this Lien Contract, or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

j. Failure to pay prior to delinquency any taxes, assessments, fees or other amounts the payment of which are secured by a lien against part or all of the Property.

k. Failure of Owner to maintain liability insurance in the amount of at least \$2,000,000.00 per occurrence and in the aggregate on the Property naming the City as an additional insured.

l. The occurrence of any waste, violation of an ordinance, violation of a condition of approval or nuisance on the Property which is not cured by Owner within thirty (30) days following written notice from the City.

m. The breach or violation of any other subdivision improvement agreement, or lien contract between the City and Owner beyond any applicable notice and cure period.

All references to Owner in this Paragraph 5 shall be deemed to include Owner's successors, assignees and transferees.

6. City's Remedies. Upon the occurrence of any of the events described in Paragraph 5, above, the City may, at its option, declare all obligations, amounts and indebtedness secured hereby immediately due and payable without any presentment, demand, protest, or notice, and take one or more of the actions below:

a. Pursue any or all of the remedies provided in the Subdivision Improvement Agreement;

b. Commence and maintain an action or actions to foreclose this lien by appropriate action in court or as provided by law for the non-judicial foreclosure of mortgages or deeds of trust under power of sale pursuant to California Civil Code Sections 2924, 2924(b) and 2924(c), and Owner agrees that the amount of said lien shall include attorneys' fees as provided in Paragraph 7(b) below. CITY will deposit with TRUSTEE this Lien Contract, certified copies of the Subdivision Improvement Agreement, and any receipts and evidence of expenditures made and secured as TRUSTEE may require. If notice of default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, TRUSTEE, without demand on OWNER, will, after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as TRUSTEE determines, and in any order that it may determine, at public auction to the highest bidder. TRUSTEE may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding

postponement, and without further notice make the sale at the time fixed by the last postponement; or TRUSTEE may, in its discretion, give a new notice of sale. CITY may rescind any notice of default at any time before TRUSTEE's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of obligations affected by any prior declaration or notice of default. The exercise by CITY of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of CITY to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the Lien Contract, the Subdivision Improvement Agreement, or any of the rights, obligations, or remedies of CITY or TRUSTEE. After sale, TRUSTEE will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any Person, including Owner, TRUSTEE, or CITY, may purchase at that sale. If allowed by law, CITY, if it is the purchaser, may turn in the Lien Contract at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment if the amount owing exceeds the purchase price). TRUSTEE, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Property sold, which will convey to the purchaser all the title and interest of Owner in the Property and will apply the proceeds of the sale in payment first, of the expenses of the sale together with the expenses of the trustee, including, without limitation, attorney fees, that will become due on any default made by OWNER, and also any sums that TRUSTEE or CITY have paid for procuring a search of the title to the Property subsequent to the execution of this Lien Contract; and second, of the Secured Obligations then remaining unpaid. TRUSTEE will pay the balance or surplus of the proceeds of sale, if any, to OWNER and its successors or assigns as its interests may appear;

c. Commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Owner hereunder, and Owner agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Owner waives the defense of laches and any applicable statute of limitations;

d. Estimate the cost of the work required to complete the Improvements, which estimate shall be deemed a debt and obligation in a liquidated sum of Owner, and judicially or non-judicially foreclose said lien in said amount; and

e. Pursue any other remedy, legal or equitable including but not limited to those for the foreclosure of a lien, and Owner, and any of its successors, assignees and transferees, shall pay reasonable attorneys' fees as a cost in said proceedings.

## 7. General Provisions.

a. Recordation. This Lien Contract shall be recorded by the City with the Recorder's Office of the County of Riverside immediately following execution of this Lien Contract by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property,

pursuant to Government Code Section 66436(a), acknowledging subordination of their interests to this Lien Contract.

b. Attorneys' Fees. The City shall be entitled to reasonable attorneys' fees, paralegal fees, and other charges, expenses and costs incurred in enforcing its rights under this Lien Contract.

c. Contingency. This Lien Contract shall not take effect until it has been approved by the City in accordance with law and recorded.

d. Entire Agreement. This Lien Contract together with all attachments and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

e. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Contract and the intentions of the parties.

f. Governing Law. This Lien Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California without regard to conflict of law principles.

g. Headings. Except when their terms and conditions are substantive to this Lien Contract, the captions and section headings used in this Lien Contract are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

h. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Contract shall be valid unless the same is in writing and signed by all parties.

i. No Other Inducement. The making, execution and delivery of this Lien Contract by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

j. Severability. If any term, provision, covenant or condition of this Lien Contract is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Contract shall not be affected thereby, and each term, provision, covenant or condition of this Lien Contract shall be valid and enforceable to the fullest extent permitted by law.

k. Indemnity. If the City or the Trustee is made a party to or is threatened with any litigation concerning this Lien Contract, the Subdivision Improvement Agreement, or the Property, or any part thereof or interest therein, or the actions or omissions of Owner on the Property, then Owner shall indemnify, defend and hold harmless the City and the Trustee (and their respective officials, officers, directors, employees, contractors, accountants, attorneys, and agents) for, from and against all liability by reason of said threat and/or litigation, including reasonable attorneys' fees and expenses incurred by the City as a result of any such threat and/or litigation, whether or not any such threat and/or litigation is prosecuted to judgment; provided, however, that the



indemnification to be provided by Owner to the City pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, or action, is the result of the sole negligence or sole willful misconduct of the City. The City or the Trustee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach of the foregoing obligation by Owner, Owner shall pay the City and the Trustee reasonable attorneys' fees and expenses incurred by the City or the Trustee, whether or not an action is actually commenced against Owner or Trustee by reason of its breach.

1. Execution in Counterparts. This Lien Contract may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

[signatures on next page]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year first written above.

“CITY”  
CITY OF BEAUMONT,  
a municipal corporation of the State of California

\_\_\_\_\_  
Elizabeth Gibbs, City Manager

ATTEST:

\_\_\_\_\_  
, City Clerk, City of Beaumont

APPROVED AS TO FORM:

\_\_\_\_\_  
John Pinkney, City Attorney, City of Beaumont

OWNER

By: 

\_\_\_\_\_  
MOZAFAR BEHZAD

By: 

\_\_\_\_\_  
HAMID ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN AND ROZITA ROKNIAN  
2001 REVOCABLE TRUST

By: 

\_\_\_\_\_  
ROZITA ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN AND ROZITA ROKNIAN  
2001 REVOCABLE TRUST

**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 Los Angeles }  
On 11.03.22 before me, Circe Alonso, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Hamid Roknian and Rozita Roknian  
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 Circe Alonso  
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: Lien Contract and Deed of Trust  
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: \_\_\_\_\_

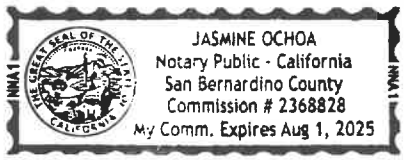
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF ~~RIVERSIDE~~ San Bernardino )

On 11/2/2022, before me, Jasmine Ochoa, Notary Public, personally appeared Mozafar Benzad, 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.



Jasmine Ochoa  
Name: Jasmine Ochoa  
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

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

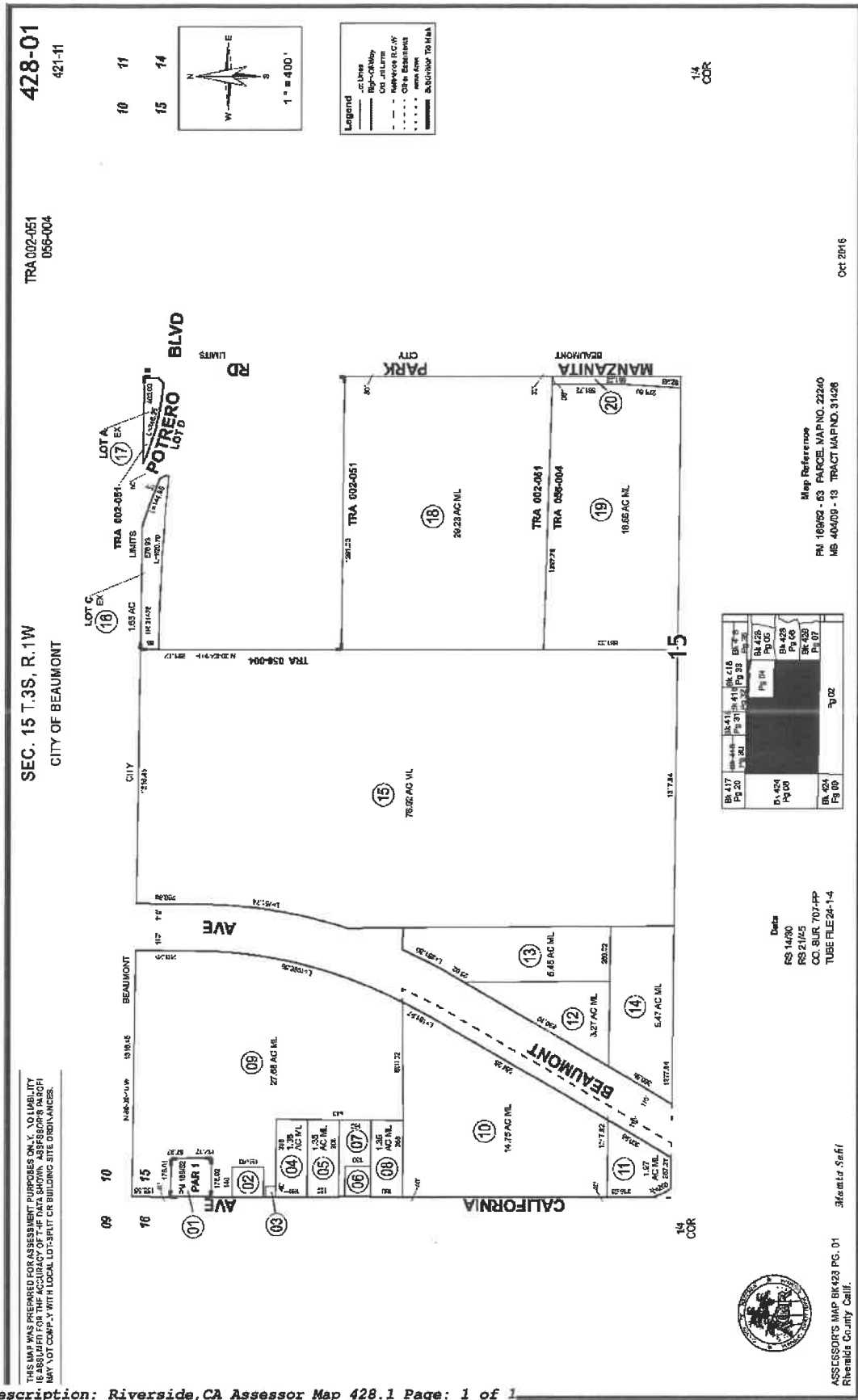
THE SOUTHERLY 50 ACRES OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 15, 3 SOUTH, 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE SOUTHERLY 20 ACRES THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER; THENCE NORTH 0° 24' 30" WEST ON THE WEST LINE THEREOF, 660.98 FEET; THENCE SOUTH 89° 44' EAST, 1318.42 FEET TO THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST ONE-QUARTER; THENCE SOUTH 0° 21' 30" EAST OF SAID EAST LINE, 660.98 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 89° 44' WEST, 1317.84 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE EASTERLY 30 FEET OF SAID LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED FEBRUARY 5, 1969 AS INSTRUMENT NO. 11660.

APN: 428-010-018



CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: TRACT 32850  
DATE: 01/24/23

PP, CUP NO.: \_\_\_\_\_ BY: Land Engineering Consultants, Inc.

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY ( of Estimated Construction Costs)	100%

Streets	\$ 1,720,026.25
Drainage	\$ 288,638.50
Sewer	\$ 290,656.75
Total	\$ 2,299,321.50
Warranty Retention (10%)	\$ 229,932.15

Street/Drainage Plan Check Fees = \_\_\_\_\_  
Sewer Plan Check Fees = \_\_\_\_\_  
Street Inspection Fees = \_\_\_\_\_  
Sewer Inspection Fees = \_\_\_\_\_

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do  include additional 20% for recordation prior to having signed plans

Above amounts do not  include additional 20% for recordation prior to having signed plans

*Steven H. Ritchey*  
Engineer's Signature

1/24/2023  
Date



Steven H. Ritchey  
Name typed or printed

Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

\*\*\*\*\*PLEASE READ INSTRUCTIONS BELOW\*\*\*\*\*

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.





CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 1/24/23 \_\_\_\_\_

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
1000	L.F.	Remove Chain Link Fence	\$ 2.50	\$ 2,500
	EA.	Remove Barricade	\$ 200.00	\$ -
4,545	TON	Asphalt Concrete - 144 lbs/cu. Ft. (On-Site SF @ AC thickness Ft.)	\$ 90.00	\$ 409,050
3,484	C.Y.	Aggregate Base Class II (OnSite SF @ AB thickness Ft.)	\$ 50.00	\$ 174,200
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (OnSite SF)  apply at 0.05 + 0.03 = 0.08 gal/SY	\$ 600.00	\$ -
4,715	S.F.	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 1.00	\$ 4,715
	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ -
9,410	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	\$ 94,100
	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	\$ -
	L.F.	Type "C" Curb	\$ 10.00	\$ -
1,695	L.F.	Type "D" Curb	\$ 15.00	\$ 25,425
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 10.00	\$ -
2,390	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 23,900
41,575	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 249,450
14,784	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 118,272
12	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ 18,000
	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 8.00	\$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
			Subtotal:	\$ 1,119,612.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 01/24/23 \_\_\_\_\_

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	\$ 275.00	\$ -
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 45.00	\$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 60.00	\$ -
	L.F.	Barricades	\$ 28.00	\$ -
5,125	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$ 10.00	\$ 51,250
	L.F.	Chain Link Fence (6')	\$ 12.00	\$ -
	L.F.	Remove Fence	\$ 4.00	\$ -
5	EA.	Relocate Power Pole	\$ 10,000.00	\$ 50,000
15	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 75,000
	EA.	Street Trees (15 gallon)	\$ 150.00	\$ -
7,690	L.S.	Landscape and Irrigation	\$ 5.00	\$ 38,450
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall (Std. 2')	\$ 5.50	\$ -
	EA.	A.C. Overside Drain	\$ 500.00	\$ -
	EA.	Under Sidewalk Drain Std. 309	\$ 2,000.00	\$ -
	EA.	Flat Outlet Drainage Structure Std. 303	\$ 500.00	\$ -
	EA.	Curb Outlet Drainage Structure Std. 308	\$ 500.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -
6	EA.	"STOP" Pavement Marking	\$ 200.00	\$ 1,200
108	L.F.	Limit Line	\$ 2.00	\$ 216
6	EA.	R1 "STOP SIGN"	\$ 250.00	\$ 1,500
	EA.	W53 "NOT A THROUGH STREET"	\$ 250.00	\$ -
1706	S.F.	Remove Traffic Stripes and Paint Markings	\$ 2.50	\$ 4,265
10	EA.	Street Name Sign	\$ 400.00	\$ 4,000
16	EA.	Install Sign (Strap and Saddle Bracket Method)	\$ 150.00	\$ 2,400
13	EA.	Object Markers - Type "F" Delineators	\$ 60.00	\$ 780
228	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$ 4.00	\$ 912

Subtotal: \$ 229,973.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: TRACT 32850

DATE: 1/24/23

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	\$ 2,500.00	\$ -
	LS	Concrete Inlet Apron	\$ 11,000.00	\$ -
	LS	Emergency Spillway	\$ 27,000.00	\$ -
	LS	84" Storm Drain Grate	\$ 8,500.00	\$ -
	SF	3' Wide V-Gutter	\$ 4.00	\$ -
	LS	Signal & Lighting	\$ 100,000.00	\$ -
26	EA.	Street Trees (15 Gallon)	\$ 140.00	\$ 3,640
1	EA.	Water Meter	\$ 10,000.00	\$ 10,000
1	EA.	Electric Meter	\$ 10,000.00	\$ 10,000

Subtotal: \$ 23,640

A. Subtotal \$ 1,495,675

B. Contingency (15%) \$ 224,351

C. Streets/Drainage Total (A + B) \$ 1,720,026

\*\*\*\*\*

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 1/24/23 \_\_\_\_\_

DRAINAGE IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
20	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 800
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$ 75.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ -
12	L.F.	18" R.C.P.	\$ 60.00	\$ 720
65	L.F.	24" R.C.P.	\$ 70.00	\$ 4,550
29	L.F.	30" R.C.P.	\$ 80.00	\$ 2,320
497	L.F.	36" R.C.P.	\$ 90.00	\$ 44,730
265	L.F.	42" R.C.P.	\$ 100.00	\$ 26,500
437	L.F.	48 " RCP	\$ 110.00	\$ 48,070
	L.F.	54" RCP	\$ 135.00	\$ -
	L.F.	60" RCP	\$ 160.00	\$ -
	L.F.	72" RCP	\$ 200.00	\$ -
	EA.	H.D.P.E. Clean Out	\$ 400.00	\$ -
	EA.	Drain Basin	\$ 400.00	\$ -
	EA.	Curb Outlet	\$ 3,000.00	\$ -
	EA.	Fossil Filters	\$ 500.00	\$ -
	EA.	18" C.M.P. Wye	\$ 500.00	\$ -
	EA.	Riprap Headwall	\$ 1,000.00	\$ -
2	EA.	Concrete Collar	\$ 250.00	\$ 500
	EA.	Outlet Structure	\$ 10,000.00	\$ -
Subtotal:			\$	128,190.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 1/24/23 \_\_\_\_\_

DRAINAGE IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Catch Basin W = 4'	\$ 1,700.00	\$ -
	EA.	Catch Basin W = 7'	\$ 3,000.00	\$ -
	EA.	Catch Basin W = 10'	\$ 4,000.00	\$ -
1	EA.	Catch Basin W = 14'	\$ 5,500.00	\$ 5,500
2	EA.	Catch Basin W = 22'	\$ 9,000.00	\$ 18,000
	EA.	Type IX Inlet	\$ 2,500.00	\$ -
	EA.	Type X Inlet	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 1	\$ 3,000.00	\$ -
	EA.	Junction Structure No. 2	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 6	\$ 3,700.00	\$ -
	EA.	Transition Structure No. 1	\$ 2,000.00	\$ -
	EA.	Transition Structure No. 3	\$ 2,700.00	\$ -
	EA.	Manhole No. 1	\$ 2,700.00	\$ -
3	EA.	Manhole No. 2	\$ 3,300.00	\$ 9,900
	EA.	Manhole No. 3	\$ 2,700.00	\$ -
1	EA.	Manhole No. 4	\$ 5,000.00	\$ 5,000
	EA.	Adjust Water Valve (if no water plan)	\$ 150.00	\$ -
	EA.	Adjust MH to grade (if no sewer plan)	\$ 400.00	\$ -
1	EA.	Headwall with Railing	\$ 15,000.00	\$ 15,000
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$ 10,000.00	\$ -
	L.F.	Concrete Bulkhead	\$ 25.00	\$ -
	EA.	Outlet Structure (Line A & B)	\$ 5,000.00	\$ -
2	EA.	Local Depression per RCTD Std 311 Case B	\$ 1,200.00	\$ 2,400
2	EA.	Local Depression per RCTD Std 311 Case C	\$ 1,500.00	\$ 3,000
1	EA.	Catch Basin W = 35'	\$ 16,000.00	\$ 16,000
1	EA.	Energy Dissipator (SPPWC Std. 384-3)	\$ 15,000.00	\$ 15,000
4	EA.	Catch Basin Connection	\$ 4,000.00	\$ 16,000
2	EA.	2 Sack Cement Slurry Protection	\$ 500.00	\$ 1,000
1	EA.	Grated Inlet Catch Basin W = 12'	\$ 16,000.00	\$ 16,000

Subtotal: \$ 122,800

A. Subtotal \$ 250,990

B. Contingency (15%) \$ 37,649

C. Streets/Drainage Total (A + B) \$ 288,639

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CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 1/24/23 \_\_\_\_\_

<b>SEWER IMPROVEMENTS</b>
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Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
3,427	L.F.	4" P.V.C. (Length to R/W & 5' for cleanout)	\$ 15.00	\$ 51,405
	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
4,253	L.F.	8" V.C.P.	\$ 30.00	\$ 127,590
	L.F.	10" V.C.P.	\$ 35.00	\$ -
	L.F.	12" V.C.P.	\$ 40.00	\$ -
	L.F.	15" V.C.P.	\$ 50.00	\$ -
17	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ 42,500
	EA.	Drop Manholes	\$ 4,000.00	\$ -
	EA.	Cleanouts	\$ 500.00	\$ -
	EA.	Sewer Y's	\$ 25.00	\$ -
	EA.	Chimneys	\$ 400.00	\$ -
17	EA.	Adjust M.H. to grade	\$ 500.00	\$ 8,500
	L.F.	Concrete Encasement	\$ 35.00	\$ -
	EA.	4" P.V.C. Misc. Fittings	\$ 120.00	\$ -
	L.F.	Sewer Pipe Sleeving	\$ 36.00	\$ -
	L.S.	Sewer Lift Station	\$ -	\$ -
41	EA.	Backflow prevention device	\$ 250.00	\$ 10,250
1	EA.	Join Existing Manhole (C&G/Sidewalk/Trench Rpr)	\$ 12,500.00	\$ 12,500
				\$ -

A.	Subtotal	\$ 252,745
B.	Contingency (15% x A)	\$ 37,912
C.	Sewer Total (A + B)	\$ 290,657

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RECORDING REQUESTED BY: CITY CLERK    WHEN RECORDED RETURN TO:  City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	          SPACE ABOVE THIS LINE FOR RECORDER'S USE
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**CITY OF BEAUMONT  
SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT or PARCEL NO. \_\_\_\_\_**

DATE OF AGREEMENT: _____		
NAME OF SUBDIVIDER: _____		
(hereinafter referred to as "Subdivider").		
NAME/NUMBER OF DEVELOPMENT: _____ subdivision consisting of _____ residential lots, _____, originally approved on _____, and Tentative Tract/Parcel _____ ("Tract/Parcel" or "Tentative Tract/Parcel Map"), originally approved on: _____.		
FINAL TRACT/PARCEL MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER _____ ("Final Tract Map/Final Parcel Map").		
PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").		
EST. TOTAL COST OF PUBLIC IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF PRIVATE IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF MONUMENTATION: \$ _____ (see Exhibit "B")
Lien Contract Recording Information: _____		
LETTER OF CREDIT NUMBERS: _____		
FINANCIAL INSTITUTION: _____		

**THIS SUBDIVISION IMPROVEMENT AGREEMENT** (“Agreement”) is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as “City”), and \_\_\_\_\_, (hereinafter referred to as “Subdivider”). City and Subdivider are sometimes referred to hereinafter individually as a “Party”, and collectively as the “Parties”.

#### RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit “A” attached hereto and incorporated and made part of this Agreement by this reference (the “Property”).

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the “Plans”) for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works (“City Engineer”). The City has adopted standards (hereinafter “Standards”) for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit “B” and incorporated and made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit “B”.



G. For the purposes of this Agreement, the term “Public Improvements” means all those improvements within the Tract/Parcel intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit “B”.

**NOW, THEREFORE**, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

**1. Subdivider’s Obligation to Construct Improvements.**

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit “B” (hereinafter collectively the “Improvements”) within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all rights-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider’s obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

**2. Improvement Securities.**

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) \_\_\_\_\_ and 75/100 DOLLARS (\$XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) \_\_\_\_\_ and 75/100 DOLLARS (\$XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) \_\_\_\_\_ and 00/100 DOLLARS (\$ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) \_\_\_\_\_ and 00/100 Dollars (\$X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

**3. Alterations to Improvement Plans; Modification of City Standards.**

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If

Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

**4. Modification of Drainage Plan.** Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

**5. Reserved.**

**6. Inspections; Final Acceptance and Certification of Improvements.**

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

- (c) Subdivider shall bear all costs of inspection and certification of the Improvements.

**7. Release of Improvement Securities.**

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred-percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

**8. Injury to Public Improvements, Public Property or Public Utilities Facilities.**

Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

**9. Permits.** Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

**10. Notice of Breach/Default of Subdivider.**

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely

cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically

recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

**11. Warranty.**

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.



(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

**12. Subdivider Not Agent of City.** Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

**13. Injury to Improvement Work; Risk of Loss.** Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

**14. Other Agreements.** Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

**15. Subdivider's Obligation to Warn Public During Construction.** Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

**16. Vesting of Ownership.** Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

**17. Indemnity/Hold Harmless.**

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this

Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

**18. Sale or Disposition of Subdivision; Assignment.**

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any

other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

**19. Time of the Essence.** Time is of the essence in this Agreement.

**20. Time for Completion of Improvements; Extensions.**

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by Beaumont Municipal Code Section 16.56.030. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion

of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

**21. Notice.** All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223	Attn:
City Manager		
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262	
Notice to Subdivider:	Mozafar Behzad, Hamid and Rozita Roknian 805 E. Sunset Drive Redlands, CA 92373	

**22. Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

**23. Captions.** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

**24. Insurance.**

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor or subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating: Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can

be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**25. Attorneys' Fees.** In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

**26. Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

**27. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

**28. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

**29. Runs with the Land; Recordation.**

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

**30. Authority of Executing Parties.** Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed by the Parties hereto on the date above first written.


**Subdivider:**

**City:**

**CITY OF BEAUMONT**  
a Municipal Corporation

By:   
MOZAFAR BEHZAD

By: \_\_\_\_\_  
City Manager

By:   
HAMID ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN  
AND ROZITA ROKNIAN 2001 REVOCABLE TRUST

By:   
ROZITA ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN  
AND ROZITA ROKNIAN 2001 REVOCABLE TRUST



ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

John Pinkney, City Attorney

APPROVED AS TO CONTENT:

---

Jeff Hart, Dir. Of Engineering/Public

Works

Attachments: Exhibit A      Legal description of Property  
                  Exhibit B      Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

**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 Los Angeles

On 11.08.22 before me, Circe Alonso, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Hamid Rokhian and Rozita Rokhian  
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: City of Beaumont Subdivision Improvement Agreement  
Document Date: 11/01/22 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: \_\_\_\_\_

**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 Bernardino }

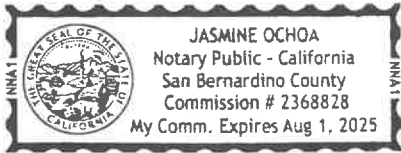
On 10/31/22 before me, Jasmine Ochoa, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Mozafar Behrad  
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.



Place Notary Seal and/or Stamp Above

Signature Jasmine Ochoa  
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: City of Beaumont Sub. Agreement

Document Date: 10/31/22 Number of Pages: 19

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: \_\_\_\_\_



EXHIBIT A

LEGAL DESCRIPTION

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

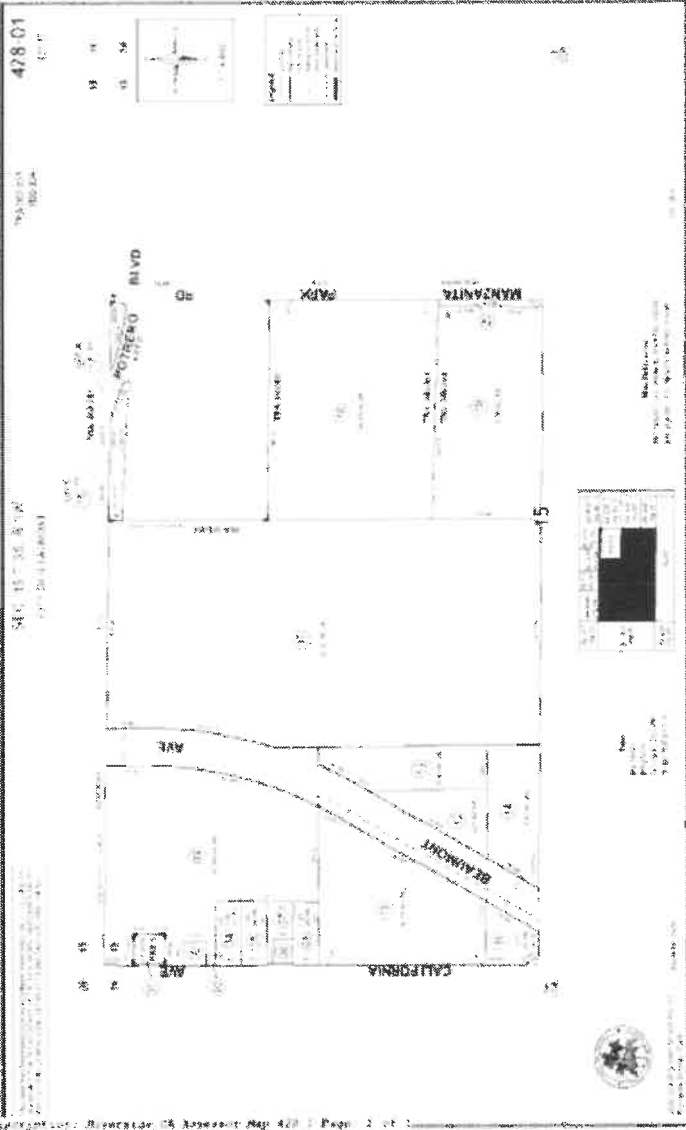
THE SOUTHERLY 50 ACRES OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 15, 3 SOUTH, 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE SOUTHERLY 20 ACRES THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER; THENCE NORTH 0° 24' 30" WEST ON THE WEST LINE THEREOF, 660.98 FEET; THENCE SOUTH 89° 44' EAST, 1318.42 FEET TO THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST ONE-QUARTER; THENCE SOUTH 0° 21' 30" EAST OF SAID EAST LINE, 660.98 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 89° 44' WEST, 1317.84 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE EASTERLY 30 FEET OF SAID LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED FEBRUARY 5, 1969 AS INSTRUMENT NO. 11660.

APN: 428-010-018



RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO

City of Beaumont  
Attention: City Clerk  
550 East 6th Street  
Beaumont, CA 92223

Ref.#: 14-1962  
File#: 3071  
Sewer  
Improvements

Space Above This Line for Recorder's Use  
(Exempt from Recording Fee per  
Gov't Code §6103 and §27383)

**LIEN CONTRACT  
AND DEED OF TRUST**

(Lien Contract as Security; Gov. Code Section 66499(a)(4))

THIS LIEN CONTRACT AND DEED OF TRUST ("Lien Contract") is entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF BEAUMONT, CALIFORNIA, a municipal corporation of the State of California ("City") and MOZAFAR BEHZAD AND HAMID ROKNIAN AND ROZITA ROKNIAN, AS TRUSTEES OF THE HAMID ROKNIAN AND ROZITA ROKNIAN 2001 REVOCABLE TRUST (collectively "Owner").

RECITALS

A. Owner is the owner in fee of that certain unimproved real property located in the State of California, County of Riverside, City of Beaumont, more particularly described in the legal description attached hereto as EXHIBIT "A" and incorporated herein by this reference (the "Property").

B. A final subdivision map of Tentative Tract Map No. 32850 ("Final Map" and "Tract," respectively) for the Property was approved by the City Council of the City of Beaumont ("City Council") on or about \_\_\_\_\_, and subsequently filed with the Official Records of the Riverside County Recorder on \_\_\_\_\_, in Book \_\_\_ pages \_\_\_\_\_ of said county;  
EXHIBIT A EXHIBIT A

C. The Owner executed that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 2022 (the "Subdivision Improvement Agreement"), to complete certain tasks and construct certain on-site and off-site improvements as required by the Final Map and other entitlements applicable to the Property (collectively, the "Development Obligation(s)").

E. City is authorized to accept the security proposed by Owner, known as a lien contract, under the provisions of Government Code Section 66499(a)(4), Beaumont Municipal Code Chapter 16.56, and that certain SETTLEMENT, WAIVER AND RELEASE AGREEMENT between the parties dated November 17, 2020 (“Settlement Agreement”).

F. In accordance with Government Code Section 66499(a)(4), the Settlement Agreement and Beaumont Municipal Code Chapter 16.56 the City made the requisite findings and determinations to authorize the Owner to use this Lien Contract, and the secured interest in the Property perfected thereby, to serve as temporary security for the performance and completion of the Development Obligation(s) required pursuant to the Final Map and Subdivision Improvement Agreement, as more particularly described in this Lien Contract.

**NOW, THEREFORE**, for good and valuable consideration, including the obligations herein and the trust herein created, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owner’s Performance.

a. Owner hereby grants to the City, in accordance with the terms and conditions of this Lien Contract, a lien upon the Property as security for the following obligations of Owner (subject only to the senior deed of trust encumbering the property in the amount of Two Hundred and Seventy Five Thousand Dollars (\$275,000.00) recorded on September 4, 2013 as Instrument number 2013-0432428 (“Deed of Trust”)):

(1) Construction of the improvements (“Improvements”) specified in the Subdivision Improvement Agreement, in the estimated amount and for the purposes specified therein; provided, however, that Owner’s obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth therein; and

(2) Payment of the fees or services (“Fees”) required by the City in the amount required as a condition of approval of the Final Map.

(3) All of the Developer Obligations and the obligations of Owner under this Lien Contract and under the Subdivision Improvement Agreement (“Obligations”).

This lien secures said Improvements, Fees and Obligations (collectively, the “Secured Obligations”).

b. if Owner conveys the Property to a third party (or any other grantee) Owner and the grantee shall cause the reconveyance of the Deed of Trust and recordation of payment and performance bonds in form and amounts acceptable to City for 100% of the total estimated cost of the improvements required as conditions of the Final Tract Map and pursuant to Beaumont Municipal Code Chapter 16.56 - SECURITY FOR IMPROVEMENTS (“Suitable Future Bonds”).

c. the Lien Contract shall be replaced with Suitable Future Bonds as required above in subsection (b) upon a change in ownership of the Property as determined in accordance with the Revenue and Taxation Code, upon the foreclosure or recordation of a deed in lieu of foreclosure with respect to the Deed of Trust or prior to and as a condition of the issuance of any building permit or grading permit applicable to the Property. When the Property is conveyed to the third party and if the Lien Contract is required to be replaced with Suitable Future Bonds, they shall be issued within sixty (60) days after notice from the City provided that if such bonds are not so issued, the Final Tract Map shall automatically terminate and be of no further force or effect.

d. Owner also agrees to provide the Suitable Future Bonds in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Improvement as of the time of the substitution of security, as ascertained by the City.

e. Prior to obtaining any type of permit, including a grading or building permit, or commencing the installation and construction of any portion of the Improvements required by the Subdivision Improvement Agreement, whichever occurs first, Owner shall deposit fees for inspections, tests and other related purposes.

f. Owner's failure to replace this Lien Contract with the Suitable Future Bonds in violation of this Lien Contract shall be an event of default and shall entitle the City to any and all rights and remedies available to City at law or in equity.

2. Instrument Serves as Duly Acknowledged and Perfected DEED OF TRUST.

For the purpose of securing payment and performance of the Secured Obligations, Owner (as "Trustor") hereby irrevocably and unconditionally grants, conveys, transfers and assigns to First American Title Company ("Trustee"), as trustee, in trust, WITH POWER OF SALE TOGETHER WITH THE RIGHT OF ENTRY AND POSSESSION, for the benefit and security of the City (as "beneficiary"), all present and future rights, titles, interests, estates, powers and privileges that Owner now has or may hereafter acquire in or to the Property; and said POWER OF SALE TOGETHER WITH RIGHT OF ENTRY AND POSSESSION expressly includes the power of sale of the real property, and all buildings and improvements thereon or that may be erected upon or made thereto, together with all hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reservations, remainders, rents, issues, and profits thereof. Owner expressly intends that this Lien Contract create a secured interest in the Property for the benefit of City for the payment and performance obligations secured as identified herein, and this Lien Contract serves as a deed of trust under California law for purposes of creating and perfecting a secured interest in the Property as set forth herein.

3. City's Performance.

Following the City's approval and receipt of the Suitable Future Bonds submitted by Owner pursuant to Paragraph 1 above and receipt of applicable Fees, the City shall release the Property from the provisions of this Lien Contract, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.



4. Effect of Lien Contract.

a. From the date of recordation of this Lien Contract, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to secure and discharge all obligations contained in this Lien Contract and Subdivision Improvement Agreement, and any Fees.

b. Unless written consent of the City is obtained, the Owner shall not convey, lien or encumber any portion of or interest in the Property covered by this Lien Contract until Suitable Future Bonds (or some other form of alternative security acceptable to the City) has been provided and this Lien Contract has been released.

c. So long as this Lien Contract is utilized for security as described herein, offers of dedication for street purposes on the Property will not be accepted by the City.

d. The City shall not have an obligation to subordinate its rights hereunder to any lender or encumbrancer unless substitute security in the form of the Suitable Future Bonds (or some other form of alternative security acceptable to the City) is secured by Owner.

5. Events of Default. Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

a. Failure by Owner to deposit fees for inspections, tests and other specific purposes or to substitute Suitable Future Bonds or other forms of security satisfactory to the City within the time allotted and as prescribed by this Lien Contract.

b. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security, including, without limitation, Suitable Future Bonds, with the City in place of this Lien Contract.

c. The appointment, pursuant to an order of a court of competent jurisdiction, of a trustee, receiver or liquidator of the Property or any part thereof, or of Owner.

d. The filing by Owner of a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Federal Bankruptcy Code or any similar law, federal or state, or the adjudication of Owner as a bankrupt or as insolvent by a decree of a court of competent jurisdiction, or the making of an assignment for the benefit of creditors, or the admission by Owner in writing of its inability to pay its debts generally as they become due, or the giving of consent by Owner to the appointment of a receiver or receivers of all or any part of its property, including the Property.

e. The filing by any of the creditors of Owner or the reorganization of Owner pursuant to the Federal Bankruptcy Code or any similar law, federal or state and the same is not discharged within ninety (90) days after the date of filing thereof.

f. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within (60) days.

g. Sale of any lot or lots shown on the Final Map prior to release of the lien created by this Lien Contract, except as provided in Paragraph 4(b) above.

h. Failure of Owner to pay the Fees described in Paragraph 1(a)(2) above, at the time required.

i. Breach by Owner of any other term or condition of this Lien Contract, or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

j. Failure to pay prior to delinquency any taxes, assessments, fees or other amounts the payment of which are secured by a lien against part or all of the Property.

k. Failure of Owner to maintain liability insurance in the amount of at least \$2,000,000.00 per occurrence and in the aggregate on the Property naming the City as an additional insured.

l. The occurrence of any waste, violation of an ordinance, violation of a condition of approval or nuisance on the Property which is not cured by Owner within thirty (30) days following written notice from the City.

m. The breach or violation of any other subdivision improvement agreement, or lien contract between the City and Owner beyond any applicable notice and cure period.

All references to Owner in this Paragraph 5 shall be deemed to include Owner's successors, assignees and transferees.

6. City's Remedies. Upon the occurrence of any of the events described in Paragraph 5. above, the City may, at its option, declare all obligations, amounts and indebtedness secured hereby immediately due and payable without any presentment, demand, protest, or notice, and take one or more of the actions below:

a. Pursue any or all of the remedies provided in the Subdivision Improvement Agreement;

b. Commence and maintain an action or actions to foreclose this lien by appropriate action in court or as provided by law for the non-judicial foreclosure of mortgages or deeds of trust under power of sale pursuant to California Civil Code Sections 2924, 2924(b) and 2924(c), and Owner agrees that the amount of said lien shall include attorneys' fees as provided in Paragraph 7(b) below. CITY will deposit with TRUSTEE this Lien Contract, certified copies of the Subdivision Improvement Agreement, and any receipts and evidence of expenditures made and secured as TRUSTEE may require. If notice of default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, TRUSTEE, without demand on OWNER, will, after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as TRUSTEE determines, and in any order that it may determine, at public auction to the highest bidder. TRUSTEE may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding

postponement, and without further notice make the sale at the time fixed by the last postponement; or TRUSTEE may, in its discretion, give a new notice of sale. CITY may rescind any notice of default at any time before TRUSTEE's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of obligations affected by any prior declaration or notice of default. The exercise by CITY of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of CITY to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the Lien Contract, the Subdivision Improvement Agreement, or any of the rights, obligations, or remedies of CITY or TRUSTEE. After sale, TRUSTEE will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any Person, including Owner, TRUSTEE, or CITY, may purchase at that sale. If allowed by law, CITY, if it is the purchaser, may turn in the Lien Contract at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment if the amount owing exceeds the purchase price). TRUSTEE, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Property sold, which will convey to the purchaser all the title and interest of Owner in the Property and will apply the proceeds of the sale in payment first, of the expenses of the sale together with the expenses of the trustee, including, without limitation, attorney fees, that will become due on any default made by OWNER, and also any sums that TRUSTEE or CITY have paid for procuring a search of the title to the Property subsequent to the execution of this Lien Contract; and second, of the Secured Obligations then remaining unpaid. TRUSTEE will pay the balance or surplus of the proceeds of sale, if any, to OWNER and its successors or assigns as its interests may appear;

c. Commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Owner hereunder, and Owner agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Owner waives the defense of laches and any applicable statute of limitations;

d. Estimate the cost of the work required to complete the Improvements, which estimate shall be deemed a debt and obligation in a liquidated sum of Owner, and judicially or non-judicially foreclose said lien in said amount; and

e. Pursue any other remedy, legal or equitable including but not limited to those for the foreclosure of a lien, and Owner, and any of its successors, assignees and transferees, shall pay reasonable attorneys' fees as a cost in said proceedings.

## 7. General Provisions.

a. Recordation. This Lien Contract shall be recorded by the City with the Recorder's Office of the County of Riverside immediately following execution of this Lien Contract by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property,

pursuant to Government Code Section 66436(a), acknowledging subordination of their interests to this Lien Contract.

b. Attorneys' Fees. The City shall be entitled to reasonable attorneys' fees, paralegal fees, and other charges, expenses and costs incurred in enforcing its rights under this Lien Contract.

c. Contingency. This Lien Contract shall not take effect until it has been approved by the City in accordance with law and recorded.

d. Entire Agreement. This Lien Contract together with all attachments and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

e. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Contract and the intentions of the parties.

f. Governing Law. This Lien Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California without regard to conflict of law principles.

g. Headings. Except when their terms and conditions are substantive to this Lien Contract, the captions and section headings used in this Lien Contract are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

h. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Contract shall be valid unless the same is in writing and signed by all parties.

i. No Other Inducement. The making, execution and delivery of this Lien Contract by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

j. Severability. If any term, provision, covenant or condition of this Lien Contract is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Contract shall not be affected thereby, and each term, provision, covenant or condition of this Lien Contract shall be valid, and enforceable to the fullest extent permitted by law

k. Indemnity. If the City or the Trustee is made a party to or is threatened with any litigation concerning this Lien Contract, the Subdivision Improvement Agreement, or the Property, or any part thereof or interest therein, or the actions or omissions of Owner on the Property, then Owner shall indemnify, defend and hold harmless the City and the Trustee (and their respective officials, officers, directors, employees, contractors, accountants, attorneys, and agents) for, from and against all liability by reason of said threat and/or litigation, including reasonable attorneys' fees and expenses incurred by the City as a result of any such threat and/or litigation, whether or not any such threat and/or litigation is prosecuted to judgment; provided, however, that the

indemnification to be provided by Owner to the City pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, or action, is the result of the sole negligence or sole willful misconduct of the City. The City or the Trustee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach of the foregoing obligation by Owner, Owner shall pay the City and the Trustee reasonable attorneys' fees and expenses incurred by the City or the Trustee, whether or not an action is actually commenced against Owner or Trustee by reason of its breach.

1. Execution in Counterparts. This Lien Contract may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

[signatures on next page]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year first written above.

“CITY”  
CITY OF BEAUMONT,  
a municipal corporation of the State of California

\_\_\_\_\_  
Elizabeth Gibbs, City Manager

ATTEST:

\_\_\_\_\_  
, City Clerk, City of Beaumont

APPROVED AS TO FORM:

\_\_\_\_\_  
John Pinkney, City Attorney, City of Beaumont

OWNER

By:   
\_\_\_\_\_  
MOZAFAR BEHZAD

By:   
\_\_\_\_\_  
HAMID ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN AND ROZITA ROKNIAN  
2001 REVOCABLE TRUST

By:   
\_\_\_\_\_  
ROZITA ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN AND ROZITA ROKNIAN  
2001 REVOCABLE TRUST

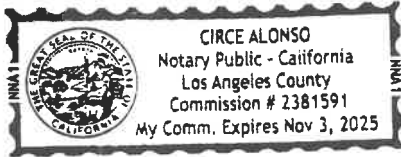
**CALIFORNIA ACKNOWLEDGMENT**

**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 Los Angeles }  
On 11.03.22 before me, Circe Alonso, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Hamid Roknian and Rozita Roknian  
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 Circe Alonso  
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: Lien Contract and Deed of Trust

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 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 Bernardino )  
~~RIVERSIDE~~

On 11/2/2022 before me, Jasmine Ochoa, Notary Public, personally appeared Mozafar Benzad, 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.



Jasmine Ochoa  
Name: Jasmine Ochoa  
Notary Public



EXHIBIT A

LEGAL DESCRIPTION

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

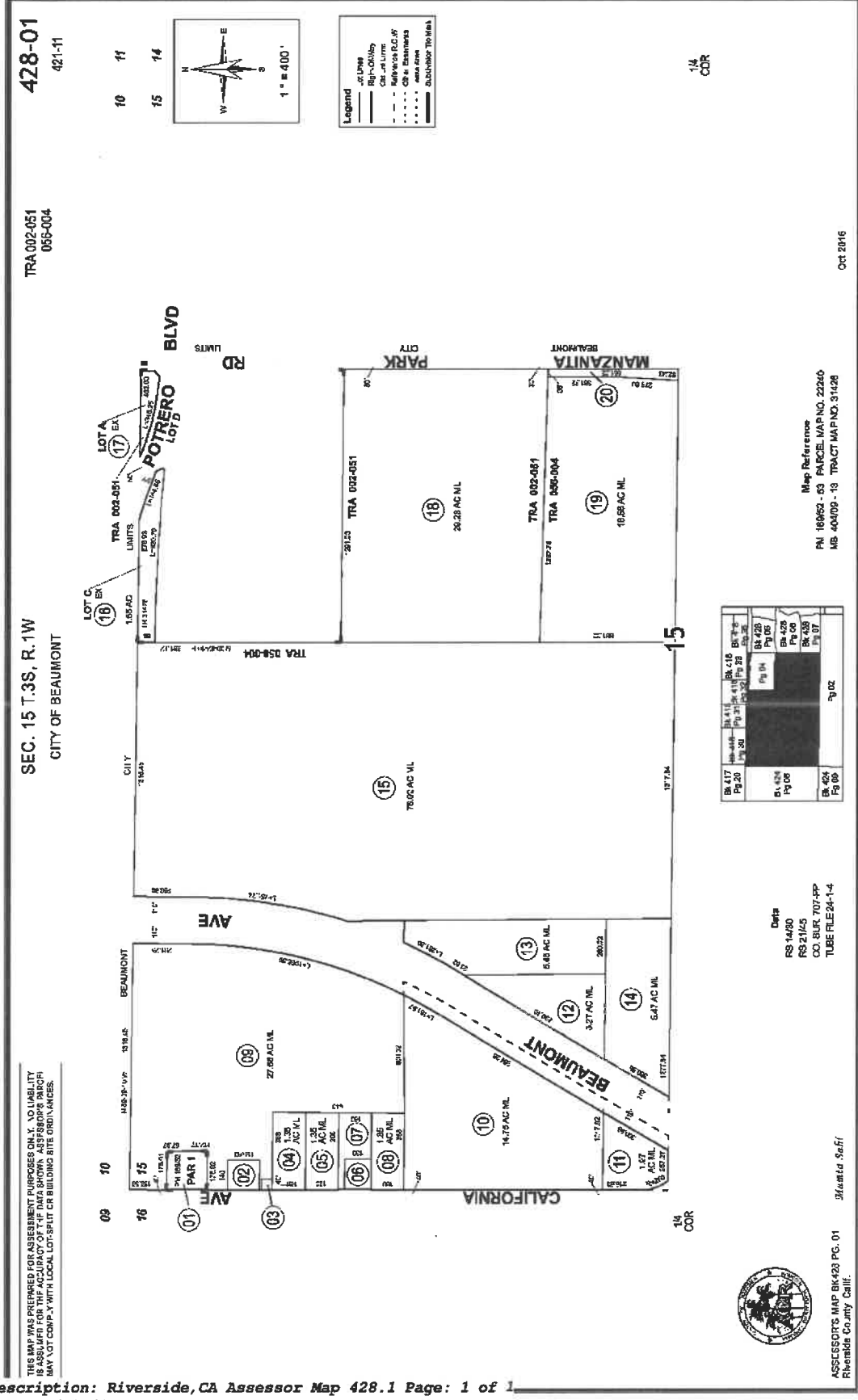
THE SOUTHERLY 50 ACRES OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 15,  
3 SOUTH, 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE SOUTHERLY 20 ACRES THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER; THENCE NORTH 0° 24'  
30" WEST ON THE WEST LINE THEREOF, 660.98 FEET; THENCE SOUTH 89° 44' EAST, 1318.42 FEET TO  
THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST ONE-QUARTER; THENCE SOUTH 0° 21' 30" EAST  
OF SAID EAST LINE, 660.98 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 89°  
44' WEST, 1317.84 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE EASTERLY 30 FEET OF SAID LAND CONVEYED TO THE COUNTY OF  
RIVERSIDE BY DEED RECORDED FEBRUARY 5, 1969 AS INSTRUMENT NO. 11660.

APN: 428-010-018



CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: TRACT 32850  
DATE: 01/24/23

PP, CUP NO.: \_\_\_\_\_ BY: Land Engineering Consultants, Inc.

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY ( of Estimated Construction Costs)	100%

Streets	\$ 1,720,026.25
Drainage	\$ 288,638.50
Sewer	\$ 290,656.75
Total	\$ 2,299,321.50
Warranty Retention (10%)	\$ 229,932.15

Street/Drainage Plan Check Fees = \_\_\_\_\_  
Sewer Plan Check Fees = \_\_\_\_\_  
Street Inspection Fees = \_\_\_\_\_  
Sewer Inspection Fees = \_\_\_\_\_

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do  include additional 20% for recordation prior to having signed plans

Above amounts do not  include additional 20% for recordation prior to having signed plans

*Steven H. Ritchey*  
Engineer's Signature

1/24/2023  
Date



Steven H. Ritchey  
Name typed or printed

Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

\*\*\*\*\*PLEASE READ INSTRUCTIONS BELOW\*\*\*\*\*

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.



CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 1/24/23 \_\_\_\_\_

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
1000	L.F.	Remove Chain Link Fence	\$ 2.50	\$ 2,500
	EA.	Remove Barricade	\$ 200.00	\$ -
4,545	TON	Asphalt Concrete - 144 lbs/cu. Ft. (On-Site SF @ AC thickness Ft.)	\$ 90.00	\$ 409,050
3,484	C.Y.	Aggregate Base Class II (OnSite SF @ AB thickness Ft.)	\$ 50.00	\$ 174,200
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (OnSite SF)  apply at 0.05 + 0.03 = 0.08 gal/SY	\$ 600.00	\$ -
4,715	S.F.	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 1.00	\$ 4,715
	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ -
9,410	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	\$ 94,100
	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	\$ -
	L.F.	Type "C" Curb	\$ 10.00	\$ -
1,695	L.F.	Type "D" Curb	\$ 15.00	\$ 25,425
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 10.00	\$ -
2,390	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 23,900
41,575	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 249,450
14,784	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 118,272
12	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ 18,000
	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 8.00	\$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
			Subtotal:	\$ 1,119,612.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 01/24/23 \_\_\_\_\_

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	\$ 275.00	\$ -
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 45.00	\$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 60.00	\$ -
	L.F.	Barricades	\$ 28.00	\$ -
5,125	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$ 10.00	\$ 51,250
	L.F.	Chain Link Fence (6')	\$ 12.00	\$ -
	L.F.	Remove Fence	\$ 4.00	\$ -
5	EA.	Relocate Power Pole	\$ 10,000.00	\$ 50,000
15	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 75,000
	EA.	Street Trees (15 gallon)	\$ 150.00	\$ -
7,690	L.S.	Landscape and Irrigation	\$ 5.00	\$ 38,450
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall (Std. 2')	\$ 5.50	\$ -
	EA.	A.C. Overside Drain	\$ 500.00	\$ -
	EA.	Under Sidewalk Drain Std. 309	\$ 2,000.00	\$ -
	EA.	Flat Outlet Drainage Structure Std. 303	\$ 500.00	\$ -
	EA.	Curb Outlet Drainage Structure Std. 308	\$ 500.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -
6	EA.	"STOP" Pavement Marking	\$ 200.00	\$ 1,200
108	L.F.	Limit Line	\$ 2.00	\$ 216
6	EA.	R1 "STOP SIGN"	\$ 250.00	\$ 1,500
	EA.	W53 "NOT A THROUGH STREET"	\$ 250.00	\$ -
1706	S.F.	Remove Traffic Stripes and Paint Markings	\$ 2.50	\$ 4,265
10	EA.	Street Name Sign	\$ 400.00	\$ 4,000
16	EA.	Install Sign (Strap and Saddle Bracket Method)	\$ 150.00	\$ 2,400
13	EA.	Object Markers - Type "F" Delineators	\$ 60.00	\$ 780
228	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$ 4.00	\$ 912
			Subtotal:	\$ 229,973.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: TRACT 32850

DATE: 1/24/23

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	\$ 2,500.00	\$ -
	LS	Concrete Inlet Apron	\$ 11,000.00	\$ -
	LS	Emergency Spillway	\$ 27,000.00	\$ -
	LS	84" Storm Drain Grate	\$ 8,500.00	\$ -
	SF	3' Wide V-Gutter	\$ 4.00	\$ -
	LS	Signal & Lighting	\$ 100,000.00	\$ -
26	EA.	Street Trees (15 Gallon)	\$ 140.00	\$ 3,640
1	EA.	Water Meter	\$ 10,000.00	\$ 10,000
1	EA.	Electric Meter	\$ 10,000.00	\$ 10,000

Subtotal: \$ 23,640

A. Subtotal \$ 1,495,675

B. Contingency (15%) \$ 224,351

C. Streets/Drainage Total (A + B) \$ 1,720,026

\*\*\*\*\*

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 1/24/23 \_\_\_\_\_

DRAINAGE IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
20	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 800
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$ 75.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ -
12	L.F.	18" R.C.P.	\$ 60.00	\$ 720
65	L.F.	24" R.C.P.	\$ 70.00	\$ 4,550
29	L.F.	30" R.C.P.	\$ 80.00	\$ 2,320
497	L.F.	36" R.C.P.	\$ 90.00	\$ 44,730
265	L.F.	42" R.C.P.	\$ 100.00	\$ 26,500
437	L.F.	48 " RCP	\$ 110.00	\$ 48,070
	L.F.	54" RCP	\$ 135.00	\$ -
	L.F.	60" RCP	\$ 160.00	\$ -
	L.F.	72" RCP	\$ 200.00	\$ -
	EA.	H.D.P.E. Clean Out	\$ 400.00	\$ -
	EA.	Drain Basin	\$ 400.00	\$ -
	EA.	Curb Outlet	\$ 3,000.00	\$ -
	EA.	Fossil Filters	\$ 500.00	\$ -
	EA.	18" C.M.P. Wye	\$ 500.00	\$ -
	EA.	Riprap Headwall	\$ 1,000.00	\$ -
2	EA.	Concrete Collar	\$ 250.00	\$ 500
	EA.	Outlet Structure	\$ 10,000.00	\$ -
Subtotal:			\$	128,190.00



CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 1/24/23 \_\_\_\_\_

DRAINAGE IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Catch Basin W = 4'	\$ 1,700.00	\$ -
	EA.	Catch Basin W = 7'	\$ 3,000.00	\$ -
	EA.	Catch Basin W = 10'	\$ 4,000.00	\$ -
1	EA.	Catch Basin W = 14'	\$ 5,500.00	\$ 5,500
2	EA.	Catch Basin W = 22'	\$ 9,000.00	\$ 18,000
	EA.	Type IX Inlet	\$ 2,500.00	\$ -
	EA.	Type X Inlet	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 1	\$ 3,000.00	\$ -
	EA.	Junction Structure No. 2	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 6	\$ 3,700.00	\$ -
	EA.	Transition Structure No. 1	\$ 2,000.00	\$ -
	EA.	Transition Structure No. 3	\$ 2,700.00	\$ -
	EA.	Manhole No. 1	\$ 2,700.00	\$ -
3	EA.	Manhole No. 2	\$ 3,300.00	\$ 9,900
	EA.	Manhole No. 3	\$ 2,700.00	\$ -
1	EA.	Manhole No. 4	\$ 5,000.00	\$ 5,000
	EA.	Adjust Water Valve (if no water plan)	\$ 150.00	\$ -
	EA.	Adjust MH to grade (if no sewer plan)	\$ 400.00	\$ -
1	EA.	Headwall with Railing	\$ 15,000.00	\$ 15,000
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$ 10,000.00	\$ -
	L.F.	Concrete Bulkhead	\$ 25.00	\$ -
	EA.	Outlet Structure (Line A & B)	\$ 5,000.00	\$ -
2	EA.	Local Depression per RCTD Std 311 Case B	\$ 1,200.00	\$ 2,400
2	EA.	Local Depression per RCTD Std 311 Case C	\$ 1,500.00	\$ 3,000
1	EA.	Catch Basin W = 35'	\$ 16,000.00	\$ 16,000
1	EA.	Energy Dissipator (SPPWC Std. 384-3)	\$ 15,000.00	\$ 15,000
4	EA.	Catch Basin Connection	\$ 4,000.00	\$ 16,000
2	EA.	2 Sack Cement Slurry Protection	\$ 500.00	\$ 1,000
1	EA.	Grated Inlet Catch Basin W = 12'	\$ 16,000.00	\$ 16,000

Subtotal: \$ 122,800

A. Subtotal \$ 250,990

B. Contingency (15%) \$ 37,649

C. Streets/Drainage Total (A + B) \$ 288,639

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CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 1/24/23 \_\_\_\_\_

<b>SEWER IMPROVEMENTS</b>
---------------------------

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
3,427	L.F.	4" P.V.C. (Length to R/W & 5' for cleanout)	\$ 15.00	\$ 51,405
	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
4,253	L.F.	8" V.C.P.	\$ 30.00	\$ 127,590
	L.F.	10" V.C.P.	\$ 35.00	\$ -
	L.F.	12" V.C.P.	\$ 40.00	\$ -
	L.F.	15" V.C.P.	\$ 50.00	\$ -
17	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ 42,500
	EA.	Drop Manholes	\$ 4,000.00	\$ -
	EA.	Cleanouts	\$ 500.00	\$ -
	EA.	Sewer Y's	\$ 25.00	\$ -
	EA.	Chimneys	\$ 400.00	\$ -
17	EA.	Adjust M.H. to grade	\$ 500.00	\$ 8,500
	L.F.	Concrete Encasement	\$ 35.00	\$ -
	EA.	4" P.V.C. Misc. Fittings	\$ 120.00	\$ -
	L.F.	Sewer Pipe Sleeving	\$ 36.00	\$ -
	L.S.	Sewer Lift Station	\$ -	\$ -
41	EA.	Backflow prevention device	\$ 250.00	\$ 10,250
1	EA.	Join Existing Manhole (C&G/Sidewalk/Trench Rpr)	\$ 12,500.00	\$ 12,500
				\$ -

A.	Subtotal	\$ 252,745
B.	Contingency (15% x A)	\$ 37,912
C.	Sewer Total (A + B)	\$ 290,657

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RECORDING REQUESTED BY: CITY CLERK  WHEN RECORDED RETURN TO:  City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
SPACE ABOVE THIS LINE FOR RECORDER'S USE	

**CITY OF BEAUMONT  
 SUBDIVISION IMPROVEMENT AGREEMENT  
 TRACT or PARCEL NO. \_\_\_\_\_**

DATE OF AGREEMENT: _____		
NAME OF SUBDIVIDER: _____		
(hereinafter referred to as "Subdivider").		
NAME/NUMBER OF DEVELOPMENT: _____ subdivision consisting of _____ residential lots, _____, originally approved on _____, and Tentative Tract/Parcel _____ ("Tract/Parcel" or "Tentative Tract/Parcel Map"), originally approved on: _____.		
FINAL TRACT/PARCEL MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER _____ ("Final Tract Map/Final Parcel Map").		
PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").		
EST. TOTAL COST OF PUBLIC IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF PRIVATE IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF MONUMENTATION: \$ _____ (see Exhibit "B")
Lien Contract Recording Information: _____		
LETTER OF CREDIT NUMBERS: _____		
FINANCIAL INSTITUTION: _____		

**THIS SUBDIVISION IMPROVEMENT AGREEMENT** (“Agreement”) is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as “City”), and \_\_\_\_\_, (hereinafter referred to as “Subdivider”). City and Subdivider are sometimes referred to hereinafter individually as a “Party”, and collectively as the “Parties”.

#### RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit “A” attached hereto and incorporated and made part of this Agreement by this reference (the “Property”).

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the “Plans”) for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works (“City Engineer”). The City has adopted standards (hereinafter “Standards”) for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit “B” and incorporated and made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit “B”.

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract/Parcel intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

**NOW, THEREFORE**, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

**1. Subdivider's Obligation to Construct Improvements.**

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all rights-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

**2. Improvement Securities.**

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) \_\_\_\_\_ and 25/100 DOLLARS (\$XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) \_\_\_\_\_ and 25/100 DOLLARS (\$XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) \_\_\_\_\_ and 00/100 DOLLARS (\$ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) \_\_\_\_\_ and 00/100 Dollars (\$X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

**3. Alterations to Improvement Plans; Modification of City Standards.**

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If

Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

**4. Modification of Drainage Plan.** Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

**5. Reserved.**

**6. Inspections; Final Acceptance and Certification of Improvements.**

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.



(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

**7. Release of Improvement Securities.**

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred-percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

**8. Injury to Public Improvements, Public Property or Public Utilities Facilities.**

Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

**9. Permits.** Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

**10. Notice of Breach/Default of Subdivider.**

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely

cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically

recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

**11. Warranty.**

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

**12. Subdivider Not Agent of City.** Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

**13. Injury to Improvement Work; Risk of Loss.** Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

**14. Other Agreements.** Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

**15. Subdivider's Obligation to Warn Public During Construction.** Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

**16. Vesting of Ownership.** Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

**17. Indemnity/Hold Harmless.**

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this

Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

**18. Sale or Disposition of Subdivision; Assignment.**

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any

other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

**19. Time of the Essence.** Time is of the essence in this Agreement.

**20. Time for Completion of Improvements; Extensions.**

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by Beaumont Municipal Code Section 16.56.030. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion

of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

**21. Notice.** All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223	Attn:
City Manager		
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262	
Notice to Subdivider:	Mozafar Behzad, Hamid and Rozita Roknian 805 E. Sunset Drive Redlands, CA 92373	

**22. Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

**23. Captions.** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

**24. Insurance.**



(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor or subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating: Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can

be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**25. Attorneys' Fees.** In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

**26. Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

**27. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

**28. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

**29. Runs with the Land; Recordation.**

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

**30. Authority of Executing Parties.** Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed by the Parties hereto on the date above first written.

**Subdivider:**

**City:**

**CITY OF BEAUMONT**  
a Municipal Corporation

By: \_\_\_\_\_

MOZAFAR BEHZAD

By: \_\_\_\_\_

City Manager

By: \_\_\_\_\_

HAMID ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN  
AND ROZITA ROKNIAN 2001 REVOCABLE TRUST

By: \_\_\_\_\_

ROZITA ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN  
AND ROZITA ROKNIAN 2001 REVOCABLE TRUST

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jeff Hart, Dir. Of Engineering/Public

Works

Attachments: Exhibit A      Legal description of Property  
                  Exhibit B      Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

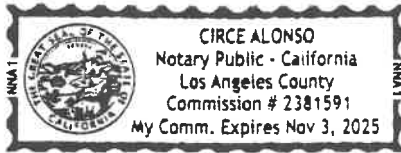
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles

On 11-08-22 before me, Circe Alonso, notary public  
Date Here Insert Name and Title of the Officer

personally appeared Hamid Roknian and Rozita Roknian  
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 Circe Alonso  
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: City of Beaumont Subdivision Improvement Agreement  
Document Date: 11-08-22 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: \_\_\_\_\_

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 Bernardino }

On 10/31/22 before me, Jasmine Ochoa, Notary Public

personally appeared Mozafar Benzad 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: City of Beaumont Sub. Agreement

Document Date: 10/31/22 Number of Pages: 19

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:

RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO

City of Beaumont  
Attention: City Clerk  
550 East 6th Street  
Beaumont, CA 92223

Ref. #: 14-1963  
File #: 3069  
Street  
Improvements

Space Above This Line for Recorder's Use  
(Exempt from Recording Fee per  
Gov't Code §6103 and §27383)

**LIEN CONTRACT  
AND DEED OF TRUST**

(Lien Contract as Security; Gov. Code Section 66499(a)(4))

THIS LIEN CONTRACT AND DEED OF TRUST ("Lien Contract") is entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF BEAUMONT, CALIFORNIA, a municipal corporation of the State of California ("City") and MOZAFAR BEHZAD AND HAMID ROKNIAN AND ROZITA ROKNIAN, AS TRUSTEES OF THE HAMID ROKNIAN AND ROZITA ROKNIAN 2001 REVOCABLE TRUST (collectively "Owner").

RECITALS

A. Owner is the owner in fee of that certain unimproved real property located in the State of California, County of Riverside, City of Beaumont, more particularly described in the legal description attached hereto as EXHIBIT "A" and incorporated herein by this reference (the "Property").

B. A final subdivision map of Tentative Tract Map No. 32850 ("Final Map" and "Tract," respectively) for the Property was approved by the City Council of the City of Beaumont ("City Council") on or about \_\_\_\_\_, and subsequently filed with the Official Records of the Riverside County Recorder on \_\_\_\_\_, in Book \_\_\_ pages \_\_\_\_\_ of said county;

EXHIBIT A      EXHIBIT A

C. The Owner executed that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 2022 (the "Subdivision Improvement Agreement"), to complete certain tasks and construct certain on-site and off-site improvements as required by the Final Map and other entitlements applicable to the Property (collectively, the "Development Obligation(s)").



E. City is authorized to accept the security proposed by Owner, known as a lien contract, under the provisions of Government Code Section 66499(a)(4), Beaumont Municipal Code Chapter 16.56, and that certain SETTLEMENT, WAIVER AND RELEASE AGREEMENT between the parties dated November 17, 2020 (“Settlement Agreement”).

F. In accordance with Government Code Section 66499(a)(4), the Settlement Agreement and Beaumont Municipal Code Chapter 16.56 the City made the requisite findings and determinations to authorize the Owner to use this Lien Contract, and the secured interest in the Property perfected thereby, to serve as temporary security for the performance and completion of the Development Obligation(s) required pursuant to the Final Map and Subdivision Improvement Agreement, as more particularly described in this Lien Contract.

**NOW, THEREFORE**, for good and valuable consideration, including the obligations herein and the trust herein created, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owner’s Performance.

a. Owner hereby grants to the City, in accordance with the terms and conditions of this Lien Contract, a lien upon the Property as security for the following obligations of Owner (subject only to the senior deed of trust encumbering the property in the amount of Two Hundred and Seventy Five Thousand Dollars (\$275,000.00) recorded on September 4, 2013 as Instrument number 2013-0432428 ("Deed of Trust")):

(1) Construction of the improvements (“Improvements”) specified in the Subdivision Improvement Agreement, in the estimated amount and for the purposes specified therein; provided, however, that Owner’s obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth therein; and

(2) Payment of the fees or services (“Fees”) required by the City in the amount required as a condition of approval of the Final Map.

(3) All of the Developer Obligations and the obligations of Owner under this Lien Contract and under the Subdivision Improvement Agreement (“Obligations”).

This lien secures said Improvements, Fees and Obligations (collectively, the “Secured Obligations”).

b. if Owner conveys the Property to a third party (or any other grantee) Owner and the grantee shall cause the reconveyance of the Deed of Trust and recordation of payment and performance bonds in form and amounts acceptable to City for 100% of the total estimated cost of the improvements required as conditions of the Final Tract Map and pursuant to Beaumont Municipal Code Chapter 16.56 - SECURITY FOR IMPROVEMENTS (“Suitable Future Bonds”).

c. the Lien Contract shall be replaced with Suitable Future Bonds as required above in subsection (b) upon a change in ownership of the Property as determined in accordance with the Revenue and Taxation Code, upon the foreclosure or recordation of a deed in lieu of foreclosure with respect to the Deed of Trust or prior to and as a condition of the issuance of any building permit or grading permit applicable to the Property. When the Property is conveyed to the third party and if the Lien Contract is required to be replaced with Suitable Future Bonds, they shall be issued within sixty (60) days after notice from the City provided that if such bonds are not so issued, the Final Tract Map shall automatically terminate and be of no further force or effect.

d. Owner also agrees to provide the Suitable Future Bonds in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Improvement as of the time of the substitution of security, as ascertained by the City.

e. Prior to obtaining any type of permit, including a grading or building permit, or commencing the installation and construction of any portion of the Improvements required by the Subdivision Improvement Agreement, whichever occurs first, Owner shall deposit fees for inspections, tests and other related purposes.

f. Owner's failure to replace this Lien Contract with the Suitable Future Bonds in violation of this Lien Contract shall be an event of default and shall entitle the City to any and all rights and remedies available to City at law or in equity.

## 2. Instrument Serves as Duly Acknowledged and Perfected DEED OF TRUST.

For the purpose of securing payment and performance of the Secured Obligations, Owner (as "Trustor") hereby irrevocably and unconditionally grants, conveys, transfers and assigns to First American Title Company ("Trustee"), as trustee, in trust, WITH POWER OF SALE TOGETHER WITH THE RIGHT OF ENTRY AND POSSESSION, for the benefit and security of the City (as "beneficiary"), all present and future rights, titles, interests, estates, powers and privileges that Owner now has or may hereafter acquire in or to the Property; and said POWER OF SALE TOGETHER WITH RIGHT OF ENTRY AND POSSESSION expressly includes the power of sale of the real property, and all buildings and improvements thereon or that may be erected upon or made thereto, together with all hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reservations, remainders, rents, issues, and profits thereof. Owner expressly intends that this Lien Contract create a secured interest in the Property for the benefit of City for the payment and performance obligations secured as identified herein, and this Lien Contract serves as a deed of trust under California law for purposes of creating and perfecting a secured interest in the Property as set forth herein.

## 3. City's Performance.

Following the City's approval and receipt of the Suitable Future Bonds submitted by Owner pursuant to Paragraph 1 above and receipt of applicable Fees, the City shall release the Property from the provisions of this Lien Contract, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

4. Effect of Lien Contract.

a. From the date of recordation of this Lien Contract, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to secure and discharge all obligations contained in this Lien Contract and Subdivision Improvement Agreement, and any Fees.

b. Unless written consent of the City is obtained, the Owner shall not convey, lien or encumber any portion of or interest in the Property covered by this Lien Contract until Suitable Future Bonds (or some other form of alternative security acceptable to the City) has been provided and this Lien Contract has been released.

c. So long as this Lien Contract is utilized for security as described herein, offers of dedication for street purposes on the Property will not be accepted by the City.

d. The City shall not have an obligation to subordinate its rights hereunder to any lender or encumbrancer unless substitute security in the form of the Suitable Future Bonds (or some other form of alternative security acceptable to the City) is secured by Owner.

5. Events of Default. Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

a. Failure by Owner to deposit fees for inspections, tests and other specific purposes or to substitute Suitable Future Bonds or other forms of security satisfactory to the City within the time allotted and as prescribed by this Lien Contract.

b. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security, including, without limitation, Suitable Future Bonds, with the City in place of this Lien Contract.

c. The appointment, pursuant to an order of a court of competent jurisdiction, of a trustee, receiver or liquidator of the Property or any part thereof, or of Owner.

d. The filing by Owner of a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Federal Bankruptcy Code or any similar law, federal or state, or the adjudication of Owner as a bankrupt or as insolvent by a decree of a court of competent jurisdiction, or the making of an assignment for the benefit of creditors, or the admission by Owner in writing of its inability to pay its debts generally as they become due, or the giving of consent by Owner to the appointment of a receiver or receivers of all or any part of its property, including the Property.

e. The filing by any of the creditors of Owner or the reorganization of Owner pursuant to the Federal Bankruptcy Code or any similar law, federal or state and the same is not discharged within ninety (90) days after the date of filing thereof.

f. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within (60) days.

g. Sale of any lot or lots shown on the Final Map prior to release of the lien created by this Lien Contract, except as provided in Paragraph 4(b) above.

h. Failure of Owner to pay the Fees described in Paragraph 1(a)(2) above, at the time required.

i. Breach by Owner of any other term or condition of this Lien Contract, or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

j. Failure to pay prior to delinquency any taxes, assessments, fees or other amounts the payment of which are secured by a lien against part or all of the Property.

k. Failure of Owner to maintain liability insurance in the amount of at least \$2,000,000.00 per occurrence and in the aggregate on the Property naming the City as an additional insured.

l. The occurrence of any waste, violation of an ordinance, violation of a condition of approval or nuisance on the Property which is not cured by Owner within thirty (30) days following written notice from the City.

m. The breach or violation of any other subdivision improvement agreement, or lien contract between the City and Owner beyond any applicable notice and cure period.

All references to Owner in this Paragraph 5 shall be deemed to include Owner's successors, assignees and transferees.

6. City's Remedies. Upon the occurrence of any of the events described in Paragraph 5, above, the City may, at its option, declare all obligations, amounts and indebtedness secured hereby immediately due and payable without any presentment, demand, protest, or notice, and take one or more of the actions below:

a. Pursue any or all of the remedies provided in the Subdivision Improvement Agreement;

b. Commence and maintain an action or actions to foreclose this lien by appropriate action in court or as provided by law for the non-judicial foreclosure of mortgages or deeds of trust under power of sale pursuant to California Civil Code Sections 2924, 2924(b) and 2924(c), and Owner agrees that the amount of said lien shall include attorneys' fees as provided in Paragraph 7(b) below. CITY will deposit with TRUSTEE this Lien Contract, certified copies of the Subdivision Improvement Agreement, and any receipts and evidence of expenditures made and secured as TRUSTEE may require. If notice of default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, TRUSTEE, without demand on OWNER, will, after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as TRUSTEE determines, and in any order that it may determine, at public auction to the highest bidder. TRUSTEE may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding

postponement, and without further notice make the sale at the time fixed by the last postponement; or TRUSTEE may, in its discretion, give a new notice of sale. CITY may rescind any notice of default at any time before TRUSTEE's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of obligations affected by any prior declaration or notice of default. The exercise by CITY of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of CITY to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the Lien Contract, the Subdivision Improvement Agreement, or any of the rights, obligations, or remedies of CITY or TRUSTEE. After sale, TRUSTEE will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any Person, including Owner, TRUSTEE, or CITY, may purchase at that sale. If allowed by law, CITY, if it is the purchaser, may turn in the Lien Contract at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment if the amount owing exceeds the purchase price). TRUSTEE, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Property sold, which will convey to the purchaser all the title and interest of Owner in the Property and will apply the proceeds of the sale in payment first, of the expenses of the sale together with the expenses of the trustee, including, without limitation, attorney fees, that will become due on any default made by OWNER, and also any sums that TRUSTEE or CITY have paid for procuring a search of the title to the Property subsequent to the execution of this Lien Contract; and second, of the Secured Obligations then remaining unpaid. TRUSTEE will pay the balance or surplus of the proceeds of sale, if any, to OWNER and its successors or assigns as its interests may appear;

c. Commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Owner hereunder, and Owner agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Owner waives the defense of laches and any applicable statute of limitations;

d. Estimate the cost of the work required to complete the Improvements, which estimate shall be deemed a debt and obligation in a liquidated sum of Owner, and judicially or non-judicially foreclose said lien in said amount; and

e. Pursue any other remedy, legal or equitable including but not limited to those for the foreclosure of a lien, and Owner, and any of its successors, assignees and transferees, shall pay reasonable attorneys' fees as a cost in said proceedings.

## 7. General Provisions.

a. Recordation. This Lien Contract shall be recorded by the City with the Recorder's Office of the County of Riverside immediately following execution of this Lien Contract by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property,

pursuant to Government Code Section 66436(a), acknowledging subordination of their interests to this Lien Contract.

b. Attorneys' Fees. The City shall be entitled to reasonable attorneys' fees, paralegal fees, and other charges, expenses and costs incurred in enforcing its rights under this Lien Contract.

c. Contingency. This Lien Contract shall not take effect until it has been approved by the City in accordance with law and recorded.

d. Entire Agreement. This Lien Contract together with all attachments and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

e. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Contract and the intentions of the parties.

f. Governing Law. This Lien Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California without regard to conflict of law principles.

g. Headings. Except when their terms and conditions are substantive to this Lien Contract, the captions and section headings used in this Lien Contract are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

h. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Contract shall be valid unless the same is in writing and signed by all parties.

i. No Other Inducement. The making, execution and delivery of this Lien Contract by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

j. Severability. If any term, provision, covenant or condition of this Lien Contract is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Contract shall not be affected thereby, and each term, provision, covenant or condition of this Lien Contract shall be valid and enforceable to the fullest extent permitted by law

k. Indemnity. If the City or the Trustee is made a party to or is threatened with any litigation concerning this Lien Contract, the Subdivision Improvement Agreement, or the Property, or any part thereof or interest therein, or the actions or omissions of Owner on the Property, then Owner shall indemnify, defend and hold harmless the City and the Trustee (and their respective officials, officers, directors, employees, contractors, accountants, attorneys, and agents) for, from and against all liability by reason of said threat and/or litigation, including reasonable attorneys' fees and expenses incurred by the City as a result of any such threat and/or litigation, whether or not any such threat and/or litigation is prosecuted to judgment; provided, however, that the

indemnification to be provided by Owner to the City pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, or action, is the result of the sole negligence or sole willful misconduct of the City. The City or the Trustee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach of the foregoing obligation by Owner, Owner shall pay the City and the Trustee reasonable attorneys' fees and expenses incurred by the City or the Trustee, whether or not an action is actually commenced against Owner or Trustee by reason of its breach.

1. Execution in Counterparts. This Lien Contract may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

[signatures on next page]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year first written above.

“CITY”  
CITY OF BEAUMONT,  
a municipal corporation of the State of California

\_\_\_\_\_  
Elizabeth Gibbs, City Manager

ATTEST:

\_\_\_\_\_  
, City Clerk, City of Beaumont


APPROVED AS TO FORM:

\_\_\_\_\_  
John Pinkney, City Attorney, City of Beaumont

OWNER

By: \_\_\_\_\_  
MOZAFAR BEHZAD

By: \_\_\_\_\_  
HAMID ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN AND ROZITA ROKNIAN  
2001 REVOCABLE TRUST

By: \_\_\_\_\_  
ROZITA ROKNIAN AS TRUSTEE OF THE HAMID ROKNIAN AND ROZITA ROKNIAN  
2001 REVOCABLE TRUST



**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 Los Angeles }

On 11.08.22 before me, Circe Alonso, notary public  
Date Here Insert Name and Title of the Officer

personally appeared Hamid Rokhian and Rozita Rokhian  
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.



Place Notary Seal and/or Stamp Above

Signature Circe Alonso  
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: Lien Contract and Deed of Trust.

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: \_\_\_\_\_



EXHIBIT A

LEGAL DESCRIPTION

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

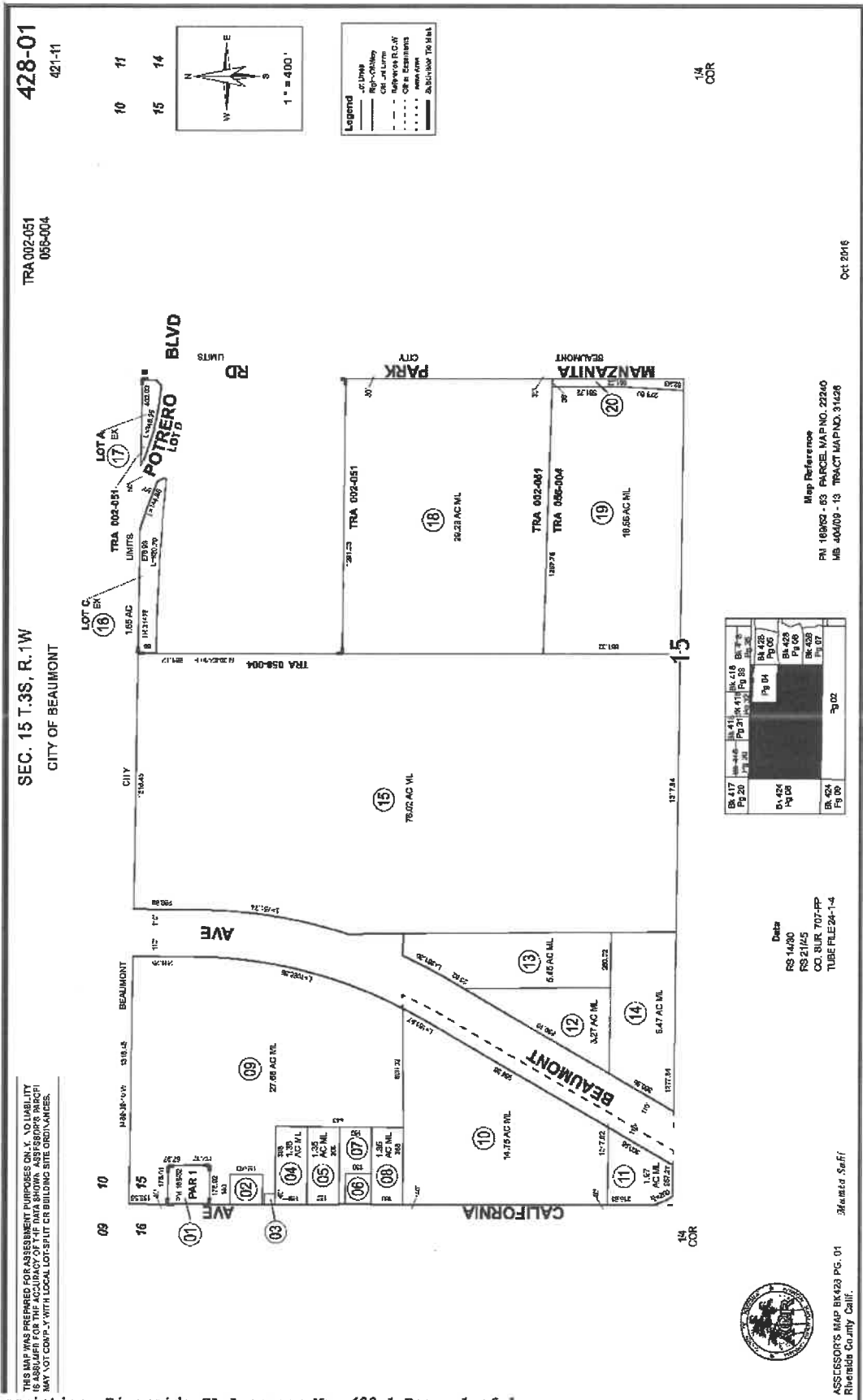
THE SOUTHERLY 50 ACRES OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 15, 3 SOUTH, 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE SOUTHERLY 20 ACRES THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER; THENCE NORTH 0° 24' 30" WEST ON THE WEST LINE THEREOF, 660.98 FEET; THENCE SOUTH 89° 44' EAST, 1318.42 FEET TO THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST ONE-QUARTER; THENCE SOUTH 0° 21' 30" EAST OF SAID EAST LINE, 660.98 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 89° 44' WEST, 1317.84 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE EASTERLY 30 FEET OF SAID LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED FEBRUARY 5, 1969 AS INSTRUMENT NO. 11660.

APN: 428-010-018



428-01  
421-11

TRA 002-051  
008-004

SEC. 15 T. 3S, R. 1W  
CITY OF BEAUMONT

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY AND LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSessor OR PARCIPAL MAY NOT COMPARE WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: TRACT 32850  
DATE: 01/24/23

PP, CUP NO.: \_\_\_\_\_ BY: Land Engineering Consultants, Inc.

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY ( of Estimated Construction Costs)	100%

Streets	\$ 1,720,026.25
Drainage	\$ 288,638.50
Sewer	\$ 290,656.75
Total	\$ 2,299,321.50
Warranty Retention (10%)	\$ 229,932.15

Street/Drainage Plan Check Fees = \_\_\_\_\_  
Sewer Plan Check Fees = \_\_\_\_\_  
Street Inspection Fees = \_\_\_\_\_  
Sewer Inspection Fees = \_\_\_\_\_

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do  include additional 20% for recordation prior to having signed plans

Above amounts do not  include additional 20% for recordation prior to having signed plans

*Steven H. Ritchey*  
Engineer's Signature

1/24/2023  
Date

Steven H. Ritchey  
Name typed or printed



Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

\*\*\*\*\*PLEASE READ INSTRUCTIONS BELOW\*\*\*\*\*

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: 01/24/23 \_\_\_\_\_

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
5,035	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(271,890 sf)	\$ 15.00	\$ 75,525
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) =                      Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	\$ 0.40	\$ -
	C.Y. (f - c)	(b.) Excavate and Export	\$ 1.10	\$ -
		(c.) Import and Fill	\$ 2.80	\$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
	S.F.	Grinding A.C. in place	\$ 1.00	\$ -
	S.F.	Remove A.C. Pavement	\$ 1.00	\$ -
	L.F.	Remove Curb and Gutter	\$ 6.00	\$ -
	L.F.	Remove A.C. Dike	\$ 3.00	\$ -
	S.F.	Remove Sidewalk	\$ 3.00	\$ -
21,105	S.F.	Sawcut & Remove Exist. A.C. Pavement	\$ 2.00	\$ 42,210
4,715	S.F.	Cold Plane A.C. Pavement	\$ 1.00	\$ 4,715
	E.A.	Relocate Mailbox	\$ 250.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Subtotal: \$ 122,450

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 1/24/23 \_\_\_\_\_

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
1000	L.F.	Remove Chain Link Fence	\$ 2.50	\$ 2,500
	EA.	Remove Barricade	\$ 200.00	\$ -
4,545	TON	Asphalt Concrete - 144 lbs/cu. Ft. (On-Site SF @ AC thickness Ft.)	\$ 90.00	\$ 409,050
3,484	C.Y.	Aggregate Base Class II (OnSite SF @ AB thickness Ft.)	\$ 50.00	\$ 174,200
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (OnSite SF)  apply at 0.05 + 0.03 = 0.08 gal/SY	\$ 600.00	\$ -
4,715	S.F.	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 1.00	\$ 4,715
	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ -
9,410	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	\$ 94,100
	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	\$ -
	L.F.	Type "C" Curb	\$ 10.00	\$ -
1,695	L.F.	Type "D" Curb	\$ 15.00	\$ 25,425
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 10.00	\$ -
2,390	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 23,900
41,575	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 249,450
14,784	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 118,272
12	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ 18,000
	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 8.00	\$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
			Subtotal:	\$ 1,119,612.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 01/24/23 \_\_\_\_\_

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	\$ 275.00	\$ -
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 45.00	\$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 60.00	\$ -
	L.F.	Barricades	\$ 28.00	\$ -
5,125	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$ 10.00	\$ 51,250
	L.F.	Chain Link Fence (6')	\$ 12.00	\$ -
	L.F.	Remove Fence	\$ 4.00	\$ -
5	EA.	Relocate Power Pole	\$ 10,000.00	\$ 50,000
15	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 75,000
	EA.	Street Trees (15 gallon)	\$ 150.00	\$ -
7,690	L.S.	Landscape and Irrigation	\$ 5.00	\$ 38,450
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall (Std. 2')	\$ 5.50	\$ -
	EA.	A.C. Overside Drain	\$ 500.00	\$ -
	EA.	Under Sidewalk Drain Std. 309	\$ 2,000.00	\$ -
	EA.	Flat Outlet Drainage Structure Std. 303	\$ 500.00	\$ -
	EA.	Curb Outlet Drainage Structure Std. 308	\$ 500.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -
6	EA.	"STOP" Pavement Marking	\$ 200.00	\$ 1,200
108	L.F.	Limit Line	\$ 2.00	\$ 216
6	EA.	R1 "STOP SIGN"	\$ 250.00	\$ 1,500
	EA.	W53 "NOT A THROUGH STREET"	\$ 250.00	\$ -
1706	S.F.	Remove Traffic Stripes and Paint Markings	\$ 2.50	\$ 4,265
10	EA.	Street Name Sign	\$ 400.00	\$ 4,000
16	EA.	Install Sign (Strap and Saddle Bracket Method)	\$ 150.00	\$ 2,400
13	EA.	Object Markers - Type "F" Delineators	\$ 60.00	\$ 780
228	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$ 4.00	\$ 912
			Subtotal:	\$ 229,973.00



CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: TRACT 32850

DATE: 1/24/23

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	\$ 2,500.00	\$ -
	LS	Concrete Inlet Apron	\$ 11,000.00	\$ -
	LS	Emergency Spillway	\$ 27,000.00	\$ -
	LS	84" Storm Drain Grate	\$ 8,500.00	\$ -
	SF	3' Wide V-Gutter	\$ 4.00	\$ -
	LS	Signal & Lighting	\$ 100,000.00	\$ -
26	EA.	Street Trees (15 Gallon)	\$ 140.00	\$ 3,640
1	EA.	Water Meter	\$ 10,000.00	\$ 10,000
1	EA.	Electric Meter	\$ 10,000.00	\$ 10,000

Subtotal: \$ 23,640

A. Subtotal \$ 1,495,675

B. Contingency (15%) \$ 224,351

C. Streets/Drainage Total (A + B) \$ 1,720,026

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CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 1/24/23 \_\_\_\_\_

DRAINAGE IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
20	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 800
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$ 75.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ -
12	L.F.	18" R.C.P.	\$ 60.00	\$ 720
65	L.F.	24" R.C.P.	\$ 70.00	\$ 4,550
29	L.F.	30" R.C.P.	\$ 80.00	\$ 2,320
497	L.F.	36" R.C.P.	\$ 90.00	\$ 44,730
265	L.F.	42" R.C.P.	\$ 100.00	\$ 26,500
437	L.F.	48 " RCP	\$ 110.00	\$ 48,070
	L.F.	54" RCP	\$ 135.00	\$ -
	L.F.	60" RCP	\$ 160.00	\$ -
	L.F.	72" RCP	\$ 200.00	\$ -
	EA.	H.D.P.E. Clean Out	\$ 400.00	\$ -
	EA.	Drain Basin	\$ 400.00	\$ -
	EA.	Curb Outlet	\$ 3,000.00	\$ -
	EA.	Fossil Filters	\$ 500.00	\$ -
	EA.	18" C.M.P. Wye	\$ 500.00	\$ -
	EA.	Riprap Headwall	\$ 1,000.00	\$ -
2	EA.	Concrete Collar	\$ 250.00	\$ 500
	EA.	Outlet Structure	\$ 10,000.00	\$ -
Subtotal:			\$	128,190.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 1/24/23 \_\_\_\_\_

DRAINAGE IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Catch Basin W = 4'	\$ 1,700.00	\$ -
	EA.	Catch Basin W = 7'	\$ 3,000.00	\$ -
	EA.	Catch Basin W = 10'	\$ 4,000.00	\$ -
1	EA.	Catch Basin W = 14'	\$ 5,500.00	\$ 5,500
2	EA.	Catch Basin W = 22'	\$ 9,000.00	\$ 18,000
	EA.	Type IX Inlet	\$ 2,500.00	\$ -
	EA.	Type X Inlet	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 1	\$ 3,000.00	\$ -
	EA.	Junction Structure No. 2	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 6	\$ 3,700.00	\$ -
	EA.	Transition Structure No. 1	\$ 2,000.00	\$ -
	EA.	Transition Structure No. 3	\$ 2,700.00	\$ -
	EA.	Manhole No. 1	\$ 2,700.00	\$ -
3	EA.	Manhole No. 2	\$ 3,300.00	\$ 9,900
	EA.	Manhole No. 3	\$ 2,700.00	\$ -
1	EA.	Manhole No. 4	\$ 5,000.00	\$ 5,000
	EA.	Adjust Water Valve (if no water plan)	\$ 150.00	\$ -
	EA.	Adjust MH to grade (if no sewer plan)	\$ 400.00	\$ -
1	EA.	Headwall with Railing	\$ 15,000.00	\$ 15,000
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$ 10,000.00	\$ -
	L.F.	Concrete Bulkhead	\$ 25.00	\$ -
	EA.	Outlet Structure (Line A & B)	\$ 5,000.00	\$ -
2	EA.	Local Depression per RCTD Std 311 Case B	\$ 1,200.00	\$ 2,400
2	EA.	Local Depression per RCTD Std 311 Case C	\$ 1,500.00	\$ 3,000
1	EA.	Catch Basin W = 35'	\$ 16,000.00	\$ 16,000
1	EA.	Energy Dissipator (SPPWC Std. 384-3)	\$ 15,000.00	\$ 15,000
4	EA.	Catch Basin Connection	\$ 4,000.00	\$ 16,000
2	EA.	2 Sack Cement Slurry Protection	\$ 500.00	\$ 1,000
1	EA.	Grated Inlet Catch Basin W = 12'	\$ 16,000.00	\$ 16,000

Subtotal: \$ 122,800

A. Subtotal \$ 250,990

B. Contingency (15%) \$ 37,649

C. Streets/Drainage Total (A + B) \$ 288,639

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CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ TRACT 32850 \_\_\_\_\_

DATE: \_\_\_\_\_ 1/24/23 \_\_\_\_\_

<b>SEWER IMPROVEMENTS</b>
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Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
3,427	L.F.	4" P.V.C. (Length to R/W & 5' for cleanout)	\$ 15.00	\$ 51,405
	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
4,253	L.F.	8" V.C.P.	\$ 30.00	\$ 127,590
	L.F.	10" V.C.P.	\$ 35.00	\$ -
	L.F.	12" V.C.P.	\$ 40.00	\$ -
	L.F.	15" V.C.P.	\$ 50.00	\$ -
17	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ 42,500
	EA.	Drop Manholes	\$ 4,000.00	\$ -
	EA.	Cleanouts	\$ 500.00	\$ -
	EA.	Sewer Y's	\$ 25.00	\$ -
	EA.	Chimneys	\$ 400.00	\$ -
17	EA.	Adjust M.H. to grade	\$ 500.00	\$ 8,500
	L.F.	Concrete Encasement	\$ 35.00	\$ -
	EA.	4" P.V.C. Misc. Fittings	\$ 120.00	\$ -
	L.F.	Sewer Pipe Sleeving	\$ 36.00	\$ -
	L.S.	Sewer Lift Station	\$ -	\$ -
41	EA.	Backflow prevention device	\$ 250.00	\$ 10,250
1	EA.	Join Existing Manhole (C&G/Sidewalk/Trench Rpr)	\$ 12,500.00	\$ 12,500
				\$ -

A.	Subtotal	\$ 252,745
B.	Contingency (15% x A)	\$ 37,912
C.	Sewer Total (A + B)	\$ 290,657

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