

# City of Beaumont



550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223  
(951) 769-8520  
www.beaumontca.gov

Case No. <u>PW2023-1074</u>
Receipt No. <u>R01360011</u>
Fee \$ <u>3,915.00</u>
Date Paid <u>11/7/2023</u>

## BOND EXONERATION APPLICATION

Bond Type:  Performance  Maintenance  Final Monument Inspection  Other: \_\_\_\_\_

1. Contact's Name Cherryl Thompson Phone 714-348-0287

2. Contact's Address 2646 Dupont Drive, Suite 60, #520, Irvine, CA 92612  
City/State/Zip

5. Contact's E-mail cthompson@argentmanagementllc.com

3. Developer Name SDC Fairway Canyon, LLC Phone 310-387-3655  
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 2646 Dupont Drive, Suite 60, #520, Irvine, CA 92612  
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):

Bond No. 1083505 (\$21,000.00)  
Fairway Canyon Monumentation Bond  
Parcel Map 32775

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Cherryl Thompson 11/1/23  
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Cherryl Thompson 11/1/23  
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.

- Remove and replace concrete and AC as needed where lifting.
- Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
- Provide Type II slurry coat for all road surfaces.
- Restore/Verify pavement striping/markings.
- Restore/Verify blue dots and signage as needed.
- Clean and camera sewer. Provide report and video copy of camera survey.
- Provide all final geotechnical reports.
- Provide Engineers' certification for line and grade within Right-of-Way.
- Provide Landscape Architects Certification as required.

Cherryl Thompson



Print Name and Sign – Contact/Applicant

11/1/23

Date



**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS  
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN  
(Tract Map/Parcel Map/Plot Plan No. 32775 )**

THIS SECURITY AGREEMENT is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF BEAUMONT ("CITY") and SDC Fairway Canyon LLC, a Delaware Limited Liability company ("DEVELOPER").

**RECITALS**

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to TM/PM/PP/CUP 32775, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.
2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY an irrevocable letter of credit or a performance bond issued by a corporate surety (or other security as authorized by Government Code, Section 66499) in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide an irrevocable letter of credit or a bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance

specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond or a letter of credit, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall

have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. If the CITY approves the cost estimate, the CITY shall release all performance security except for security in an amount up to 200% of the cost estimate of the remaining work; **PROVIDED, HOWEVER**, such partial release shall occur only when the cost estimate of the remaining work does not exceed 20% of the total original performance security. Substitute bonds or other security may be used as a replacement for the performance security, subject to the prior written approval of the CITY. (**NOTE:** a reduction in performance security is not, and shall not be deemed to be, an acceptance by the CITY of the completed Improvements, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the DEVELOPER until all required Improvements have been accepted by the CITY and all other required Improvements have been fully completed in accordance with the plans and specifications for the Improvements.)

f. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment shall, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security shall be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 8 and 9 above shall not apply to any required guarantee and warranty period nor to the amount of the security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.


14. No Assignment. The DEVELOPER may not assign this Security Agreement or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

CITY OF BEAUMONT

By  \_\_\_\_\_  
Mayor

DEVELOPER SDC Fairway Canyon LLC

By  \_\_\_\_\_

Title: Authorized Signatory \_\_\_\_\_

2392 MENSE AVE.  
IRVINE, CA.  
92614



#14-2524

BOND No.: 1083505  
PREMIUM: \$315.00 (per year)

memumentation

**EXHIBIT "A"**

**PERFORMANCE BOND**

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated \_\_\_\_\_, 20\_\_\_\_, and identified as project TM/PM/PP/CUP 32775, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Lexon Insurance Company as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Twenty-One Thousand & NO/100ths ----- dollars (\$21,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on May 5th, 2014.

PRINCIPAL:  
SDC Fairway Canyon LLC

SURETY:  
Lexon Insurance Company

By [Signature]  
Title Authorized Signator

By [Signature]  
Title Todd M. Rohm, Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On May 5th, 2014  
Date

before me, Susan E. Morales, Notary Public

Here Insert Name and Title of the Officer

personally appeared Todd M. Rohm

Name(s) of Signer(s)



Place Notary Seal Above

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

Susan E. Morales

Signature of Notary Public

Susan E. Morales, Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Bond #1083505

Document Date: May 5th, 2014

Number of Pages: 1

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Todd M. Rohm

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing:

Lexon Insurance Company

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California }  
County of Orange }

On May 19, 2014 before me, Elizabeth Menicucci, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared \*\*\* Bruce Cook \*\*\*  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Elizabeth Menicucci  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Performance Bond  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

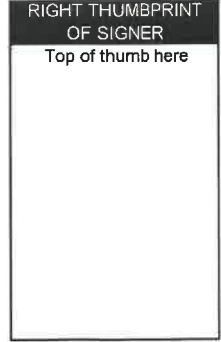
- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer is Representing: \_\_\_\_\_

POWER OF ATTORNEY

LX- 077289

Lexon Insurance Company

KNOW ALL MEN BY THERE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

D.J. Picard, Todd M. Rohm, Cathy S. Kennedy, Beata A. Sensi,\*\*

Cheryl L. Thomas\*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00 Five Million\*\*\*\*\* dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR Notary Public- State of Tennessee Davidson County My Commission Expires 01-09-16

BY [Signature] Amy L. Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 5th Day of May, 20 14.



BY [Signature] Andrew Smith Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

# Bond Safeguard INSURANCE COMPANY

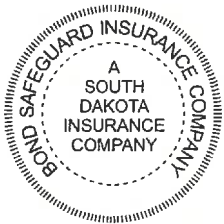
KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, a South Dakota Corporation with its principal office in Sioux Falls, South Dakota, does hereby constitute and appoint: Gregory E. Semrow its true and lawful Attorney(s)-In-Fact to sign, make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7<sup>th</sup> day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed to by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it as attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.



**BOND SAFEGUARD INSURANCE COMPANY**

BY   
David E. Campbell  
President

### ACKNOWLEDGEMENT

On this 7<sup>th</sup> day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 01-09-16

BY   
Amy L. Taylor  
Notary Public

### CERTIFICATE

I, the undersigned, Assistant Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, A South Dakota Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Mount Juliet, Tennessee this 16<sup>th</sup> Day of July, 2014



BY   
Andrew Smith  
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

**Bond Safeguard** INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Woodridge, Illinois, does hereby constitute and appoint: **D. J. Picard, Todd M. Rohm, Cathy S. Kennedy, \*\*\* Beata A. Sensi, Cheryl L. Thomas** \*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$ 6,000,000.00 Six million dollars \*\*\*\*\*

which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.

**BOND SAFEGUARD INSURANCE COMPANY**



BY David E. Campbell  
David E. Campbell  
President

**ACKNOWLEDGEMENT**

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

**"OFFICIAL SEAL"**  
**MAUREEN K. AYE**  
Notary Public, State of Illinois  
My Commission Expires 09/21/13

Maureen K. Aye  
Maureen K. Aye  
Notary Public

**CERTIFICATE**

I, the undersigned, Assistant Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Woodridge, Illinois this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_



Philip G. Lauer  
Philip G. Lauer  
Assistant Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."**

BOND No.: 1083505  
PREMIUM IS INCLUDED IN  
THE PERFORMANCE BOND

**EXHIBIT "B"**

**PAYMENT BOND**

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon LLC (hereafter designated as "the Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designed public improvements, which agreement, dated \_\_\_\_\_, 20\_\_\_\_, and identified as project TM/PM/PP/CUP 32775, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of Twenty-One Thousand & N0/100ths dollars (\$ 21,000.00 ), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on May 5th, 20 14.

PRINCIPAL:

SDC Fairway Canyon LLC

By

Title

[Signature]  
Authorized Signator

SURETY:

Lexon Insurance Company

By

[Signature]  
Todd M. Rohm, Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On May 5th, 2014

Date

before me, Susan E. Morales, Notary Public

Here insert Name and Title of the Officer

personally appeared Todd M. Rohm

Name(s) of Signer(s)



Place Notary Seal Above

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/it~~/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

Susan E. Morales  
Signature of Notary Public

**OPTIONAL** Susan E. Morales, Notary Public

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

### Description of Attached Document

Title or Type of Document: Bond #1083505

Document Date: May 5th, 2014

Number of Pages: 1

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Todd M. Rohm

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing:

Lexon Insurance Company

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing:



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California }  
County of Orange

On May 19, 2014 before me, Elizabeth Menicucci, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared \*\*\* Bruce Cook \*\*\*  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Elizabeth Menicucci  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Payment Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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



Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer is Representing: \_\_\_\_\_

POWER OF ATTORNEY

LX- 077290

Lexon Insurance Company

KNOW ALL MEN BY THERE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

D.J. Picard, Todd M. Rohm, Cathy S. Kennedy, Beata A. Sensi,\*\*

Cheryl L. Thomas\*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00 Five Million\*\*\*\*\* dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR Notary Public- State of Tennessee Davidson County My Commission Expires 01-09-16

BY [Signature] Amy L. Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 5th Day of May, 2014.



BY [Signature] Andrew Smith Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



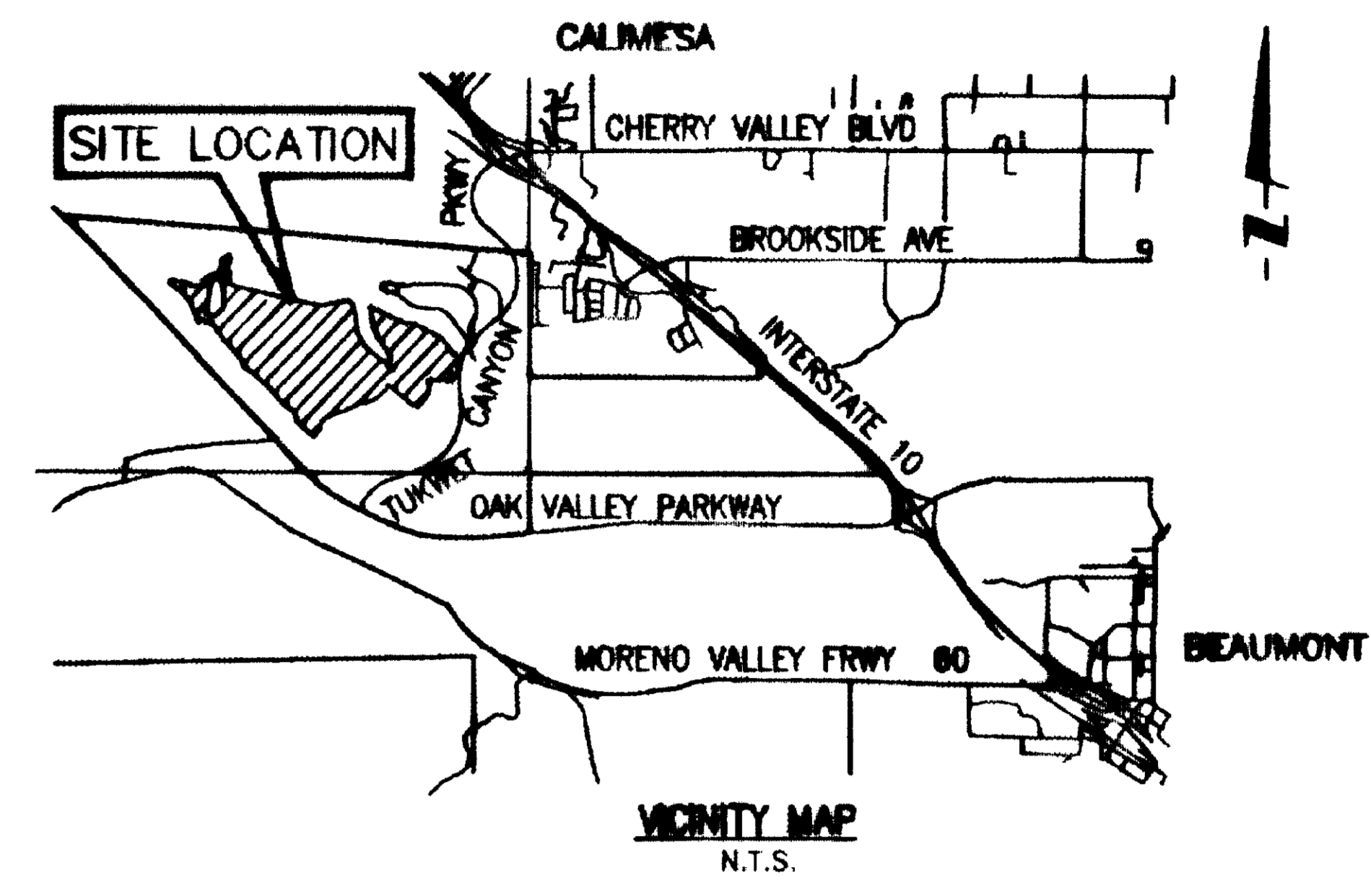
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# PARCEL MAP NO. 32775

BEING A SUBDIVISION OF PARCEL 10 OF PARCEL MAP NO. 32776 FILED IN BOOK 216 OF PARCEL MAPS, PAGES 47 THROUGH 52 INCLUSIVE, AND PARCEL "B" OF LOT LINE ADJUSTMENT NO. 04-LLA-12 RECORDED OCTOBER 19, 2004 AS INSTRUMENT NO. 2004-0826802 AND PARCELS "A" AND "C" OF LOT LINE ADJUSTMENT NO. 04-LLA-13 RECORDED OCTOBER 19, 2004 AS INSTRUMENT NO. 2004-0826803, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTIONS 35, 36 OF TOWNSHIP 2 SOUTH, RANGE 2 WEST, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

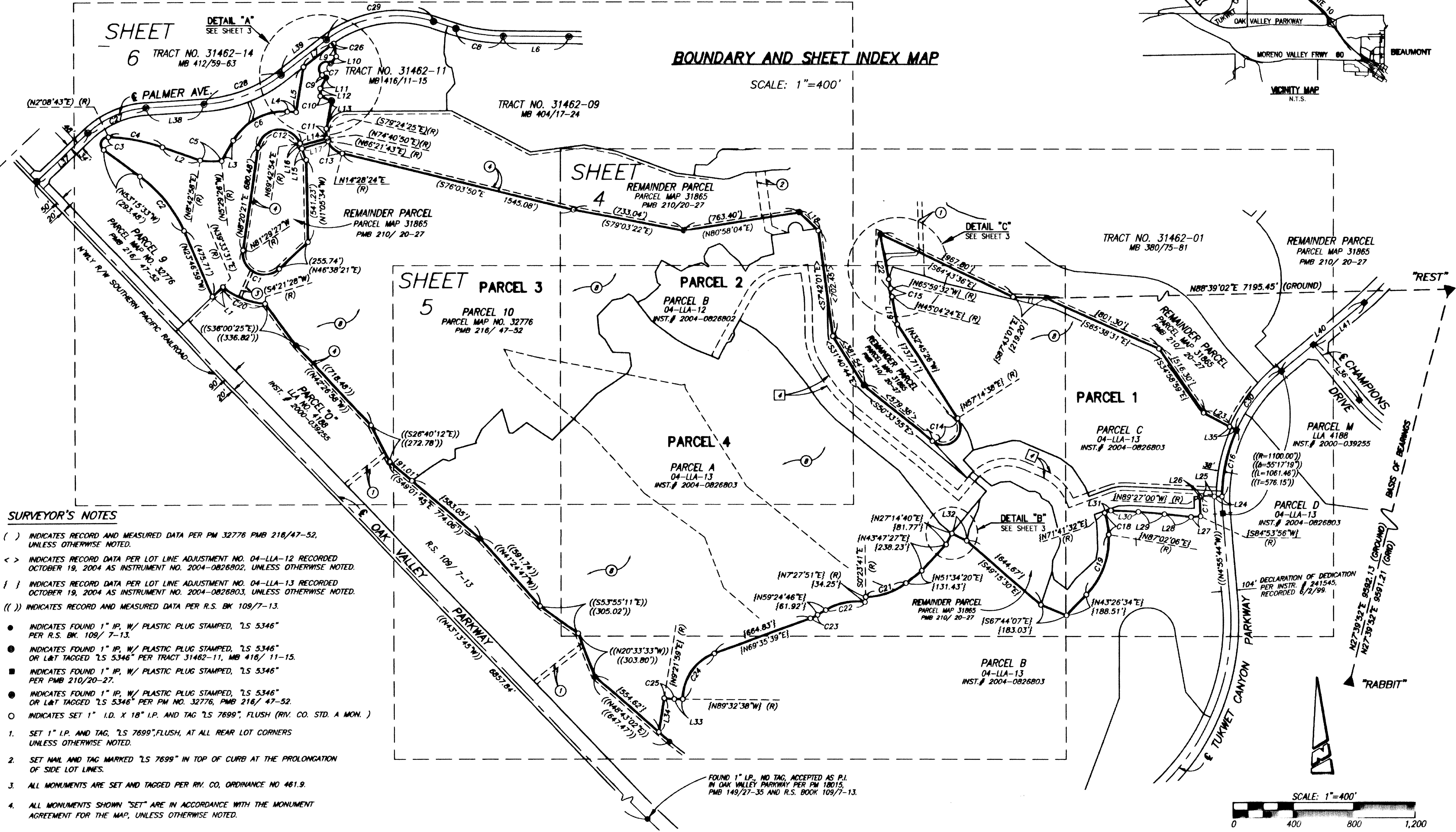
PROACTIVE ENGINEERING CONSULTANTS WEST MARCH 2014

- NOTES:**
- SEE SHEET 3 FOR BASIS OF BEARINGS.
  - SEE SHEET 3 FOR LINE AND CURVE DATA TABLES.
  - SEE SHEET 3 FOR EASEMENT NOTES.



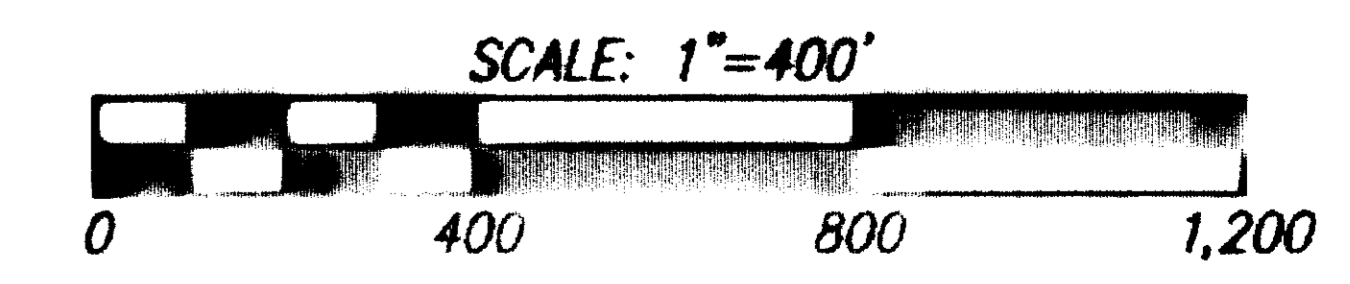
## BOUNDARY AND SHEET INDEX MAP

SCALE: 1"=400'



**SURVEYOR'S NOTES**

- ( ) INDICATES RECORD AND MEASURED DATA PER PM 32776 PMB 216/47-52, UNLESS OTHERWISE NOTED.
  - < > INDICATES RECORD DATA PER LOT LINE ADJUSTMENT NO. 04-LLA-12 RECORDED OCTOBER 19, 2004 AS INSTRUMENT NO. 2004-0826802, UNLESS OTHERWISE NOTED.
  - | | INDICATES RECORD DATA PER LOT LINE ADJUSTMENT NO. 04-LLA-13 RECORDED OCTOBER 19, 2004 AS INSTRUMENT NO. 2004-0826803, UNLESS OTHERWISE NOTED.
  - (( )) INDICATES RECORD AND MEASURED DATA PER R.S. BK 109/7-13.
  - INDICATES FOUND 1" I.P. W/ PLASTIC PLUG STAMPED, "LS 5346" PER R.S. BK. 109/ 7-13.
  - INDICATES FOUND 1" I.P. W/ PLASTIC PLUG STAMPED, "LS 5346" OR L&T TAGGED "LS 5346" PER TRACT 31462-11, MB 416/ 11-15.
  - INDICATES FOUND 1" I.P. W/ PLASTIC PLUG STAMPED, "LS 5346" PER PMB 210/20-27.
  - INDICATES FOUND 1" I.P. W/ PLASTIC PLUG STAMPED, "LS 5346" OR L&T TAGGED "LS 5346" PER PM NO. 32776, PMB 216/ 47-52.
  - INDICATES SET 1" I.D. X 18" I.P. AND TAG "LS 7699", FLUSH (RIV. CO. STD. A MON. )
- SET 1" I.P. AND TAG, "LS 7699", FLUSH, AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
  - SET NAIL AND TAG MARKED "LS 7699" IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES.
  - ALL MONUMENTS ARE SET AND TAGGED PER RIV. CO. ORDINANCE NO 461.9.
  - ALL MONUMENTS SHOWN "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP, UNLESS OTHERWISE NOTED.



FOUND 1" I.P., NO TAG, ACCEPTED AS P.I. IN OAK VALLEY PARKWAY PER PM 18015, PMB 149/27-35 AND R.S. BOOK 109/7-13.

104' DECLARATION OF DEDICATION PER INSTR. # 241545, RECORDED 6/2/99.

"RABBIT"

BASIS OF BEARINGS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**PARCEL MAP NO. 32775**

BEING A SUBDIVISION OF PARCEL 10 OF PARCEL MAP NO. 32776 FILED IN BOOK 218 OF PARCEL MAPS, PAGES 47 THROUGH 52 INCLUSIVE, AND PARCEL "B" OF LOT LINE ADJUSTMENT NO. 04-LLA-12 RECORDED OCTOBER 19, 2004 AS INSTRUMENT NO. 2004-0826802 AND PARCELS "A" AND "C" OF LOT LINE ADJUSTMENT NO. 04-LLA-13 RECORDED OCTOBER 19, 2004 AS INSTRUMENT NO. 2004-0826803, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTIONS 35, 36 OF TOWNSHIP 2 SOUTH, RANGE 2 WEST, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PROACTIVE ENGINEERING CONSULTANTS WEST

MARCH 2014

**BASIS OF BEARINGS**

THE BASIS OF COORDINATES FOR THE MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 8, BASED LOCALLY ON CONTROL STATIONS "RABBIT" AND "REST", AS SHOWN HEREON. ALL DISTANCES SHOWN ON THIS MAP ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999904925. THE GEOGRAPHIC COORDINATES SHOWN HEREON ARE ESTABLISHED BY USING G.P.S. IN A STATIC MODE FOR RELATIVE POSITIONING.

- 1) CONTROL STATION "RABBIT"  
NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE STAMPED "RABBIT", HORIZONTAL ORDER = SECOND, HORIZONTAL DATUM IS MAD 83, LATITUDE 33°56'02.27171"N (GRID 2284367.502, GROUND 2284584.7073) AND LONGITUDE 117°02'03.12956"W (GRID 6323791.935, GROUND 6324393.2146)
- 2) CONTROL STATION "REST"  
NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" HORIZONTAL ORDER = SECOND, VERTICAL ORDER = FIRST, CLASS II HORIZONTAL DATUM IS MAD 83, LATITUDE 33°57'26.63058"N (GRID 2292882.287, GROUND 2293080.2815) AND LONGITUDE 117°01'11.02542"W (GRID 6328245.054, GROUND 6328846.7656)
- 3) MAP BASE DATUM  
A) MEAN SCALE FACTOR IS 1.00001314  
B) MEAN ELEVATION IS 2386.920 FEET, NAVD 88  
C) MEAN SEAL LEVEL REDUCTION FACTOR 0.999891.788  
D) Epoch 1991.35  
E) MAP COMBINATION FACTOR IS 0.999904925.  
F) MAPPING ANGLE AT STA. "REST" IS: -00°25'22.73"

**EASEMENT DEDICATIONS:**

- EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR SEWER CONSTRUCTION AND MAINTENANCE IN FAVOR OF THE CITY OF BEAUMONT DEDICATED HEREON.
- EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR STORM DRAIN CONSTRUCTION AND MAINTENANCE PURPOSES DEDICATED HEREON.
- EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR STORM DRAIN EMERGENCY OVERFLOW PURPOSES DEDICATED HEREON.
- 50' EASEMENT IN FAVOR OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS MAP FOR ACCESS PURPOSES DEDICATED HEREON.
- 40' EASEMENT IN FAVOR OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, FOR GOLF CART TUNNEL PURPOSES DEDICATED HEREON.
- EASEMENT IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT FOR WATER FACILITY PURPOSES DEDICATED HEREON.

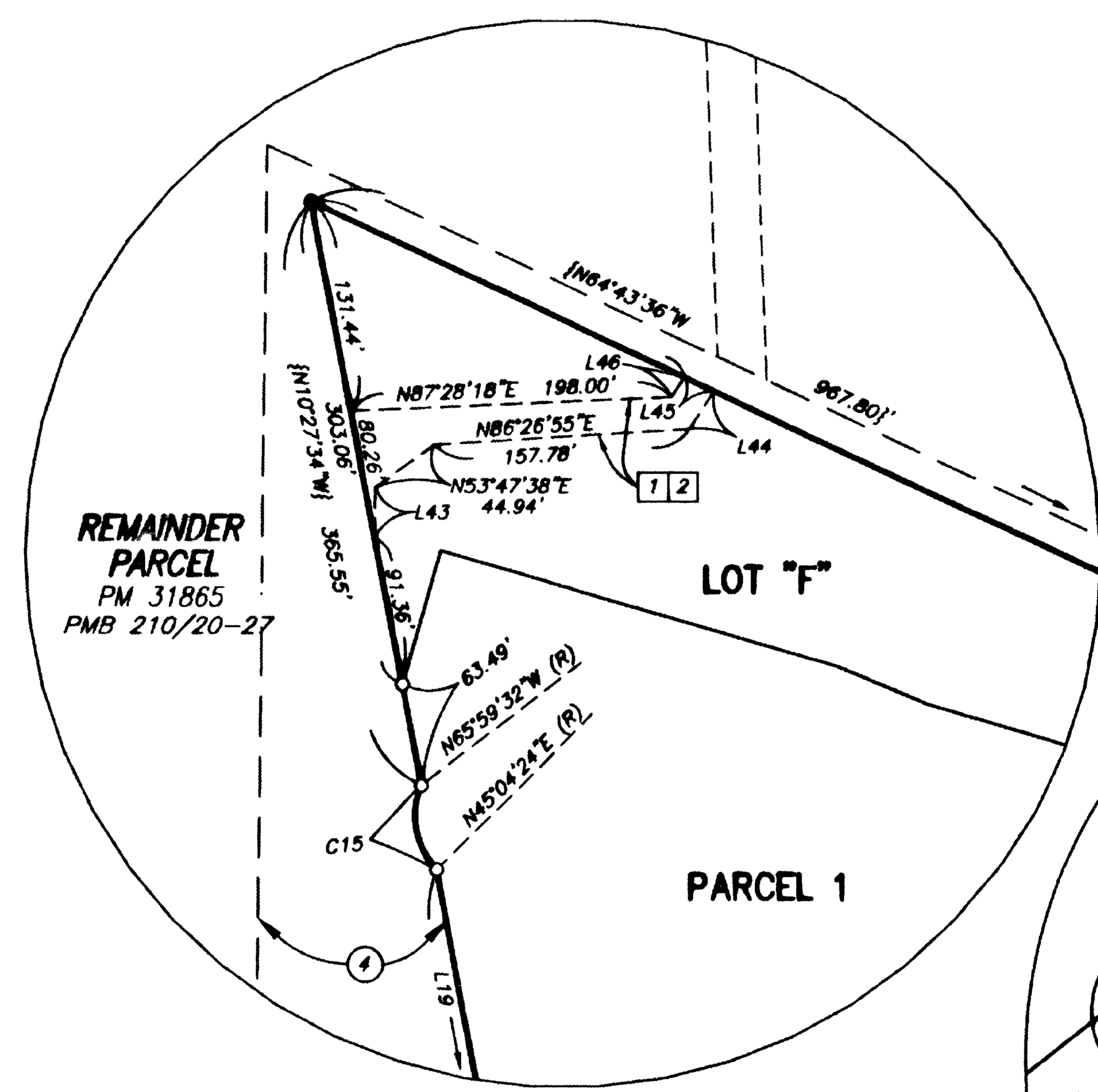
**EASEMENT NOTES:**

- APPROXIMATE LOCATION OF A 30 FOOT WIDE UTILITY EASEMENT PER DOCUMENT RECORDED DECEMBER 6, 2007, AS INSTRUMENT NO. 2007-0732584, O.R.
- APPROXIMATE LOCATION OF A 60 FOOT WIDE UTILITY EASEMENT PER DOCUMENT RECORDED DECEMBER 6, 2007, AS INSTRUMENT NO. 2007-0732584, O.R.
- APPROXIMATE LOCATION OF A GOLF COURSE USE EASEMENT PER DOCUMENT RECORDED DECEMBER 6, 2007, AS INSTRUMENT NO. 2007-0732584, O.R.
- APPROXIMATE LOCATION OF A GRADING AND ACCESS EASEMENT PER DOCUMENT RECORDED DECEMBER 6, 2007, AS INSTRUMENT NO. 2007-0732584, O.R.
- APPROXIMATE LOCATION OF A 20 FOOT WIDE UTILITY EASEMENT PER DOCUMENT RECORDED DECEMBER 6, 2007, AS INSTRUMENT NO. 2007-0732584, O.R.
- A EXISTING EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF, AND ACCESS TO STORM DRAIN AND DRAINAGE FACILITIES OVER, UNDER AND ACROSS THE REAL PROPERTY IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP 32776 PER PMB 216/47-52.
- A EXISTING EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF, AND ACCESS TO SEWER FACILITIES OVER, UNDER AND ACROSS THE REAL PROPERTY IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN ON PARCEL MAP 32776, PER PMB 216/47-52.
- SOUTHERN CALIFORNIA SECTION OF PROFESSIONAL GOLFER'S ASSOCIATION-OWNERS OF AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED 12/28/2000, AS INSTRUMENT NO. 516796 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
- REDLANDS AND YUCAIPA VALLEY WATER COMPANY, HOLDER OF WATER RIGHTS PER DEED R RECORDED IN BOOK 373, PAGE 56, OF DEEDS, RECORDS OF RIVERSIDE COUNTY. THE EXACT LOCATION OR EXTENT OF EASEMENT IS NOT PLOTTABLE

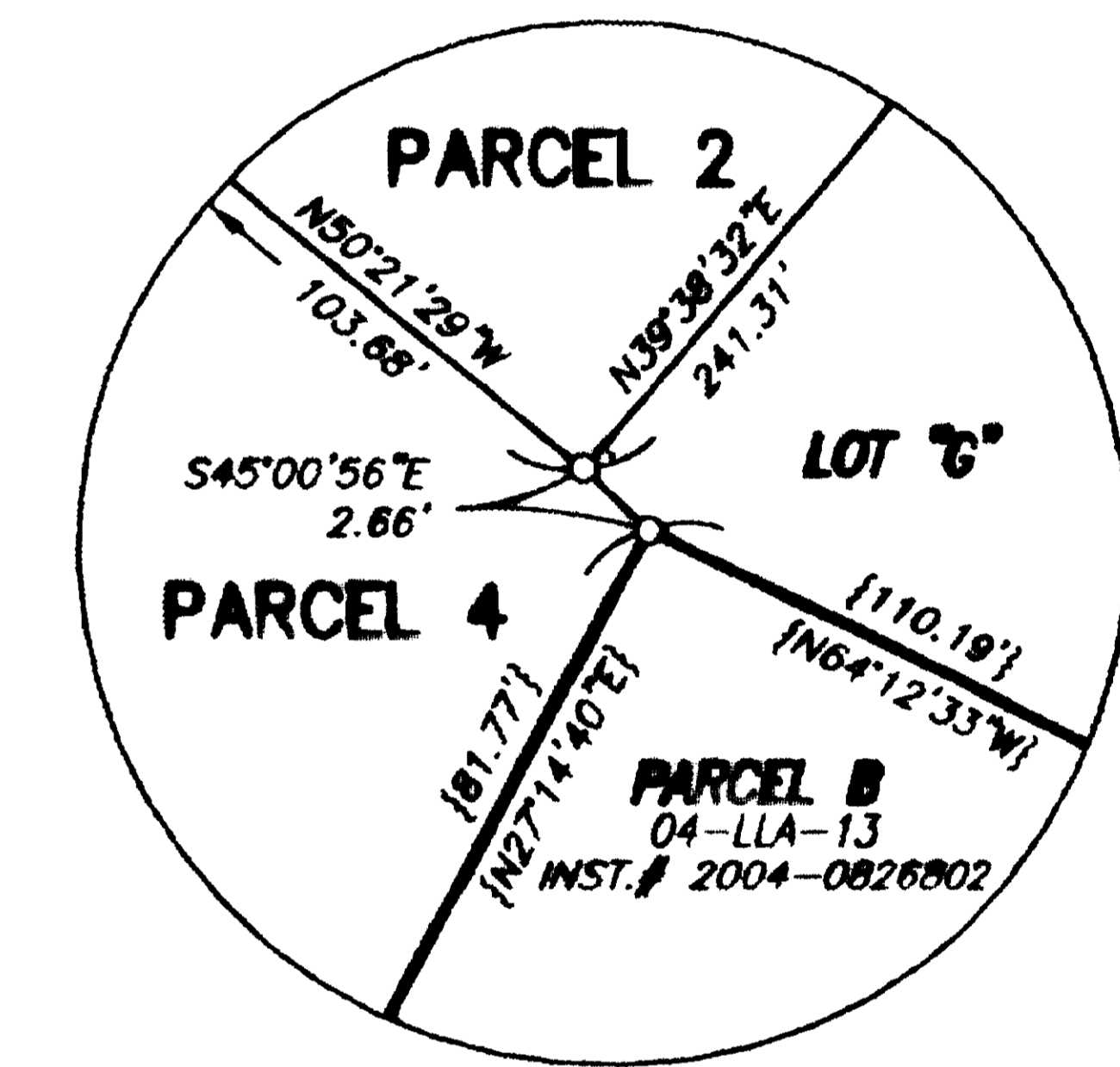
CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	TANGENT
(C1)	140.00'	141°52'12"	346.65'	405.10'
(C2)	900.00'	29°28'34"	483.01'	236.75'
(C3)	46.00'	145°24'16"	116.74'	147.71'
(C4)	1200.00'	17°13'56"	360.91'	181.83'
(C5)	574.16'	14°12'24"	142.36'	71.55'
(C6)	380.00'	63°18'37"	419.89'	234.28'
(C7)	47.00'	184°50'27"	151.63'	-
(C8)	1000.00'	17°51'01"	311.55'	157.04'
(C9)	420.00'	4°28'04"	32.75'	16.38'
(C10)	579.50'	7°53'02"	79.74'	39.93'
(C11)	140.00'	25°54'45"	63.32'	32.21'
(C12)	141.00'	151°22'33"	372.52'	552.88'
(C13)	140.00'	51°53'19"	126.79'	68.11'
(C14)	115.00'	162°11'27"	325.54'	733.98'
(C15)	47.00'	68°56'04"	56.55'	32.26'
(C16)	1100.00'	23°44'01"	455.65'	231.14'
(C17)	1280.89'	5°39'04"	126.33'	83.22'
(C18)	545.64'	15°20'34"	146.11'	73.50'
(C19)	533.75'	46°24'28"	432.32'	228.81'
(C20)	485.00'	35°12'03"	297.97'	153.85'
(C21)	425.00'	38°01'59"	282.12'	146.48'
(C22)	400.00'	38°03'05"	285.65'	137.93'
(C23)	300.00'	10°10'53"	53.31'	26.73'
(C24)	325.00'	69°08'17"	392.17'	223.94'
(C25)	425.00'	8°54'37"	66.09'	33.11'
(C26)	698.00'	1°43'04"	20.93'	10.46'
(C27)	608.00'	39°47'07"	422.19'	220.00'
(C28)	900.00'	34°42'39"	545.24'	281.27'
(C29)	746.00'	56°26'58"	734.98'	400.42'
((C30))	1100.00'	25°44'30"	494.20'	251.34'

LINE TABLE		
LINE #	LENGTH	DIRECTION
(L1)	92.28'	N47°27'43"E
(L2)	282.83'	N70°37'21"W
(L3)	152.92'	N29°50'19"E
(L4)	57.89'	N86°51'04"W
(L5)	299.70'	N9°13'17"E
(L6)	428.03'	N89°33'20"W
(L7)	228.47'	N51°50'43"E
(L8)	151.79'	N71°42'19"W
(L9)	86.99'	N10°37'44"W
(L10)	58.09'	N38°54'00"E (R)
(L11)	82.87'	N29°35'29"E (R)
(L12)	50.15'	N0°14'00"W
(L13)	188.12'	N10°33'30"E
(L14)	175.65'	N74°34'25"E
(L15)	80.22'	N20°17'14"W
(L16)	14.32'	N20°17'14"W
(L17)	175.39'	N74°34'25"E
(L18)	172.27'	N46°52'17"W
(L19)	183.35'	N10°27'34"W
(L20)	---	---
(L21)	---	---
(L22)	385.55'	N10°27'34"W
(L23)	197.44'	N62°21'25"W

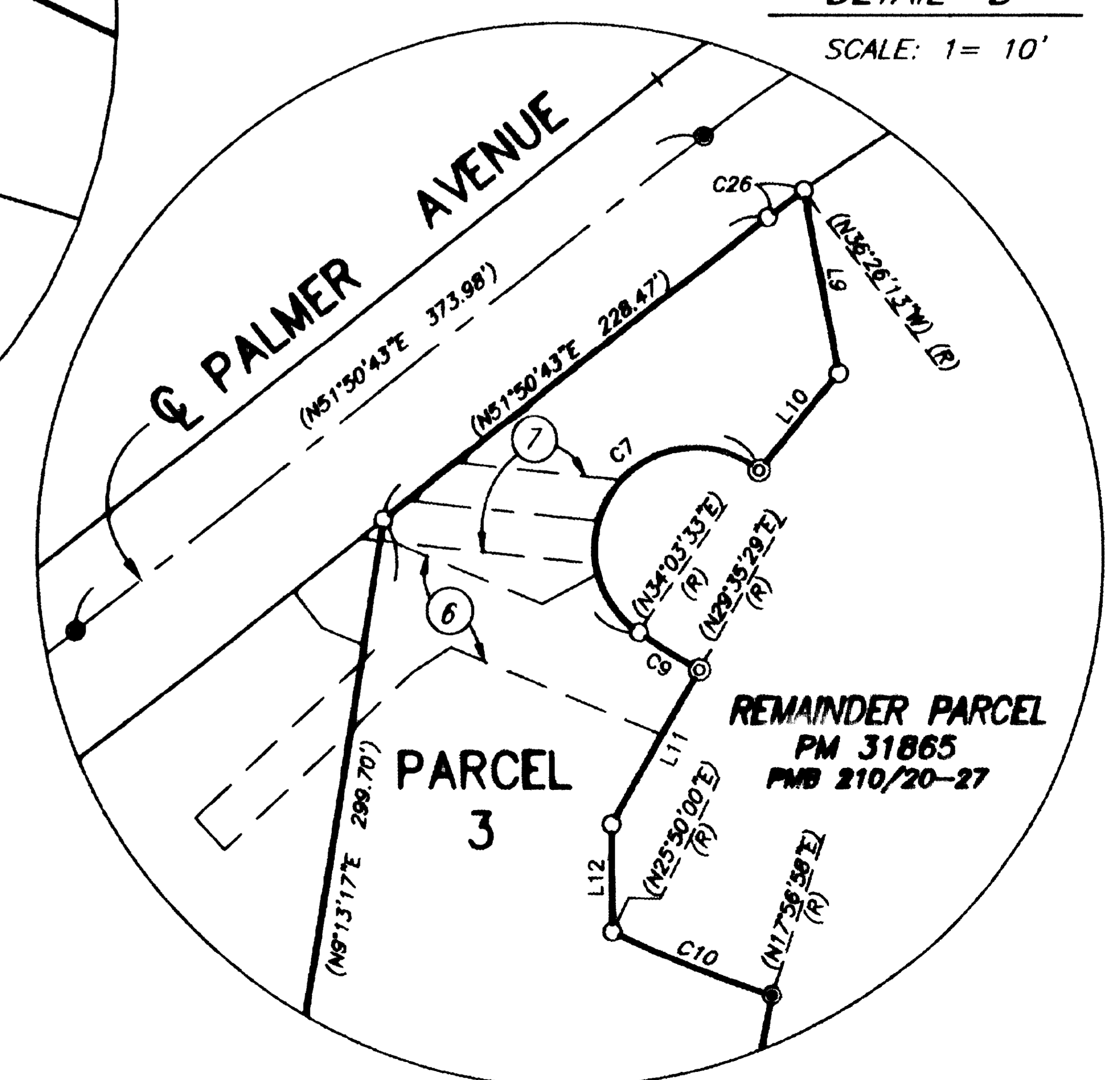
LINE TABLE		
LINE #	LENGTH	DIRECTION
(L24)	52.00'	N89°06'56"W (R)
(L25)	88.30'	N87°15'00"W
(L26)	13.80'	N48°40'32"E
(L27)	63.89'	N85°27'28"E
(L28)	177.33'	N83°53'05"W
(L29)	166.27'	N84°53'19"W
(L30)	179.18'	N87°18'31"W
(L31)	42.96'	N69°24'36"E
(L32)	110.19'	N64°12'33"W
(L33)	54.75'	N89°32'38"W (R)
(L34)	224.72'	N8°21'59"E (R)
(L35)	52.00'	N85°22'55"W (R)
((L36))	473.97'	N39°38'25"W
(L37)	480.41'	N46°46'15"E
(L38)	382.87'	N86°33'22"E
(L39)	373.98'	N51°50'43"E
((L40))	709.05'	N50°21'35"E
((L41))	274.91'	N50°21'35"E
(L42)	---	---
(L43)	31.83'	N1°15'21"E
(L44)	27.46'	N32°50'09"E
(L45)	20.18'	N64°43'36"W
(L46)	14.48'	N32°50'09"E



DETAIL "C"  
SCALE: 1 = 100'



DETAIL "B"  
SCALE: 1 = 10'

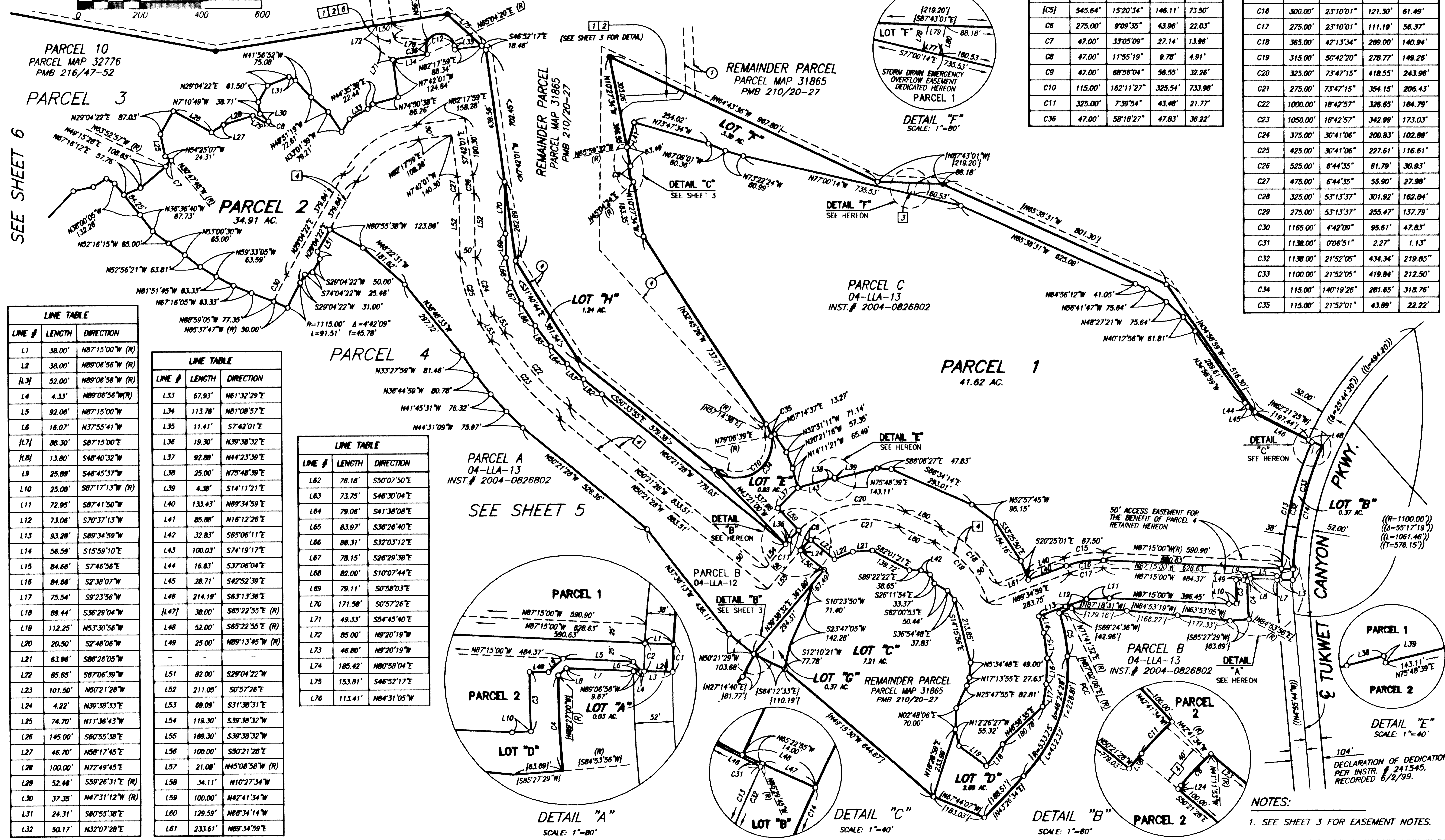
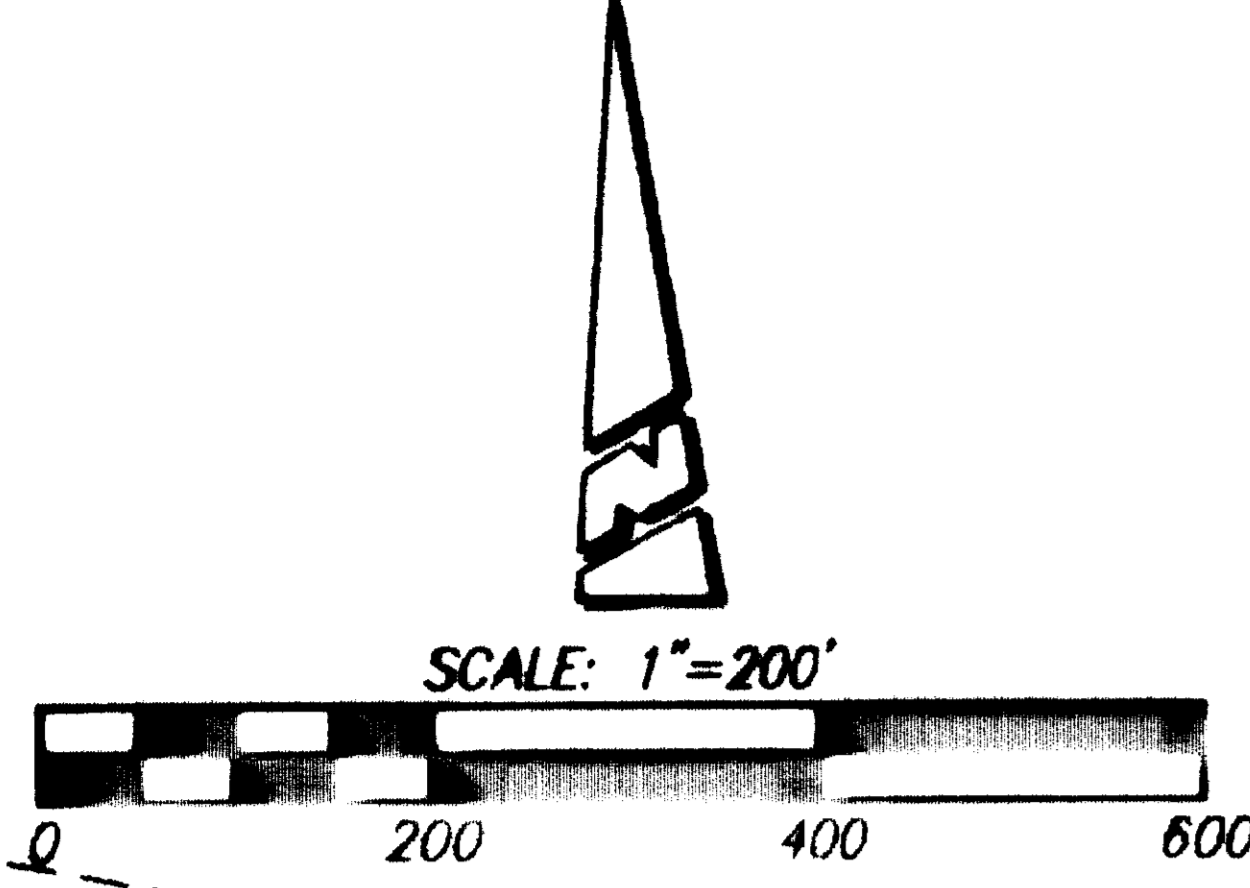


DETAIL "A"  
SCALE: 1 = 80'

# PARCEL MAP NO. 32775

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 BEING A SUBDIVISION OF PARCEL 10 OF PARCEL MAP NO. 32776 FILED IN BOOK 216 OF PARCEL MAPS, PAGES 47 THROUGH 52 INCLUSIVE, AND PARCEL 29 OF LOT LINE ADJUSTMENT NO. 04-LLA-12 RECORDED OCTOBER 19, 2004 AS INSTRUMENT NO. 2004-0826802 AND PARCELS 7A AND 7B OF LOT LINE ADJUSTMENT NO. 04-LLA-13 RECORDED OCTOBER 19, 2004 AS INSTRUMENT NO. 2004-0826803, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTIONS 35, 36 OF TOWNSHIP 2 SOUTH, RANGE 2 WEST, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PROACTIVE ENGINEERING CONSULTANTS WEST MARCH 2014



**CURVE TABLE**

CURVE #	RADIUS	DELTA	LENGTH	TANGENT
C1	1100.00'	1°51'56"	35.82'	17.91'
C2	1138.00'	1°51'56"	37.05'	18.53'
C3	1288.00'	3°29'02"	78.32'	39.17'
[C4]	1280.89'	5°39'04"	126.33'	63.22'
[C5]	545.64'	15°20'34"	148.11'	73.50'
C6	275.00'	9°09'35"	43.96'	22.03'
C7	47.00'	33°05'09"	27.14'	13.96'
C8	47.00'	11°55'19"	9.78'	4.91'
C9	47.00'	68°56'04"	56.55'	32.26'
C10	115.00'	162°11'27"	325.54'	733.98'
C11	325.00'	7°38'54"	43.48'	21.77'
C36	47.00'	58°18'27"	47.83'	38.22'

**CURVE TABLE**

CURVE #	RADIUS	DELTA	LENGTH	TANGENT
C12	47.00'	197°13'39"	161.79'	310.27'
C13	1138.00'	21°45'14"	432.07'	218.67'
[C14]	1100.00'	23°44'01"	455.65'	231.14'
C15	325.00'	23°10'01"	131.41'	66.62'
C16	300.00'	23°10'01"	121.30'	61.49'
C17	275.00'	23°10'01"	111.19'	56.37'
C18	365.00'	42°13'34"	289.00'	140.94'
C19	315.00'	50°42'20"	278.77'	149.26'
C20	325.00'	73°47'15"	418.55'	243.96'
C21	275.00'	73°47'15"	354.15'	206.43'
C22	1000.00'	18°42'57"	326.65'	164.79'
C23	1050.00'	18°42'57"	342.99'	173.03'
C24	375.00'	30°41'06"	200.83'	102.89'
C25	425.00'	30°41'06"	227.61'	116.61'
C26	525.00'	6°44'35"	61.79'	30.93'
C27	475.00'	6°44'35"	55.90'	27.98'
C28	325.00'	53°13'37"	301.92'	162.04'
C29	275.00'	53°13'37"	255.47'	137.79'
C30	1165.00'	4°42'09"	95.61'	47.83'
C31	1138.00'	0°06'51"	2.27'	1.13'
C32	1138.00'	21°52'05"	434.34'	219.65"
C33	1100.00'	21°52'05"	419.84'	212.50'
C34	115.00'	140°19'26"	281.65'	318.76'
C35	115.00'	21°52'01"	43.89'	22.22'

**LINE TABLE**

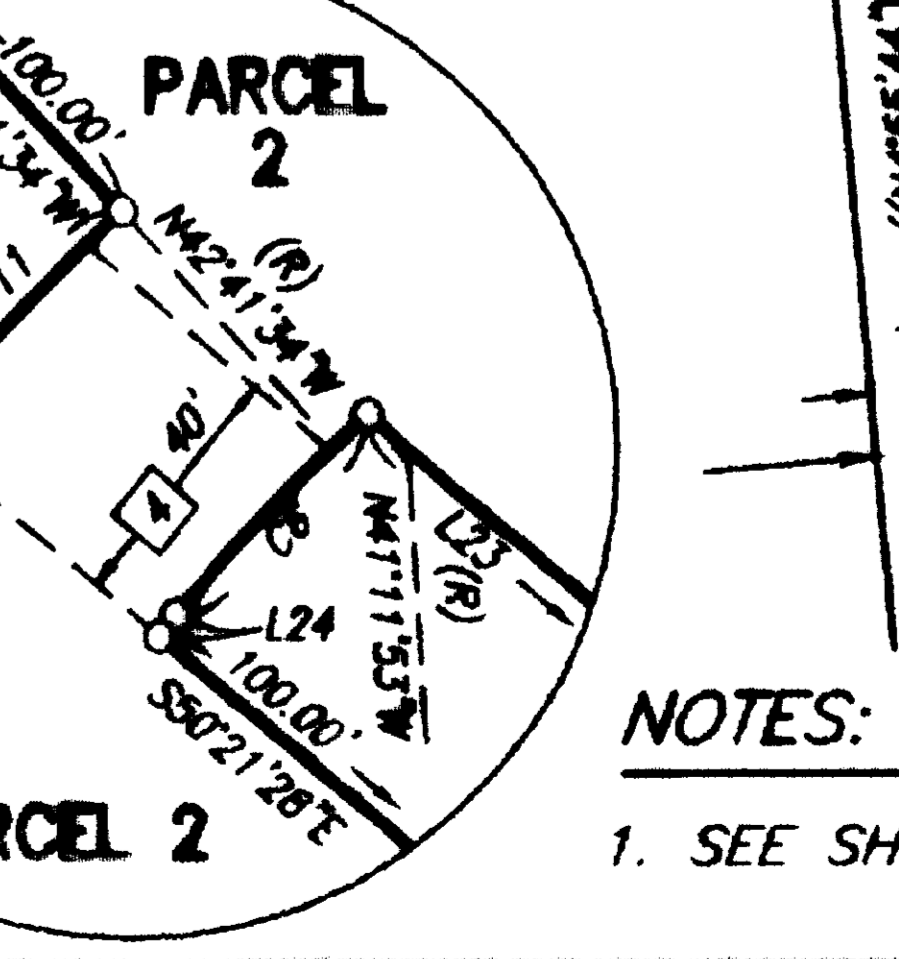
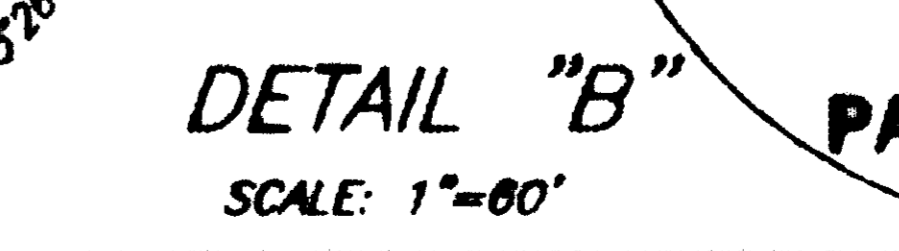
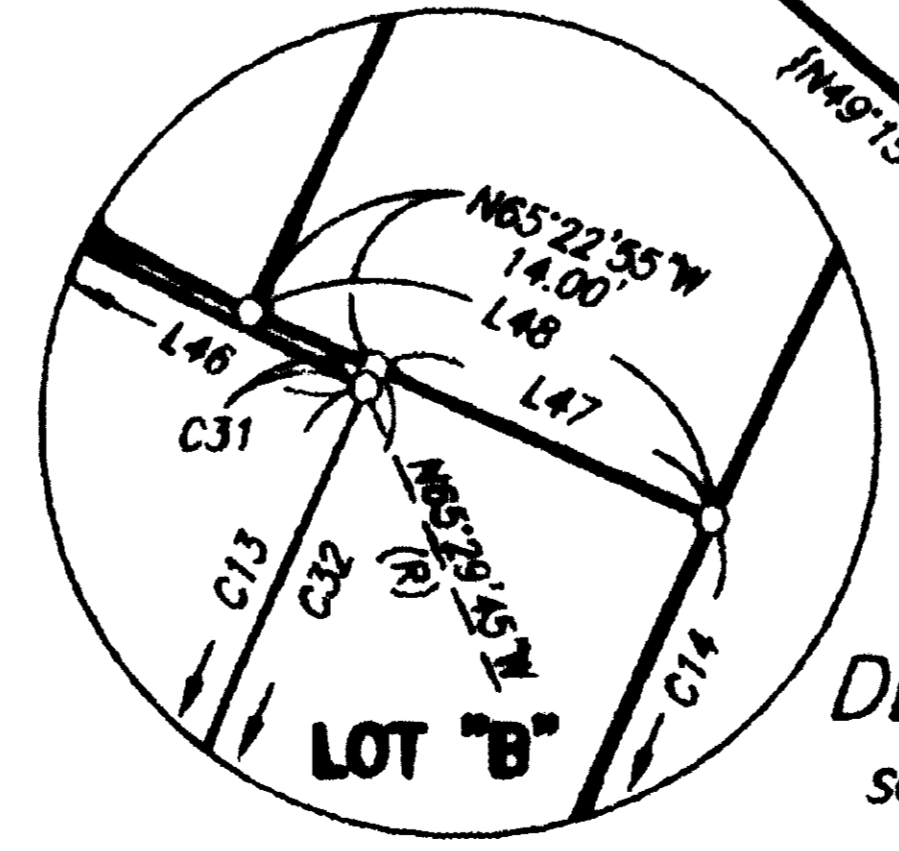
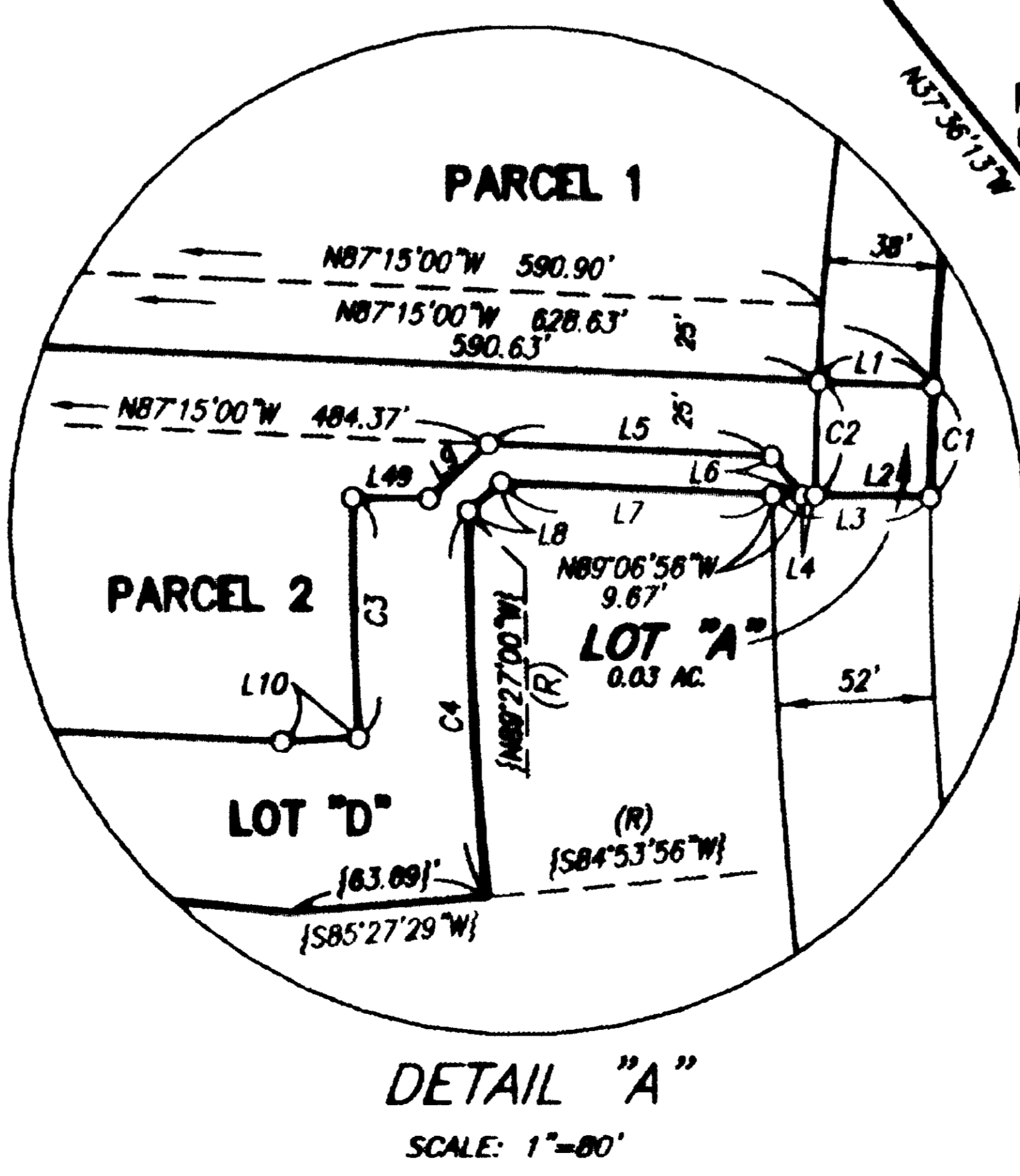
LINE #	LENGTH	DIRECTION
L1	38.00'	N87°15'00"W (R)
L2	38.00'	N89°06'56"W (R)
[L3]	52.00'	N89°06'56"W (R)
L4	4.33'	N89°06'56"W (R)
L5	92.06'	N87°15'00"W
L6	16.07'	N37°55'41"W
[L7]	88.30'	S87°15'00"E
[L8]	13.80'	S48°40'32"W
L9	25.89'	S48°45'37"W
L10	25.00'	S87°17'13"W (R)
L11	72.95'	S87°41'50"W
L12	73.06'	S70°37'13"W
L13	93.28'	S89°34'59"W
L14	56.59'	S15°59'10"E
L15	84.66'	S7°46'56"E
L16	84.66'	S2°38'07"W
L17	75.54'	S9°23'56"W
L18	89.44'	S36°29'04"W
L19	112.25'	N53°30'56"W
L20	20.50'	S2°48'06"W
L21	63.96'	S86°26'05"W
L22	65.65'	S87°06'39"W
L23	101.50'	N80°21'28"W
L24	4.22'	N39°38'33"E
L25	74.70'	N11°36'43"W
L26	145.00'	S80°55'38"E
L27	46.70'	N58°17'45"E
L28	100.00'	N72°49'45"E
L29	52.46'	S59°26'31"E (R)
L30	37.35'	N47°31'12"W (R)
L31	24.31'	S80°55'38"E
L32	50.17'	N32°07'28"E

**LINE TABLE**

LINE #	LENGTH	DIRECTION
L33	67.93'	N61°32'29"E
L34	113.78'	N81°08'57"E
L35	11.41'	S7°42'01"E
L36	19.30'	N39°38'32"E
L37	92.88'	N44°23'39"E
L38	25.00'	N75°48'39"E
L39	4.38'	S14°11'21"E
L40	133.43'	N89°34'59"E
L41	85.86'	N16°12'26"E
L42	32.83'	S65°06'11"E
L43	100.03'	S74°19'17"E
L44	16.83'	S37°06'04"E
L45	28.71'	S42°52'39"E
L46	214.19'	S63°13'36"E
[L47]	38.00'	S65°22'55"E (R)
L48	50.00'	S65°22'55"E (R)
L49	25.00'	N89°13'45"W (R)
L50	82.00'	S29°04'22"W
L51	211.05'	S0°57'26"E
L52	69.09'	S31°38'31"E
L53	119.30'	S39°38'32"W
L54	168.30'	S39°38'32"W
L55	100.00'	S50°21'28"E
L56	21.08'	N45°08'58"W (R)
L57	34.11'	N10°27'34"W
L58	100.00'	N42°41'34"W
L59	129.59'	N86°34'14"W
L60	233.61'	N89°34'59"E

**LINE TABLE**

LINE #	LENGTH	DIRECTION
L62	78.18'	S50°07'50"E
L63	73.75'	S46°30'04"E
L64	79.06'	S41°38'08"E
L65	83.97'	S36°26'40"E
L66	88.31'	S32°03'12"E
L67	78.15'	S26°29'38"E
L68	82.00'	S10°07'44"E
L69	79.11'	S0°58'03"E
L70	171.58'	S0°57'26"E
L71	49.33'	S54°45'40"E
L72	85.00'	N9°20'19"W
L73	46.80'	N9°20'19"W
L74	185.42'	N80°58'04"E
L75	153.81'	S46°52'17"E
L76	113.41'	N84°31'05"W



NOTES:  
 1. SEE SHEET 3 FOR EASEMENT NOTES.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 5 OF 6 SHEETS

# PARCEL MAP NO. 32775

BEING A SUBDIVISION OF PARCEL 10 OF PARCEL MAP NO. 32776 FILED IN BOOK 216 OF PARCEL MAPS, PAGES 47 THROUGH 52 INCLUSIVE, AND PARCEL "B" OF LOT LINE ADJUSTMENT NO. 04-LLA-12 RECORDED OCTOBER 19, 2004 AS INSTRUMENT NO. 2004-0826802 AND PARCELS "A" AND "C" OF LOT LINE ADJUSTMENT NO. 04-LLA-13 RECORDED OCTOBER 19, 2004 AS INSTRUMENT NO. 2004-0826803, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTIONS 35, 36 OF TOWNSHIP 2 SOUTH, RANGE 2 WEST, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PROACTIVE ENGINEERING CONSULTANTS WEST

MARCH 2014

PARCEL 3

PARCEL 2

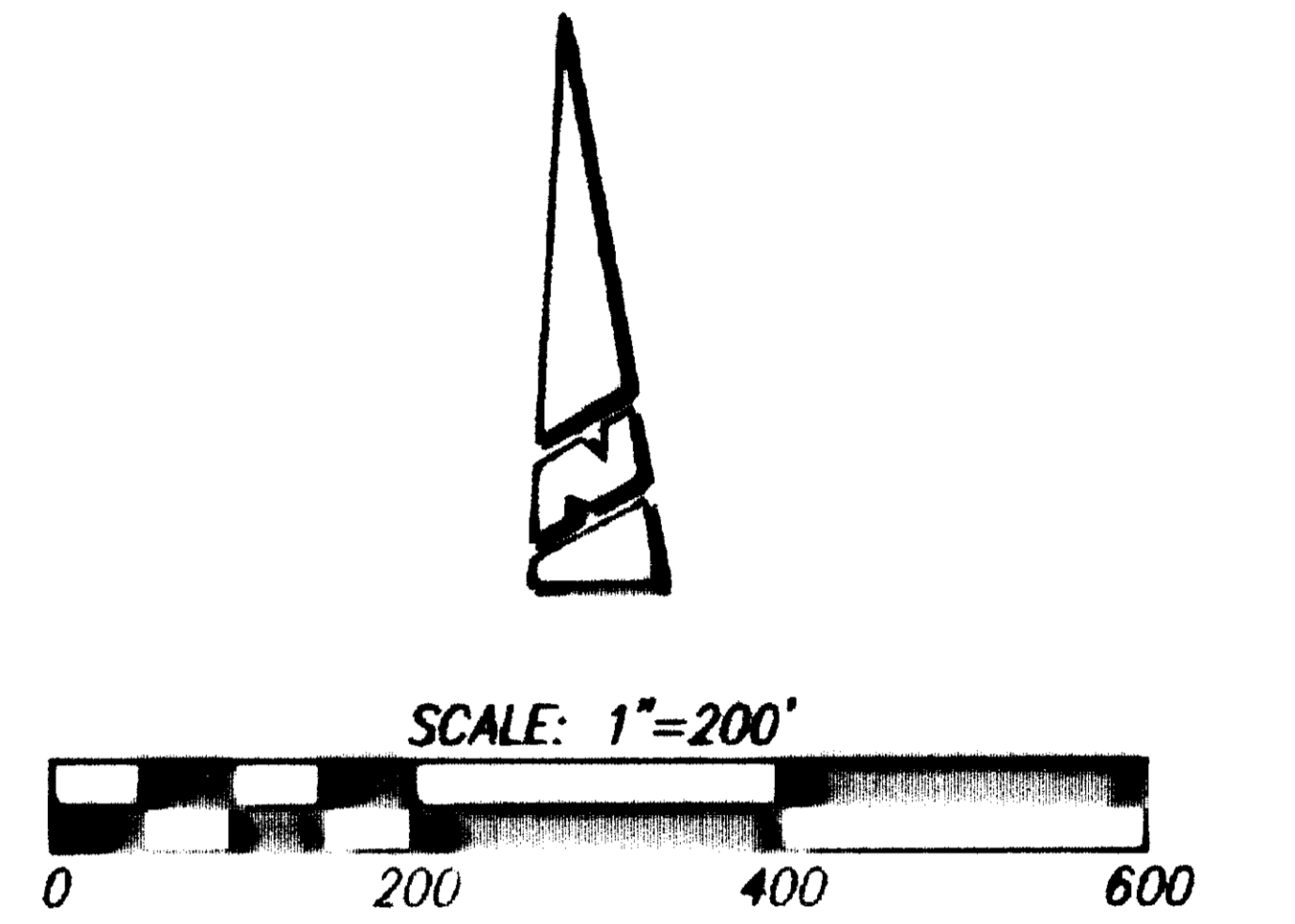
SEE SHEET 4

PARCEL 2

PARCEL 10  
PARCEL MAP NO. 32776  
PMB 216/ 47-52

SEE SHEET 6

PARCEL B  
04-LLA-12  
INST# 2004-0826802



PARCEL 4

AC. NET = 111.08 AC.

LOT "G"

DETAIL "B"  
SEE SHEET 3

LOT "C"

REMAINDER PARCEL  
PM 31865  
PMB 210/20-27

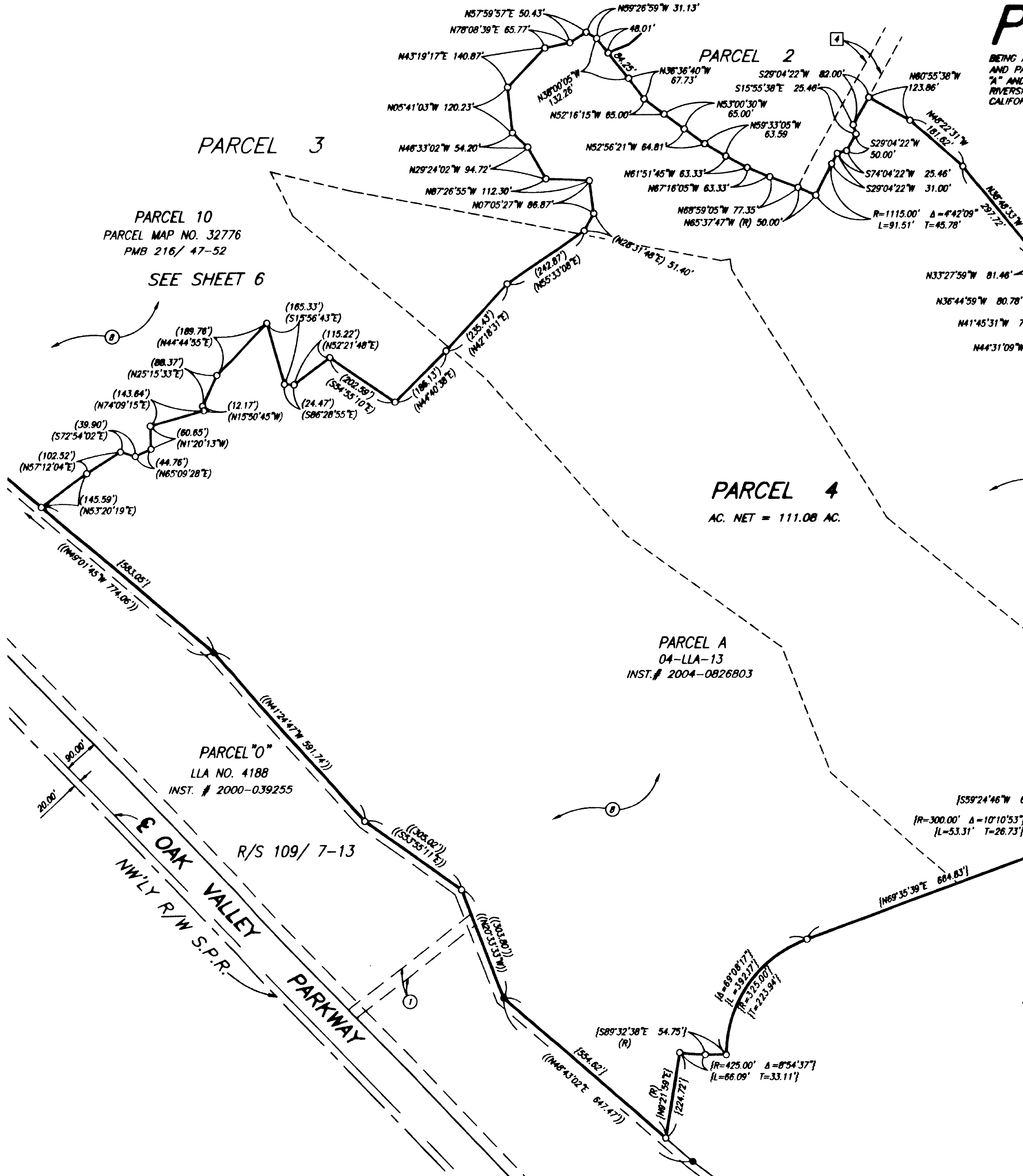
PARCEL A  
04-LLA-13  
INST.# 2004-0826803

PARCEL A  
04-LLA-13  
INST.# 2004-0826803

PARCEL "O"  
LLA NO. 4188  
INST.# 2000-039255

R/S 109/ 7-13

E OAK VALLEY PARKWAY  
NWLY R/W S.P.R.



IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 6 OF 6 SHEETS

# PARCEL MAP NO. 32775

BEING A SUBDIVISION OF PARCEL 10 OF PARCEL MAP NO. 32775 FILED IN BOOK 216 OF PARCEL MAPS, PAGES 47 THROUGH 52 INCLUSIVE, AND PARCEL "B" OF LOT LINE ADJUSTMENT NO. 04-LLA-12 RECORDED OCTOBER 19, 2004 AS INSTRUMENT NO. 2004-0826802 AND PARCELS "A" AND "C" OF LOT LINE ADJUSTMENT NO. 04-LLA-13 RECORDED OCTOBER 19, 2004 AS INSTRUMENT NO. 2004-0826803, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTIONS 35, 38 OF TOWNSHIP 2 SOUTH, RANGE 2 WEST, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PROACTIVE ENGINEERING CONSULTANTS WEST

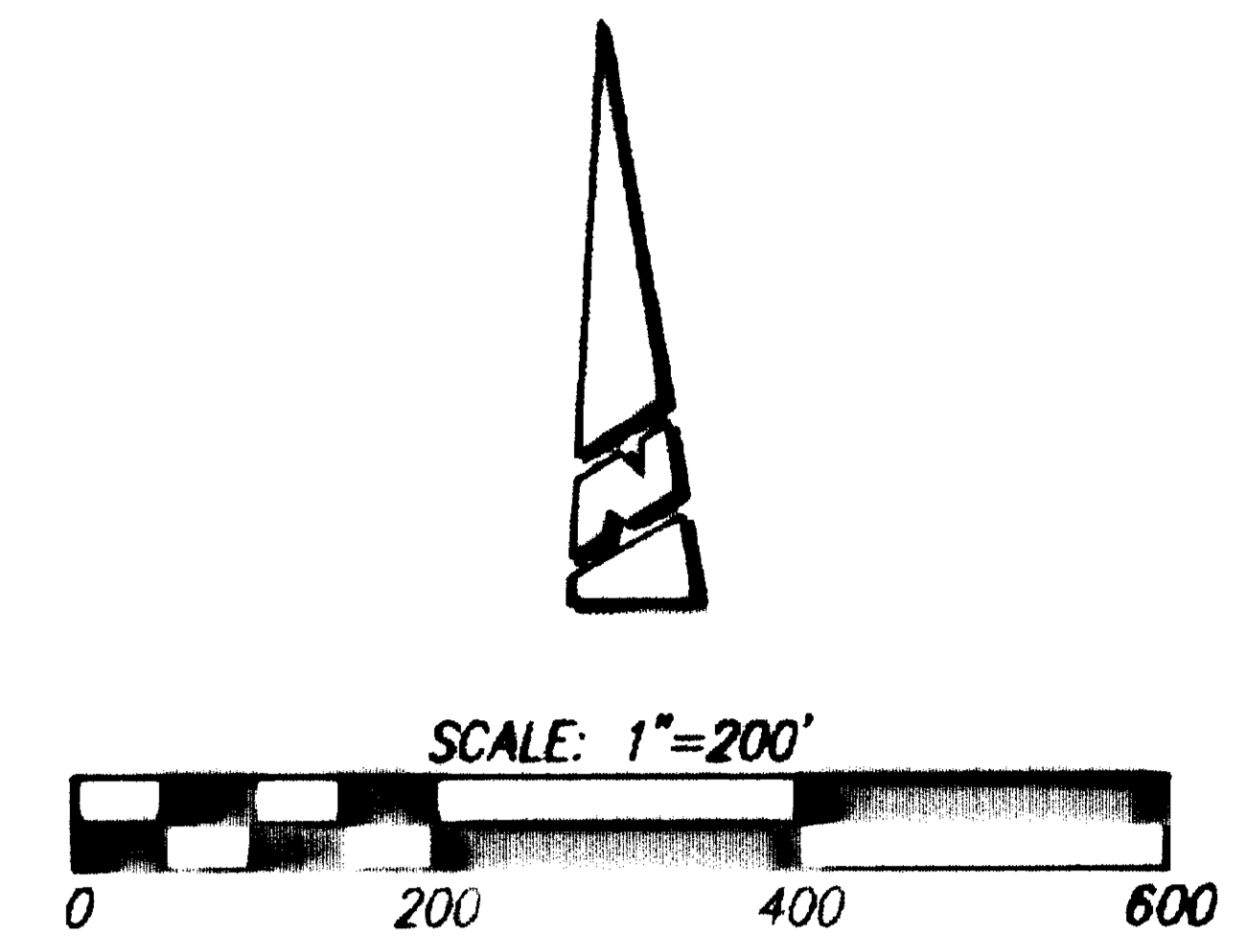
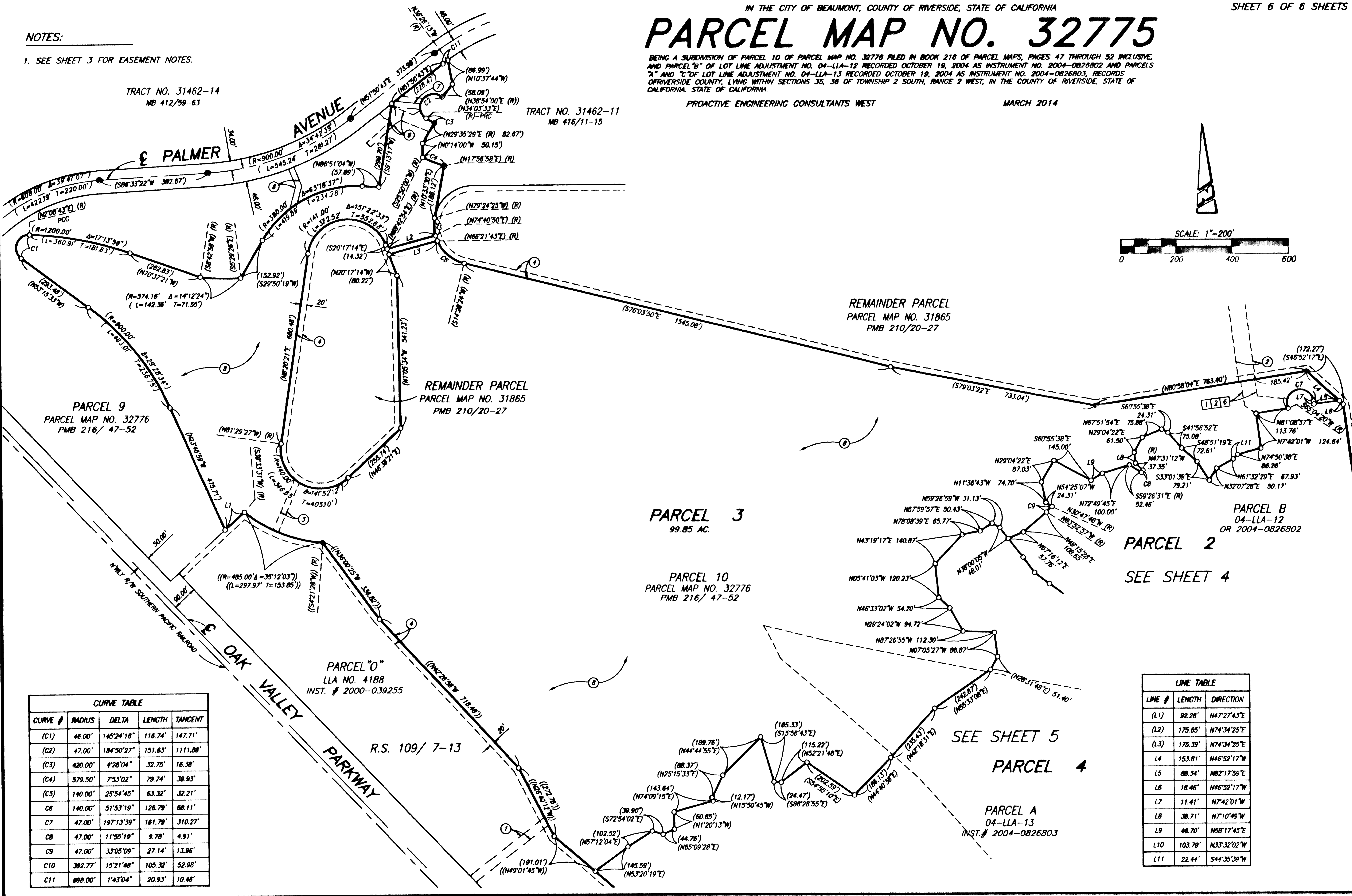
MARCH 2014

**NOTES:**

1. SEE SHEET 3 FOR EASEMENT NOTES.

TRACT NO. 31462-14  
MB 412/59-63

TRACT NO. 31462-11  
MB 416/11-15



CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	TANGENT
(C1)	48.00'	145°24'18"	116.74'	147.71'
(C2)	47.00'	184°50'27"	151.63'	1111.88'
(C3)	420.00'	4°28'04"	32.75'	16.38'
(C4)	579.50'	7°53'02"	79.74'	39.93'
(C5)	140.00'	25°54'45"	63.32'	32.21'
(C6)	140.00'	51°53'19"	126.79'	68.11'
(C7)	47.00'	197°13'39"	161.79'	310.27'
(C8)	47.00'	11°55'19"	9.78'	4.91'
(C9)	47.00'	33°05'09"	27.14'	13.96'
(C10)	392.77'	15°21'48"	105.32'	52.98'
(C11)	688.00'	1°43'04"	20.93'	10.46'

LINE TABLE		
LINE #	LENGTH	DIRECTION
(L1)	92.28'	N47°27'43"E
(L2)	175.65'	N74°34'25"E
(L3)	175.39'	N74°34'25"E
(L4)	153.81'	N46°52'17"W
(L5)	88.34'	N82°17'59"E
(L6)	18.46'	N46°52'17"W
(L7)	11.41'	N7°42'01"W
(L8)	38.71'	N7°10'49"W
(L9)	46.70'	N58°17'45"E
(L10)	103.79'	N33°32'02"W
(L11)	22.44'	S44°35'39"W

**PARCEL 3**  
99.85 AC.

**PARCEL 10**  
PARCEL MAP NO. 32776  
PMB 216/ 47-52

**PARCEL B**  
04-LLA-12  
OR 2004-0826802

**PARCEL 2**  
SEE SHEET 4

SEE SHEET 5  
**PARCEL 4**

**PARCEL A**  
04-LLA-13  
INST.# 2004-0826803



**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:**  
(Document exempt from recording fees  
pursuant to Cal. Gov. Code § 6103 & §27383)

**CITY OF BEAUMONT**  
550 East 6<sup>th</sup> Street  
Beaumont, CA 92223

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: LISA #580

---

Space above this line for recorder's office use only

**CERTIFICATE OF CORRECTION  
(Monument Substitution-Parcel Map 32775)**

I, Miguel A. Villaseñor, certify that I am a Licensed Land Surveyor of the State of California; Parcel Map No. 32775 was prepared by Rebecca Winn, L.S. 7699 and filed in Book 237 of Parcel Maps, at Pages 79 through 84, inclusive, in the office of the Recorder of Riverside County, California, and that the following corrections to said map are in accordance with Chapter 3, Article 7, Section 66469 through Section 66472.1 of the Subdivision Map Act.

I am the Land Surveyor assuming responsibility for placement of final monuments, in accordance with Chapter 4, Article 9, Section 66498 of the Subdivision Map Act. I hereby certify that the survey was performed by me or under my direction in December, 2017 which verified information contained on sheets 2 through 6, inclusive of said map.

**That the following data shown on said Parcel Map is incorrect as follows:**

**1) SURVEYOR'S NOTES**

○ INDICATES SET 1" I.D. X18" I.P. AND TAG "L.S. 7699", FLUSH (RIV. CO. STD A MON.)

1. SET 1" I.P. AND TAG "L.S. 7699", FLUSH, AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.

2. SET NAIL AND TAG MARKED "L.S. 7699" IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES.

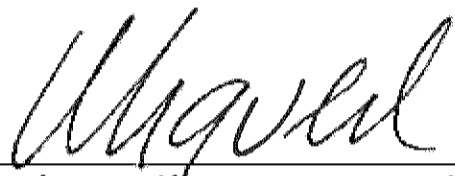
**And is corrected as follows:**

1) SURVEYOR'S NOTES

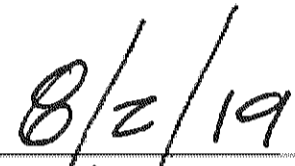
O INDICATES SET 1" I.D. X18" I.P. AND TAG "L.S. 8509", FLUSH (RIV. CO. STD A MON.)

1. SET 1" I.P. AND TAG "L.S. 8509", FLUSH, AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
2. SET NAIL AND TAG MARKED "L.S. 8509" IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES.

The present Fee Title owner(s)/Ownership of the property are not affected by corrections.



Miguel A. Villaseñor, L.S. 8509  
Expires 12/31/2020  
Land Surveyor

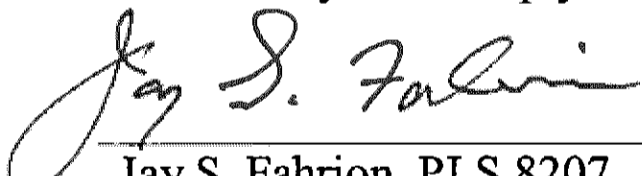


Dated



**CITY SURVEYOR'S CERTIFICATE**

This Certificate of Correction has been examined by the undersigned and discloses that the changes are authorized by and comply with Government Code Section 66469 of the Subdivision Map Act.



Jay S. Fahrion, PLS 8207  
City Surveyor, City of Beaumont



Dated





August 17, 2022

City of Beaumont  
Public Works  
550 E 6<sup>th</sup> Street  
Beaumont, Ca 92223

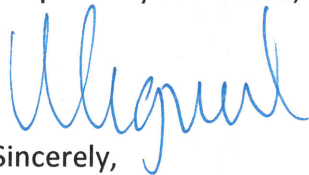
RE: Final Monumentation-Parcel Map No. 32775

Dear Sir or Madam:

As of August 17, 2022, all monuments for the referenced map have been set, are flagged up and awaiting inspection. Proactive Engineering Consultants West, Inc. has been paid in full for their services in this matter.

If you have any questions or need additional information, please do not hesitate to call Miguel A. Villasenor at 951-657-1200.

Respectfully submitted,

  
Sincerely,



Miguel A. Villasenor  
PLS 8509, Expires 12/31/22

Date 08/17/2022

**Re: PW2023-1074, PW2023-1075, PW2023-1076, PW2023-1077 Bond Exonerations**

Miguel Villaseñor &lt;miguel.v@inlandsurveys.com&gt;

Wed 11/15/2023 1:40 PM

To: Richard Godsey <rgodsey@beaumontca.gov>; Adam Brubaker <adamb@pecwest.com>; Cherryl Thompson <cthompson@argentmanagementllc.com>  
Cc: Shelby Bundy <shelbyb@pecwest.com>; Emma Johnson <ejohnson@beaumontca.gov>

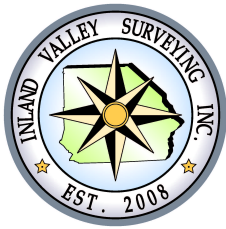
Hi Richard,

There are no centerline ties for Parcel Map 32775 because no centerline monuments were set.

Thank you,

*Miguel Villaseñor - President*

Inland Valley Surveying, Inc.  
130 W. Walnut Ave. Suite A5  
Perris, CA. 92571  
(951)657-1200  
[miguel.v@inlandsurveys.com](mailto:miguel.v@inlandsurveys.com)

Visit us at: [www.inlandvalleysurveying.com](http://www.inlandvalleysurveying.com)

---

**From:** Richard Godsey <rgodsey@beaumontca.gov>**Sent:** Wednesday, November 15, 2023 12:13 PM**To:** Adam Brubaker <adamb@pecwest.com>; Cherryl Thompson <cthompson@argentmanagementllc.com>**Cc:** Shelby Bundy <shelbyb@pecwest.com>; Miguel Villaseñor <miguel.v@inlandsurveys.com>; Emma Johnson <ejohnson@beaumontca.gov>**Subject:** Re: PW2023-1074, PW2023-1075, PW2023-1076, PW2023-1077 Bond Exonerations

Good afternoon Adam,

Can you provide the Centerline Tie sheets for the TR 32775 Monuments please? I need to send these to the inspectors as well.

Thank you,

Richard Godsey, E.I.T.

*Public Works Engineering Development Technician I*

City of Beaumont