

City of Beaumont

550 E. 6th Street Beaumont, CA 92223 (951) 769-8520 www.ci.beaumont.ca.us

Case No. PW2018-0135
Receipt No.
Fee \$ 300.00
Date Paid
Inv. 1989

BOND EXONERATION APPLICATION

Bond 7	Bond Type: Performance Maintenance Final Monument Inspection Other:							
1.	Contact's Name Michael Heishman Phone 451-428-4400							
2.	Contact's Address 1250 Corona Pointe Cout, Steloo, Corona CA 92879 City/State/Zip							
5.	Contact's E-mailmichael.heishman@pacdechemes.com							
3.	Developer Name Pardel Homes Phone <u>151-428-4400</u> (If corporation or partnership application must include names of principal officers or partners)							
4.	Developer Address <u>Same as Abave</u> City/St/Zip							
5.	Description of Bonds (including Bond Number, Tract Map/Application number, File number, and description of improvements covered): Bond #F 82191975, PA 26 Bosin TERFOCMANCE FILE #F 1606							

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.

MICHAEL HEISHMAN Print Name and Sign - Contact/Applicant

12/2/17 Date

Thin Name and Sign – Contact Applicant

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.

12/2/1

Print Name and Sign - Contact/Applicant

MigHAEL HEISHMM



Punch List

Project Name: Sundance PA26 Basin

Tract No. 34862

Basin		PW 2018-0135	Bond No. 82191975	Performance
Inspect	ed By: Alex Stank	0	Page: 1	Date: October 25, 2023
ltem No.	C	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	Provide an upda	ated set of as-builts.	Alex Stanko 11/13/2023	Alex Stanko 11/13/2023
2	Provide landsca	ping plans.	Alex Stanko 11/13/2023	Alex Stanko 11/13/2023
3	per Sheet 14. Ro	maintenance access road bad needs to be cleared of	Alex Stanko	Alex Stanko
	aebris/weeds so	o vehicles can safely access.		,,,

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and <u>Tri Pointe Homes IE-SD, Inc. fka</u>: Pardee (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated <u>August 17, 2010</u>, and identified as <u>Sundance PA 26 Basin</u> is hereby referred to and made a part hereof; and:

WHEREAS, Principal is required under the terms of the agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the agreement.

NOW, THEREFORE, we, the Principal and Federal Insurance Company ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of ______ dollars (\$43,250.00) 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. **Forty-Three Thousand Two Hundred Fifty and no/100 Dollars**

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the agreement and any alteration thereof made as therein provided, on his or its 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 of Beaumont, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the agreement, the obligation of the Principal and surety under this bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Principal or his or its heirs, executors, administrators, successors or assigns, fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Principal remains.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under 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. The Surety waives all rights of subrogation against the City or any person employed by the City.

[signatures on following page]

SIGNED AND SEALED THIS DAY OF	February 20 24 .
(Seal)	(Seal)
SURETY Federal Insurance Company By: <u>Michelle Haase</u>	PRINCIPAL Tri Politite Homes IE-SD Inc. fka: Pardee Homes By:
(Name)	(Name)
Michelle Haase	
(Title)	(Title)
Attorney-in-Fact	
(Address)	(Address)
555 S. Flower Street, 3rd Floor	1250 Corona Point Court, Suite 600
Los Angeles, CA 90071	Corona, CA 92879
213-612-5515	92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange

On FEB 0 8 2024

personally appeared

before me, Janina Monroe, Notary Public (Here insert name and title of the officer)

Michelle Haase

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 ke/she/they executed the same in this/her/their authorized capacity(ies); and that by to so 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.

JANINA MONROE Notary Public - California Orange County Commission # 2406696 av Comm. Expires Jun 25, 2026

Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description	of attached	document	continued)

Number of Pages _____ Document Date

CAPACITY CLAIMED BY THE SIGNER

- □ Individual (s) Corporate Officer
 - (Title)
 - Partner(s)
- Attorney-in-Fact Trustee(s)
- П
 - Other ____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- · State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- · Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /ore) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- · Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this 4 acknowledgment is not misused or attached to a different document.
 - 2 Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary),
- · Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com/860-870-9865

ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County ofRiverside)
On 02/12/2024 Edelmira Gonzales / Notary Public (insert name and title of the officer)
personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature Edunia Gonzally (Seal)

CHUBB'

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint B Aleman, Erin Brown, Sarah Campbell, Sandra Corona, Lisa Crail, D Garcia, Simone Gerhard, Michelle Haase, Jaren A. Marx, Janina Monroe, Emily Newell, Timothy Noonan, Jennifer Ochs, Paul Rodriguez, Aidan Smock, Edward C. Spector, Ethan Spector, Marina Tapia, Charles R. Teter III and KD Wapato of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 13th day of December, 2023.

Down m. Chieros

Dawn M. Chloros, Assistant Secretary



Attp M Han



STATE OF NEW JERSEY County of Hunterdon

SS.

On this 13th day of December, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and ACE AMERICAN INSURANCE COMPANY, MESTCHESTER FIRE INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and Know the corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi NOTARY PUBLIC OF NEW JERSEY No 50202359 Commission Expires August 22,2027

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

- "RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):
 - (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
 - (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
 - (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-infact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be ygeneral type or class of Written Commitments or by specification of one or more particular Written Commitments.
 - (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
 - (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

-) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 8th Day of February, 2024



Drun m. Chlores

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com Sundance PA 26 Basin Pardee Job 70498035

Bond No. 82191975 Premium \$2,379

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and <u>Pardee</u> Homes (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated <u>August 17</u>, 20 10, and identified as project <u>Community Facilities</u> District, Engergy and Water Conservation Agreement, 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 <u>Federal Insurance Company</u> as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of <u>*</u> dollars (\$ 432,500.00) 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. * Four Hundred Thirty-Two Thousand Five Hundred and No/100's

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 December 22, 20 11.

PRINCIPAL:

Parc	lee Homes	
Ву	mAn	
Title John	Arvin, Sr. Vice Presiden	t

SURETY:

Federal Insurance Company By Title Rana Amaya, Attorney-in-Fact

POWER OF ATTORNEY

Federal Insurance Company Vigilant Lasurance Company Pacific Indennity Company

Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, The FEDERAL INSURANCE COMPANY, an Indiana corporation, Vicu Any Russianance COMPANY, a New York corporation, and FACIFIC INDENNITY COMPANY, a Wisconsin corporation, do each basely constitute and appoint Tandie Dalziel, Marc Stuart, Rana Amaya, William A. Bryan and Steven Davison of Los Angeles, California

each as their time and landid attorney. In- Fact to execute under such designation is their names and to affer their corporate scales to and deliver for and on their bahaif as surely thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of bosiness, and any instruments amending or atlanting the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations;

to Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have such executed and effected these presents and effected their corporate seels on this 23° day of FEDILIERY, 2007

Edward J. Reilly, A

Chubb

Screty

STATE OF NEW JERSE

County of Somerset

es E. Altman, Vice Pre

On this 23⁷⁰ day of February, 2007 before the, a Notary Public of New Servey, personally came Edward J. Relly, to ma backer to be Assistent. Selicitary of REDERAL INSURANCE COMPANY, VIGLANT INSURANCE COMPANY, and PACIFIC BUEENNITY COMPANY, the companies which exercised the foreigning Rover of Attorney, and the said Edward J. Relly, being by me duly swom, did depose and say that ha is Assistant Secretary of PEDERAL INSURANCE COMPANY, VIGLANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals allowed to the foregoing Power of Attorney are such corporate seals and were thereto affined by aptionity of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like autionly; and that he is acqualitied with James E. Altman, and knows him to be Vice President of said Companies; and that the signature of James E. Altrian, subscribed to seld Power of Attorney is in the genuine hardwriting of James E. Altrian, and was thereto subscribed by authority of seld By-Laws and in deponent's presence.



Notory Public, Oci. 28, 2003 No. 2231647 Commission Expires

CERTIFICATION

Education the By-Laws of FEDERAL INSURANCE COMPANY, MCRANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY.

"All powers of allowing for and on behalf of the Company may and Shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Societary or an Assistant Secretary, under their respective designations. The signations of such officers may be engineed, primes of Bhographed. The signature of each of the following officers. Chairman, President, any Vice President, any Assistant Vide President, any Secretary, any Assistant Secretary and the seal of the Company may be allowed by tabathile to any power or attempt or to any certificate relating therete appointing Assistant Secretaries or Attempts- in-Fact for purposes only of accuring and establing bands and undertakings and other writings abligation in the native thereof, and any such power of allower or certificate bearing such facsimile signature or localmile seal shall be vaid and binding upon the Company and any which power so executed and certified by such tecentile expression and tecentile seal shall be valid and tringing upon the Company with respect to sure band or undertaking to which it is also hed."

I, Edward J. Rollin, Assidian Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY

(the Companies) do hareby certify that

- the longoing establishe by Laws of the Companies is interand correct.
- this Compaties and duly locased and authorized to susselt surity business in all 50 of the United States of America and the District of Columbia and are Ø autionized by the U.S. Treasury Department; further, Federal and Vigitant are licensed in Pusito Rico and the U.S. Virgin Islands, and Federal is licensed in American Samos, Goam, and sector of the Provinces of Canada except Prince Edward Island; and the foregoing Power of Alloiney is true, correct and in his force and effect.

sheen under my band and seals of said companies at Warren. No this De Cember-22, 2011.



ant Secretary

Calenaddi

Hary Public

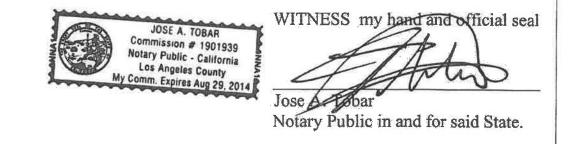
IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3858 e-mail: surety@chubb.cem

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California County of Los Angeles

On <u>December 22, 2011</u>, before me, Jose A. Tobar, Notary Public personally appeared <u>John Arvin and Rana Amaya</u>, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons 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.



- ----OPTIONAL -----

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document:	Performance, Labor & Material Bond – No. 82191975 City of Beaumont Sundance PA 26 Basin
Signers are Representing:	Pardee Homes and Federal Insurance Company
Signer(s) other than named above	:: N/A
	CAPACITY CLAIMED BY SIGNER
Name of Signer(s): Signing as:	John Arvin and Rana Amaya Sr. Vice President, Pardee Homes and Attorney-in-Fact, Federal Insurance Company

Sundance PA 26 Basin Pardee Job 70358019

Bond No. 82191975 Premium (Incl. in Perf.)

EXHIBIT "B"

BOND FOR SECURITY OF LABORERS AND MATERIALMEN

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (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 August 17, 20, 10, and identified as project Community Facilities District Engergy and Water Conservation Agreement, 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

dollars (\$ 432,500.00), 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.

* Four Hundred Thirty-Two Thousand Five Hundred and No/100's

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 December 22, 20 11_.

PRINCIPAL:

	Pard	ee Home	s		
By	XI	hm	4		
Title	John	Arvin,	Sr.	Vice	President

SURETY: Feder al Insurance Company By Title Rana Amaya, Attorney-in-Fact

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California County of Los Angeles

On <u>December 22, 2011</u>, before me, Jose A. Tobar, Notary Public personally appeared John Arvin and Rana Amaya, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons 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

Jose A. Tobar

Notary Public in and for said State.

OPTIONAL

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document:	Performance, Labor & Material Bond – No. 82191975 City of Beaumont Sundance PA 26 Basin
Signers are Representing:	Pardee Homes and Federal Insurance Company
Signer(s) other than named abo	ove: N/A
	CAPACITY CLAIMED BY SIGNER
Name of Signer(s):	John Arvin and Rana Amaya
Signing as:	Sr. Vice President, Pardee Homes and Attorney-in-Fact, Federal Insurance Company

Item	Item Quantity Unit Cost		Total Cost		
Sundance					
Basin conversion to low water usage					
PA 11 Basin (Landscape Completed)					
Installed Low Flow Perforated Pipe	.1	\$	75,000	\$	75,000
Drilling of Recharge Wells	4	\$	25,000	\$	100,000
Installed Inlet Structures	15	\$	750	\$	11,250
Rock Installation	70	\$ \$	150	\$	10,500
Well Lining	4	\$	2,000	\$	8,000
Concrete Mow Curb	250	\$	6	\$	1,500
	COMPLETED	1	Subtotal	\$	206,250
PA 14 Basin					
Install Low Flow Perforated Pipe	1	\$	90,000	\$	90,000
Drilling of Recharge Wells	4	\$	25,000	\$	100,000
Infet Structures	8	\$	750	\$	6,000
Concrete Mow Curb	250	\$	6	\$	1,500
Rock Installation	70	\$.	150	\$	10,500
Well Lining	4	\$	2,000	\$	8,000
Landscape Conversion to Low Usage	1	\$	500,000	\$	500,000.00
	Subtotal		\$	716,000.00	
PA 26 Basin					
Install Low Flow Perforated Pipe	1	\$	55,000	\$	55,000
Drilling of Recharge Wells	4	\$	25,000	\$	100,000
Inlet Structures	10	\$	750	\$	7,500
Concrete Mow Curb	250	\$	6	\$	1,500
Rock Installation	70	\$	150	\$	10,500
Well Lining	4	\$	2,000	\$	8,000
Landscape Conversion to Low Usage	1	\$	250,000	\$	250,000.00
	at 1		Subtotal	\$	432,500.00
Engineering Technical Studies	1	\$	75,000	\$	75,000
			Subtotal	\$	75,000

Cost Estimate forLandscape Conversion and Groundwater Recharge Facilities - Sundance

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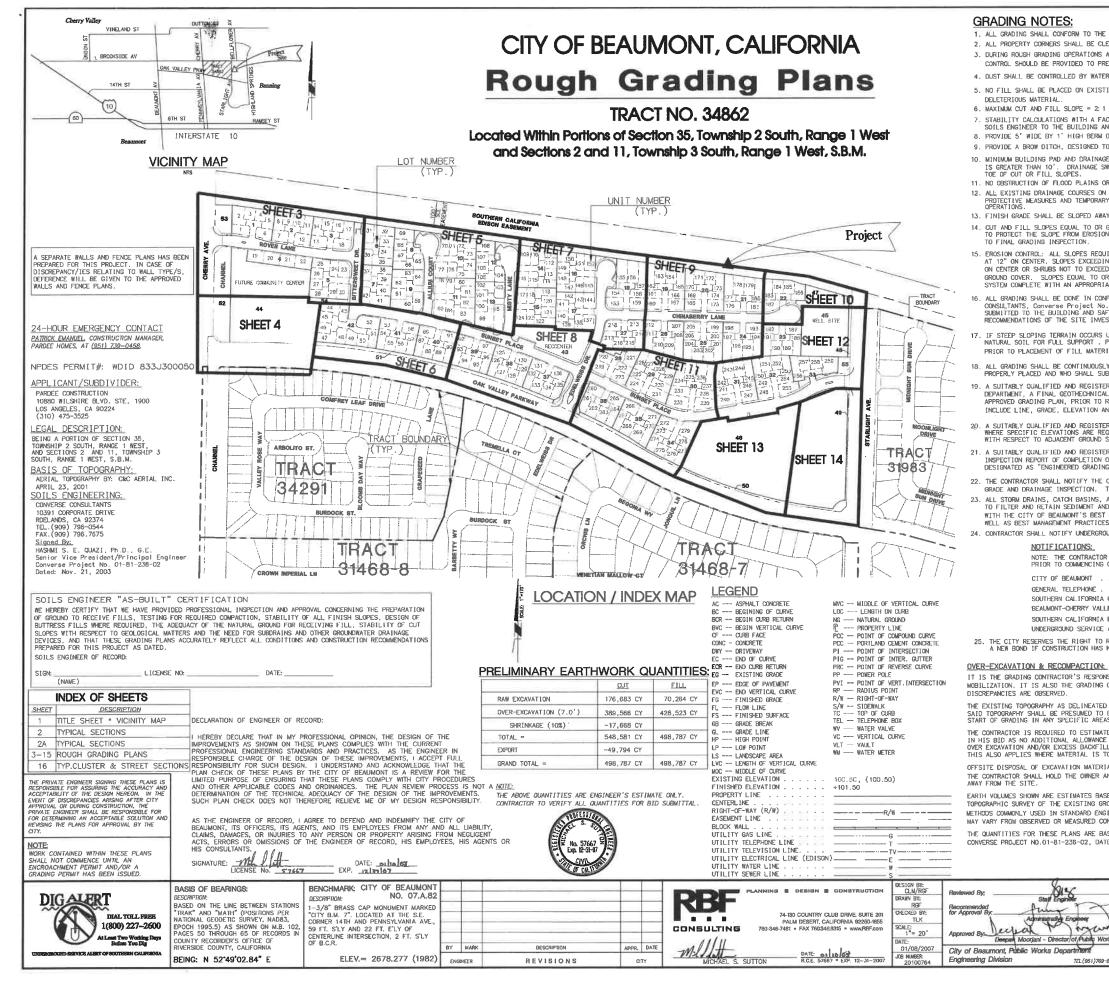
Cost Estimate for Landscape Conversion and Groundwater Recharge Facilities - Tournament Hill:

1	\$	55,000	\$	55,000
4	\$	25,000	\$	100,000
8	\$	750	\$	6,000
70	\$	150	\$	10,500
4	\$	2,000	\$	8,000
1	\$	250,000	\$	250,000
250	\$	6	\$	1,500
	.5	Subtotal	\$	431,000
Subto	tal Su	Indance	\$	1,392,250
Subtotal Tour	namo	ent Hills	\$	468,500
		Total	\$	1,860,750
	ITPE	DBOND	_	1,579,500.00
	8 70 4 1 250 Subtot Subtot	8 \$ 70 \$ 4 \$ 1 \$ 250 \$ Subtotal Su Subtotal Su	4 \$ 25,000 8 \$ 750 70 \$ 150 4 \$ 2,000 1 \$ 250,000 250 \$ 6 Subtotal	4 \$ 25,000 \$ 8 \$ 750 \$ 70 \$ 150 \$ 4 \$ 2,000 \$ 1 \$ 250,000 \$ 250 \$ 6 \$ Subtotal Sundance \$ Subtotal Tournament Hills \$ Total \$

		QUEST FORM fremlum:\$2,379 Bond# 82191975
推	CONSULTANT REQUEST DATE:	12/1/2011
2	PARDEE LDM (print):	Thuc Miyashiro
3	LDM APPROVAL (initial & date):	JKM 12/01/2011
4	PARDEE JOB NO :	70498035
5	PARDEE JOB DESCRIPTION:	RVMJ SUND Sundance Overall Mjr
6	ENGINEER OF RECORD	RBF Counsulting
7	MUNICIPALITY (OBLIGEE):	City of Beaumont
8	ADDRESS:	550 E. 6th Steet
		Beaumont, CA 92223
9	REFERENCE NUMBER:	
10	BOND AMOUNT:	432,500.00
11	BOND TYPE:	Labor and Material Bond - Sundance PA26 Basin
12	PROJECTED EXONERATION:	6/30/2013
. ne inni innis	********** CONSULTANT INCLUSIO	NS CHECK ALL THAT APPLY **********
13	BOND ESTIMATE:	X
14	ORIGINAL BOND FORM:	
15	ASSOCIATED FEES CHECK REQUES	
Real		EGEND *********
ITEM ITEM ITEM ITEM ITEM	ITEMS 2 - 5 SUPPLIED BY PARDEE EMS 1 & 6 - 12 SUPPLIED BY CONSULTA PERFORMANCE, LABOR & MATERIALS, GRADIN 12: DATE PARDEE CAN EXPECT TO RECEIVE EXON 13: BOND ESTIMATE OR TABULATION FORM - APPF 14: ORIGINAL MUNICIPALITY APPROVED BOND FOR 15: PERMIT OR OTHER FEES - CHECK REQUEST IN	NUMBER IG SURETY, WARRANTY, ETC. IERATION LETTER FROM MUNICIPALITY ROVED BY MUNICIPALITY RM (if required by Municipality)

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last updated: 11/30/2004



1997 UNIFORM BUILDING CODE, APPENDIX 33, AND CITY OF BEALMONT ORDINANCES. ARLY DELINEATED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION/GRADING. ND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE VENT PONDING WATER AND DAMAGE TO ADJACENT PROPERTIES.	
ARLY DELINEATED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION/GRADING. ND PRIOR TO CONSTRUCTION OF PERMAMENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE	
ND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE	L
VENT PONDING WATER AND DAMAGE TO ADJACENT PROPERTIES.	L
	L
ING OR OTHER APPROVED METHODS. (NG GROUND THAT HAS NOT BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL, AND OTHER	E
	L
EXCEPT WHERE SPECIFICALLY APPROVED OTHERWISE. TOR OF SAFETY OF AT LEAST ONE AND FIVE TENTHS (1.5) SHALL BE SUBMITTED BY A D SAFETY DEPARTMENT FOR CUT AND FILL SLOPES OVER 30' IN VERTICAL HEIGHT.	L
D SAFETY DEPARTMENT FOR CUT AND FILL SLOPES OVER 30' IN VERTICAL HEIGHT. R EQUIVALENT ALONG.THE TOP OF ALL FILL SLOPES OVER 5' HIGH.	
HANDLE 100-YR STORM FLOWS Q, ALONG THE TOP OF CUT SLOPES.	L
SWALE SLOPE SHALL BE = 1% IF CUT OR FILL IS LESS THAN 10', 2% IF CUT OR FILL NLES SHALL BE A MINIMUM OF 0.2' DEEP AND BE CONSTRUCTED A MINIMUM OF 2' FROM THE	L
NATURAL WATER COURSES SHALL BE PERMITTED.	L
THE PROJECT SITE MUST CONTINUE TO FUNCTION, ESPECIALLY DURING STORM CONDITIONS.	L
DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING FROM ALL EXTERIOR WALLS AT NOT LESS THAN 1/4" PER FOOT FOR A MINIMUM OF 3'.	1
REATER THAN 3' IN VERTICAL HEIGHT SHALL BE PLANTED WITH GRASS OR GROUND COVER	L
AND INSTABILITY IN ACCORDANCE WITH CITY OF BEAUMONT REQUIREMENTS PRIOR TO	L
RED TO BE PLANTED SHALL BE PROVIDED WITH ROSEA ICE PLANT (OR EQUAL) GROUND COVER	L
G 15' IN VERTICAL HEIGHT SHALL BE PLANTED WITH APPROVED TREES SPACED NOT TO EXCEED 20' 10', OR A COMBINATION OF SHRUBS AND TREES NOT TO EXCEED 15' IN ADDITION TO A GRASS MIX	1
GREATER THAN 4' IN VERTICAL HEIGHT SHALL BE PROVIDED WITH AN IN-GROUND IRRIGATION TE BACKFLOW PREVENTION DEVICE PER U.P.C. CHAPTER 10.	
ORMANCE WITH RECOMMENDATIONS OF THE PRELIMINARY SOILS INVESTIGATIONS BY: CONVERSE	
01-81-236-02, Doted: Nov. 21, 2003. TWO SETS OF THE FINAL COMPACTION REPORT SHALL BE TY DEPARTMENT WHICH SHALL INCLUDE FOUNDATION DESIGN IN CONFORMANCE WITH THE	L
MIGATION REPORT.	
PON WHICH FILL IS TO BE PLACED, IT MUST BE CLEARED, KEYED AND BENCHED INTO FIRM REPARATION SHALL BE APPROVED BY A SUITABLY QUALIFIED AND REGISTERED PROFESSIONAL	
OBSERVED BY A COMPETENT SOILS ENGINEER WHO SHALL VERIFY THAT ALL FILL HAS BEEN #IT A FINAL COMPACTION REPORT FOR ALL FILLS OVER 1' DEEP.	
ED PROFESSIONAL SHALL SUBMIT TO THE PUBLIC WORKS DEPARTMENT AND BUILDING & SAFETY	1
REPORT OF COMPLETION OF ROUGH GRADING STATING SUBSTANTIAL CONFORMANCE WITH THE EQUESTING INSPECTION AND ISSUANCE OF THE BUILDING PERMIT. CERTIFICATION SHALL	
D LOCATION OF CUT/FILL SLOPES.	
ED PROFESSIONAL SHALL SUBMIT AN INSPECTION REPORT OF BUILDING PAD ELEVATION. JIRED, THE ELEVATION (WITH RESPECT TO MEAN SEA LEVEL) SHALL BE GIVEN. IF AN ELEVATION MERACE IS REQUIRED, THE ACTUAL DISTANCE ABOVE THE ADJACENT GROUND SHALL BE GIVEN.	L
URFACE IS REQUIRED, THE ACTUAL DISTANCE ABOVE THE ADJACENT GROUND SHALL BE GIVEN. ED PROFESSIONAL SHALL SUBMIT TO THE BUILDING AND SAFETY DEPARTMENT A WRITTEN	1
ED PROFESSIONAL SHALL SUBMIT TO THE BUILDING AND SAFETT DEPARTMENT A WRITTEN F FINAL GRADING IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS FOR ALL GRADING	1
ITY, PUBLIC WORKS DEPARTMENT, AT LEAST 24-HOURS IN ADVANCE, REQUESTING FINISH LOT	
HIS INSPECTION MUST BE APPROVED PRIOR TO BUILDING PERMIT FINAL INSPECTION FOR EACH LOT.	L
ND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES GRIT, OIL AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE	ŧ.
MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORMWATER AS IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.	L
ND SERVICE ALERT, TWO DAYS BEFORE YOU DIG AT 1-800-227-2600.	L
	L
SHALL NOTIFY THE FOLLOWING UTILITIES OR AGENCIES, A MINIMUM OF TWO-WORKING DAYS CONSTRUCTION.	L
(951) 769-8520	
(800) 227-2600	L
SAS COMPANY (800) 227-2600 Y WATER DISTRICT (951) 845-9581	L
DISON COMPANY (951) 928-8270	orea o
LERT	6 30
QUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CONCENT STANDARDS AND TO POST OT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.	8/07
	1/8/
SIBILITY TO REVIEW THE GRADING PLANS AND SOILS REPORT THOROUGHLY PRIOR TO SITE	ad ISI
ANNOLOGIO NEGLONOIDIETTI LO MATRI HE ALLE MAR ANTO EMOTAELO IL AMOTIE	REFS
ON THESE DRAWINGS SHALL BE UTILIZED AS THE BASIS FOR ALL EARTHWORK COMPUTATIONS. NE ACCEPTABLE TO ALL INTERESTED PARTIES UNLESS A DEVIATION IS FOUND PRIOR TO THE	
6. ANY DEVIATION SO DETERMINED SHALL BE PROMPTLY TRANSMITTED TO ALL INTERESTED PARTIES	1.1525
THE QUANTITIES OF GRADING WORK TO BE DOME AND INCLUDE ALL COSTS THEREFROM WILL BE MADE WITHOUT PRIOR CONSENT FROM THE DUMNER. ING OR DUPLICATION OF GRADING ACTIVITIES IS NOT A BASIS FOR ADDITIONAL COMPENSATION.	4RG001B01_BWG
ING OR DUPLICATION OF GRADING ACTIVITIES IS NOT A BASIS FOR ADDITIONAL COMPENSATION. BE REMOVED AND REPLACED TO REDUCE MOISTURE CONTENT.	10001
L IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN HIS BID.	14 5
D ENGINEER HARMLESS AS A RESULT OF ANY CLAIMS ARISING FROM ACTIONS IN ROUTE	NOZH
	DICH
	1 2
UND SURFACE AT THE TIME OF PLAN PREPARATION, EARTHWORK VOLUMES ARE COMPUTED BY	6
UND SURFACE AT THE TIME OF PLAN PREPARATION. EARTHWORK VOLUMES ARE COMPUTED BY NEERING PRACTICE, AND ARE INTENDED AS GUIDELINES ONLY. ACTUAL FIELD CONDITIONS DITIONS AT THE TIME OF PLAN PREPARATION. EARTHWORK QUANTITIES MAY VARY AS A RESULT.	VDNI07.
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