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

# CITY OF BEAUMONT SUBDIVISION IMPROVEMENT AGREEMENT PLOT PLAN NO. PP2018-0119

DATE OF AGREEMENT: July :	22, 2024	
NAME OF SUBDIVIDER: Beau to as "Subdivider").	umont Landing, LLC, aCalifornia Lin	nited Liability Company . (hereinafter referred
NAME/NUMBER OF DEVI	ntial lots, Tentative Tract/Parcel	
	P APPROV AS INSTRUMENT	ED ON
Agreement is located in the C	AGREEMENT: The real propertity of Beaumont, County of Riversity of the second terms of the second terms.	erty which is the subject of this erside and is described in Exhibit Property").
EST. TOTAL COST OF PUBLIC IMPROVEMENTS:  \$ 516,050.48 (see Exhibit "B")	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:  \$ (see Exhibit "B")	EST. TOTAL COST OF MONUMENTATION:  \$(see Exhibit "B")
BOND WINDERO GIOTOGO		
BOND NUMBERS: CIC1953967		
LETTER OF CREDIT NUMBE	ERS:	
FINANCIAL INSTITUTION: _		

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and <a href="Meaumont Landing, LLC">Beaumont Landing, LLC</a>, a <a href="California Limited Liability Company">California Limited Liability Company</a>, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

#### **RECITALS**

- A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").
- B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.
- D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.
- E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.
- F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

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

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

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

- (a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.
- (b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.
- (c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.
- (d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.
- (e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all rights-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.
- (f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

### 2. Improvement Securities.

- (a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:
  - (i) Five Hundred Sixteen Thousand, Fifty and 48/100 DOLLARS (\$516,050.48) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and
  - (ii) Five Hundred Sixteen Thousand, Fifty and 48/100 DOLLARS (\$516,050.48) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and
  - and 00/100 DOLLARS (\$ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.
  - \_\_and 00/100 Dollars (\$X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.
- (b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or Page 4 of 19

referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

- (c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.
- (d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

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

- (a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.
- (b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.
- 4. <u>Modification of Drainage Plan.</u> Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that revision of the Page 5 of 19

drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

#### 5. Reserved.

# 6. <u>Inspections; Final Acceptance and Certification of Improvements.</u>

- (a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.
- (b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:
  - (i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.
  - For Improvements not requiring dedication to or acceptance by the a public (ii) agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.
- (c) Subdivider shall bear all costs of inspection and certification of the Improvements.

### 7. Release of Improvement Securities.

- (a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.
  - (i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two hundred percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.
  - (ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.
  - (iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.
- (b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.
- (c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

- (d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:
  - (i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and
  - (ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and
  - (iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.
- (e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

# 8. <u>Injury to Public Improvements, Public Property or Public Utilities Facilities.</u>

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

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

# 10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the

Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

- (b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.
- (c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.
- (d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.
- (e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the

Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

- (f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.
- (g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.
- (h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

### 11. Warranty.

- (a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.
- (b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.
- (c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole

discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

- **12.** <u>Subdivider Not Agent of City.</u> Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.
- 13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.
- 14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.
- 15. <u>Subdivider's Obligation to Warn Public During Construction.</u> Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.
- 16. <u>Vesting of Ownership.</u> Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

## 17. <u>Indemnity/Hold Harmless.</u>

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with

Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

- (b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.
- Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

# 18. Sale or Disposition of Subdivision; Assignment.

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed

assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

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

# 20. <u>Time for Completion of Improvements; Extensions</u>.

- (a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.
- (b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.
- (c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and

which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

- (d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.
- 21. <u>Notice.</u> All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:

City of Beaumont

550 E. 6th Street

Beaumont, CA 92223

Attn: City Manager

With a Copy to:

John Pinkney, Esq.

SBEMP

1800 East Tahquitz Canyon Way

Palm Springs, CA 92262

Notice to Subdivider:

- **22. Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.
- **23.** Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

#### 24. Insurance.

- (a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:
  - (i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.
  - (ii) <u>Commercial Vehicle/Automotive Liability</u> policy covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.
  - (iii) <u>Workers' Compensation and Employer's Liability</u> policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.
    - (1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.
    - (2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.
- (b) <u>Insurer Rating: Acceptability</u>. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an Page **15** of **19**

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

- (c) <u>Deductibles</u>. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.
- (d) <u>Certificates and Endorsements Verification</u>. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

# (e) Required Endorsements.

- (i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:
  - (1) <u>Additional Insureds</u>. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.
  - (2) <u>Primary Insurance</u>. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

- (3) <u>Waiver of Subrogation</u>. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.
- (ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.
- (f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.
- (g) <u>Commencement of Work</u>. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.
- (h) <u>Higher Limits</u>. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- **25.** Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.
- **26.** <u>Incorporation of Recitals</u>. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.
- **27. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.
- 28. <u>Governing Law: Venue.</u> This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts

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of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

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

- (a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.
- (b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.
- (c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.
- **30.** Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

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

Subdivider:	City:		
Beaumont Landing, LLC	CITY OF BEAUMONT  a Municipal Corporation		
Signature: Open Etm	Signature: City Manager		
Print Name: Oscar Etemadian	ATTEST:		
A-Hamid Amini Notary Public	City Clerk		
•	APPROVED AS TO FORM:		
CERTIFICATE ATTACHED	John Pinkney, City Attorney		
	APPROVED AS TO CONTENT:		
	Robert Vestal, Dir. Of Engineering/Public Works		

Attachments: Exhibit A

Legal description of Property

Exhibit B

Cost estimate(s)

Exhibit C

Performance & Payment Bond OR Cash Bond

(Proper Notarization of Subdivider's Signature is required and shall be attached)
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#### Legal Description Exhibit "A"

#### **ADJUSTED PARCEL 'A'**

BEING A PORTION OF PARCEL 2 OF GRANT DEED DOCUMENT NO. 2019-0369148, RECORDED SEPTEMBER 19, 2019, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY AND A PORTION OF THE VACATED SOUTH FRONTAGE ROAD, NOW KNOWN AS DESERT LAWN DRIVE, AS SHOWN ON STREET RIGHT OF WAY VACATION 23-SV-001 RECORDED ON MOVING WITHIN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, SITUATE IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST NORTHERLY CORNER OF PARCEL 2 AS DESCRIBED IN SAID GRANT DEED 2019-0369148 AND LYING ON SOUTHEASTERLY RIGHT OF WAY LINE OF OAK VALLEY PARKWAY SHOWN AS SAN TIMOTEO CANYON ROAD ON STATE RIGHT OF WAY MAP NOS. 987102 AND 987103, DATED MARCH 22, 1962 AT COUNTY SURVEYOR'S MAP FILE NOS. 204-283 AND 204-284;

THENCE ALONG SAID RIGHT OF WAY LINE, S60°18'08"W A DISTANCE OF 101.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 30.00 FEET:

THENCE SOUTHEASTERLY ALONG SAID CURVED RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE 99°35'35" AN ARC LENGTH OF 52.15 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 270.00 FEET TO WHICH A RADIAL LINE BEARS S50°42'33"W:

THENCE SOUTHEASTERLY ALONG THE CURVED RIGHT OF WAY LINE OF SOUTH FRONTAGE ROAD AS SHOWN ON SAID RIGHT OF WAY MAPS THOUGH A CENTRAL ANGLE OF 32°20'37" AN ARC LENGHT OF 152.42 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1.525.00 AND TO WHICH A RADIAL LINE BEARS S18°21'57"W:

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°26'09" AN ARC LENGHTH OF 171.30 FEET TO THE BEGINNING OF A NON-TANGENT LINE, AND TO WHICH A RADIAL LINE BEARS N24°48'05"E:

THENCE N24°56'48"E A DISTANCE OF 165.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10 AS SHOWN ON SAID RIGHT OF WAY MAPS AND BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1.600.00 FEET AND TO WHICH A RADIAL LINE BEARS N29°16'16"E:

THENCE NORTHWESTERLY ALONG SAID CURVED RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 02°19'26" AN ARC LENGTH OF 64.89 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 650.00 FEET AND TO WHICH A RADIAL LINE BEARS N26°56'50"E;

THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVED RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 18°28'33" AN ARC LENGHTH OF 209.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL AREA OF 51,309.62 SF. / 1.178 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD, IF ANY

#### **ADJUSTED PARCEL 'B'**

BEING A PORTION OF PARCELS 1 AND 2 OF GRANT DEED DOCUMENT NO. 2019-0369148, RECORDED SEPTEMBER 19, 2019, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY AND A PORTION OF THE VACATED SOUTH FRONTAGE ROAD, NOW KNOWN AS DESERT LAWN DRIVE, AS SHOWN ON STREET RIGHT OF WAY VACATION 23-SV-001 RECORDED ON MANOR 25, 2021 AS INST. NO. 2021, AND LYING WITHIN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, SITUATE IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 2 AS DESCRIBED IN SAID GRANT DEED 2019-0369148 AND LYING ON SOUTHEASTERLY RIGHT OF WAY LINE OF OAK VALLEY PARKWAY SHOWN AS SAN TIMOTEO CANYON ROAD ON STATE RIGHT OF WAY MAP NOS. 987102 AND 987103, DATED MARCH 22, 1962 AT COUNTY SURVEYOR'S MAP FILE NOS. 204-283 AND 204-284;

**THENCE** ALONG SAID RIGHT OF WAY LINE, S60°18'08"W A DISTANCE OF 101.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 30.00 FEET:

THENCE SOUTHEASTERLY ALONG SAID CURVED RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE 99°35'35" AN ARC LENGTH OF 52.15 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 270.00 FEET TO WHICH A RADIAL LINE BEARS \$50°42'33"W:

**THENCE** SOUTHEASTERLY ALONG THE CURVED RIGHT OF WAY LINE OF SOUTH FRONTAGE ROAD AS SHOWN ON SAID RIGHT OF WAY MAPS THOUGH A CENTRAL ANGLE OF 32°20'37" AN ARC LENGHT OF 152.42 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,525.00 AND TO WHICH A RADIAL LINE BEARS \$18°21'57"W:

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°26'09" AN ARC LENGHTH OF 171.30 FEET TO THE BEGINNING OF A NON-TANGENT LINE, AND TO WHICH A RADIAL LINE BEARS N24°48'05"E AND THE POINT OF BEGINNING:

THENCE N24°56'48"E A DISTANCE OF 165.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10 AS SHOWN ON SAID RIGHT OF WAY MAPS AND BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,600.00 FEET AND TO WHICH A RADIAL LINE BEARS N29°16'16"E;

THENCE SOUTHESTERLY ALONG SAID CURVED RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 18°49'33" AN ARC LENGTH OF 525.71 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 330.00 FEET AND TO WHICH A RADIAL LINE BEARS N34°11'08"E:

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°42'25" AN ARC LENGTH OF 159.58' FEET;

THENCE N83°31'17"W A DISTANCE OF 9.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 620.00 TO WHICH A RADIAL LINE BEARS N29°49'18"E;

**THENCE** SOUTHEASTERLY ALONG CURVE THROUGH A CENTRAL ANGLE OF 12°51'45" AN ARC LENGTH OF 139.19 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF AFOREMENTIONED DESERT LAWN DRIVE AS SHOWN ON SAID STATE RIGHT OF WAY MAP AND THE BEGINNING OF A NON-TANGENT LINE AND TO WHICH A RADIAL LINE BEARS N42°41'03"E:

THENCE S34°51'00"E A DISTANCE OF 394.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2,964.93 FEET AND TO WHICH A RADIAL LINE BEARS N42°40'52"E AND BEING THE NORTHERLY RIGHT OF WAY LINE OF SOUTHERN PACIFIC RAILROAD COMPANY AS SHOWN ON SAID STATE RIGHT OF WAY MAP;

#### **ADJUSTED PARCEL 'B' - CONTINUED**

**THENCE** ALONG SAID CURVED RIGHT OF WAY LINE THE FOLLOWING 2 COURSES: NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°57'22" AN ARC LENGTH OF 670.45 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,594.95 FEET TO WHICH A RADIAL LINE BEARS N29°43'30"E:

THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVED RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 09°18'50" AN ARC LENGTH OF 259.27 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH FRONTAGE ROAD AND THE BEGINNING OF A NON-TANGENT LINE TO WHICH A RADIAL LINE BEARS N20°24'40"E;

THENCE ALONG SAID SOUTH LINE, S85°43'39"E A DISTANCE OF 150.68 FEET;

**THENCE** CONTINUING ALONG SAID SOUTH LINE, S80°16'05"E A DISTANCE OF 53.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH A RADIAL LINE BEARS N28°24'46"E:

**THENCE** LEAVING SAID SOUTH LINE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°36'41" AN ARC LENGTH OF 96.12 FEET TO THE **POINT OF BEGINNING.** 

CONTAINING A TOTAL AREA OF 111,699.45 GROSS SF. / 2,564 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD. IF ANY.

#### CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT CONSTRUCTION COST WORKSHEET FOR BONDING PURPOSES: EXHIBIT "B"

PARCEL MAP OR TRACT NO.:		
DATE:	2/9/2024	
PP, CUP NO.:	PP2018-0119	BY:
IMPROVEMENTS	FAITHFUL PERFORM LABOR & MATERIA ( of Estimated Constru	LS SECURITY 100%
Streets/Drainage Sewer Total Warranty Retension (10%)  Street/Drainage Plan Check Fees = Sewer Plan Check Fees = Street Inspection Fees = Sewer Inspection Fees =	\$ 516,050.48 \$ 516,050.48 \$ 51,605.05	Approved
Construction items and their quantities to construct the above project and their determining bonding, plan check and in Above amounts do include  Above amounts do not include  Above amounts do not include  Tyler H. Johnson  Name typed or printed  FORM \$ UNIT COSTS REVI	additional 20% for recordation prior to l additional 20% for recordation prior to l 2/9/2024  Date  SED 09/06	the for the improvements required to costs are accurate for the having signed plans thaving signed plans to the professional plans that the pr
	***PLEASE READ INSTRUCTIONS provement plans, Unit costs to be as proportsheet".	

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

PROJECT:	Beaumont Landing	DATE:	10-Feb-21

		STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UN	IT COST	Al	MOUNT
		Roadway Excavation				
	CV	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(262,230 sf)	\$	15.00	\$	
	C.Y.	2. Projects without a grading plan (road	<u> </u>	15.00	Φ	
		area and side slopes to daylight				
		Cut(C) = Fill(f) =				
324	C.Y. (c or f)	(a.) Excavate and Fill	\$	0.40	\$	13
	C.Y. (f - c)	(b.) Excavate and Export	\$	1.10	\$	
14,764		(c.) Import and Fill	\$	2.80	\$	41,33
		If balance, provide (a.) only, either cut or fill				
		If export, provide (a.) & (b.), a = fill, b = cut - fill				
		If import, provide (a.) & (c.), a = cut, c= fill - cut				
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual				
		costs to assure that work will be corrected to				
		eliminate hazardous conditions.)				
	S.F.	Grinding A.C. in place	\$	1.00	\$	_
4,115	S.F.	Remove A.C. Pavement	\$	1.00	\$	4,1
	L.F.	Remove Curb and Gutter	\$	6.00	\$	
2,291	L.F.	Remove A.C. Dike	\$	3.00	\$	6,8
	S.F.	Remove Sidewalk	\$	3.00	\$	
234	L.F.	Sawcut & Remove Exist. A.C. Pavement	\$	2.00	\$	40
3,115	S.F.	Cold Plane A.C. Pavement	\$	1.00	\$	3,1
2	E.A.	Relocate Sign	\$	250.00	\$	50
					\$	_
					\$	-
					\$	-
					\$	-
					\$	-
					\$	_
					\$	
					\$	_

PROJECT:	Beaumont Landing	DATE:	10-Feb-21

		STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	U	NIT COST	I	AMOUNT
	L.F.	Remove Chain Link Fence	\$	2.50	\$	
	EA.	Remove Barricade	\$	200.00	\$	-
736	TON	Asphalt Concrete - 144 lbs/cu. Ft. (On-Site SF @ AC thickness Ft.)	\$	90.00	\$	66,24
568	C.Y.	Aggregate Base Class II (OnSite SF @ AB thickness Ft.)	\$	50.00	\$	28,40
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (OnSite SF) apply at 0.05 + 0.03 = 0.08 gal/SY	\$	600.00	\$	-
3,115	S.F	AC overlay (min. 0.10')  If export, provide (a) & (b), a=fill, b=cut-fill  If import, provide (a)&(C), a=cut, c=fill-cut  (Unit costs for (a), (b) & (C) are 20% of  actual costs to assure that work will be  corrected to eliminate hazardous conditions.)	\$	1.00	\$	3,11
	L.F.	Curb and Gutter (Wedge Curb)	\$	8.00	\$	**
2,126	L.F.	Curb and Gutter (Type A-6)	\$	10.00	\$	21,26
	L.F.	Curb and Gutter (Type A-8)	\$	12.00	\$	
	L.F.	Type "C" Curb	\$	10.00	\$	_
	L.F.	Type "D" Curb	\$	15.00	\$	-
	L.F.	A.C. Dike (6") (incl. material & labor)	\$	8.00	\$	-
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$	10.00	\$	-
1,347	S.F.	P.C.C. Cross Gutter and Spandrels	\$	10.00	\$	13,47
4,797	S.F.	P.C.C. Sidewalk	\$	6.00	\$	28,78
1,342	S.F.	P.C.C. Drive Approach	\$	8.00	\$	10,73
1	EA.	Handicapped Access Ramp	\$	1,500.00	\$	1,50
	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$	8.00	\$	-
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$	4.00	\$	_
					\$	-
					\$	
					\$	-

PROJECT:	Beaumont Landing	DATE:	10-Feb-21
1100201			

The state of the s		STREET IMPROVEMENTS (Cont'd	.)			
QTY.	UNIT	ITEM	U	NIT COST	A	MOUNT
	EA.	Street Name Sign	\$	275.00		
	77.4	Delineators-per Caltrans Std. A73C,		45.00	φ.	
	EA.	Class 1, Type F Object Markers - Modified Type F	\$	45.00	\$	
	EA.	Delineators, Riverside County	\$	60.00	\$	
	L.F.	Barricades	\$	28.00	\$	_
1,000	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$	10.00	\$	10,00
576	L.F.	Chain Link Fence (6')	\$	12.00	\$	6,91
	L.F.	Remove Fence	\$	4.00	\$	-
7	EA.	Relocate Power Pole	\$	10,000.00	\$	70,00
	EA.	Street Lights (including conduit)	\$	5,000.00	\$	_
	EA.	Street Trees (15 gallon)	\$	150.00	\$	
	L.S.	Landscape and Irrigation	\$	_	\$	-
	EA.	Concrete Bulkhead	\$	200.00	\$	-
	C.Y.	Structural Reinforced Concrete	\$	400.00	\$	<u>-</u>
	EA.	Slope Anchors for Pipes	\$	300.00	\$	_
	L.F.	Cut Off Wall (Std. 2')	\$	5.50	\$	
	EA.	A.C. Overside Drain	\$	500.00	\$	-
	EA.	Under Sidewalk Drain Std. 309	\$	2,000.00	\$	
1	EA.	Flat Outlet Drainage Structure Std. 303	\$	500.00	\$	5(
	EA.	Curb Outlet Drainage Structure Std. 308	\$	500.00	\$	_
	S.F.	Terrace Drains and Down Drains	\$	6.50	\$	-
	S.F.	Interceptor Drains	\$	6.50	\$	_
	EA.	"STOP" Pavement Marking	\$	200.00	\$	_
	L.F.	Limit Line	\$	2.00	\$	-
	EA.	R1 "STOP SIGN"	\$	250.00	\$	-
	EA.	W53 "NOT A THROUGH STREET"	\$	250.00	\$	_
					\$	-
					\$	_
					\$	-
					\$	-
					\$	_
					\$	

PROJECT:	Beaumont Landing	DATE:	10-Feb-21

QTY.	UNIT	ITEM	U	NIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	\$	40.00	\$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	\$	45.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$	50.00	\$ _
	C.Y.	Rip Rap (2 Ton) Method B	\$	55.00	\$ -
16	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$	60.00	\$ 96
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$	67.00	\$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$	75.00	\$ _
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$	80.00	\$ _
	L.F.	18" R.C.P.	\$	60.00	\$ -
129	L.F.	24" R.C.P.	\$	70.00	\$ 9,03
	L.F.	30" R.C.P.	\$	80.00	\$ -
	L.F.	36" R.C.P.	\$	90.00	\$ -
	L.F.	42" R.C.P.	\$	100.00	\$ 
	L.F.	48 " RCP	\$	110.00	\$ _
	L.F.	54" RCP	\$	135.00	\$ -
	L.F.	60" RCP	\$	160.00	\$ -
	L.F.	72" RCP	\$	200.00	\$ -
	EA.	H.D.P.E. Clean Out	\$	400.00	\$ 
	EA.	Drain Basin	\$	400.00	\$ _
	EA.	Curb Outlet	\$	3,000.00	\$ 
	EA.	Fossil Filters	\$	500.00	\$ _
	EA.	18" C.M.P. Wye	\$	500.00	\$
	EA.	Riprap Headwall	\$	1,000.00	\$ -
	EA.	Concrete Collar	\$	250.00	\$ -
	EA.	Outlet Structure	\$	10,000.00	\$
					\$ -
					\$ -
					\$ -

PROJECT:	0	DATE:	0-Jan-00

		STREET IMPROVEMENTS (Cont'd	.)			
QTY.	UNIT	NIT ITEM		UNIT COST		MOUNT
	L.F.	60" C.S.P.	\$	115.00	\$	-
2	EA.	Catch Basin W = 4'	\$	1,700.00	\$	3,40
	EA.	Catch Basin W = 7'	\$	3,000.00	\$	-
	EA.	Catch Basin W = 10'	\$	4,000.00	\$	
	EA.	Catch Basin W = 14'	\$	5,500.00	\$	
	EA.	Catch Basin W = 21'	\$	9,000.00	\$	-
	EA.	Type IX Inlet	\$	2,500.00	\$	
	EA.	Type X Inlet	\$	2,500.00	\$	
	EA.	Junction Structure No. 1	\$	3,000.00	\$	
	EA.	Junction Structure No. 2	\$	2,500.00	\$	-
1	EA.	Junction Structure No. 6	\$	3,700.00	\$	3,70
	EA.	Transition Structure No. 1	\$	2,000.00	\$	-
	EA.	Transition Structure No. 3	\$	2,700.00	\$	-
	EA.	Manhole No. 1	\$	2,700.00	\$	
	EA.	Manhole No. 2	\$	3,300.00	\$	
	EA.	Manhole No. 3	\$	2,700.00	\$	_
	EA.	Manhole No. 4	\$	5,000.00	\$	-
	EA.	Adjust Water Valve (if no water plan)	\$	150.00	\$	
	EA.	Adjust MH to grade (if no sewer plan)	\$	400.00	\$	-
	EA.	Headwall	\$	5,000.00	\$	
	L.S.	Remove & Dispose of Interferring 30" Storm Drain				
		and 36" Riser	\$	500.00	\$	_
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$	10,000.00	\$	_
	L.F.	Concrete Bulkhead	\$	25.00	\$	
	EA.	Outlet Structure (Line A & B)	\$	5,000.00	\$	
	EA.	Remove Existing Headwall	\$	1,000.00	\$	
	EA.	Local Depression per RCTD Std 311 Case B	\$	1,200.00	\$	_
	EA.	Local Depression per RCTD Std 311 Case C	\$	1,500.00	\$	
					\$	_
					\$	-
					\$	_

PROJECT:		Beaumont Landing		DATE:	22-Feb-21
		STREET IMPROVEMENTS (Cont'd.)			
QTY.	UNIT	ITEM	Uì	NIT COST	AMOUNT
¥.1.	EA.	Water Quality Structure	\$	2,500.00	\$ -
	LS	Concrete Inlet Apron	\$	11,000.00	\$ -
	LS	Emergency Spillway	\$	27,000.00	\$ _
	LS	84" Storm Drain Grate	\$	8,500.00	\$ -
	SF	3' Wide V-Gutter	\$	4.00	\$
	LS	Signal & Lighting	\$	100,000.00	\$ -
4500	SF	Retaining Wall		25	\$ 112,500
2	EA.	Relocate Roadside Sign		150	\$ 300
	EA.	Road Sign - One Post		250	\$ -
6	EA.	Pavement Marking		45	\$ 270
2249.5	LF	Thermoplastic Traffic Striping		0.5	\$ 1,125
					\$ -
					\$ _
					\$ -
			Subto	tal:	\$ 114,195
A.	Subtotal			,	\$ 448,740
B.	Continger	ncy (15%)			\$ 67,311
C.	Streets/Dr	ainage Total (A + B)			\$ 516,050

Bond No. CIC1953967

PW#: 2020-0578

File #: 3376

#### PERFORMANCE BOND

#### Exhibit "C"

WHEREAS, the City Council of the City of Beaumont, State of California, and Beaumont Landing LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated, 20\_\_\_, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. PP2018-0119, which is hereby incorporated herein 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 \_\_\_\_\_\_ Capitol Indemnity Corporation \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of \_\_Five Hundred Sixteen Thousand Fifty & 48/100 \_\_\_\_\_ dollars (\$516,050.48 \_\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless 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 above named, on the 12th day of July 202	been duly executed by the Principal and Surety  4 .
(Seal)	(Seal)
Capitol Indemnity Corporation	Beaumont Landing LLC
By: SURETY By:	By: Open Stern
Name: R.M. Friedik	Name: OSCAR ETEMADIAN
Title: Attorney-in-Fact	Title: MANAGING MEMBER
Address: 1000 Burnett Ave. Suite #438	By: A-Hamid Amini
Concord, CA 94520	Name: Notary Public
	Title: GERTIFICATE ATTACHED
	Address: 3380 La Sierra Avenue, Suite 104-790
	Riverside, CA 92503

# CAPITOL INDEMNITY CORPORATION POWER OF ATTORNEY

CIC1953967

Bond Number

TOWE	MOT ATTORNET	Dona Hamber	
KNOW ALL MEN BY THESE PRESENTS, That the CAPITO principal offices in the City of Middleton, Wisconsin, does make,	constitute and appoint LORES: R.M.FRIEDIK:PHILLIP S		- 
its true and lawful Attorney(s)-in-fact, to make, execute, seal and and contracts of suretyship, provided that no bond or undertaking	or contract of suretyship executed u	nder this authority shall exceed in amount the sum of	
This Power of Attorney is granted and is signed and sealed by fac of CAPITOL INDEMNITY CORPORATION at a meeting duly	simile under and by the authority of y called and held on the 15th day of	the following Resolution adopted by the Board of Dire May, 2002.	ectors
"RESOLVED, that the President, Executive Vice President, granted the power and authorization to appoint by a Power writings obligatory in the nature thereof, one or more resident vicusual to such offices to the business of this company; the sig or to any certificate relating thereto by facsimile, and any such and binding upon the Company, and any such power so exec Company in the future with respect to any bond or undertaking may be revoked, for cause, or without cause, by any of said office.	of Attorney for the purposes only ce-presidents, assistant secretaries are gnature of such officers and seal of h power of attorney or certificate leaded outed and certified by facsimile sign ing or other writing obligatory in the	of executing and attesting bonds and undertaking id attorney(s)-in-fact, each appointee to have the power of the Company may be affixed to any such power pearing such facsimile signatures or facsimile seal separatures and facsimile seal shall be valid and bind	gs, and other ers and duties or of attorney shall be valid ling upon the
In connection with obligations in favor of the Florida Departm in-Fact includes any and all consents for the release of retained of Florida Department of Transportation. It is fully understood estimate to the Contractor and/or its assignee, shall not relieve this	d percentages and/or final estimates d that consenting to the State of Fl	s on engineering and construction contracts required orida Department of Transportation making paymen	by the State
In connection with obligations in favor of the Kentucky Depart Fact cannot be modified or revoked unless prior written person Commonwealth of Kentucky at least thirty (30) days prior to the re-	onal notice of such intent has been	ed that the power and authority hereby given to the 1 given to the Commissioner - Department of High	Attorney-in- hways of the
IN WITNESS WHEREOF, the CAPITOL INDEMNITY Of its corporate seal to be hereto affixed duly attested, this 1st day of		e presents to be signed by its officer undersigned	i and
Ryan J. Byrnes Senior Vice President,	MITY COST	CAPITOL INDEMNITY CORPORATION	
Chief Financial Officer and Treasurer  Todd Burrick Chief Underwriting Officer	SEAL MESCONSTITUTED	Adam L. Sills Chief Executive Officer and President	
COUNTY OF DANE S.S.:			
On the 1st day of September, 2022 before me personally came resides in the County of New York, State of New York; CORPORATION, the corporation described in and which exect to said instrument is such corporate seal; that it was so affixed like order.	that he is Chief Executive On uted the above instrument; that he k	fficer and President of CAPITOL INDEMS nows the seal of the said corporation; that the seal at	NITY ffixed
	TOTAS E	David J. Regele	
STATE OF WISCONSIN COUNTY OF DANE S.S.:	VOTARL REMINISTRATION OF WEST	David J. Regele Notary Public, Dane Co., WI My Commission Is Permanent	
I, the undersigned, duly elected to the office stated below, no authorized to make this certificate, <b>DO HEREBY CERTIFY</b> revoked; and furthermore, that the Resolution of the Board of Dire	that the foregoing attached Pow	er of Attorney remains in full force and has not	ation, been
Signed and sealed at the City of Middleton, State of Wisconsin this	12th day of	July 20 24	
	SEAL	Suzanne M. Broadbant Secretary	
	Managaman Managa		

# CALIFORNIA 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 truthfulne	ss, accuracy, or validity of that document.
State of California	
County ofVENTURA	
On07/12/2924 before me,EST	EBAN FLORES , Notary Public (Here insert name and title of the officer)
personally appeared R. M. FRIEDIK	,
the within instrument and acknowledged to me t	idence to be the person(s) whose name(s) is/are subscribed to that he/she/they executed the same in his/her/their authorized s) on the instrument the person(s), or the entity upon behalf of int.
I certify under PENALTY OF PERJURY under t is true and correct.	the laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal.  Signature of Notary Public	ESTEBAN FLORES Notary Public - California Los Angeles County Commission # 2335260 My Comm. Expires Oct 11, 2024  (Notary Seal)
<b>•</b>	<b>→</b>
ADDITIONAL C	OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT  CIC1953967  (Title or description of attached document)	Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
(Title or description of attached document continued)	

Number of Pages -3- Document Date 07/12/24

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s) ☐ Corporate Officer

(Title)

☐ Partner(s)

✓ Attorney-in-Fact

Trustee(s)

☐ Other

- · 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 /are ) 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 acknowledgment is not misused or attached to a different document.
  - 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

#### **PAYMENT BOND**

WHEREAS, the City Council of	the City of Beaumont, State of California, and
Beaumont Landing LLC	(hereafter designated as "the Principal") have entered into
Agreement To Provide Security For Improvement	ents For Tract Map Or Parcel Map Or Plot Plan, PP2018-0119
dated July 24 , 20 24, whereby	Principal agrees to install and complete certain designated
public improvements which is hereby incorpora	ated herein 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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 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 at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Five Hundred Sixteen Thousand Fifty & 48/100 dollars (\$516,050.48 \_\_\_\_\_\_), 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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, this instrument has above named, on the 12th day of July 202	been duly executed by the Principal and Surety  4  .
(Seal)	(Seal)
Capitol Indemnity Corporation  By:	Beaumont Landing LLC PRINCIPAL By:
Name: R.M. Friedik	Name: OSCAR ETEMADIAN
Title: Attorney-in-Fact	Title: MANAGING MEMBER
Address: 1000 Burnett Ave. Suite #438	By: A-Hamid Amiai
Concord, CA 94520	Name: Name:
	Title:
	Address: 3380 La Sierra Avenue, Suite 104-790
	Riverside, CA 92503

### CAPITOL INDEMNITY CORPORATION **POWER OF ATTORNEY**

CIC1953967

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint  ———————————————————————————————————
its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby a granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and off writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and dut usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valued and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon to Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attornomin-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the fine estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of to Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.
IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.
Ryan J. Byrnes Senior Vice President, Chief Financial Officer and Treasurer  Todd Burrick Chief Underwriting Officer
STATE OF WISCONSIN COUNTY OF DANE S.S.:
On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly swom, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.  David J. Regele  Notate President of CAPITOL INDEMNITY  David J. Regele  Notate President of CAPITOL INDEMNITY  David J. Regele  Notate President of CAPITOL INDEMNITY  David J. Regele
STATE OF WISCONSIN COUNTY OF DANE  S.S.:  Notary Public, Dane Co., WI My Commission Is Permanent
I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.
Signed and sealed at the City of Middleton, State of Wisconsin this 12th day of 20 24
SEAL Suzanne M. Broadbent Secretary

#### CALIFORNIA 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 truthf	ulness, accuracy, or validity of that document.
State of California	
County ofVENTURA	
On 07/12/2024 before me, F	STEBAN FLORES , Notary Public
On	(Here insert name and title of the officer)
personally appeared R. M. FRIEDIK	<u> </u>
the within instrument and acknowledged to r	revidence to be the person(s) whose name(s) is/are subscribed to me that he/she/they executed the same in his/her/their authorized re(s) on the instrument the person(s), or the entity upon behalf of ment.
I certify under PENALTY OF PERJURY und is true and correct.	ler the laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal.	ESTEBAN FLORES Notary Public - California Los Angeles County Commission # 2335260 My Comm. Expires Oct 11, 2024
Signature of Notary Public	(Notary Sear)
ADDITIONA	L OPTIONAL INFORMATION
BOND CIC1953967  (Title or description of attached document)	INSTRUCTIONS FOR COMPLETING THIS FORM  Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

# Number of Pages \_ -3- Document Date \_ 07/12/24 (Additional information)

CAPAC	CITY CLAIMED BY THE SIGNER
	Individual (s)
	Corporate Officer
	(Title)
	Partner(s)
<b>7</b>	Attorney-in-Fact
	Trustee(s)
	Other

- 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
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
- he/she/they, is /are ) 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 acknowledgment is not misused or attached to a different document.
  - 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

#### CALIFORNIA 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 $07/24/2.024$ before me,	A-Hamid Amini Notary Public (Here insert name and title of the officer)		
personally appeared			
I certify under PENALTY OF PERJUR' the foregoing paragraph is true and co	Y under the laws of the State of California that rrect.		
WITNESS my hand and official seal.  Notary Public Signature (N	A-HAMID AMINI Notary Public - California Orange County Commission # 2421387 My Comm. Expires Oct 15, 2026		
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM  ION This form complies with current California statutes regarding notary wording and		
Per for walk on (Title or description of attached document)	if needed, should be completed and attached to the document. Acknowledgments 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 documen signer(s) personally appeared before the notary public for acknowledgment.		
(Title or description of attached document continued)  Number of Pages Document Date	<ul> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> <li>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).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of notarization.</li> </ul>		
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> <li>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.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> <li>Indicate title or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a</li> </ul>		

Securely attach this document to the signed document with a staple.

www.NotaryClasses.com 800-873-9865

### CALIFORNIA 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 07/24/2024 before me.	A-Hamid Amini Notary Public  (Here insert name and title of the officer)
personally appeared OS Cav Etc	(More insert name and title of the onition)
personally appeared	sfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within he/she/they executed the same in his	n instrument and acknowledged to me that /her/their authorized capacity(ies), and that by ment the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJUR the foregoing paragraph is true and co	IY under the laws of the State of California that orrect.
WITNESS my hand and official seal.	A-HAMID AMINI Notary Public - California Orange County Commission # 2421387 My Comm. Expires Oct 15, 2026
Notary Public Signature (N	Notary Public Seal)
•	INSTRUCTIONS FOR COMPLETING THIS FORM
ADDITIONAL OPTIONAL INFORMAT	10N This form complies with current California statutes regarding notary wording an if needed, should be completed and attached to the document. Acknowledgments
DESCRIPTION OF THE ATTACHED DOCUMENT	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
perun Bud	law.
(Title or description of attached document)	<ul> <li>State and County information must be the State and County where the documer signer(s) personally appeared before the notary public for acknowledgment.</li> </ul>
The state of the had decreased antiqued	<ul> <li>Date of notarization must be the date that the signer(s) personally appeared which</li> </ul>
(Title or description of attached document continued)  Number of Pages Document Date	<ul> <li>must also be the same date the acknowledgment is completed.</li> <li>The notary public must print his or her name as it appears within his or he commission followed by a comma and then your title (notary public).</li> </ul>
	<ul> <li>Print the name(s) of document signer(s) who personally appear at the time of notarization.</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s)	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> </ul>
Corporate Officer (Title)	<ul> <li>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.</li> </ul>
□ Partner(s)	<ul> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> </ul>
☑ Attorney-in-Fact	Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
☐ Trustee(s) ☐ Other	<ul> <li>Indicate title or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a</li> </ul>
No. 10 Classes com 900 972 0966	corporate officer, indicate the title (i.e. ČEO, CFO, Secretary).  • Securely attach this document to the signed document with a staple.

www.NotaryClasses.com 800-873-9865

#### **GENERAL NOTES**

- 1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE
- THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED 3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.

STREET NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE

PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL.

HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.

2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD

EDITION AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT

PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO

PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL

5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR

COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. A TRAFFIC

CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR

FOLLOWING: SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.

ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.

PRIOR TO OBTAINING AN ENCROACHMENT PERMIT

OF BEAUMONT PUBLIC WORKS DEPT.

AND ACCEPTANCE OF THE IMPROVEMENTS.

THE JURISDICTION OF THE DEVELOPER.

FACILITY AND ADD PERMITEE #\_\_\_\_

STANDARD NO. 816.

SPECIFICATIONS.

RIGHT-OF-WAY.

SPECIFICATIONS.

NAME THEM HERE).

BASIS OF BEARINGS

BENCHMARK

ENGINEER

139/84-92, BEING N 60°48'23" E.

ELEVATION = 2468.07 FEET (NAVD 88)

PID = DX3474 / DESIGNATION = Q 13111 1992

DIRECTED IN THE FIELD

PERCENT.

PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES.

THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE

PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48

SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREENBOOK, LATEST

IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY

3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO

INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING

SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE

REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES)

INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR

APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY

6. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D.

TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION

REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOILS ARE

ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY

DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR

MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE

REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR

SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A

SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION

FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG

GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL

SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03

10. PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN

11. CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN

OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH

THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM

STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO

THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC

WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER

ON THE PLAN.

A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT)

WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR

12. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF

ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND

13. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO

APPLY TO THE RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS

14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO

APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE

15. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND

16. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED

17. FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF

DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.

19. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM

BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

BEARINGS HEREON ARE BASED UPON THE CENTERLINE OF OAK

4 INCH PVC PIPE WITH SCREW ON PLUG, 1 INCH ABOVE GROUND SURFACE, LOCATED 1.4 MILES WEST OF INTERSTATE 10 TO SAN TIMOTEO CANYON RD, AND FRONTAGE ROAD ON SOUTHEAST

SIDE OF INTERSTATE 10, 0.1 MILE SOUTHEAST ALONG FRONTAGE

ROAD, SOUTH AND ACROSS THE ROAD FROM A GUY POLE 25.

FEET SOUTH OF THE CENTERLINE OF FRONTAGE ROAD, 1.8 FEET

WEST OF A POWERPOLE AND 1.5 FEET EAST OF A WITNESS

DESCRIPTION

REVISIONS

VALLEY PARKWAY, AS SHOWN ON RECORD OF SURVEY, M.B.

18. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE

COMPREHENSIVE LANDSCAPING GUIDELINES (CHOOSE THREE SPECIES AND

OBSERVE TRENCHING, BACKFILLING, & SOIL COMPACTION OF ALL UTILITY

TRENCHES WITHIN ALL EASEMENTS & ROAD RIGHTS OF WAY. TWO SETS OF

COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE

TO STANDARDS & GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH

UTILITY TRENCH IS COMPLETED & CERTIFIED. COMPACTION REPORT MUST BE

SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS

CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS

STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING

WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC

RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE

TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE

9. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN

CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD

PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE.

7. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE

8. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE

- 4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF \$1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
- NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
- REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT
- 7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE
- APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
- 9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE
- 10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
- 11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF: A. SUMMARY SHEET
  - B. LABORATORY WORK SHEETS C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON
- COMPLETION OF THE FIELD TESTS. 12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
- 13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
- 14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND
- 15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE. THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
- 16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
- 17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED
- 18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
- 19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
- 20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
- 21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
- 22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT SOUTHERN CALIFORNIA EDISON AT&T

(800) 409 - 2365(800) 892-0123 TIME WARNER CABLE (760) 340-2225

COX COMMUNICATIONS (888) 423-3913 23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

## CITY OF BEAUMONT, CALIFORNIA STREET IMPROVEMENT PLANS FOR BEAUMONT LANDING

1396 DESERT LAWN DRIVE APN: 414-090-007 & 414-090-005

#### PUBLIC UTILITIES / SERVICES

CITY OF BEAUMONT SEWER: 550 EAST 6TH STREET BEAUMONT, CA 92223 (951) 769-8520

WATER: BEAUMONT-CHERRY VALLEY WATER DISTRICT

560 MAGNOLIA AVE. BEAUMONT, CA 92223 (951) 845-9581

TELEPHONE: SBC CALIFORNIA 12722 S. BIRCH AVENUE HAWTHORNE, CA 90250

GAS: THE GAS COMPANY 1981 W. LUGONIA REDLANDS, CA 92374 (909) 335-7847

ELECTRIC: SOUTHERN CALIFORNIA EDISON CO. 7951 REDWOOD AVENUE FONTANA. CA 92336

(909) 796-9920

FIRE PROTECTION: FIRE PREVENTION BUREAU OFFICE 550 E. 6TH STREET BEAUMONT, CA 92223 (951) 572-3225

SCHOOL DISTRICT: BEAUMONT UNIFIED SCHOOL DISTRICT 350 W BROOKSIDE AVE, BEAUMONT, CA 92223

#### CONTACT INFORMATION

(951) 845-1631

<u>)WNEK</u> oak valley partners, lp CRAIG MARTIN 6212 RIVER HIGHLANDS DR. McKINNEY, TX. 75070 469-855-8300

DEVELOPER BEAUMONT LANDING, LLC OSCAR ETEMADIAN 10995 INDIANA AVE RIVERSIDE, CA. 92503 909-238-1372

ATLAS CIVIL DESIGN, INC. 872 HIGUERA STREET SAN LUIS OBISPO, CA 93401 CONTACT: TYLER H. JOHNSON TEL: (213) 810-8470

#### GEOTECHNICAL ENGINEER

SALEM ENGINEERING GROUP. INC. 8711 MONROE COURT, SUIT A RANCHO CUCAMONGA, CA 91730 909-980-6455

#### GEOTECHNICAL APPROVAL

THIS PLAN HAS BEEN REVIEWED AND CONFORMS TO THE RECOMMENDATIONS PROVIDED IN THE SOIL REPORT BY SALEM ENGINEERING GROUP, INC, PROJECT NO. 3-218-0262, DATED JUNE 29, 2018. SHALL BE SIGNED AND DATED BY THE SOIL ENGINEER PRIOR TO THE PLAN FINAL APPROVAL.

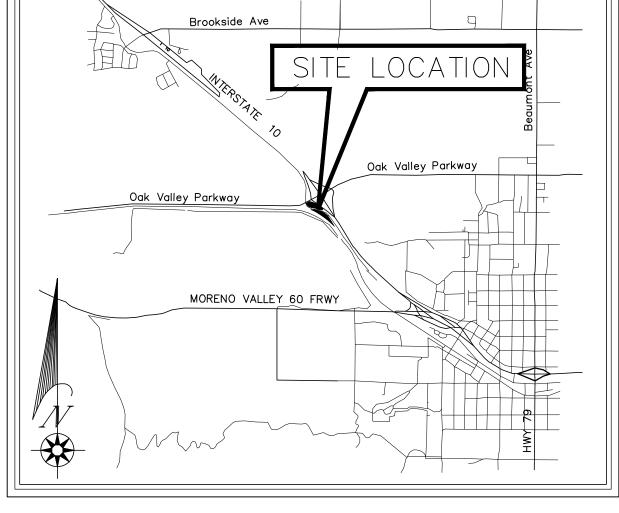
**SIGNATURE:** GE 2477 lanne flician = 8/9/2021 CLARENCE JIANG, DATE EXP. 6/30/2023

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES

- 2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
- QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
- 4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

- 1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT
- 2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT
- 3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE
- 4. SIDEWALK AND DRIVEWAY APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.



#### VICINITY MAP N.T.S.

SITE ADDRESS: 1396 DESERT LAWN DRIVE

#### PRIVATE PROPERTY

. WORK REFLECTED ON PRIVATE PROPERTIES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND NOT PARTS OF THE PUBLIC STREET IMPROVEMENTS; THEY ARE UNDER SEPARATE PLANS

TITLE SHEET

### SHEET INDEX SHEET C1.0

SHEET C2.0 INDEX MAP SHEET C3.0 DEMOLITION PLAN (WEST) SHEET C4.0 DEMOLITION PLAN (EAST) SHEET C5.0 EROSION CONTROL PLAN (WEST) SHEET C6.0 . EROSION CONTROL PLAN (EAST) SHEET C7.0 . STREET IMPROVEMENT PLAN (WEST) SHEET C8.0 STREET IMPROVEMENT PLAN (EAST) SHEET C9.0 . STREET SECTIONS AND DETAILS SHEET C10.0 RETAINING WALL PLAN SHEET C11.0 . STORM DRAIN PLAN AND PROFILE SHEET C12.0 STRIPING AND SIGNAGE PLAN SHEET C13.0 STRIPING AND SIGNAGE PLAN SHEET C14.0 . DETAIL SHEET - 1 SHEET C15.0 ... DETAIL SHEET - 2 SHEET C16.0 . EROSION CONTROL DETAILS

"declaration of responsible charge" I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM: ATLAS CIVIL DESIGN, INC. ADDRESS: 872 HIGUERA STREET

CITY, ST.: SAN LUIS OBISPO, CA 93401 TELEPHONE: (213) 810-8470

Reviewed By:

Recommended

for Approval By:

DATE: 2/9/2024 <sup>0</sup> TYLER H. <sup>∨</sup>JOHNSON

WORK TO BE DONE THE IMPROVEMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY THE CITY ENGINEER:

1. BEAUMONT MUNICIPAL CODE. 2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461. FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES. SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES. ALL OTHER PUBLIC WORKS: THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS

SYMBOL

QUANTITY

- . THIS SET OF PLANS. SOILS REPORT AND RECOMMENDATIONS BY SALEM ENGINEERING GROUP, INC.,
- SALEM PROJECT NUMBER 3-218-0262, DATED JUNE 29, 2018. . CALGREEN CODE AND PLUMBING CODE.

DWG. NO.

#### LEGEND (CITY OF BEAUMONT)

**DESCRIPTION** 

CONSTRUCTION (GREEN BOOK).

DESCRIPTION	N DWG. NO.	SYMBOL	QUANTITY
RIGHT-0	DF-WAY, R/W		
DAYLIGH	IT LINE	//-	
PROP S	EWER	s	
EXISTING	G SEWER		
PROP S	TORM DRAIN	SD	
EXISTING	G STORM DRAIN	SD	
PROP W	/ATER	W	
EXISTING	G WATER	W	
EXISTING	G GAS		
MANHOL	E	MH	
PROP C	ONTOUR		
EXISTING	G CONTOUR		
PROPOS	SED WALL		
EXISTING	G WALL		
CURB &	GUTTER		
CENTER	LINE, CL		
EASEME	NT LINE		
CONCRE	TE	A	
AC PAV	ING		
PED RA	MP		
STREET	LIGHT	• 💢	
TRENCH	REPAIR		
SIGHT L VEHICLE BOLLARI FUEL DI BICYCLE	TER DISPENSER IGHTING VACUUMING STATION D FOR FUEL DISPENSER SPENSER RACKS TED DOMES		
RIP-RAI	P PAD		
	TE V-DITCH  ACCESSIBLE AISLE		
LANDSC	APE AREA	Ψ Ψ Ψ Ψ	
DECORA	TIVE CONCRETE		
FIRE HY WATER STORM SANITAR SEWER SIGN PO	VALVE DRAIN MANHOLE/INLET RY SEWER MANHOLE CLEANOUT DST		
BOLLARI	D	•	

ALL STANDARD DRAWINGS ARE COUNTY OF RIVERSIDE ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS UNLESS NOTED OTHERWISE:

\* RCFC&WCD STANDARD MANUAL

\*\* EMWD SEWER STANDARD DRAWINGS \*\*\* STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION



CITY OF BEAUMONT, CALIFORNIA

STREET IMPROVEMENT PLANS FOR: 1396 DESERT LAWN DRIVE. BEAUMONT, CA 92223

OF 16 SHEETS FILE NO: 3376

PW2020-0578

SHEE

TITLE SHEET



APPR. DATE

CITY

ATLAS CIVIL DESIGN, INC. | SEAL 872 HIGUERA STREET SAN LUIS OBISPO, CA 93401 CONTACT: TYLER H. JOHNSON TEL: (213) 810-8470



DRAWN BY CHECKED BY: EXP. 9/2024 SCALE: No. 85839 AS NOTED 02/22/2021 Tyler H. Johnson 2/9/2024 JOB NUMBER **ENGINEER OF WORK** 

DESIGN BY:

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

Beaumont, CA 9222 TEL: (951) 769-8520 FAX: (951) 769-852

Date: 2/16/24

2/16/24

FLOWLINE

Working Days Before You Dig! GUY POLE 25.9 FEET SOUTH OF THE

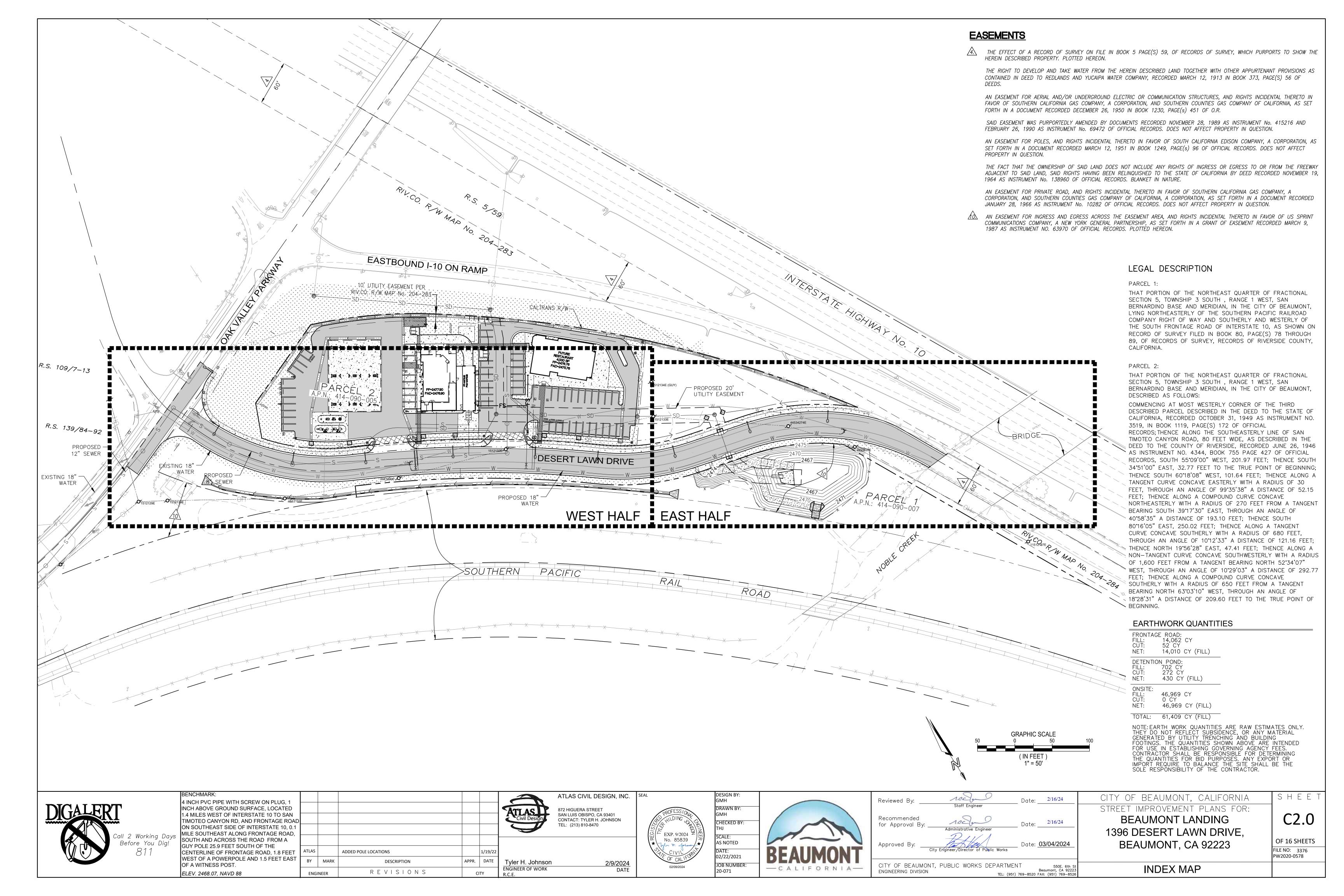
OF A WITNESS POST.

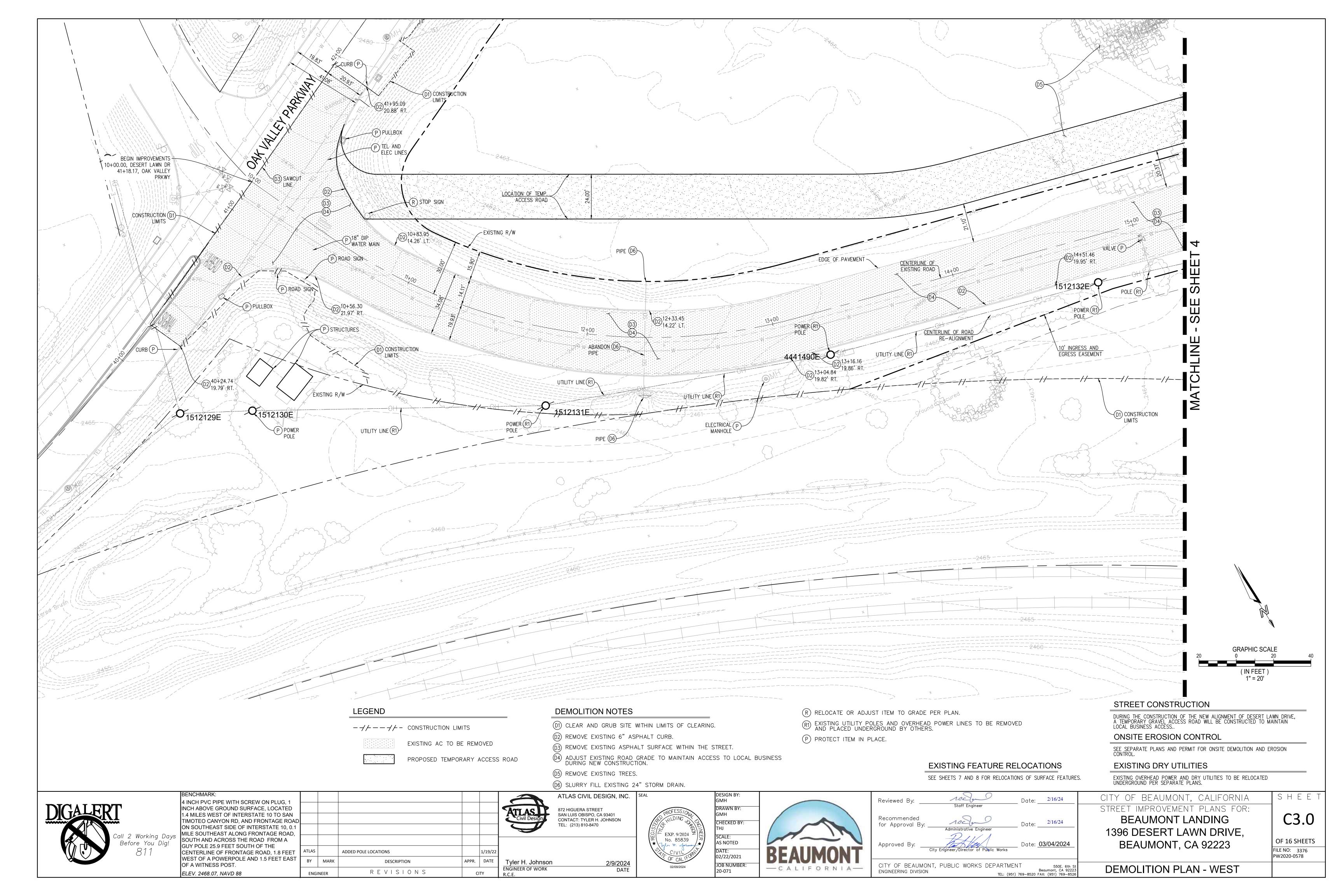
ELEV. 2468.07. NAVD 88

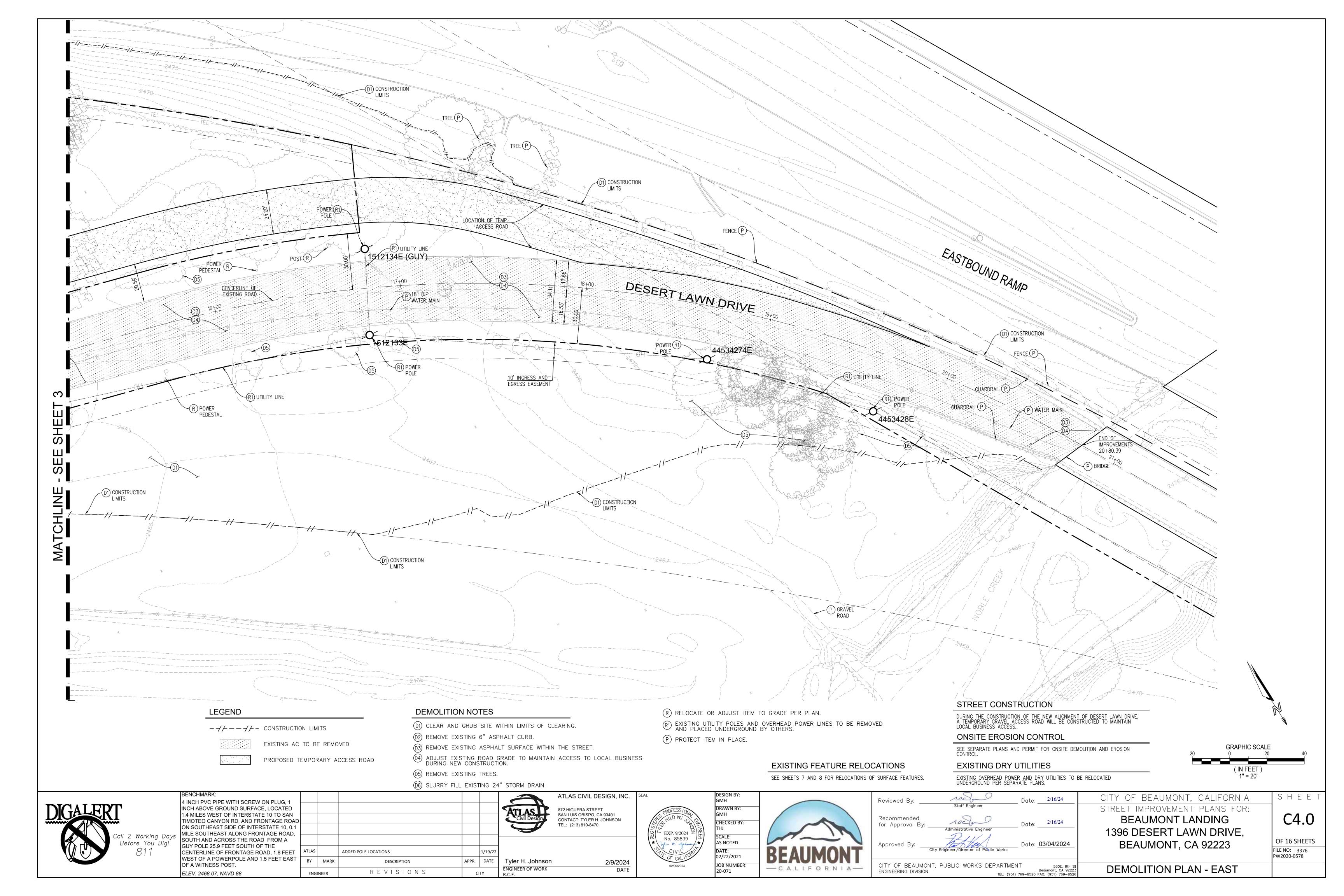
(800) 422-4133

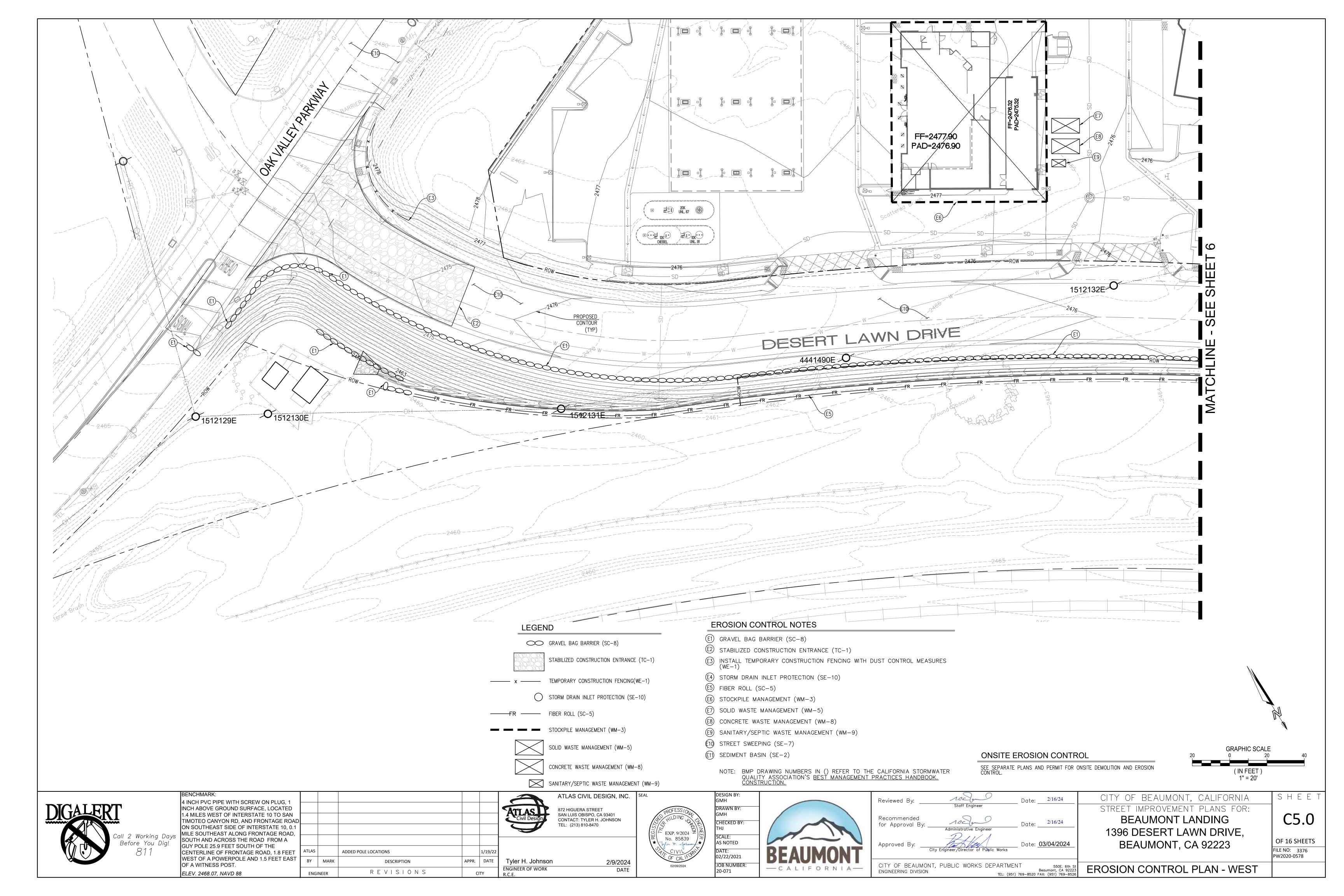
I INCH PVC PIPE WITH SCREW ON PLUG, 1 INCH ABOVE GROUND SURFACE, LOCATED .4 MILES WEST OF INTERSTATE 10 TO SAN TIMOTEO CANYON RD, AND FRONTAGE ROAD ON SOUTHEAST SIDE OF INTERSTATE 10, 0.1 MILE SOUTHEAST ALONG FRONTAGE ROAD, SOUTH AND ACROSS THE ROAD FROM A CENTERLINE OF FRONTAGE ROAD, 1.8 FEET WEST OF A POWERPOLE AND 1.5 FEET EAST BY MARK

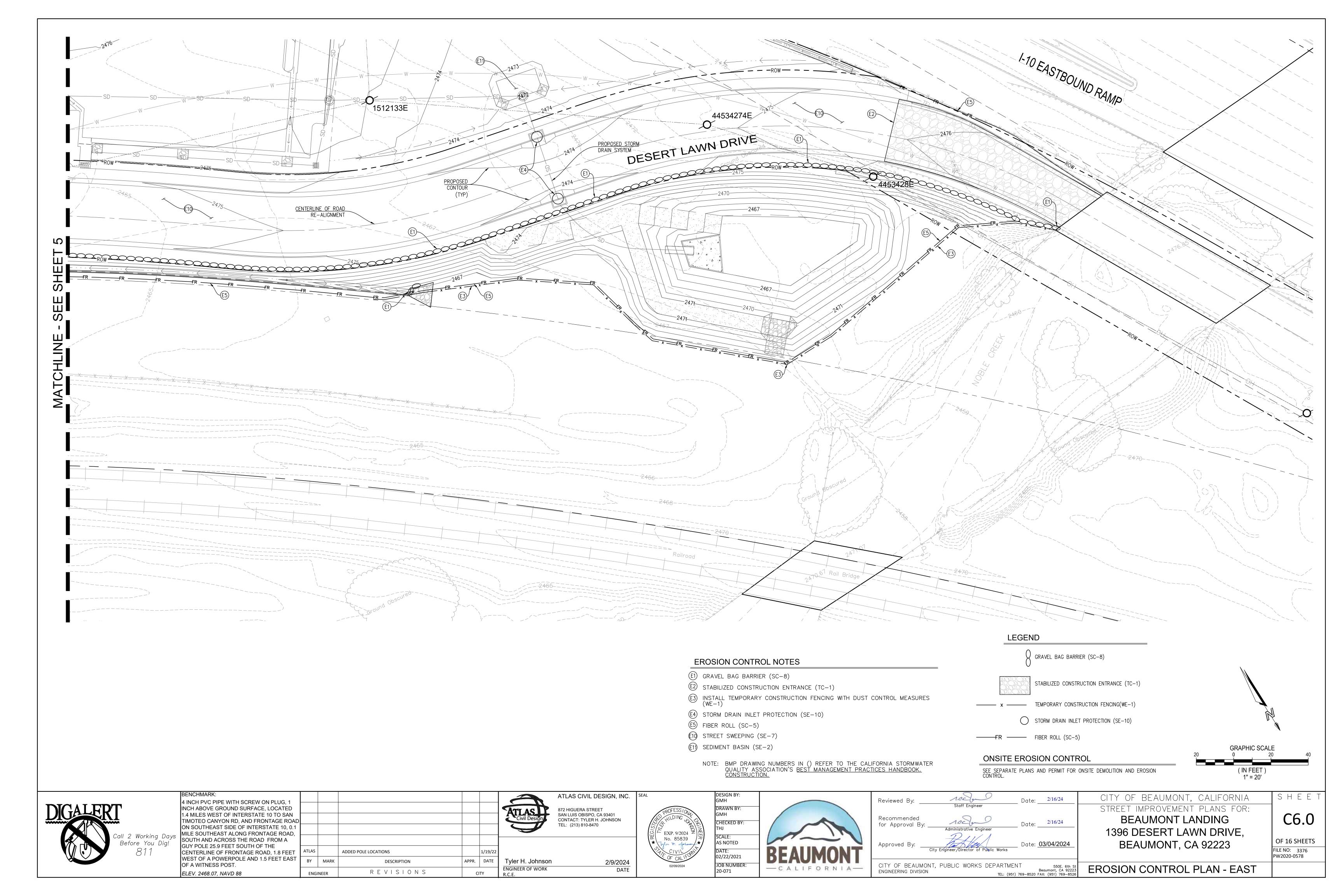
ADDED POLE LOCATIONS

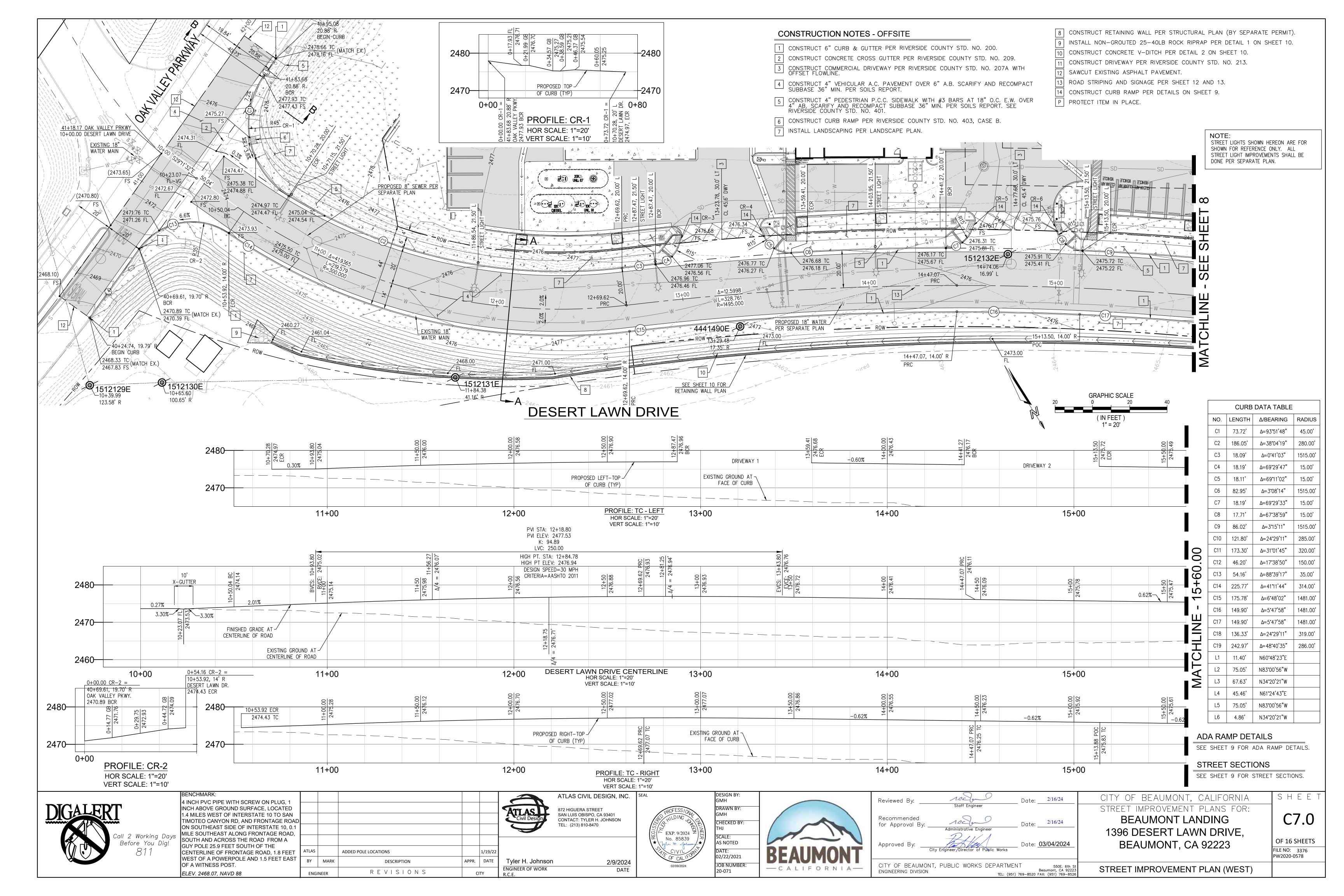


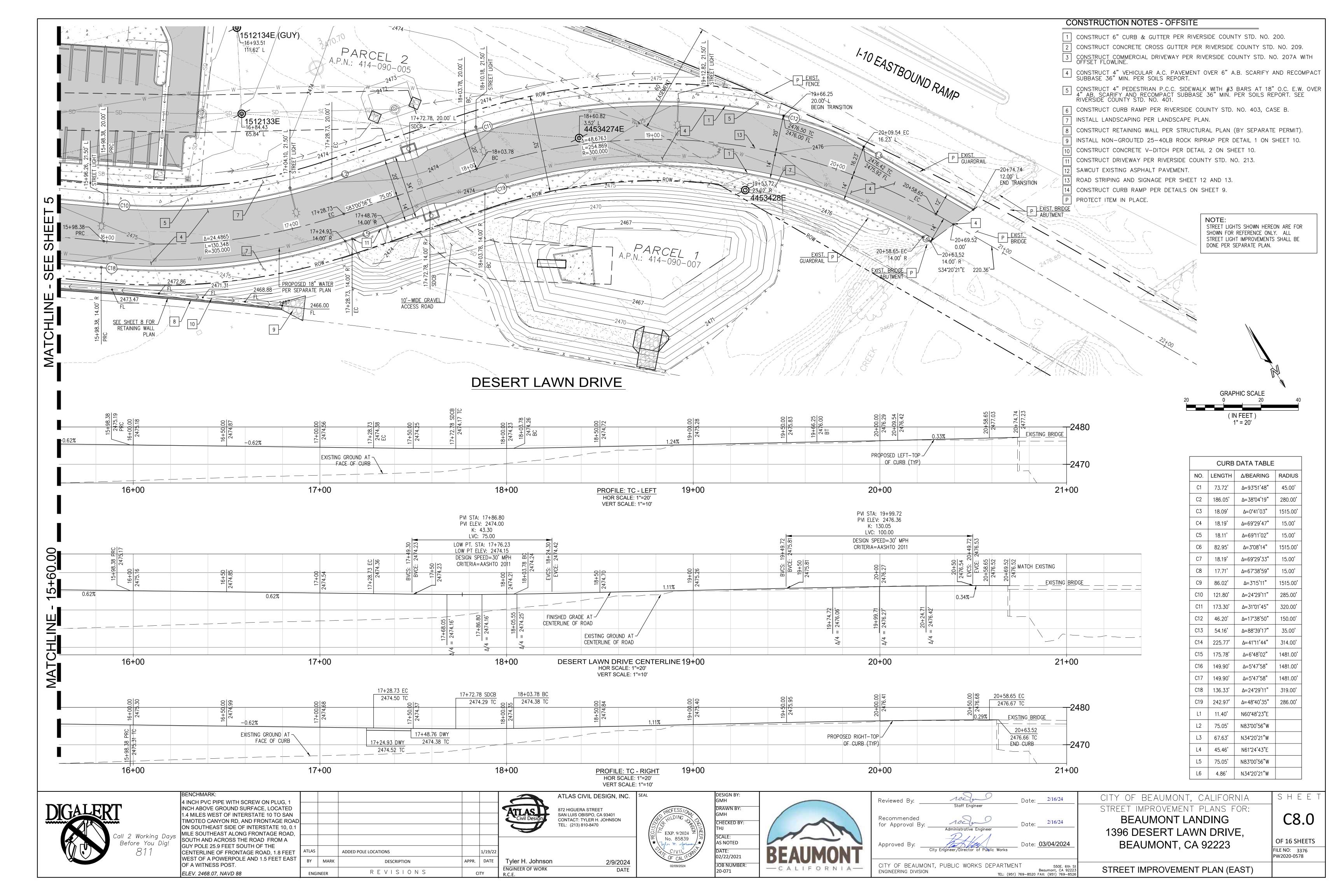


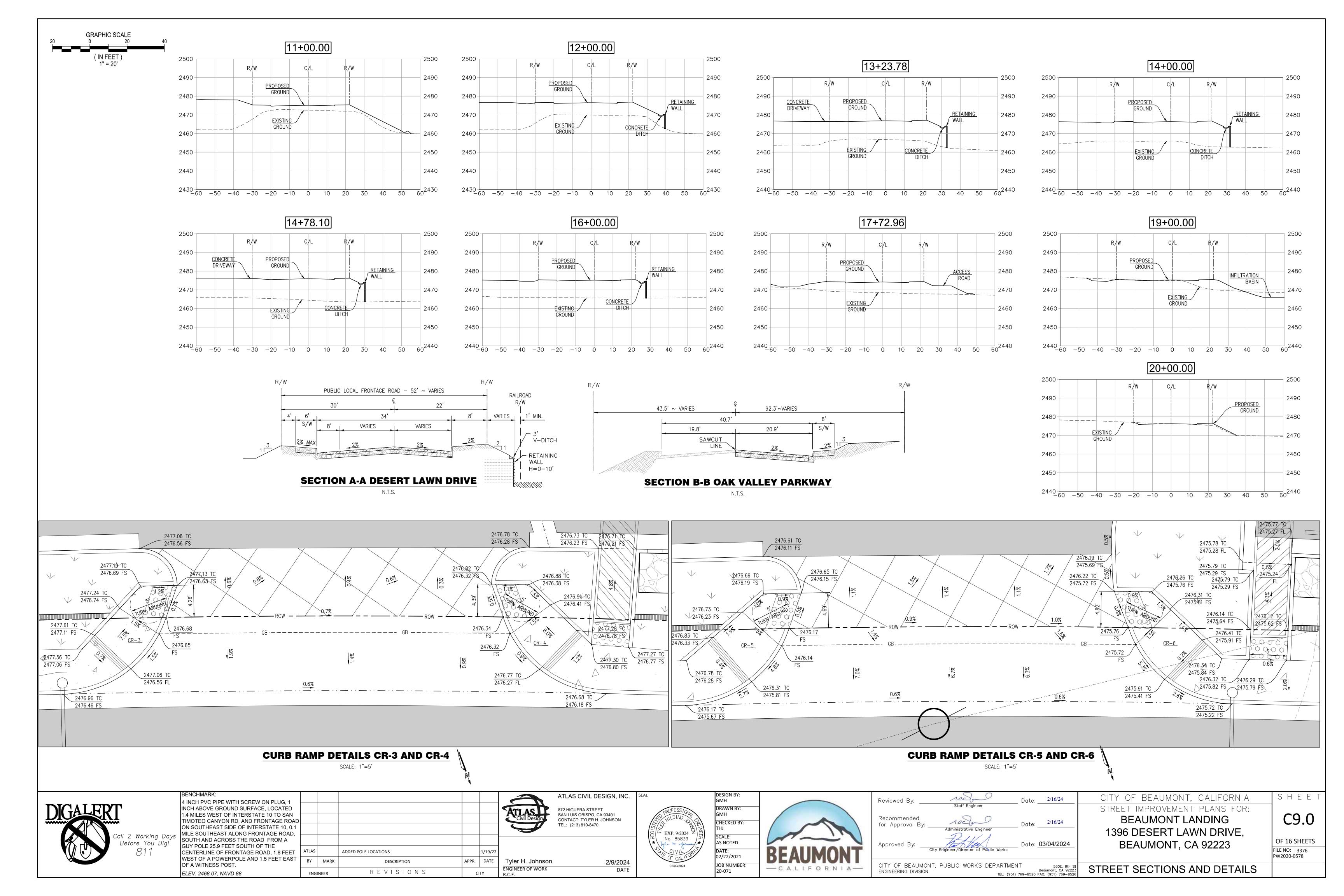


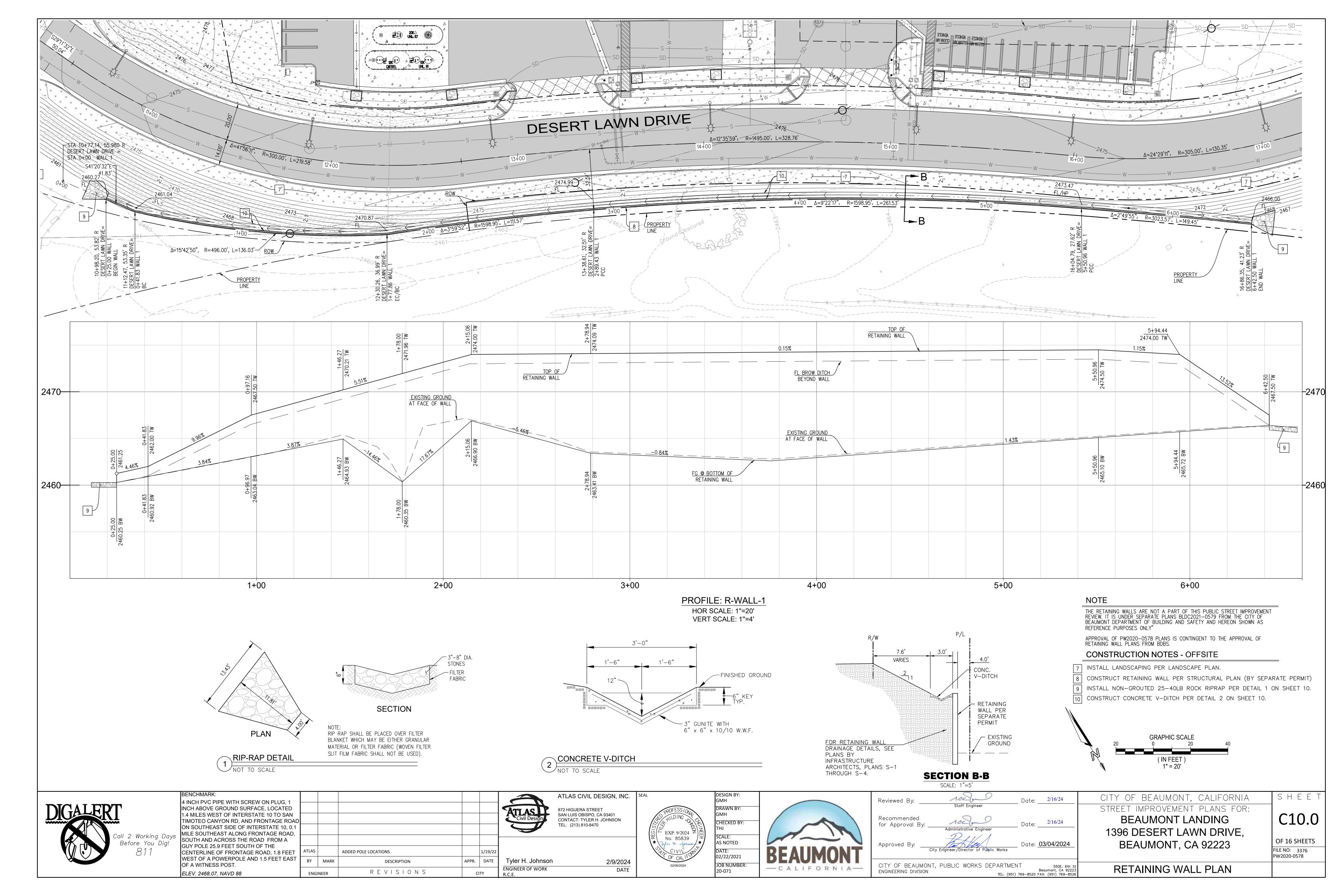


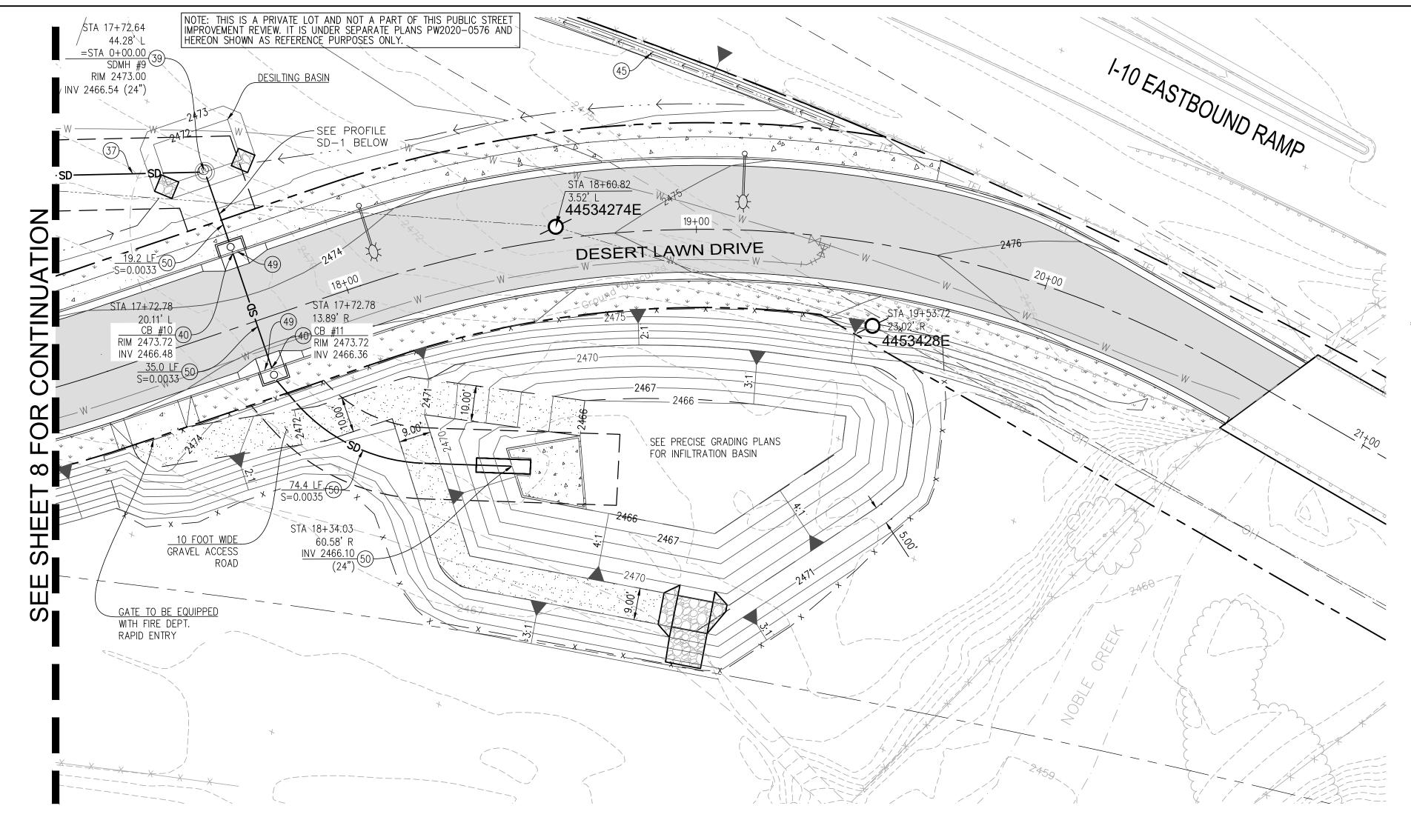












#### GRADING AND DRAINAGE CONSTRUCTION NOTES

- (37) INSTALL 24"Ø HDPE STORM DRAIN PIPE.
- (38) INSTALL 48" MANHOLE PER R.C.F.C.D. STD. NO. MH251 WITH SOLID LOCKING LID.
- (39) INSTALL 48" MANHOLE PER R.C.F.C.D. STD. NO. MH251. WITH BEEHIVE TYPE GRATE.
- 40 INSTALL CURB INLET CATCH BASIN PER RIVERSIDE COUNTY STD. NO. 300 WITH GUTTER DEPRESSION PER STD. NO. 311
- 49 INSTALL BIOCLEAN ARS CURB INLET FILTER PER DETAIL ON SHEET 12.
- (50) INSTALL 24"Ø RCP STORM DRAIN PIPE.
- (51) CONSTRUCT 6" TALL EXTENDED FOOTING.

#### NOTES

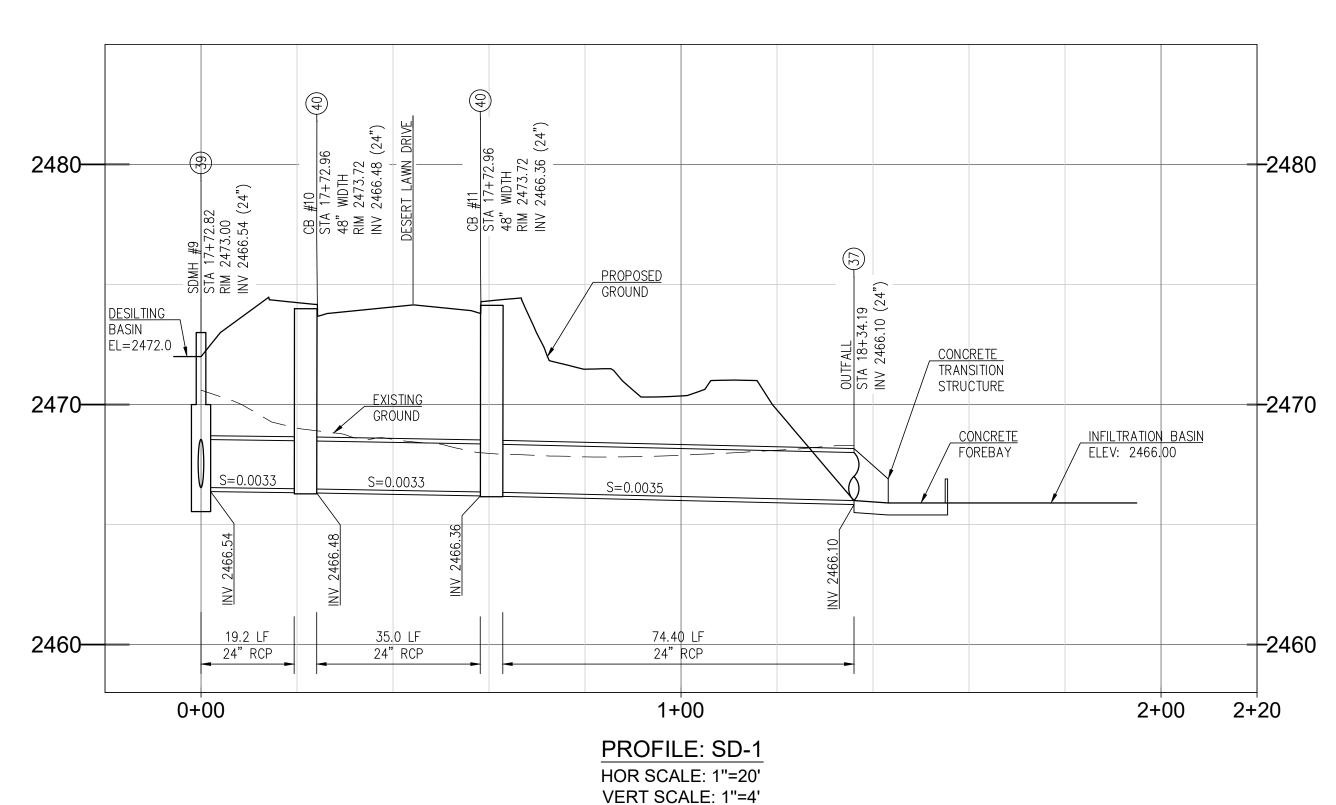
- 1. EVERY EXCAVATION ON A SITE LOCATED 5 FT OR LESS FROM THE STREET AND ALLEY LOT LINE SHALL BE ENCLOSED WITH A BARRIER NOT LESS THAN 6 FT IN HEIGHT. [CBC 3306.9]
- 2. ALL OF THE GRADING PROCEDURES, RECOMMENDATIONS, AND SPECIFICATIONS THAT ARE INDICATED ON THE GEOTECHNICAL REPORT NO. 3-218-0262, DATED 6/29/2018, PREPARED BY SALEM ENGINEERING GROUP, INC. MUST BE ADHERED TO.
- 3. PRIOR TO REQUESTING A FOUNDATION INSPECTION FROM THE DEPARTMENT OF BUILDING AND SAFETY, THE SOILS ENGINEER SHALL INSPECT AND APPROVE THE FOUNDATION EXCAVATIONS
- 4. THE FILL MATERIAL SHALL NOT INCLUDE ORGANIC OR OTHER DELETERIOUS MATERIALS. [CBC J107.4]
- 5. NO ROCK OR SIMILAR IRREDUCIBLE MATERIAL GREATER THAN 3 INCHES, OR AS INDICATED IN THE SOIL REPORT, (WHICHEVER IS SMALLER), IN ANY DIMENSION SHALL BE INCLUDED IN FILLS. [CBC J107.4]
- 6. ALL ALL FILL MATERIAL SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D1557, MODIFIED PROCTOR, IN LIFTS NOT EXCEEDING 6 TO 8 INCHES IN DEPTH, OR AS INDICATED IN THE SOIL REPORT, WHICHEVER IS MORE CONSERVATIVE. [CBC J107.5]
- 7. THE GROUND SURFACE SHALL BE PREPARED TO RECEIVE FILL BY REMOVING VEGETATION, TOPSOIL, AND OTHER UNSUITABLE MATERIALS, AND SCARIFYING THE GROUND TO PROVIDE A BOND WITH THE FILL MATERIAL. [CBC J107.2]
- 8. THE REQUIRED PERMANENT EROSION CONTROL DEVICES AND/OR METHODS SHALL BE INSTALLED AS SOON AS PRACTICABLE AND PRIOR TO CALLING FOR FINAL INSPECTIONS. [CBC J110.1]
- 9. PROVIDE BENCHING WHERE EXISTING GRADE IS AT A SLOPE STEEPER THAN 5 HORIZONTAL TO 1 VERTICAL (20%) AND THE DEPTH OF THE FILL EXCEEDS 5, AND MUST BE IN ACCORDANCE WITH CBC FIGURE J107.3. A KEY SHALL BE PROVIDED THAT IS AT LEAST 10 FEET IN WIDTH AND 2 FEET IN DEPTH. [CBC J107.3]
- 10. BUILDING TO HAVE A LEVEL SETBACK FROM ASCENDING SLOPES EXCEEDING 3:1 (H:V) A MINIMUM OF H/2 BUT NEED NOT EXCEED 15 FT. [CBC 1808.7.1, FIGURE 1808.7.1]
- 11. FOUNDATION TO BE SETBACK FROM DESCENDING SLOPES EXCEEDING 3:1(H: V) A MINIMUM OF H/3 BUT NEED NOT EXCEED 40FT. [CBC
- 1808.7.2, FIGURE 1808.7.1]

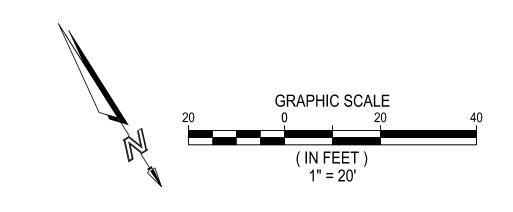
  12. ALL GRADED CUT OR FILL SLOPES SHALL NOT BE STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (50%). [CBC J106.1, J107.6]
- 13. TOE OF CUT OR FILL SLOPES SHALL NOT BE NEARER TO A SITE PROPERTY LINE THAN ONE—FIFTH THE HEIGHT OF THE FILL, WITH A MINIMUM 2 FT. AND A MAXIMUM 20 FT. [CBC J108.2, FIGURE J108.1]
- 14. TOP OF CUT OR FILL SLOPE SHALL NOT BE NEARER TO A SITE PROPERTY LINE THAN ONE—FIFTH THE HEIGHT OF THE SLOPE, WITH A MINIMUM 2 FT. AND A MAXIMUM 10 FT. [CBC J108.2, FIGURE J108.1]

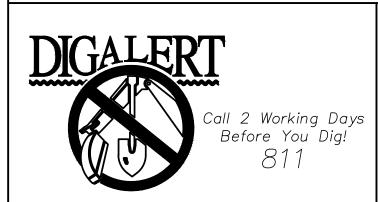
ADDED POLE LOCATIONS

DESCRIPTION

REVISIONS







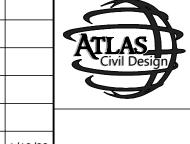
BENCHMARK:

4 INCH PVC PIPE WITH SCREW ON PLUG, 1
INCH ABOVE GROUND SURFACE, LOCATED

1.4 MILES WEST OF INTERSTATE 10 TO SAN
TIMOTEO CANYON RD, AND FRONTAGE ROAD
ON SOUTHEAST SIDE OF INTERSTATE 10, 0.1
MILE SOUTHEAST ALONG FRONTAGE ROAD,
SOUTH AND ACROSS THE ROAD FROM A
GUY POLE 25.9 FEET SOUTH OF THE
CENTERLINE OF FRONTAGE ROAD, 1.8 FEET
WEST OF A POWERPOLE AND 1.5 FEET EAST
OF A WITNESS POST.

ELEV. 2468.07, NAVD 88

ENGINEER



R.C.E.

APPR. DATE

CITY

Tyler H. Johnson

ENGINEER OF WORK

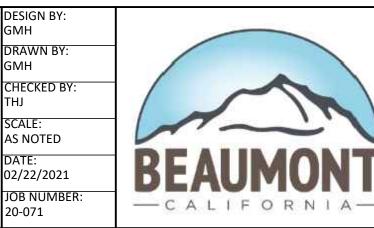
ATLAS CIVIL DESIGN, INC.

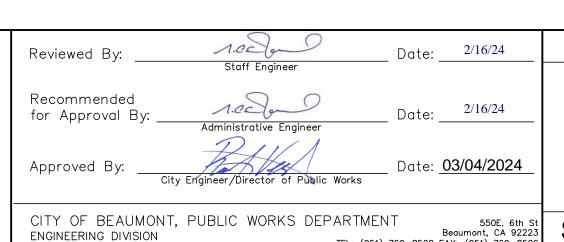
872 HIGUERA STREET
SAN LUIS OBISPO, CA 93401
CONTACT: TYLER H. JOHNSON
TEL: (213) 810-8470

2/9/2024

DATE







STREET IMPROVEMENT PLANS FOR:

BEAUMONT LANDING

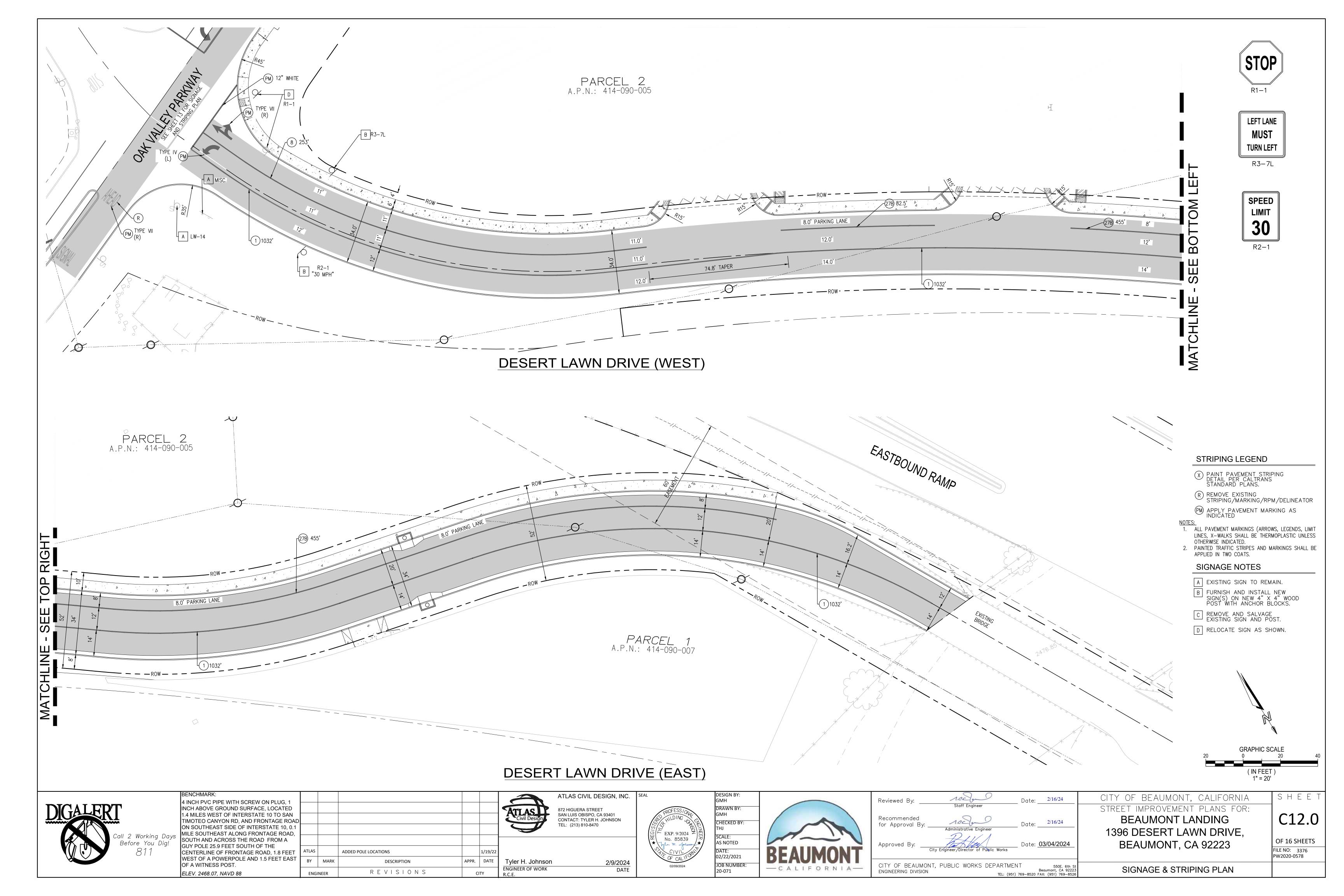
1396 DESERT LAWN DRIVE,

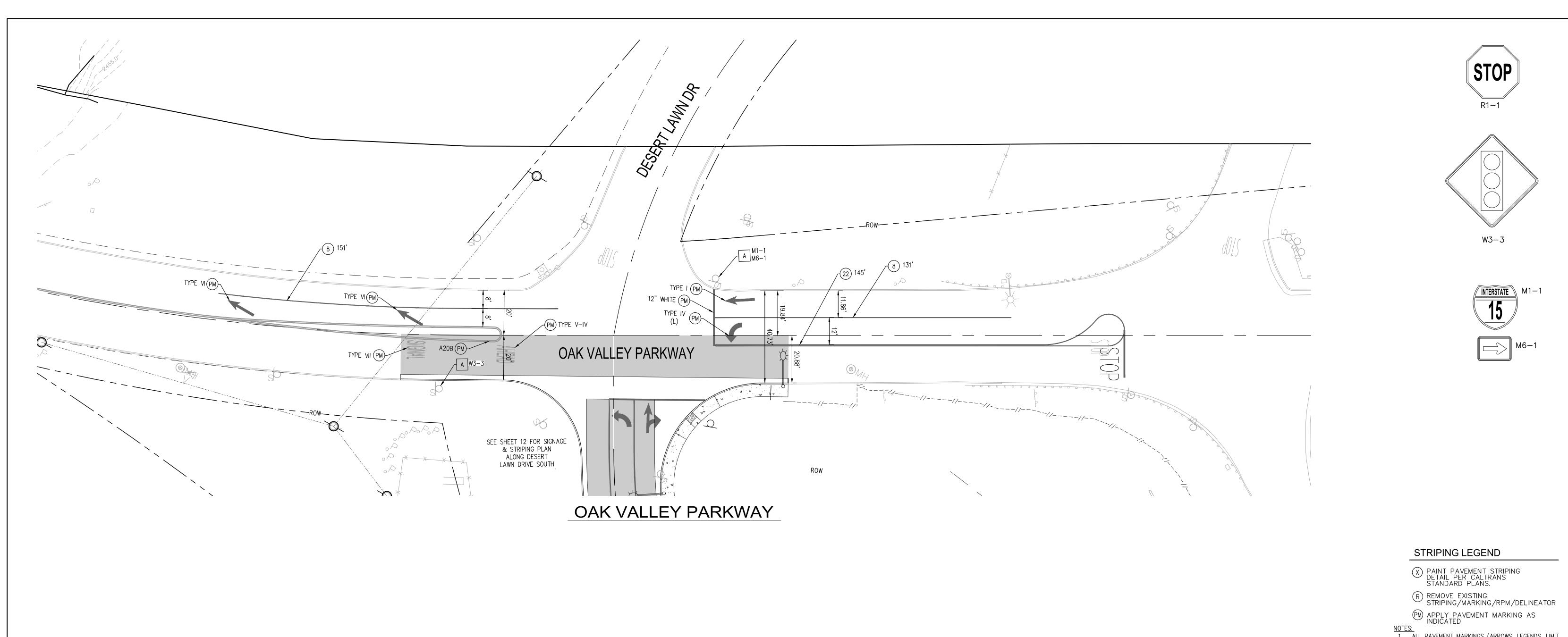
BEAUMONT, CA 92223

OF 16 SHEETS
FILE NO: 3376
PW2020-0578

SHEE

STORM DRAIN PLAN AND PROFILE



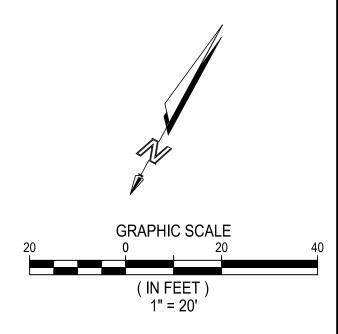


- 1. ALL PAVEMENT MARKINGS (ARROWS, LEGENDS, LIMIT LINES, X-WALKS SHALL BE THERMOPLASTIC UNLESS OTHERWISE INDICATED.
- 2. PAINTED TRAFFIC STRIPES AND MARKINGS SHALL BE APPLIED IN TWO COATS.

#### SIGNAGE NOTES

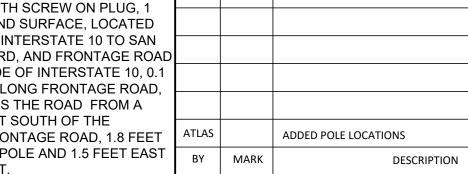
- A EXISTING SIGN TO REMAIN.
- B FURNISH AND INSTALL NEW SIGN(S) ON NEW 4" X 4" WOOD POST WITH ANCHOR BLOCKS.
- C REMOVE AND SALVAGE EXISTING SIGN AND POST.
- D RELOCATE SIGN AS SHOWN.







BENCHMARK:		
4 INCH PVC PIPE WITH SCREW ON PLUG, 1 INCH ABOVE GROUND SURFACE, LOCATED 1.4 MILES WEST OF INTERSTATE 10 TO SAN		
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WEST OF A POWERPOLE AND 1.5 FEET EAST OF A WITNESS POST.	ВҮ	MARK
OF A WITNESS POST.		
ELEV. 2468.07, NAVD 88	ENGI	NEER





Tyler H. Johnson ENGINEER OF WORK R.C.E.

APPR. DATE

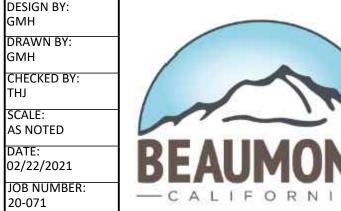
CITY

REVISIONS

ATLAS CIVIL DESIGN, INC. SEAL 872 HIGUERA STREET SAN LUIS OBISPO, CA 93401 CONTACT: TYLER H. JOHNSON TEL: (213) 810-8470

2/9/2024 DATE

EXP. 9/2024 Z No. 85839



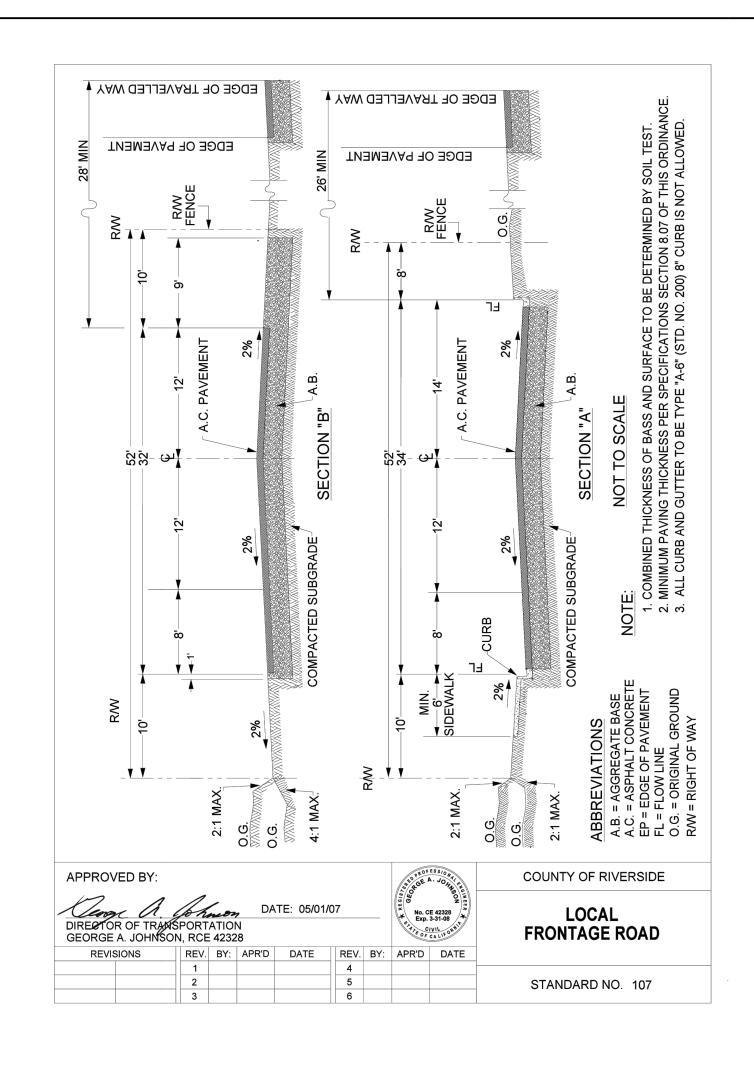
BEAUMONT	

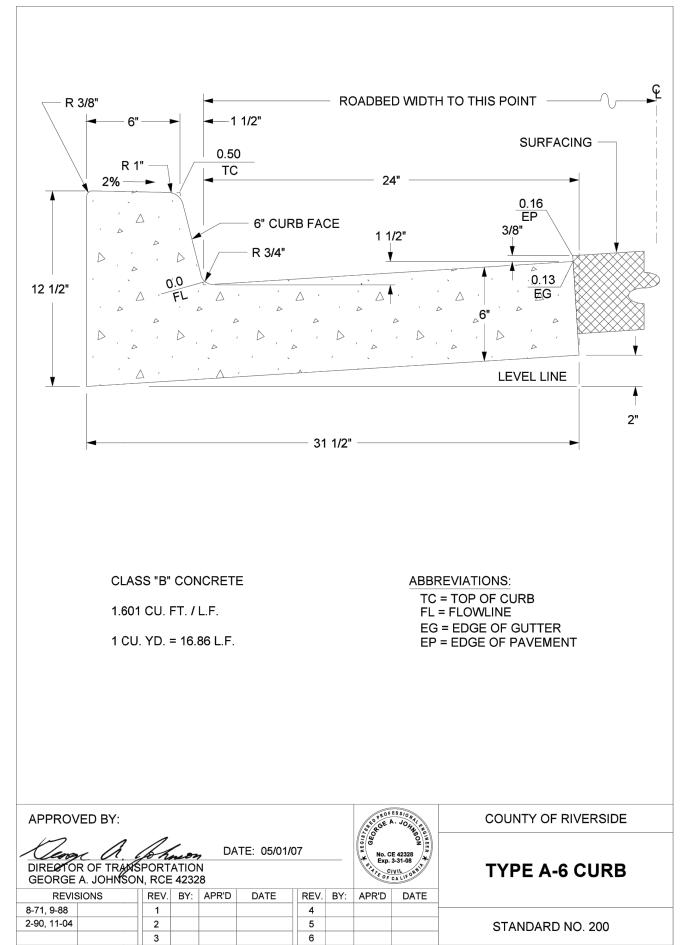
Reviewed By:  Staff Engineer	Date:
Recommended for Approval By:  Administrative Engineer	_ Date:
Approved By:  City Engineer/Director of Public Works	Date: <u>03/04/2024</u>
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION TEL: (951)	550E. 6th St Beaumont, CA 92223 769-8520 FAX: (951) 769-8526

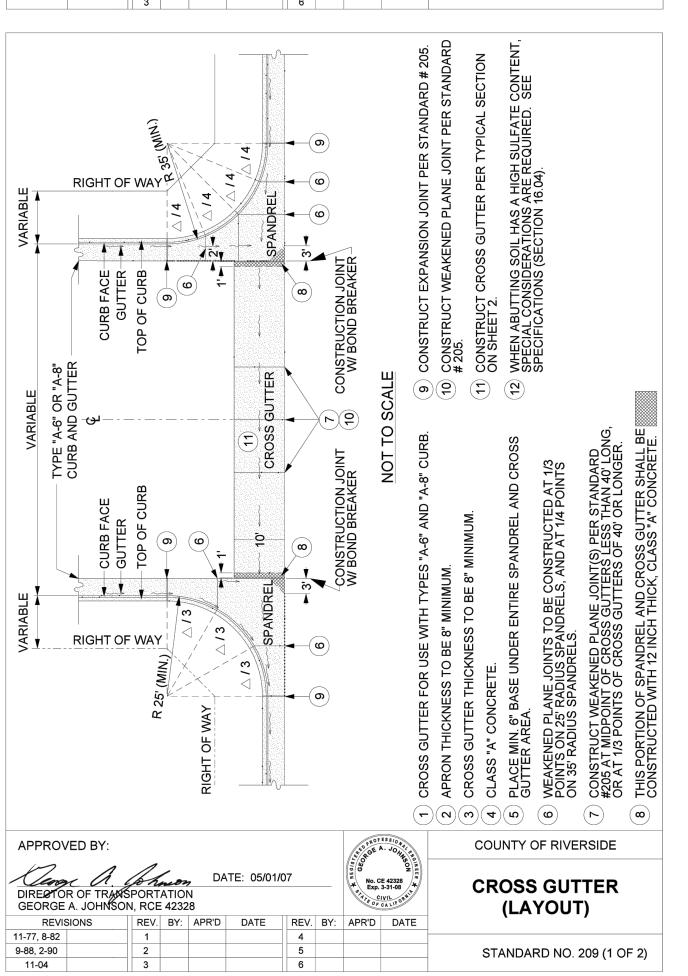
CITY OF BEAUMONT, CALIFORNI
STREET IMPROVEMENT PLANS FOR
<b>BEAUMONT LANDING</b>
1396 DESERT LAWN DRIVE,
BEAUMONT, CA 92223

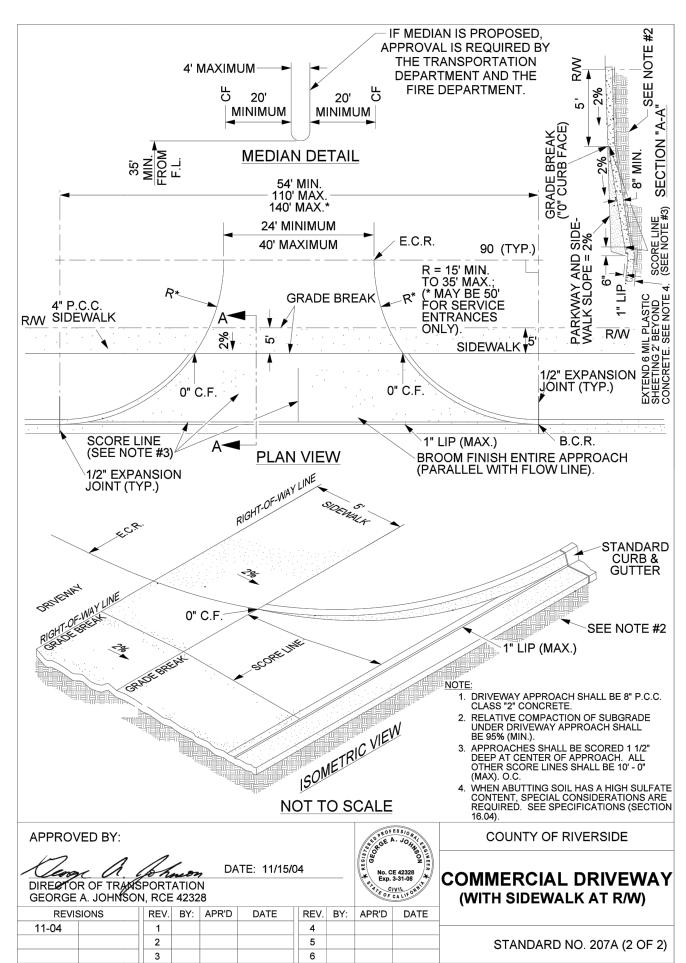
OF 16 SHEETS FILE NO: 3376 PW2020-0578

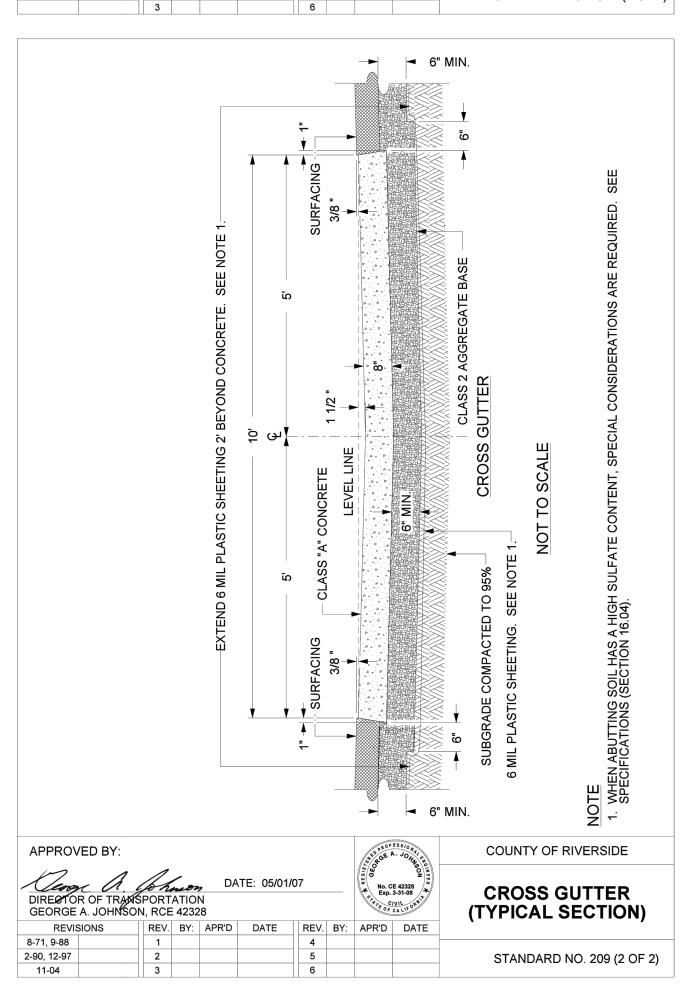
SIGNAGE & STRIPING PLAN

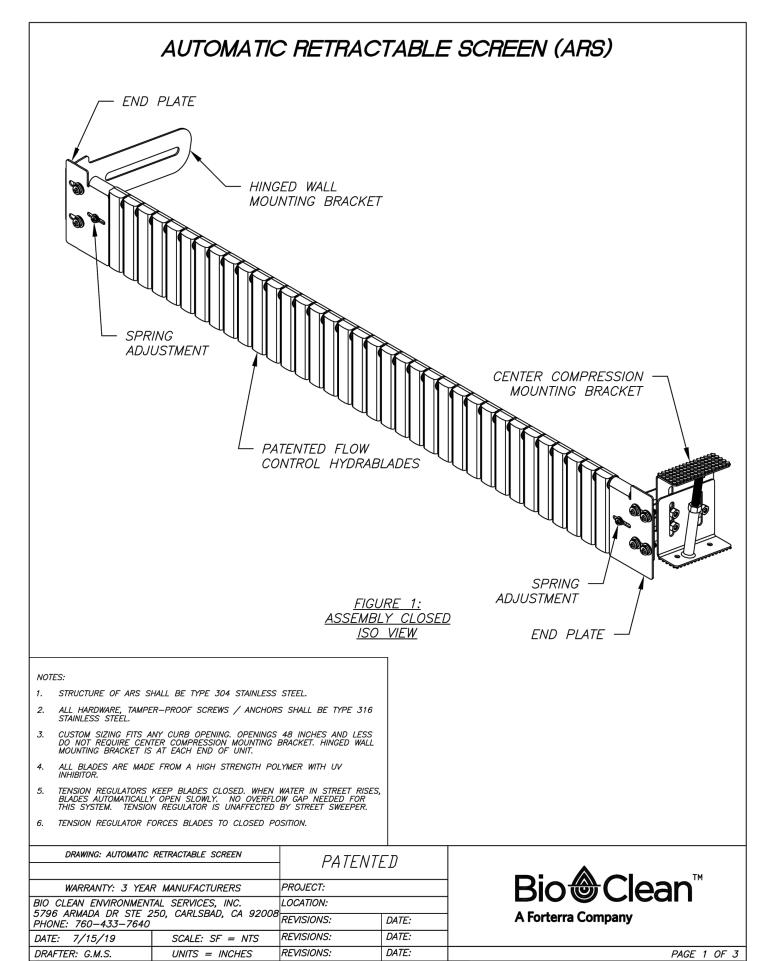


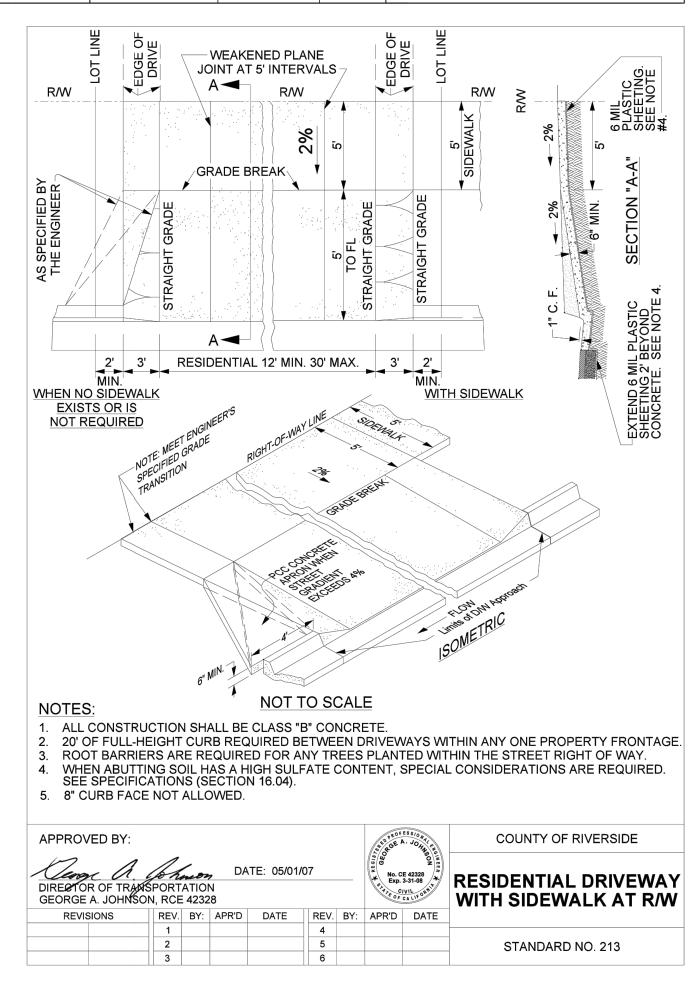






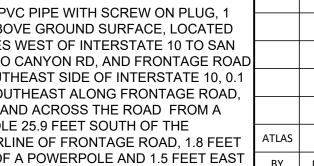


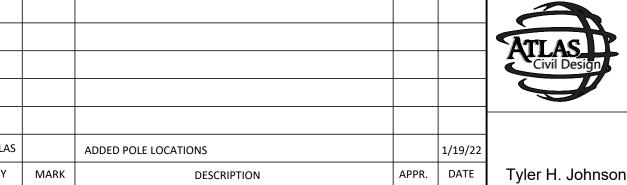






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REVISIONS



ENGINEER OF WORK R.C.E.

CITY

CONTACT: TYLER H. JOHNSON

2/9/2024 DATE





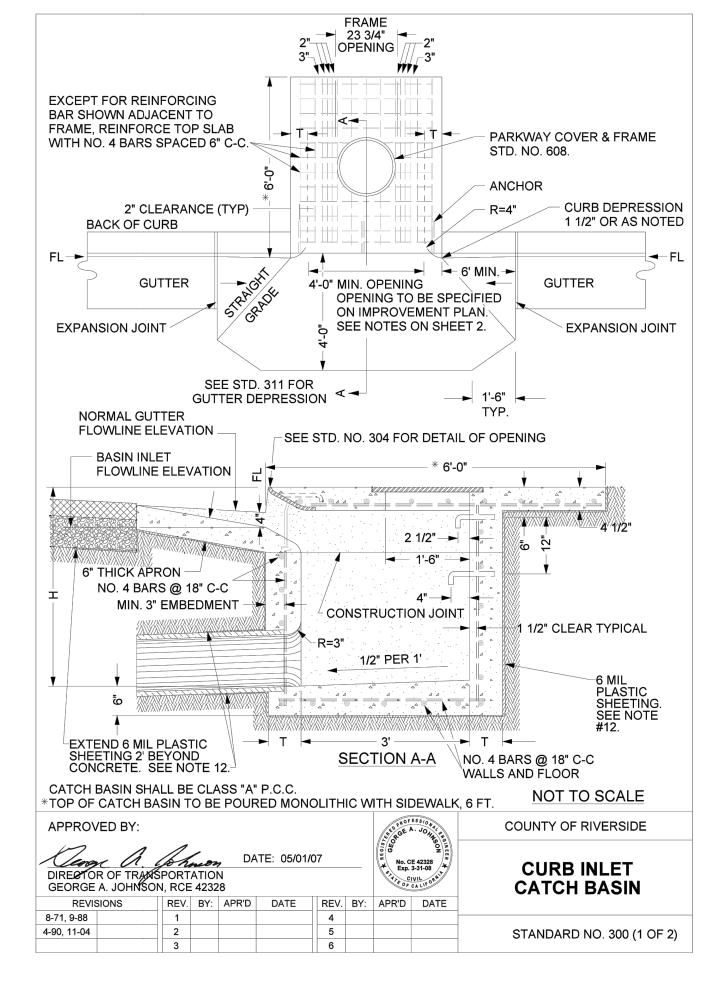
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Recommended for Approval By:	Administrative Engineer	Date:	2/16/24	
Approved By:	City Engineer/Director of Public Works	Date:	03/04/2024	
CITY OF BEAUMO ENGINEERING DIVISION	NT, PUBLIC WORKS DEPARTMEN		550E. 6th St Beaumont, CA 92223 FAX: (951) 769—8526	

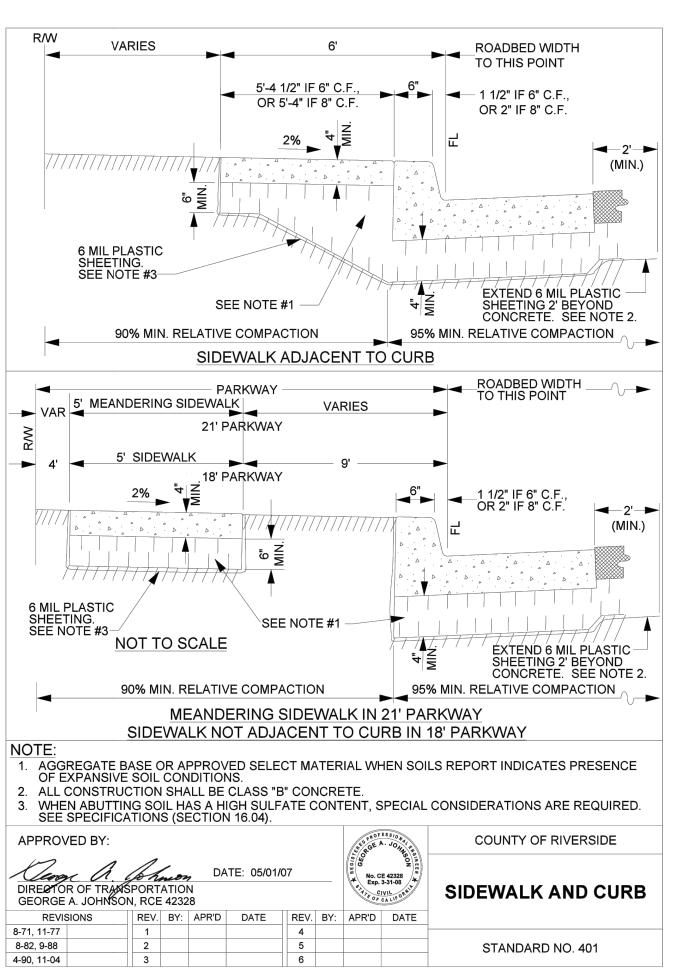
CITY OF BEAUMONT, CALIFORNÍA STREET IMPROVEMENT PLANS FOR: **BEAUMONT LANDING** 1396 DESERT LAWN DRIVE, BEAUMONT, CA 92223

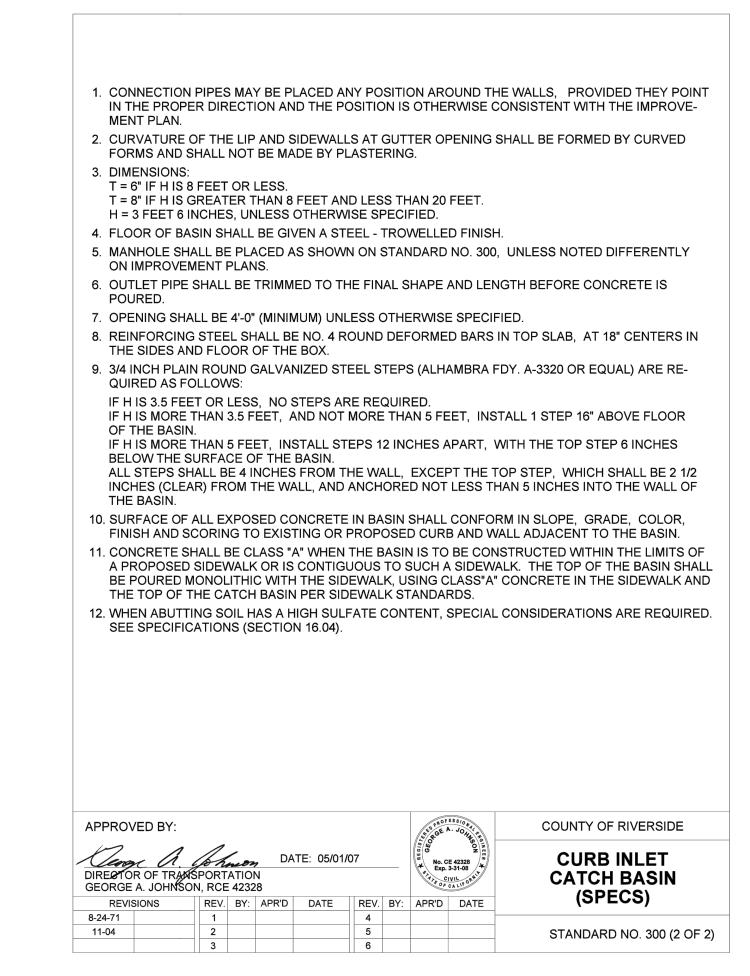
C14.0 OF 16 SHEETS FILE NO: 3376 PW2020-0578

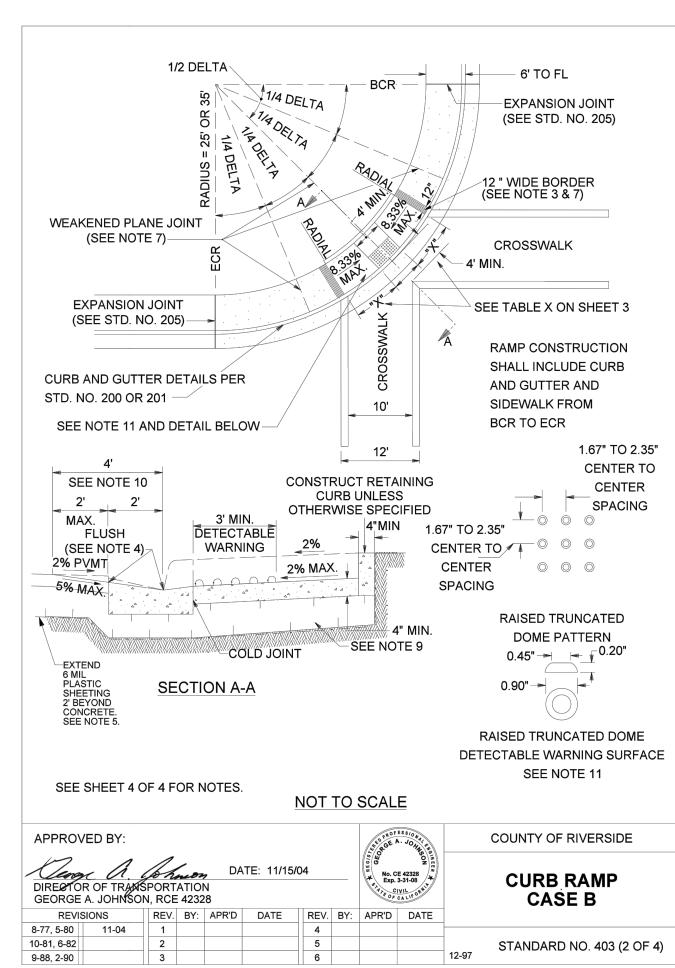
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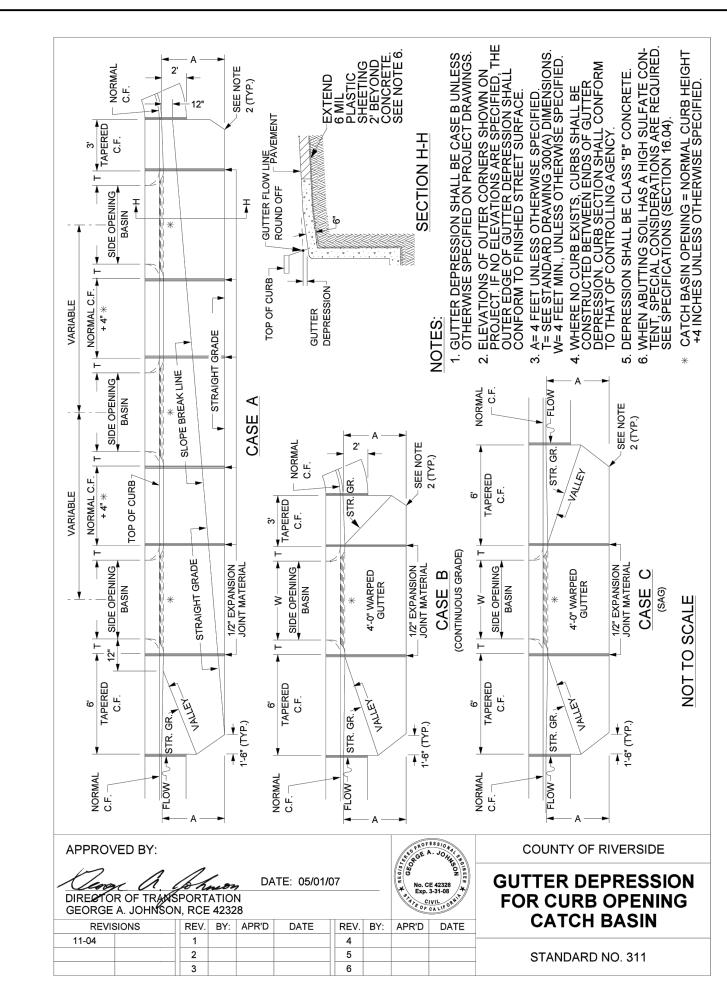
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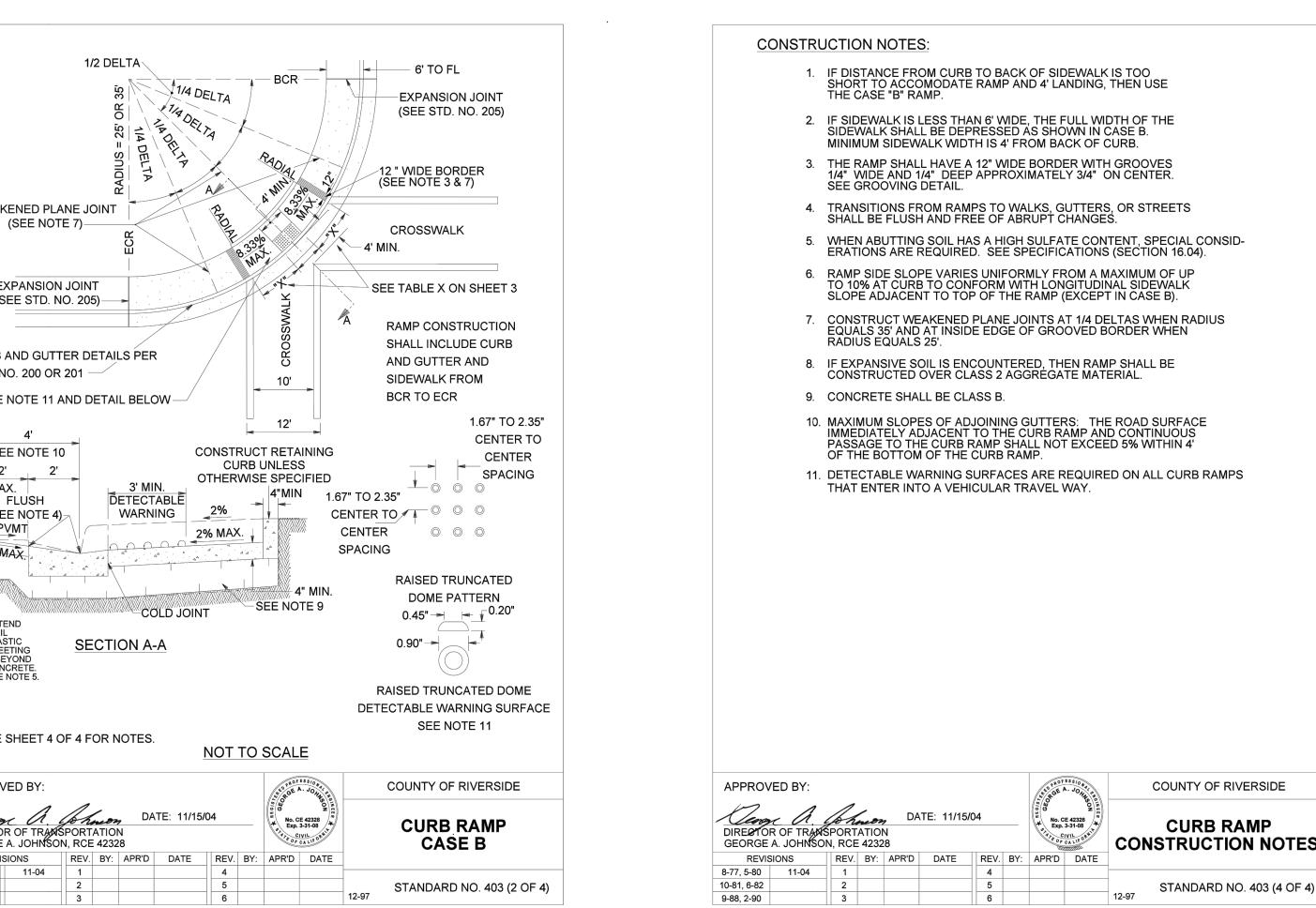


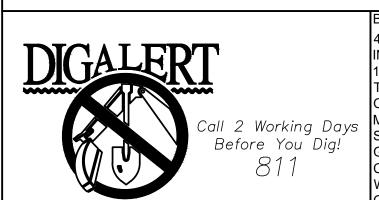


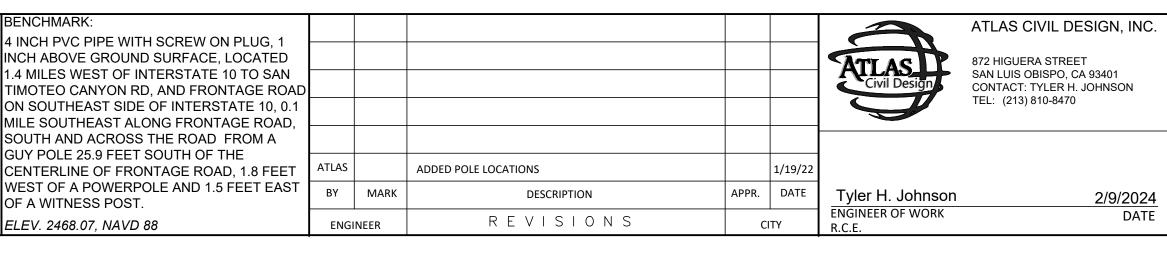


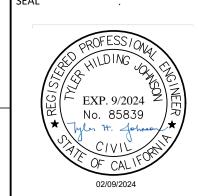


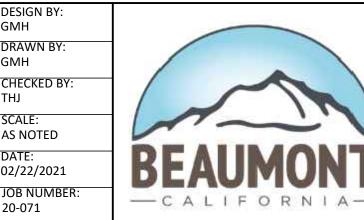


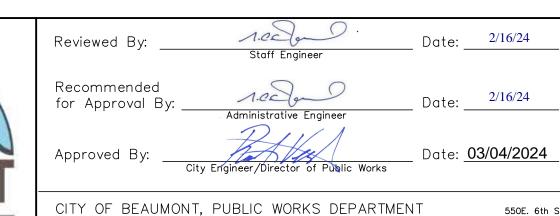












ENGINEERING DIVISION

Beaumont, CA 9222

TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA STREET IMPROVEMENT PLANS FOR: **BEAUMONT LANDING** 1396 DESERT LAWN DRIVE, BEAUMONT, CA 92223

OF 16 SHEETS FILE NO: 3376 PW2020-0578

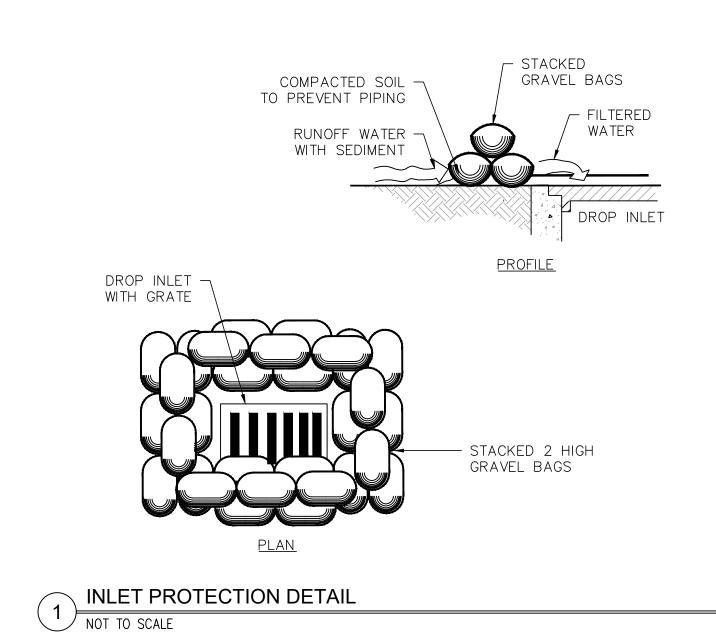
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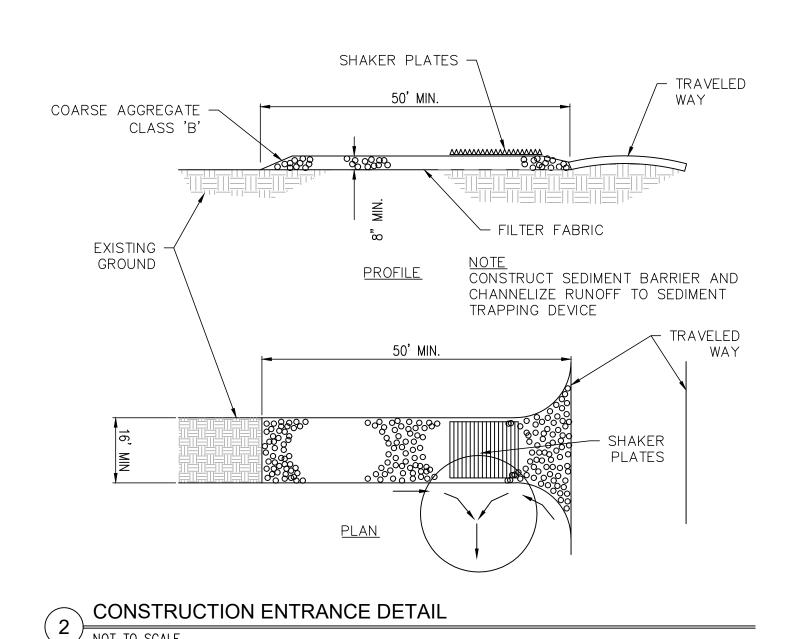
COUNTY OF RIVERSIDE

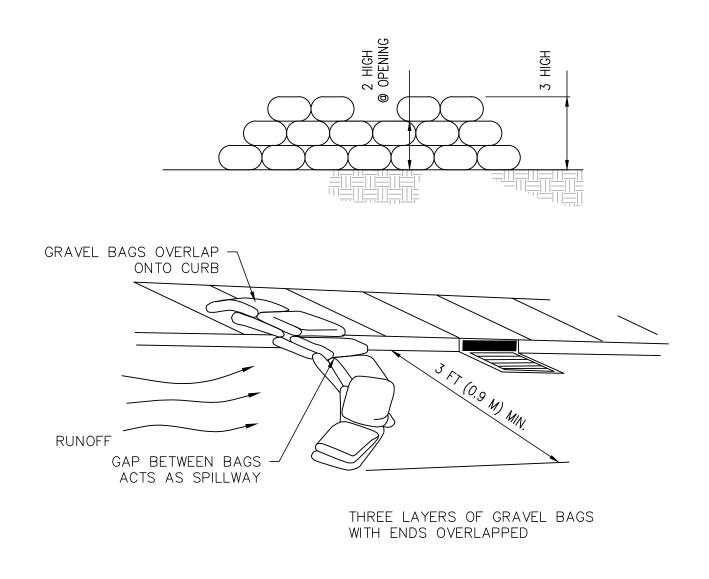
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STANDARD NO. 403 (4 OF 4)

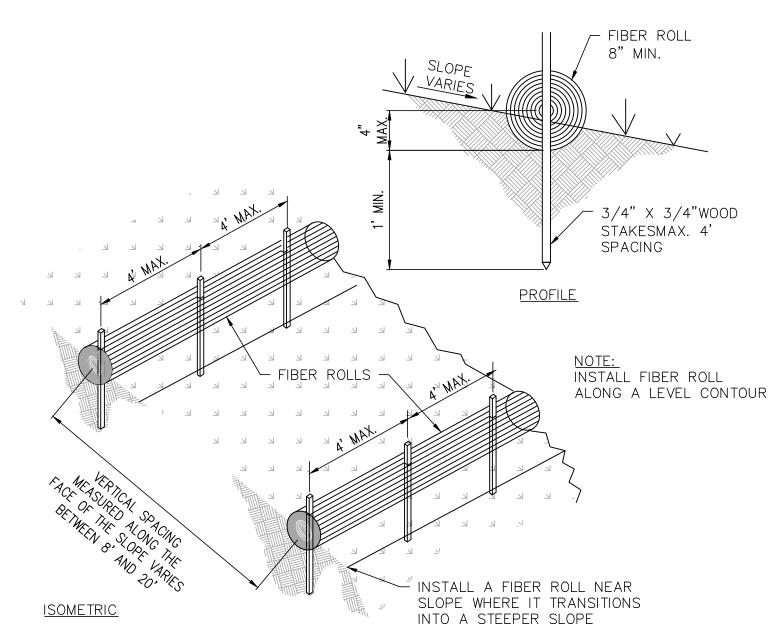
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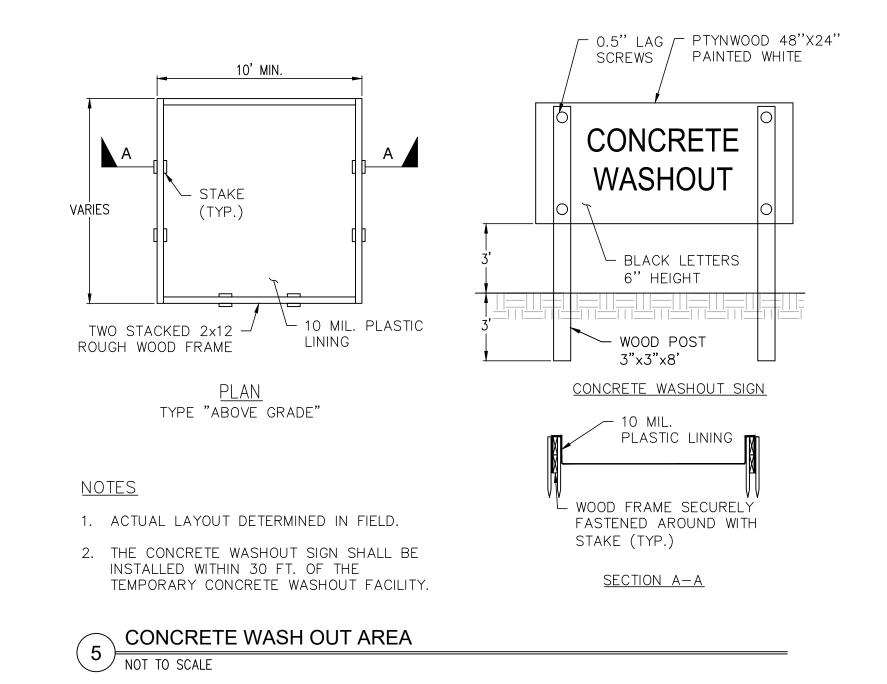




GRAVEL BAG DETAIL NOT TO SCALE

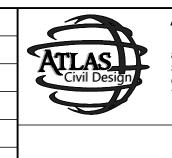








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EST OF A POWERPOLE AND 1.5 FEET EAST FA WITNESS POST.	ВҮ	MARK	DESCRIPTION	APPR.	DATE	
LEV. 2468.07, NAVD 88	ENGI	NEER	REVISIONS	CI	TY	



Tyler H. Johnson

ENGINEER OF WORK

ATLAS CIVIL DESIGN, INC. SEAL 872 HIGUERA STREET SAN LUIS OBISPO, CA 93401 CONTACT: TYLER H. JOHNSON TEL: (213) 810-8470

2/9/2024

DATE

EXP. 9/2024 Z No. 85839



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	MONT ORNIA-

Reviewed By:	1.0cland	Date: _	2/16/24	
	Staff Engineer			
Recommended for Approval By:	1.00	Date: _	2/16/24	
, ,	Administrative Engineer		_	
Approved By:		Date: <u></u>	03/04/2024	
	City Engineer/Director of Public Works			

PARTMENT 550E. 6th St Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS FOR
<b>BEAUMONT LANDING</b>
1396 DESERT LAWN DRIVE,
BEAUMONT, CA 92223

EROSION CONTROL DETAILS

OF 16 SHEETS FILE NO: 3376 PW2020-0578

SHEET

C16.0