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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: <u>07/22/2024</u>		
NAME OF SUBDIVIDER: <u>Beaumont Landing, LLC</u> , a <u>California Limited Liability Company</u> (hereinafter referred to as "Subdivider").		
NAME/NUMBER OF DEVELOPMENT: <u>Beaumont Landing</u> subdivision consisting of _____ residential lots, _____, originally approved on <u>July 14, 2020</u> , and Tentative Tract/Parcel _____ ("Tract/Parcel" or "Tentative Tract/Parcel Map"), originally approved on: _____.		
FINAL TRACT/PARCEL MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER _____ ("Final Tract Map/Final Parcel Map").		
PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").		
EST. TOTAL COST OF PUBLIC IMPROVEMENTS: \$ <u>89,534.00</u> (see Exhibit "B")	EST. TOTAL COST OF PRIVATE IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF MONUMENTATION: \$ _____ (see Exhibit "B")
BOND NUMBERS: <u>CIC1953966</u>		
LETTER OF CREDIT NUMBERS: _____		
FINANCIAL INSTITUTION: _____		

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Beaumont Landing, LLC, a California Limited Liability Company, (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) Eighty Nine Thousand, Five Hundred Thirty Four and 00/100 DOLLARS (\$89,534.00) 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) Eighty Nine Thousand, Five Hundred Thirty Four and 00/100 DOLLARS (\$89,534.00) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

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

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

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

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

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

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

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

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

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

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that revision of the

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

5. **Reserved.**

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

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

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

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

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

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

7. Release of Improvement Securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Notice of Breach/Default of Subdivider.

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

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

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

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

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

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the

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

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

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

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

11. Warranty.

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

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

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

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

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

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

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

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

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

17. Indemnity/Hold Harmless.

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

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

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

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

18. Sale or Disposition of Subdivision; Assignment.

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

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

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

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

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

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by 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. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223
Attn: City Manager	
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262

Notice to Subdivider:

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

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

24. Insurance.

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

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

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

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

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

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

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

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

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

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

(e) Required Endorsements.

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

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

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

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

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

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

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

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

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

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

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

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts

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

29. Runs with the Land; Recordation.

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

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

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

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

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

Subdivider:
Beaumont Landing, LLC

City:
CITY OF BEAUMONT
a Municipal Corporation

Signature: 

Signature: _____
City Manager

Print Name: Oscar Etemadian

ATTEST:

City Clerk

A-Hamid Amini

Notary Public

CERTIFICATE ATTACHED

APPROVED AS TO FORM:

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)

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 MARCH 22, 2024 AS INST. NO. 2021-0084434, 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 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 THROUGH A CENTRAL ANGLE OF 32°20'37" AN ARC LENGTH 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 LENGTH 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 LENGTH 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 MARCH 22, 2024 AS INST. NO. 2024-0080434, 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 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 THROUGH A CENTRAL ANGLE OF 32°20'37" AN ARC LENGTH 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 08°26'09" AN ARC LENGTH 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 SOUTHEASTERLY 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.: _____ APN: 414-090-007 & 414-090-005
 DATE: _____ 26-Feb-24

PP, CUP NO.: _____ PP2018-0019, CUP 2018-0021 BY: _____ Tyler Johnson

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

Streets/Drainage	\$	-
Sewer	\$	89,534.00
Total	\$	89,534.00
Warranty Retention (10%)	\$	8,953.40

Street/Drainage Plan Check Fees = _____
 Sewer Plan Check Fees = _____
 Street Inspection Fees = _____
 Sewer Inspection Fees = _____

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

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

Tyler H. Johnson _____ 2/26/2024
 Engineer's Signature Date

Tyler H. Johnson

 Name typed or printed



Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

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

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: _____ APN: 414-090-007 & 414-090-005

DATE: 26-Feb-24

SEWER IMPROVEMENTS

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

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" P.V.C. (45 Lots @ 25' Avg. Length & 5' for cleanout)	\$ 15.00	\$ -
	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
108	L.F.	6" P.V.C	\$ 20.00	\$ 2,160
467	L.F.	8" P.V.C	\$ 30.00	\$ 14,010
849	L.F.	12" P.V.C	\$ 40.00	\$ 33,960
	L.F.	15" V.C.P.	\$ 50.00	\$ -
10	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ 25,000
	EA.	Drop Manholes	\$ 4,000.00	\$ -
2	EA.	Cleanouts	\$ 500.00	\$ 1,000
	EA.	Sewer Y's	\$ 25.00	\$ -
	EA.	Chimneys	\$ 400.00	\$ -
	EA.	Adjust M.H. to grade	\$ 500.00	\$ -
	L.F.	Concrete Encasement	\$ 35.00	\$ -
	EA.	4" P.V.C. Misc. Fittings	\$ 120.00	\$ -
41	L.F.	Sewer Pipe Sleeving	\$ 36.00	\$ 1,476
	L.S.	Sewer Lift Station	\$ -	\$ -
1	EA.	Backflow prevention device	\$ 250.00	\$ 250
				\$ -
				\$ -

A.	Subtotal	\$	77,856
B.	Contingency (15% x A)	\$	11,678
C.	Sewer Total (A + B)	\$	89,534



NV5
Approved
08/26/2021 11:07:31 AM

Bond No. CIC1953966

PW #:

File #:

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 ~~21~~, 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 Eighty-Nine Thousand Five Hundred Thirty Four & 00/100dollars (\$89,534.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 12th day of July, 2024.

(Seal)

(Seal)

Capitol Indemnity Corporation

Beaumont Landing LLC

SURETY

PRINCIPAL

By: 

By: 

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: _____

CERTIFICATE ATTACHED

Address: 3380 La Sierra Avenue, Suite 104-790

Riverside, CA 92503

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1953966

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

-----MICHAEL D LAPRE; ESTEBAN FLORES; R. M. FRIEDIK; PHILLIP SIMONS; ARTYCE JOHNSON-----
-----BELINDA JOHNSON; MICHAEL SIMONS; MICHELLE L. ELDRIDGE; J.C. SHIVELY; RANDI FORAN-----

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

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$2,000,000.00-----

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.

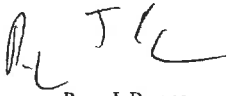

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other 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 duties 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 valid 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 the 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 Attorney-in-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 final 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-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

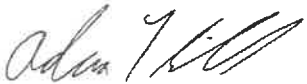
IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

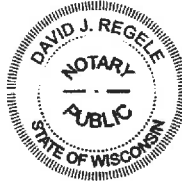


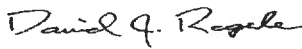
CAPITOL INDEMNITY CORPORATION


Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, 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
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

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 July, 2024




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 truthfulness, accuracy, or validity of that document.

State of California

County of VENTURA

On 07/12/2024 before me, ESTEBAN FLORES, Notary Public,
(Here insert name and title of the officer)

personally appeared R. M. FRIEDIK,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

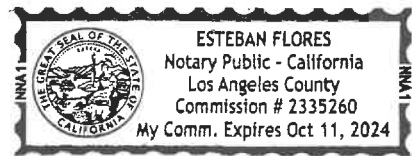
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond CIC1953966

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages -3- Document Date 7/12/24

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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.

- 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 Improvements For Tract Map Or Parcel Map Or Plot Plan, PP2018-0119 dated July 24, 2024, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated 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 Eighty-Nine Thousand Five Hundred Thirty Four & 00/100 dollars (\$ 89,534.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 12th day of July, 2024.

(Seal)

(Seal)

Capitol Indemnity Corporation

Beaumont Landing LLC

SURETY

PRINCIPAL

By: _____

By: _____

Name: R.M. Friedik

Name: OSCAR ETEMADIAN

Title: Attorney-in-Fact

Title: MANAGING MEMBER

Address: 1000 Burnett Ave. Suite #438

By: _____

Concord, CA 94520

A-Hamid Amiri

Name: _____

Notary Public

Title: _____

CERTIFICATE ATTACHED

Address: 3380 La Sierra Avenue, Suite 104-790

Riverside, CA 92503

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1953966

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

-----MICHAEL D LAPRE; ESTEBAN FLORES; R.M.FRIEDIK;PHILLIP SIMONS;ARTYCE JOHNSON-----
-----BELINDA JOHNSON;MICHAEL SIMONS;MICHELLE L. ELDRIDGE; J.C. SHIVELY; RANDI FORAN-----

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

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$2,000,000.00-----

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 are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other 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 duties 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 valid 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 the 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 Attorney-in-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 final 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-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the 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.

Attest:

RJ Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Todd Burrick
Todd Burrick
Chief Underwriting Officer

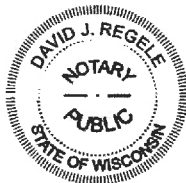


CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Adam L. Sills
Chief Executive Officer and President

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 sworn, 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
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

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 July, 2024



Suzanne M. Broadbent
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 truthfulness, accuracy, or validity of that document.

State of California

County of VENTURA

On 07/12/2024 before me, ESTEBAN FLORES, Notary Public,
(Here insert name and title of the officer)

personally appeared R. M. FRIEDIK,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

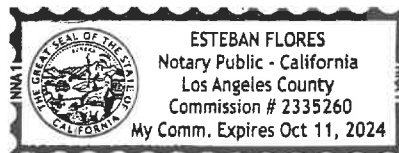
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond CIC1953966

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages -3- Document Date 7/12/24

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- 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 07/24/2024 before me, A-Hamid Amini Notary Public
(Here insert name and title of the officer)

personally appeared Oscar Ete madi an
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Paymt Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. 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.

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

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On 02/24/2024 before me, A-Hamid Amini Notary Public
(Here insert name and title of the officer)

personally appeared Oscar Etemadian
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Performance Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

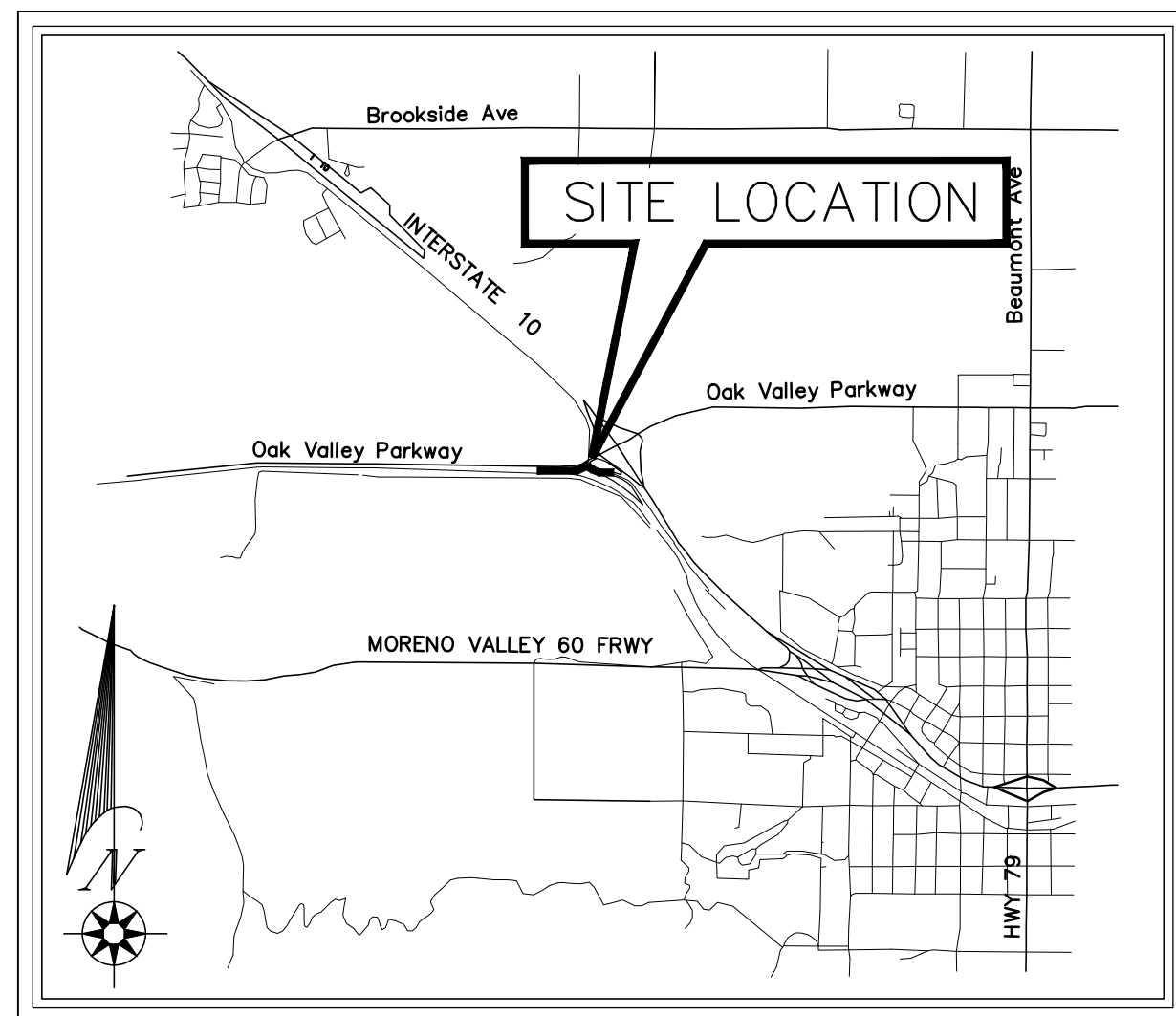
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SANITARY SEWER IMPROVEMENT PLANS FOR BEAUMONT LANDING

CITY OF BEAUMONT, COUNTY OF RIVERSIDE, CALIFORNIA
APN: 414-090-007 & 414-090-005
SEC. 5, TWP. 3 S., RGE 1 W., SBM



VICINITY MAP
N.T.S.

LEGEND

- PROPERTY BOUNDARY LINE
- CENTERLINE
- LINE EASEMENT LINE
- 335 --- EXISTING CONTOURS
- 335 --- PROPOSED CONTOURS
- X X X CHAIN LINK FENCE
- o o o WROUGHT IRON FENCE
- RETAINING WALL
- S----- SANITARY SEWER
- SD----- STORM DRAIN
- W----- WATER MAIN
- FS----- FIRE WATER MAIN
- ▭ PROPOSED CONCRETE
- ▭ AC PAVEMENT
- ▭ PROPOSED LANDSCAPE
- ⚡ FIRE DEPARTMENT CONNECTION
- ⚡ FIRE HYDRANT
- WATER VALVE
- ⊙ STORM DRAIN MANHOLE
- ⊙ SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- STREET SIGN
- LIGHT
- BOLLARD

ABBREVIATIONS

AB	AGGREGATE BASE	LF	LINEAR FOOT
AC	ASPHALT CONCRETE	LP	LOW POINT
APN	ASSESSOR PARCEL NUMBER	LS	LUMP SUM
BB	ELEVATION AT BOTTOM OF BASIN	MOC	MIDDLE OF CURVE
BC	BACK OF CURB	N'LY	NORTHERLY
BCR	BEGINNING OF CURB RETURN	N	NORTH
BOP	BOTTOM OF PIPE	NTS	NOT TO SCALE
BU	ELEVATION AT BOTTOM OF UNIT	OC	ON CURVE / ON CENTER
CB	CATCH BASIN	PCC	PORTLAND CEMENT CONCRETE
CF	CURB FACE	PL	PROPERTY LINE
CL	CENTERLINE	PUE	PUBLIC UTILITY EASEMENT
CONC	CONCRETE	PVC	POLYVINYL CHLORIDE
CONST	CONSTRUCT, CONSTRUCTION	RD	ROOF DRAIN
CY	CUBIC YARD	R/W	RECLAIMED WATER RIGHT-OF-WAY
DI	DRAIN INLET	S	SEWER OR SOUTH
DWG	DRAWING	SD	STORM DRAIN
EC	END OF CURVE	SF	SQUARE FOOT
E	EAST	S'LY	SOUTHERLY
EA	EACH	STD	STANDARD
ECR	END OF CURB RETURN	TAN	TANGENT
E'LY	EASTERLY	TB	ELEVATION AT TOP OF BASIN
EP	EDGE OF PAVEMENT	TC	TOP OF CURB
ESMT	EASEMENT	TOP	TOP OF PIPE
FF	FINISHED FLOOR	TOR	TOP OF RIM
FG	FINISHED GRADE	TS	TOP OF SLOPE
FL	FLOW LINE	TU	ELEVATION AT TOP OF UNIT
FS	FINISHED SURFACE	W	WATER OR WEST
GB	GRADE BREAK	W'LY	WESTERLY
HDR	HEADER	XXX.XX	PROPOSED ELEVATION
HP	HIGH POINT	(XXX.XX)	EXISTING ELEVATION
INV	INVERT		DRAINAGE FLOW DIRECTION
JS	JUNCTION STRUCTURE		

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER DESIGN OF THIS 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 EASTERN MUNICIPAL WATER DISTRICT IS CONFINED TO A REVIEW ONLY AND 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

BY: Tyler H. Johnson DATE: 2/26/2024

TYLER H. JOHNSON R.C.E. 85839

LEGAL DESCRIPTION

PARCEL 1:

THAT PORTION OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BEAUMONT, LYING NORTHEASTERLY OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY AND SOUTHERLY AND WESTERLY OF THE SOUTH FRONTAGE ROAD OF INTERSTATE 10, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 80, PAGE(S) 78 THROUGH 89, OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BEAUMONT, DESCRIBED AS FOLLOWS:

COMMENCING AT MOST WESTERLY CORNER OF THE THIRD DESCRIBED PARCEL DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 31, 1949 AS INSTRUMENT NO. 3519, IN BOOK 1119, PAGE(S) 172 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHEASTERLY LINE OF SAN TIMOTEO CANYON ROAD, 80 FEET WIDE, AS DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE, RECORDED JUNE 26, 1946 AS INSTRUMENT NO. 4344, BOOK 755 PAGE 427 OF OFFICIAL RECORDS, SOUTH 55°09'00" WEST, 201.97 FEET; THENCE SOUTH 34°51'00" EAST, 32.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 60°18'08" WEST, 101.64 FEET; THENCE ALONG A TANGENT CURVE CONCAVE EASTERLY WITH A RADIUS OF 30 FEET, THROUGH AN ANGLE OF 99°35'38" A DISTANCE OF 52.15 FEET; THENCE ALONG A COMPOUND CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 270 FEET FROM A TANGENT BEARING SOUTH 39°17'30" EAST, THROUGH AN ANGLE OF 40°58'35" A DISTANCE OF 193.10 FEET; THENCE SOUTH 80°16'05" EAST, 250.02 FEET; THENCE ALONG A TANGENT CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 680 FEET, THROUGH AN ANGLE OF 10°12'33" A DISTANCE OF 121.16 FEET; THENCE NORTH 19°56'28" EAST, 47.41 FEET; THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 1,600 FEET FROM A TANGENT BEARING NORTH 52°34'07" WEST, THROUGH AN ANGLE OF 10°29'03" A DISTANCE OF 292.77 FEET; THENCE ALONG A COMPOUND CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 650 FEET FROM A TANGENT BEARING NORTH 63°03'10" WEST, THROUGH AN ANGLE OF 18°28'31" A DISTANCE OF 209.60 FEET TO THE TRUE POINT OF BEGINNING.

PROJECT INFORMATION

OWNER OAK VALLEY PARTNERS, LP CRAIG MARTIN 6212 RIVER HIGHLANDS DR. MCKINNEY, TX. 75070 (469) 855-8300	ARCHITECT INFRASTRUCTURE ARCHITECTS 222 S. HARBOR BLVD. SUITE 705 ANAHEIM, CA 92805 (949) 903-0653
--	---

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

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

SHEET INDEX

SHEET C1.0	TITLE SHEET
SHEET C2.0	INDEX MAP
SHEET C3.0	SEWER EXTENSION PLAN AND PROFILE-1
SHEET C4.0	SEWER EXTENSION PLAN AND PROFILE-2
SHEET C5.0	SANITARY SEWER PLAN AND PROFILE
SHEET C6.0	DETAIL SHEET - 1
SHEET C7.0	DETAIL SHEET - 2

PROJECT AREA SUMMARY

EXISTING PROJECT AREA:
APN 414-090-007 1.44 ACRES
APN 414-090-005 1.59 ACRES
TOTAL NET AREA 3.03 ACRES

PROPOSED PROJECT AREA:	GROSS	ROAD	BASIN	MITIGATION	NET
PARCEL 1	2.28 AC	--	--	--	2.28 AC
PARCEL 2	1.07 AC	--	0.41 AC	0.35 AC	0.31 AC

PROPOSED ZONING:

PARCEL 1 - CC
PARCEL 2 - CC

PROPOSED LAND USE

PARCEL 1 - COMMERCIAL RETAIL
PARCEL 2 - COMMERCIAL RETAIL

SURROUNDING ZONING:

NORTH - CC
EAST - CC/M
SOUTH - M
WEST - CC

SURROUNDING LAND USE:

NORTH - FREEWAY
EAST - VACANT/FREEWAY
SOUTH - VACANT/RR
WEST - VACANT/RR

CODE INFORMATION

APPLICABLE CODES:

BUILDING CODE: 2019 CBC
PLUMBING CODE: 2019 CPC

PUBLIC UTILITIES/ SERVICES

SEWER:	CITY OF BEAUMONT 550 EAST 6TH STREET BEAUMONT, CA 92223 (951) 769-8520
	EASTERN MUNICIPAL WATER DISTRICT (EMWD) 2270 TRUMBULL RD PERRIS, CA 92570 (951) 928-3777
FIRE PROTECTION:	FIRE PREVENTION BUREAU OFFICE 550 E. 6TH STREET BEAUMONT, CA 92223 (951) 572-3225

PUBLIC UTILITIES/ SERVICES NOTIFICATION

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION,
CONTRACTOR SHALL NOTIFY:

EASTERN MUNICIPAL WATER DISTRICT
(951) 928-3777

RIVERSIDE COUNTY ROAD DEPARTMENT
(951) 955-6885

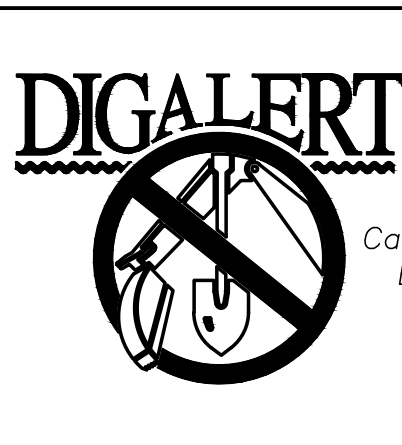
UNDERGROUND SERVICE ALERT
1 (800) 227-2600 OR 811

WATER: BEAUMONT-CHERRY VALLEY WATER DISTRICT
(951) 845-9581

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

GAS: THE GAS COMPANY
1981 W. LUGONIA
REDLANDS, CA 92374
(951) 335-7847

ELECTRIC: SOUTHERN CALIFORNIA EDISON CO.
7951 REDWOOD AVENUE
FONTANA, CA 92336
(909) 796-9220



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

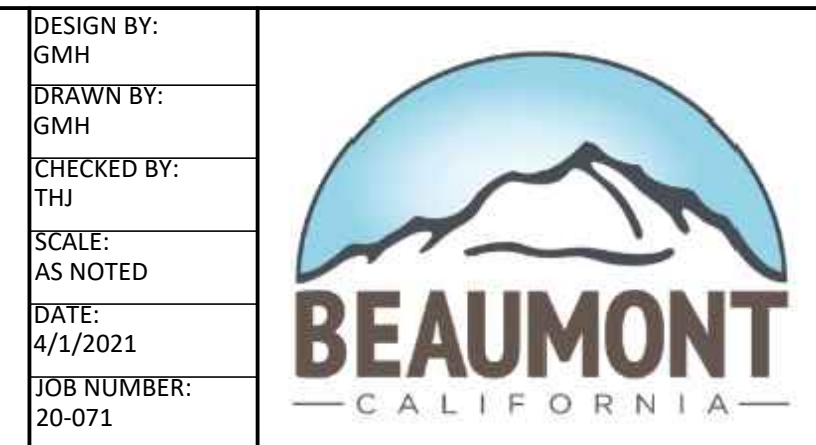
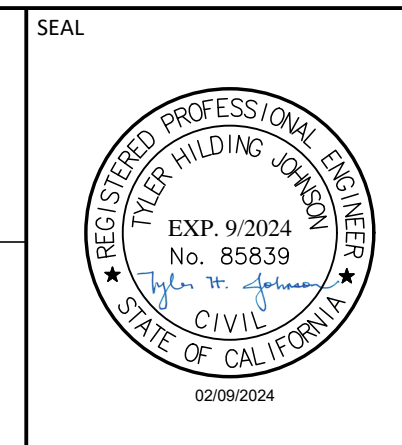
ATLAS	BY	MARK	DESCRIPTION	APPR.	DATE
▲			ADDED POLE LOCATIONS		1/19/22
			REVISIONS		

ATLAS CIVIL DESIGN, INC. SEAL

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

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

2/9/2024
DATE



DESIGN BY: GMH
DRAWN BY: GMH
CHECKED BY: THJ
SCALE: AS NOTED
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JOB NUMBER: 20-071

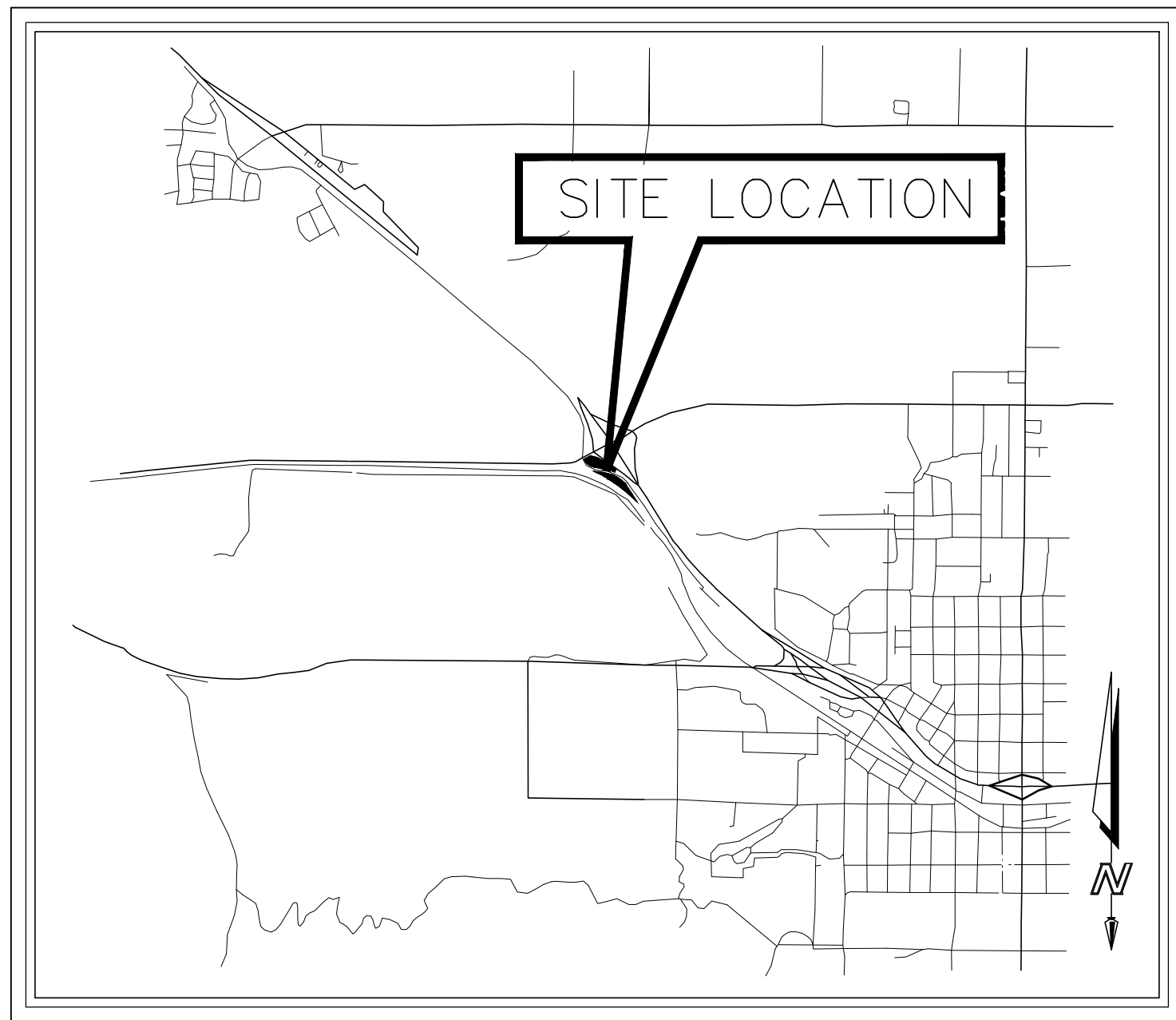
Reviewed By: [Signature] Staff Engineer Date: 2/16/24
Recommended for Approval By: [Signature] Administrative Engineer Date: 2/16/24
Approved By: [Signature] City Engineer/Director of Public Works Date: 03/04/2024

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

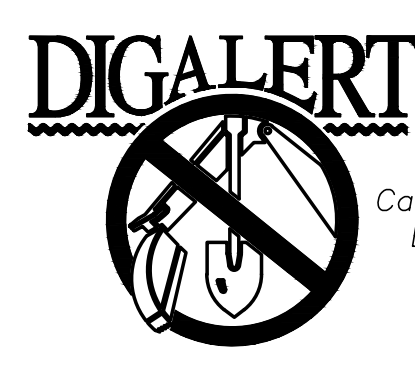
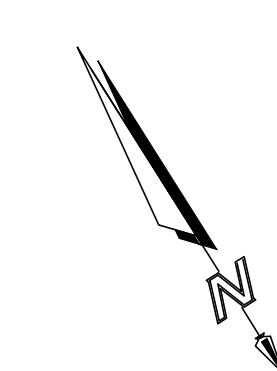
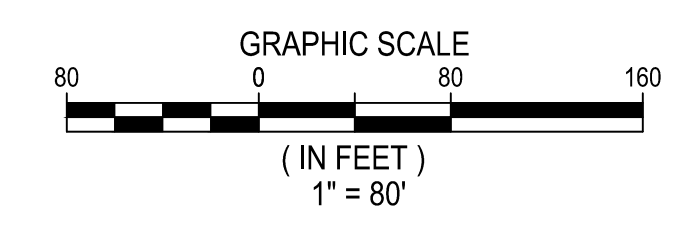
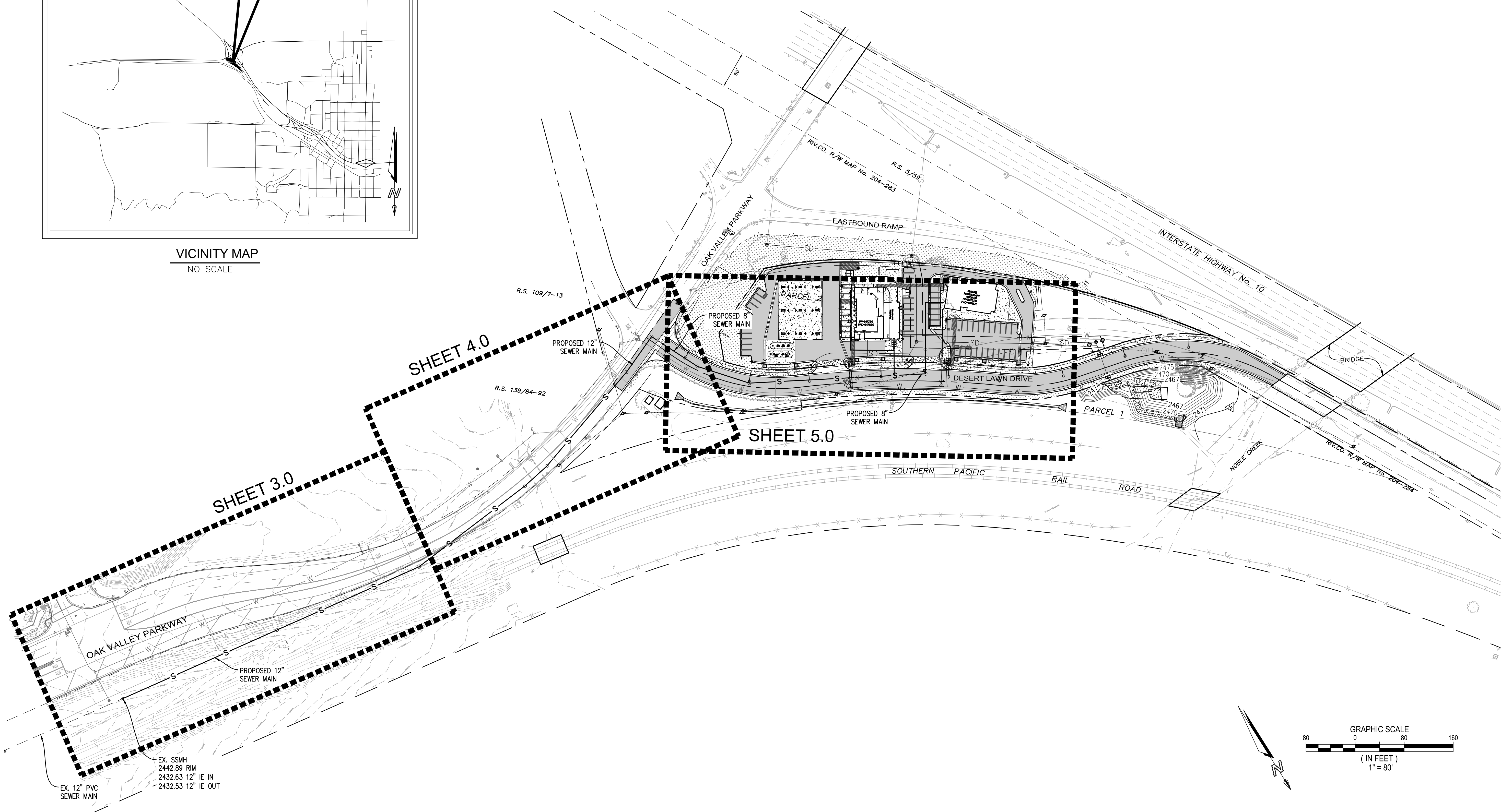
CITY OF BEAUMONT, CALIFORNIA
SEWER SYSTEM IMPROVEMENT PLANS FOR:
BEAUMONT LANDING
1396 DESERT LAWN DRIVE,
BEAUMONT, CA 92223

TITLE SHEET

SHEET
C1.0
OF 7 SHEETS
FILE NO: 3377
PW2020-0579



VICINITY MAP
NO SCALE



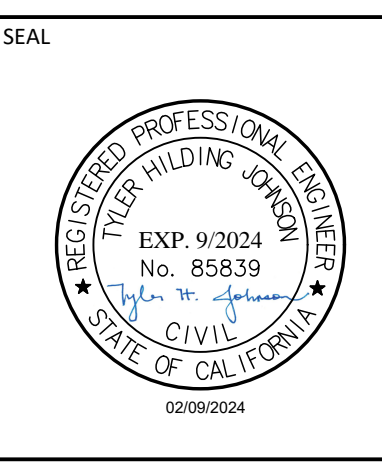
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BY	MARK	DESCRIPTION	APPR.	DATE
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ENGINEER			CITY	

ATLAS CIVIL DESIGN, INC.
872 HIGUERA STREET
SAN LUIS OBISPO, CA 93401
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Tyler H. Johnson
ENGINEER OF WORK
R.C.E.

2/9/2024
DATE



DESIGN BY: GMH
DRAWN BY: GMH
CHECKED BY: THJ
SCALE: AS NOTED
DATE: 4/1/2021
JOB NUMBER: 20-071



Reviewed By: *[Signature]* Staff Engineer Date: 2/16/24
Recommended for Approval By: *[Signature]* Administrative Engineer Date: 2/16/24
Approved By: *[Signature]* City Engineer/Director of Public Works Date: 03/04/2024

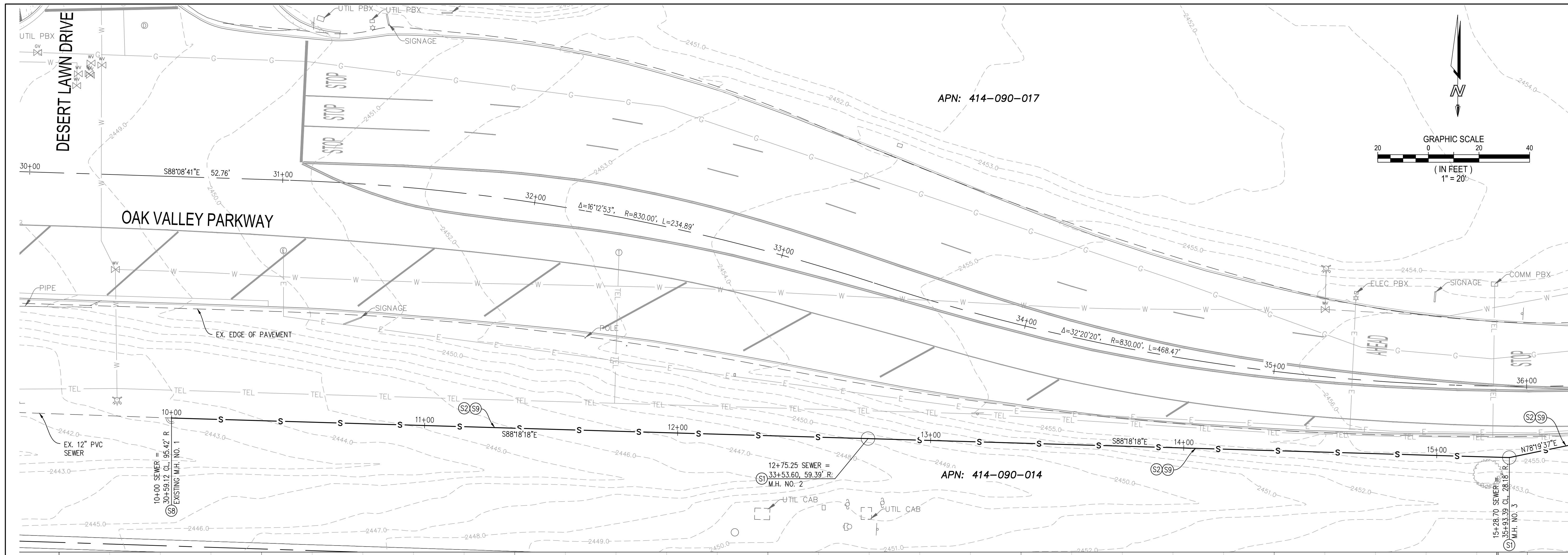
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

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

CITY OF BEAUMONT, CALIFORNIA
SEWER SYSTEM IMPROVEMENT PLANS FOR:
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BEAUMONT, CA 92223

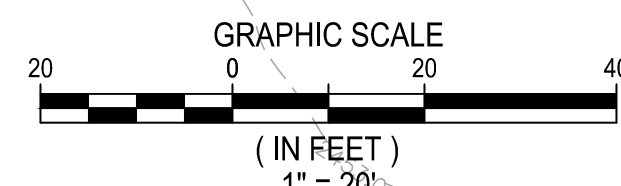
INDEX MAP

SHEET
C2.0
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PW2020-0579

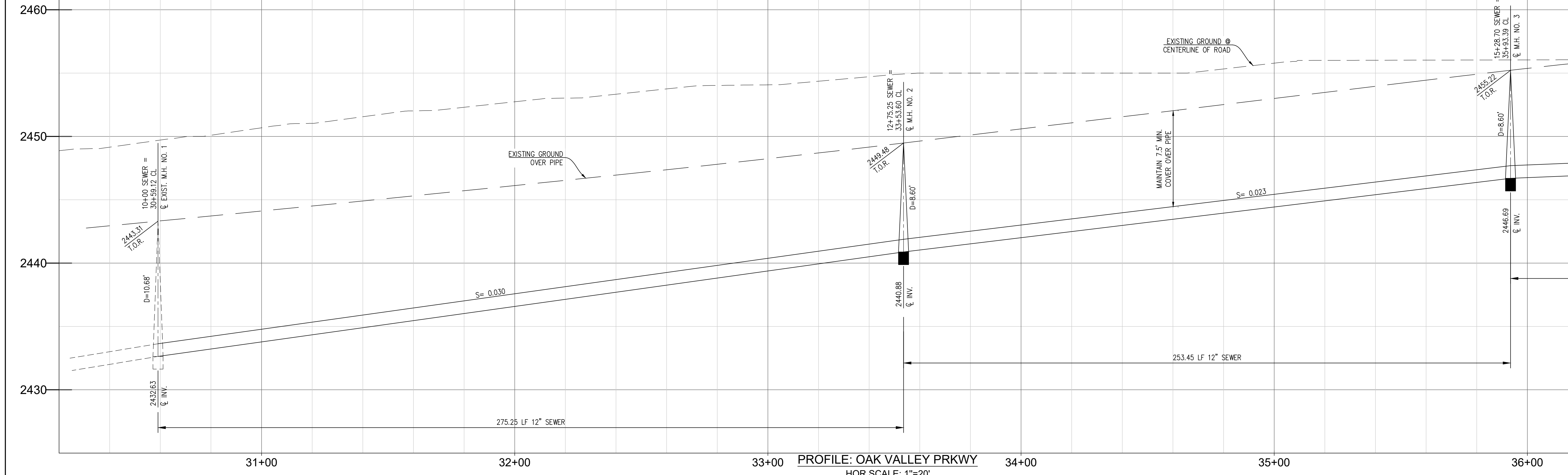


SEWER CONSTRUCTION NOTES

- (S1) INSTALL 48" PRE-CAST SEWER MANHOLE PER EMWD STD. DWG. SB-53.
- (S2) INSTALL 12" SDR-35 PVC SEWER PIPE.
- (S3) INSTALL 8" SDR-35 PVC SEWER PIPE.
- (S4) INSTALL 6" SEWER CLEANOUT PER EMWD STD. DWG. SB-52.
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- (S6) INSTALL 1,500 GALLON GREASE INTERCEPTOR PER EMWD STD. DWG. SB-70 W/ SAMPLE BOX PER PLUMBING ENGINEER.
- (S7) CONTINUATION PER PLUMBING PLAN.
- (S8) CONNECT TO EXISTING MANHOLE STUB.
- (S9) PIPE TRENCHING PER EMWD STD. DWG. SB-158.



MATCHLINE - SEE SHEET 4



MATCHLINE - STA 36+20.00



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.
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TEL: (213) 810-8470

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

2/9/2024
DATE

DESIGN BY: GMH
DRAWN BY: GMH
CHECKED BY: THJ
SCALE: AS NOTED
DATE: 4/1/2021
JOB NUMBER: 20-071

REGISTERED PROFESSIONAL ENGINEER
TYLER H. JOHNSON
No. 85839
CIVIL
STATE OF CALIFORNIA
02/09/2024



Reviewed By: *[Signature]* Staff Engineer Date: 2/16/24
Recommended for Approval By: *[Signature]* Administrative Engineer Date: 2/16/24
Approved By: *[Signature]* City Engineer/Director of Public Works Date: 03/04/2024

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

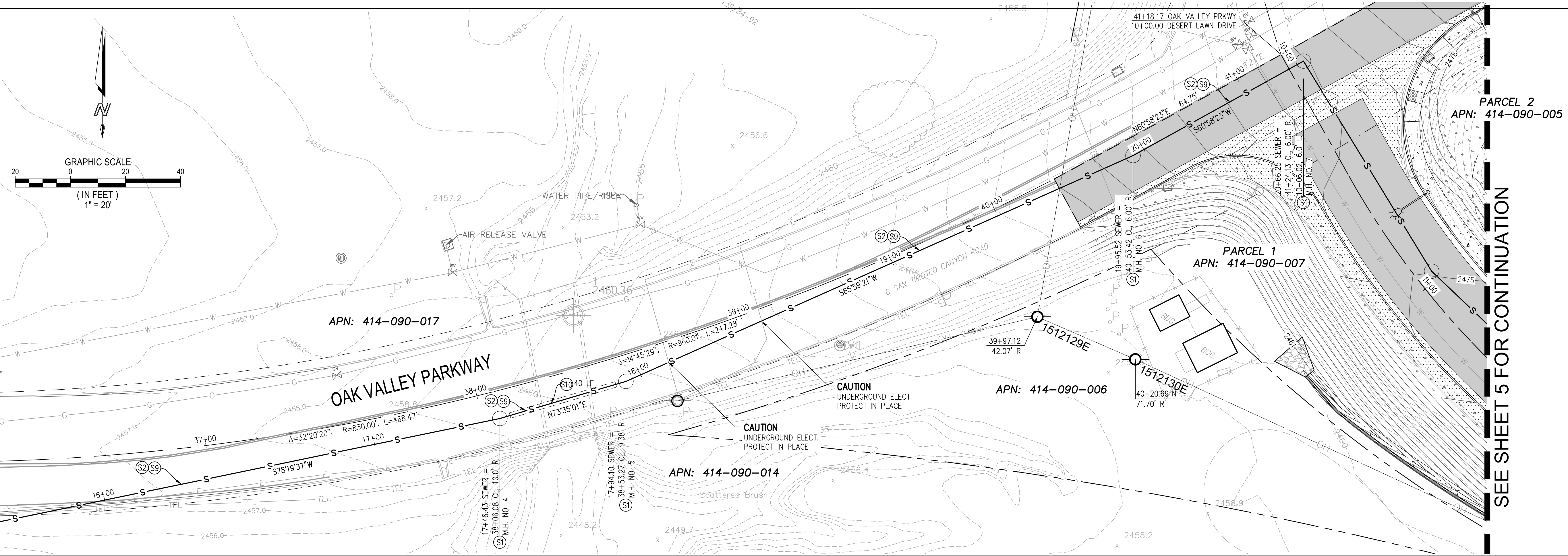
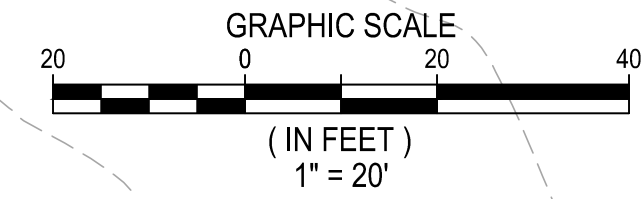
CITY OF BEAUMONT, CALIFORNIA
SEWER SYSTEM IMPROVEMENT PLANS FOR:
BEAUMONT LANDING
1396 DESERT LAWN DRIVE,
BEAUMONT, CA 92223

SEWER EXTENSION PLAN AND PROFILE -1

SHEET
C3.0
OF 7 SHEETS
FILE NO: 3377
PW2020-0579

MATCHLINE - SEE SHEET 3

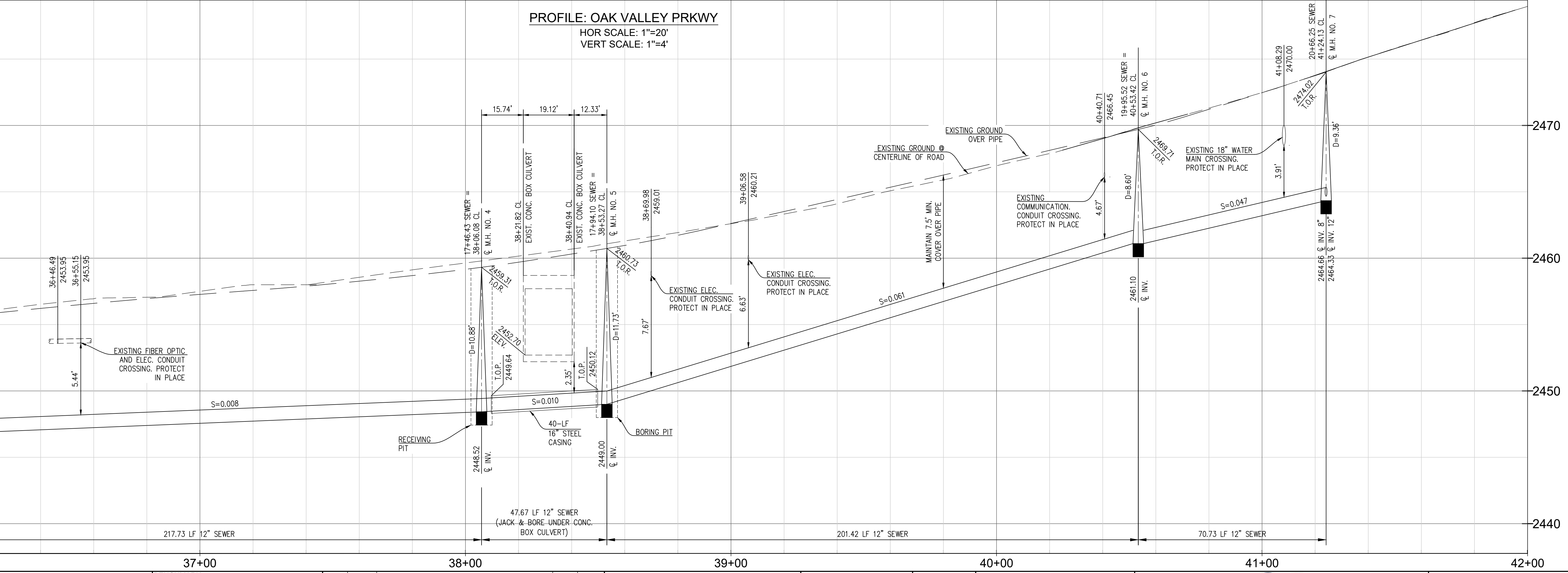
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SEWER CONSTRUCTION NOTES

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(S8) CONNECT TO EXISTING MANHOLE STUB.
(S9) PIPE TRENCHING PER EMWD STD. DWG. SB-158.
(S10) INSTALL 16" DIA. STEEL CASING BY JACK AND BORING PER EMWD STD. DWG. SB-49. JACK AND BORE OPERATION PER CONTRACTOR. A TRAFFIC CONTROL PLAN WILL BE SUBMITTED TO THE CITY PRIOR TO CONSTRUCTION.

PROFILE: OAK VALLEY PRKWY
HOR SCALE: 1"=20'
VERT SCALE: 1"=4'



DIGALERT logo with text: Call 2 Working Days Before You Dig! 811

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

Table with columns: ATLAS, BY, MARK, DESCRIPTION, APPR., DATE, CITY. Includes 'ADDED POLE LOCATIONS' and 'REVISIONS'.

ATLAS Civil Design logo and contact info for Tyler H. Johnson, Engineer of Work, dated 2/9/2024.

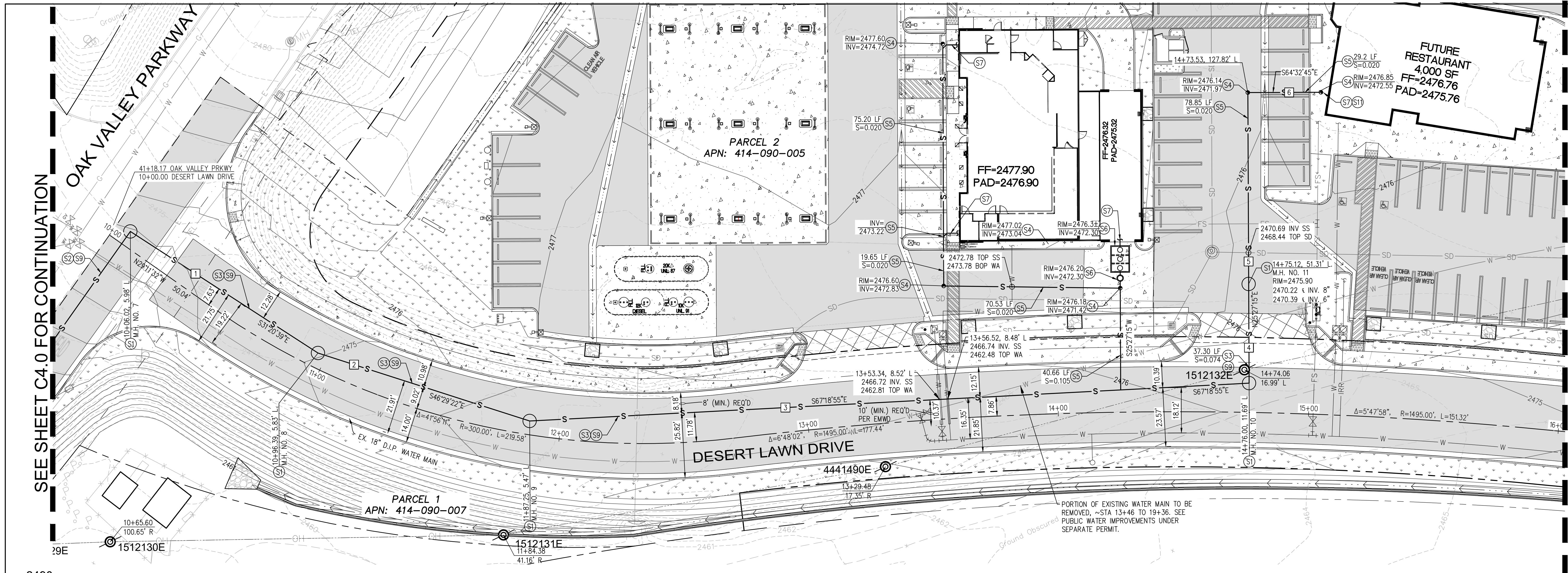
Professional Engineer seal for Tyler H. Johnson, No. 85839, State of California, expires 9/2024.

BEAUMONT CALIFORNIA logo.

Approval stamps: Reviewed by Staff Engineer (2/16/24), Recommended for Approval by Administrative Engineer (2/16/24), Approved by City Engineer/Director of Public Works (03/04/2024).

CITY OF BEAUMONT, CALIFORNIA SEWER SYSTEM IMPROVEMENT PLANS FOR: BEAUMONT LANDING 1396 DESERT LAWN DRIVE, BEAUMONT, CA 92223. SEWER EXTENSION PLAN AND PROFILE -2

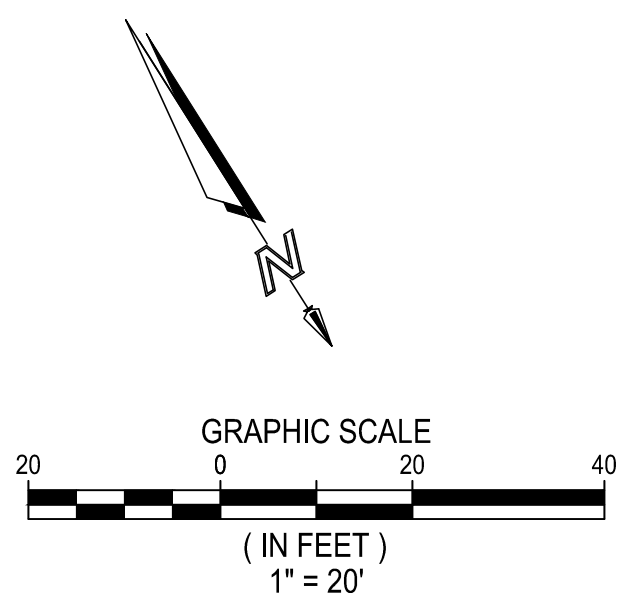
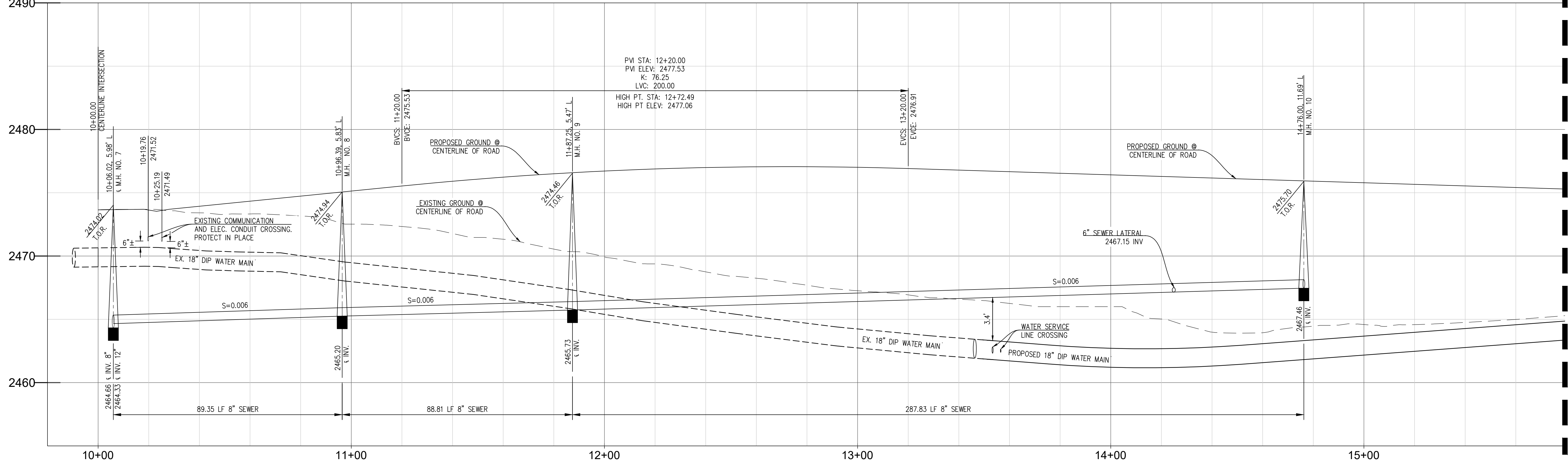
SHEET C4.0 OF 7 SHEETS FILE NO: 3377 PW2020-0579



- SEWER CONSTRUCTION NOTES**
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 - 7) CONTINUATION PER PLUMBING PLAN.
 - 8) CONNECT TO EXISTING MANHOLE STUB.
 - 9) PIPE TRENCHING PER EMDW STD. DWG. SB-158.
 - 10) INSTALL 16" DIA. STEEL CASING BY JACK AND BORING PER EMDW STD. DWG. SB-49. JACK AND BORE OPERATION PER CONTRACTOR. A TRAFFIC CONTROL PLAN WILL BE SUBMITTED TO THE CITY PRIOR TO CONSTRUCTION.
 - 11) INSTALL BACKWATER VALVE PER EMDW STANDARDS.

SEWER DATA TABLE

NO.	BEARING	LENGTH
1	S31°20'39"E	89.35'
2	S46°29'22"E	88.81'
3	S67°18'55"E	287.83'
4	S25°27'15"W	39.63'
5	N25°27'15"E	76.52'
6	S64°32'45"E	29.19'



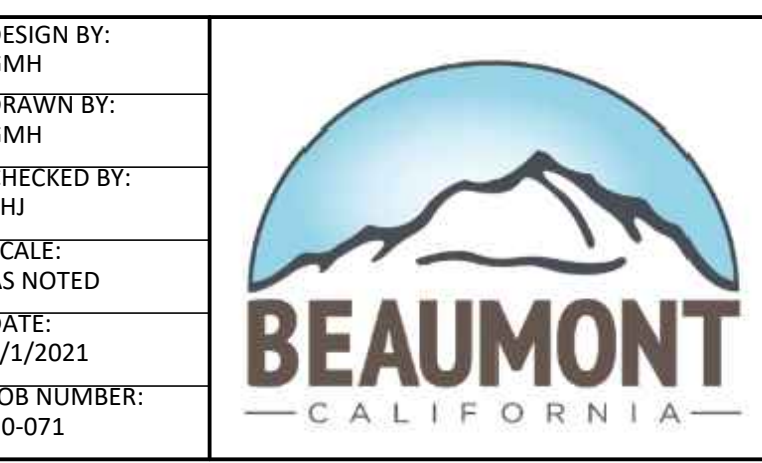
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ATLAS	MARK	ADDED POLE LOCATIONS	APPR.	DATE
BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

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

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

2/9/2024
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Approved By: *[Signature]* City Engineer/Director of Public Works Date: 03/04/2024

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

5506 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

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

SANITARY SEWER PLAN AND PROFILE

SHEET
C5.0
OF 7 SHEETS
FILE NO: 3377
PW2020-0579

NOTES:

- THE STEEL CASING SHALL BE INSTALLED BY MEANS OF JACKING OR DRY BORING, EXCEPT WHERE SPECIFICALLY NOTED ON THE PLANS TO BE INSTALLED BY OPEN TRENCH CONSTRUCTION.
- CASING DIAMETER SHALL BE A MINIMUM OF 4 INCHES GREATER THAN THE OUTSIDE BELL DIAMETER, AND SEWER PIPE CASING SHALL NOT BE LESS THAN 30 INCHES IN DIAMETER UNLESS SPECIFICALLY NOTED.
- MINIMUM CASING THICKNESS SPECIFIED IN "TABLE A" IS REQUIRED FOR STEEL CASING IN PLACE, AND DOES NOT ACCOUNT FOR CONSTRUCTION LOADS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE STRUCTURAL SUFFICIENCY OF THE CASING DURING CONSTRUCTION, AND ALSO THE METHOD OF INSTALLATION.
- GRAVITY SEWER PIPELINES AND PRESSURE PIPELINES SHALL BE SUPPORTED ON PIPE SKIDS SUBJECT TO THE APPROVAL OF THE ENGINEER.
- ALL SKIDS ARE TO BE SQUARE IN CROSS SECTION AND MAY BE MADE FROM REDWOOD, #2 OR BETTER DOUGLAS FIR, SOUND MATERIAL, TO BE WALMANIZED OR CRESOTED (REDWOOD NEED NOT BE TREATED).
- SKIDS SHALL BE ATTACHED TO PIPE BY STRAPPING WITH A STANDARD STRAPPING MACHINE TO HOLD SKIDS IN PLACE DURING PULLING OPERATIONS. USE STEEL BANDS, OR METHOD OF "CLEATING" SKIDS TOGETHER, AS APPROVED.
- FLEXIBLE PIPE (PVC, ABS, ETC.) SHALL HAVE SPACER GUIDE ALONG ON THE TOP TO PREVENT PIPE FROM FLOATING. PIPE WITHIN CASING TO BE INSTALLED OF THE CARRIER PIPE. DEPARTURES FROM PLANNED LOCATION OR GRADE OF THE CASING PIPE SHALL REQUIRE A FIELD SURVEY FOR CARRIER PIPE REDESIGN IF FEASIBLE, OR ABANDONMENT IN FAVOR OF A NEW INSTALLATION.
- THE TOTAL ANNUAL SPACE SHALL BE GROUDED PER EMDW SPEC. SECT. 03604, UNLESS OTHERWISE SPECIFIED ON THE CONSTRUCTION DRAWINGS.
- WOODEN SKIDS CAN BE REPLACED WITH ADVANCE PRODUCTS & SYSTEMS, INC. (APS) CASING SPACERS, MODEL SSI OR APPROVED EQUAL. THESE SPACERS SHALL BE INSTALLED 6 FEET ON CENTER.
- IN LIEU OF MORTAR GROUTED BRICKS (TO SEAL STEEL CASING ENDS), ADVANCE PRODUCTS & SYSTEMS, INC. (APS) MOLDED END SEALS CAN BE USED, MODEL AM OR APPROVED EQUAL.

TABLE "A"

CASING O.D. "D"	STREETS & HWYS THICKNESS "T" MIN	RAILROADS
DIAMETER (INCHES)	UP TO 150' LENGTH	OVER 150' LENGTH
4'-30" ID	1/4"	3/4"
12'-30" OD	1/4"	3/4"
18'-20" OD	1/4"	3/4"
22" OD	1/4"	3/4"
24" OD	1/4"	3/4"
26" OD	1/4"	3/4"
28" OD	1/4"	3/4"
30" OD	3/8"	1/2"
32" OD	3/8"	1/2"
34"-36" OD	3/8"	1/2"
38" OD	3/8"	1/2"
40" OD	1/2"	3/4"
42" OD	1/2"	3/4"
48"-60" OD	1/2"	3/4"
62"-72" OD	3/4"	3/4"

REVISIONS

NO.	DATE	INITIAL	DESCRIPTION	APP'D	DATE
1	6/28/19	GS	UPDATED TITLE BLOCK, FONT, LOGO, ADDED MOLDED END SEAL AND CASING SPACER	AGJ	6/28/19
2	4/14/20	RE	REVISED NOTE	STMM	4/14/20
3	8/29/03	CM	REVISED NOTES & ADDED TOP SKID	VJB	10/29/03
4	1/22/99	GR	REDRAWN W/CADD ON MYLAR	VJB	10/29/03

APPROVALS

DESIGN	INITIAL	DATE
DESIGN	STMM	3/20/22
CONSTRUCTION	RJW	
INSPECTION		
OPERATIONS	CJK	
SUBMITTED	RJW	6/29/22

EASTERN MUNICIPAL WATER DISTRICT STANDARD DRAWING

PIPE CASING SEWER MAIN PIPELINE

SCALE: NONE
DRAWN BY: McM
RECOMMENDED: [Signature] DIRECTOR OF ENGINEERING DATE: [Signature] DATE: SB-49

MATERIALS LIST

- BROOKS 1-RT VALVE BOX MARKED "SEWER", OR APPROVED EQUAL.
- THREADED CAP WITH SQUARE NUT.
- MINIMUM 3-1/2" SEWER PIPE PER UNIFORM PLUMBING CODE.
- WYE PER UNIFORM PLUMBING CODE.
- MINIMUM 4" LATERAL, OR AS SHOWN ON PLANS, PER EMDW STANDARDS.

NOTES

- PLACE CLEANOUT A MAXIMUM OF 3' BEHIND PROPERTY LINE OR EDGE OF EASEMENT.
- LID MUST BE CAST IRON FOR LOCATING PURPOSES, MARKED "SEWER".

ON-SITE CLEANOUT
N.T.S.

MAIN LINE CLEANOUT
N.T.S.

REVISIONS

NO.	DATE	INITIAL	DESCRIPTION	APP'D	DATE
1	2/10/97	KER	REDRAWN W/CADD ON MYLAR	VJB	4/14/97

APPROVALS

DESIGN	INITIAL	DATE
DESIGN	STMM	8/6/3
CONSTRUCTION		
INSPECTION		
OPERATIONS		
SUBMITTED		

EASTERN MUNICIPAL WATER DISTRICT STANDARD DRAWING

SEWER CLEANOUTS MAIN LINE & ON-SITE

SCALE: NONE
DRAWN BY: K.E.R.
RECOMMENDED: [Signature] DIRECTOR OF ENGINEERING DATE: [Signature] DATE: SB-52

NOTES:

- MANHOLE COVER SHALL BE DESIGNED FOR AASHO H-20 LOADING.
- CAST IRON SHALL HAVE A MINIMUM TENSILE STRENGTH OF 3000 LBS PER SQUARE INCH.
- MANHOLE COVER SHALL BE ALHAMBRA FOUNDRY CO TYPE A-1254 FOR 24" CLEAR OPENING OR A-1325 FOR 36" CLEAR OPENING WITH A TWO-PIECE COVER ASSEMBLY (OR APPROVED EQUAL).
- MARKER POSTS SHALL BE INSTALLED TO MARK MANHOLE LOCATIONS IN UNIMPROVED AREAS.
- CONTRACTOR TO USE MANHOLES WITH 24" CLEAR OPENING FOR SEWERS 24" DIA AND SMALLER AND 36" CLEAR OPENING FOR SEWERS LARGER THAN 24" DIA UNLESS OTHERWISE DIRECTED BY ENGINEER.
- USE TWO-PIECE COVER ASSEMBLY FOR 36" CLEAR OPENING UNLESS OTHERWISE DIRECTED BY ENGINEER.
- ONE-PIECE COVER SHOWN HERE IS FOR 24" CLEAR OPENING FOR 36" CLEAR OPENING REFER TO MANUFACTURER'S CATALOG.
- USE TWO-PIECE SHALLOW MH COVER BY SOUTH BAY FOUNDRY 58F-1348 (OR APPROVED EQUAL) FOR SHALLOW MANHOLES PER SB-30.

MANHOLE COVER & FRAME REQUIRED DIMENSIONS

CLEAR OPENING	COVER O.D.	FRAME I.D.	FRAME HEIGHT	OVERALL BASE	TOTAL WEIGHT
24"	25-1/2"	25-1/4"	3-1/4"	32"	305 LBS.
36"	38"	38-1/4"	6"	44"	600 LBS.
36" TWO-PIECE	38-3/4"	38-1/4"	6"	44"	850 LBS.
2-PC SHALLOW MH COVER	50 1/2"	50 1/4"	4-1/4"	58"	1320 LBS.

REVISIONS

NO.	DATE	INITIAL	DESCRIPTION	APP'D	DATE
1	7/3/19	GS	UPDATED TITLE BLOCK, FONT AND LOGO	AGJ	7/3/19
2	1/29/03	CM	REVISED 24" COVER & FRAME I.D.	VJB	10/29/03
3	7/21/97	KER	REVISED SHALLOW MANHOLE COVER	VJB	10/29/03
4	8/5/96	KER	ADDED R2-PC RECTANGULAR COVER	VJB	8/7/96
5	10/19/95	KER	REDRAWN W/CADD ON MYLAR	VJB	10/29/03

APPROVALS

DESIGN	INITIAL	DATE
DESIGN	STMM	10/29/03
CONSTRUCTION		
INSPECTION		
OPERATIONS	JMM	10/29/03
SUBMITTED	VJB	10/29/03

EASTERN MUNICIPAL WATER DISTRICT STANDARD DRAWING

MANHOLE COVER AND FRAME STANDARD & WATERTIGHT MANHOLES

SCALE: NONE
DRAWN BY: KER
RECOMMENDED: [Signature] DIRECTOR OF ENGINEERING DATE: [Signature] DATE: SB-61

NOTES:

- STRUCTURES SHALL BE INSTALLED TO ALLOW ACCESS FOR MAINTENANCE OR INSPECTION AT ALL TIMES.
- WHERE SUBJECT TO VEHICLE LOADING, DESIGN ADEQUACY SHALL BE SUBSTANTIATED AND STRUCTURE SHALL BE PLACED ON SUITABLE BASE OF COMPACTED SOIL OR UNDISTURBED EARTH.
- ALL SURFACE WATER SHALL DRAIN AWAY FROM THE SAMPLING BOX AND INTERCEPTOR TO EXCLUDE RAIN WATER FROM THE INTERCEPTOR SYSTEM.
- FLOW TO THE SAMPLING BOX AND/OR INTERCEPTOR SHALL EXCLUDE ALL SANITARY SEWAGE AND SURFACE DRAINAGE.
- EACH INSTALLATION IS SUBJECT TO REVIEW BY EMDW FOR ADEQUATE CAPACITY PRIOR TO CONSTRUCTION.
- INSPECTION COVERS SHALL BE BROUGHT TO GRADE TO PERMIT VISUAL INSPECTION OF INTERNAL FITTINGS, WITH RISERS AS REQUIRED.
- SAMPLING BOX SHALL BE A MINIMUM OF 24" ID OR 24" SQUARE AND MUST RETAIN A STATIC WATER LEVEL OF 12". SAMPLING BOX MAY BE ATTACHED OR AT A VARIABLE DISTANCE FROM THE INTERCEPTOR AND MUST BE APPROVED BY EMDW SOURCE CONTROL INSPECTOR.
- EACH CHAMBER SHALL HAVE A GAS TIGHT, TRAFFIC RATED, PICKABLE METAL INSPECTION COVER WITH A MINIMUM DIMENSION OF 24" ID OR 24" SQUARE AND MUST BE APPROVED BY EMDW SOURCE CONTROL INSPECTOR.
- MINIMUM CAPACITY OF INTERCEPTOR IS 750 GALLONS.
- TWO (2) CHAMBER INTERCEPTOR IS ACCEPTABLE.
- INTERCEPTORS REQUIRING MORE THAN 8 FEET OF GRADE RINGS MUST HAVE APPROVAL OF EMDW BEFORE INSTALLATION.

REVISIONS

NO.	DATE	INITIAL	DESCRIPTION	APP'D	DATE
1	7/2/19	GS	REVISED FONT	AGJ	7/2/19
2	3/27/18	GS	REVISED NOTES 7, 8, & 10, REMOVED NOTE 11, UPDATED LOGO	AGJ	3/27/18
3	2/13/15	GS	REVISED PLAN & PROFILE, NOTE 11 AND UPDATED CALLOUTS	AGJ	2/13/15
4	2/19/99	GR	REDRAWN W/CADD & COMBINED W/SB-156	VJB	2/6/99

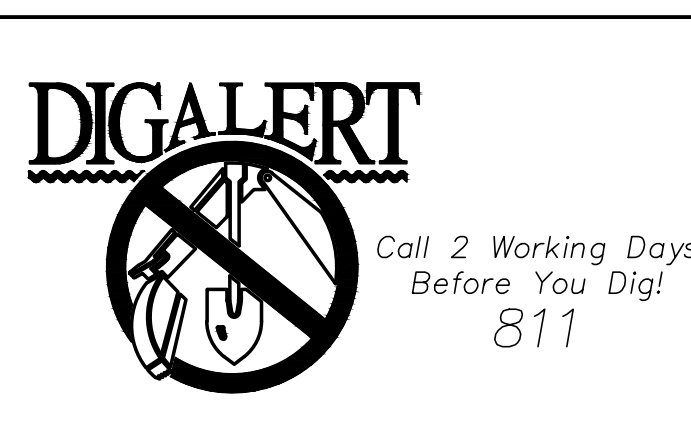
APPROVALS

DESIGN	INITIAL	DATE
DESIGN	VJB	12/28/99
CONSTRUCTION		
INSPECTION		
OPERATIONS	JJK	1/10/91
SUBMITTED		

EASTERN MUNICIPAL WATER DISTRICT STANDARD DRAWING

GREASE INTERCEPTOR WITH 24" SAMPLE BOX

SCALE: NONE
DRAWN BY: GS
RECOMMENDED: [Signature] DIRECTOR OF ENGINEERING DATE: [Signature] DATE: SB-70



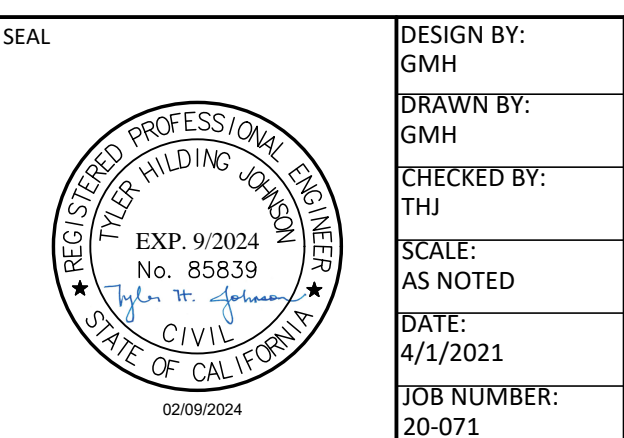
BENCHMARK:
4 INCH PVC PIPE WITH SCREW ON PLUG, 1 INCH ABOVE GROUND SURFACE, LOCATED 1.4 MILES WEST OF INTERSTATE 10 TO SAN TIMOTEO CANYON RD. AND FRONTAGE ROAD ON SOUTHEAST SIDE OF INTERSTATE 10, 0.1 MILE SOUTHEAST ALONG FRONTAGE ROAD, SOUTH AND ACROSS THE ROAD FROM A GUY POLE 25.9 FEET SOUTH OF THE 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

BY	MARK	DESCRIPTION	APPR.	DATE
ATLAS	▲	ADDED POLE LOCATIONS		1/19/22
ENGINEER		REVISIONS	CITY	

ATLAS CIVIL DESIGN, INC.
872 HIGUERA STREET
SAN LUIS OBISPO, CA 93401
CONTACT: TYLER H. JOHNSON
TEL: (213) 810-6470

DESIGN BY: GMH
DRAWN BY: GMH
CHECKED BY: THJ
SCALE: AS NOTED
DATE: 4/1/2021
JOB NUMBER: 20-071

Tyler H. Johnson
ENGINEER OF WORK
R.C.E. 2/9/2024



Reviewed By: [Signature] Staff Engineer Date: 2/16/24
Recommended for Approval By: [Signature] Administrative Engineer Date: 2/16/24
Approved By: [Signature] City Engineer/Director of Public Works Date: 03/04/2024

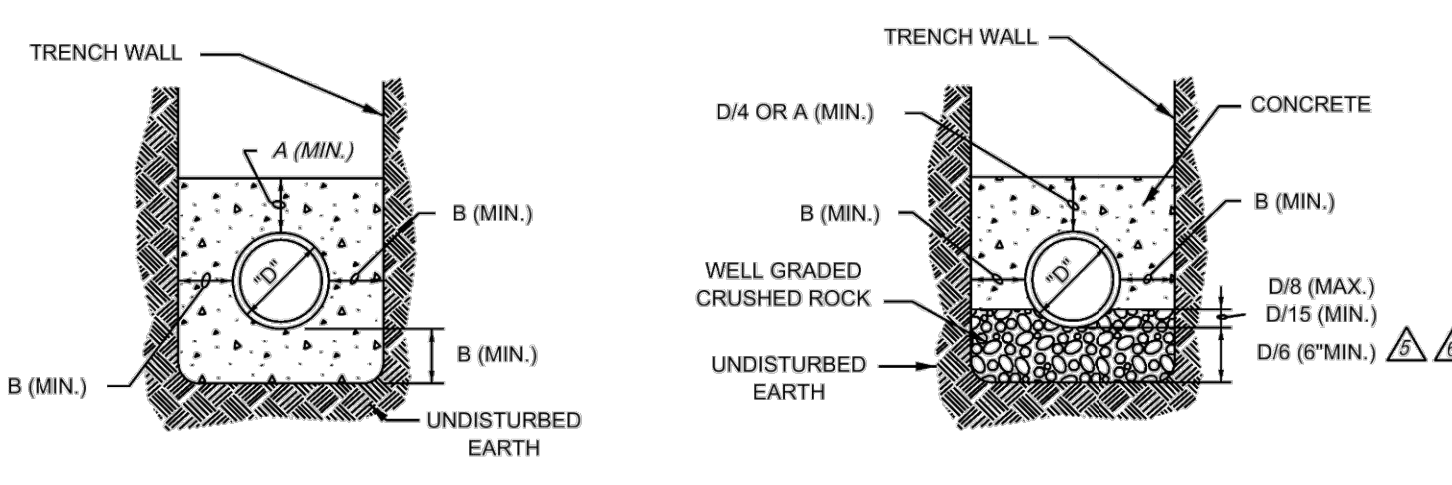
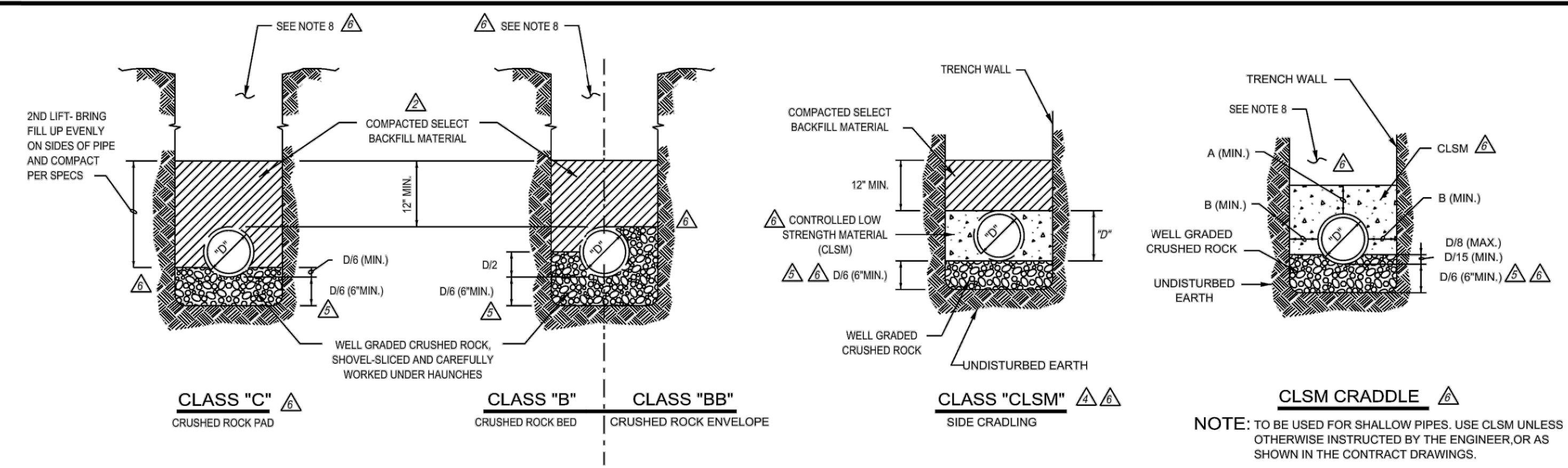
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

550E 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8528

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

DETAIL SHEET - 1

SHEET
C6.0
OF 7 SHEETS
FILE NO: 3377
PW2020-0579



PIPE I.D.	"A"	"B"
6"	5"	6"
8"	5"	6"
10"	5"	6"
12"	5"	6"
18"	5"	6"
21"	6"	6"
24"	6"	6"
27"	7"	7"
30"	8"	8"
33"	9"	9"
36"	9"	9"
39"	10"	10"
42"	11"	11"

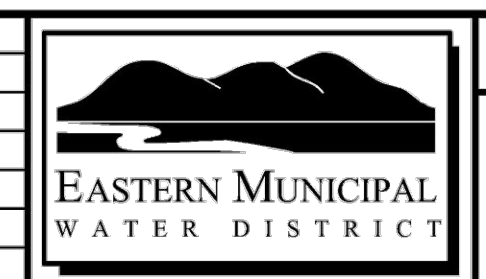
CRUSHED ROCK SIEVE ANALYSIS PER ASTM C33, SIZE NO. 67	
100% PASSING	1"
90-100% PASSING	3/4"
20-55% PASSING	3/8"
0-10% PASSING	#4
0-6% PASSING	#8

- NOTES**
- CLSM CRADLE AND ARCHES SHALL BE INSTALLED AS REQUIRED BY THE SPECIFICATIONS OR AS DIRECTED BY THE ENGINEER.
 - ALL CLSM SHALL BE PER EMWD STANDARD SPECIFICATIONS.
 - ALL CRUSHED ROCK SHALL MEET THE REQUIREMENTS OF ASTM C33, SIZE NO. 67.
 - TWO APPROVED FLEXIBLE JOINTS SHALL BE USED AT EACH END OF SEWER PIPE ENCASEMENTS PURSUANT TO STD. DWG. SB-63.
 - CLSM CAN BE POURED AGAINST TRENCH WALL OR MAY BE FORMED.
 - CONSOLIDATING BACKFILL MATERIAL BY WATER FLOODING NOT PERMITTED IN CLAY SOILS.
 - ALL COMPACTION ABOVE THE PIPE ZONE WITHIN A ROAD RIGHT-OF-WAY, TO BE PER THE REGULATORY ROAD AGENCY AND STD. DWG. SB-158

NOTE: REFER TO STD. DWG SB-159 FOR BEDDING CLASSIFICATION

NOTE: USE CONCRETE ENCASEMENT NO.2 UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER, OR AS SHOWN IN THE CONTRACT DRAWINGS.

REVISIONS				APPROVALS			
NO.	DATE	INITIAL	DESCRIPTION	APP'D	DATE	INITIAL	DATE
4/11/13	GS		REVISE ROCK BEDDING, NOTES, AND REMOVED CLASS "A" & "AA"	AG/A	3/25/13		
6/4/99	KER		REVISE ROCK THICKNESS UNDER PIPE TO 6"	CB	6/4/99		
11/4/98	KER		CLARIFY CLASS "A" CONCRETE SIDE CRADLING	VJB	11/4/98		
2/19/97	KER		REDRAWN TO INCLUDE ALL PREVIOUS REVISIONS	VJB	2/28/97		
1/31/95	KER		REVISED CALLOUT FOR TRENCH BACKFILL	VJB	1/31/95		

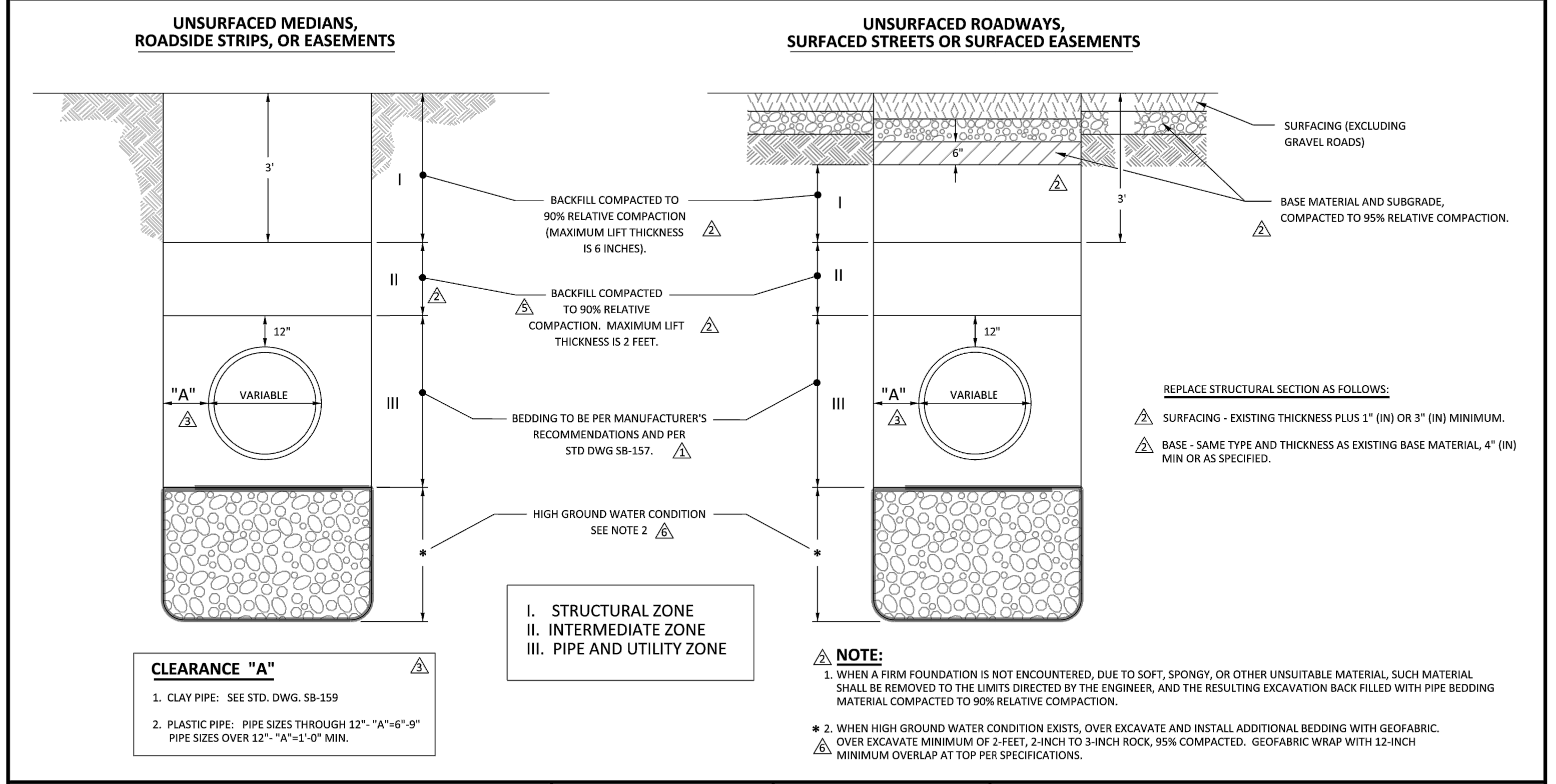


EASTERN MUNICIPAL WATER DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

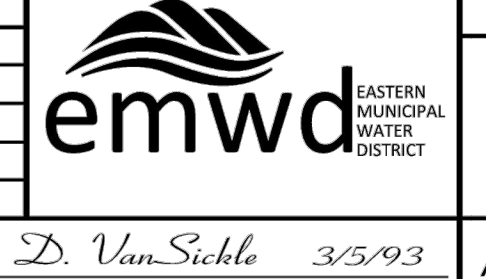
PIPE ZONE BEDDING FOR SEWER PIPE

SCALE: NONE
DRAWN BY: KER
RECOMMENDED: Joseph D. Van Sickle 3/5/93
APPROVED: William E. Plummer 3/8/93
DIRECTOR OF ENGINEERING
CHIEF ENGINEER

SB-157



REVISIONS				APPROVALS			
NO.	DATE	INITIAL	DESCRIPTION	APP'D	DATE	INITIAL	DATE
9/25/20	GS		UPDATED TITLE BLOCK, FONT, LOGO, ADDED NOTE 2 AND BEDDING	AG/A	9/25/20		
10/15/03	CM		REVISED COMPACTION REQUIREMENT	VJB	10/15/03		
2/19/97	KER		REV'D TO INCLUDE ALL PREVIOUS REVISIONS	VJB	2/28/97		
7/11/95	KER		REV'D TO COMPLY W/CURRENT GREEN BOOK	VJB	7/13/95		
1/31/95	KER		ADDED PIPE TO TRENCH CLEARANCE REQ.	VJB	2/3/95		

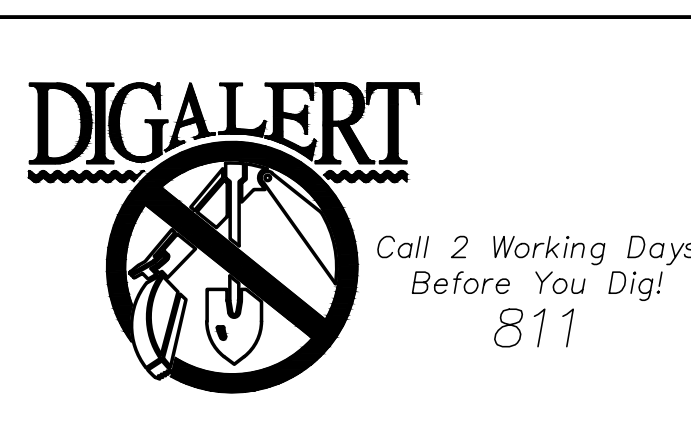


EASTERN MUNICIPAL WATER DISTRICT
STANDARD DRAWING

TRENCH BACKFILL FOR SEWER PIPE

SCALE: NONE
DRAWN BY: KER
RECOMMENDED: Joseph D. Van Sickle 3/5/93
APPROVED: William E. Plummer 3/8/93
DIRECTOR OF ENGINEERING
ASSISTANT GENERAL MANAGER

SB-158

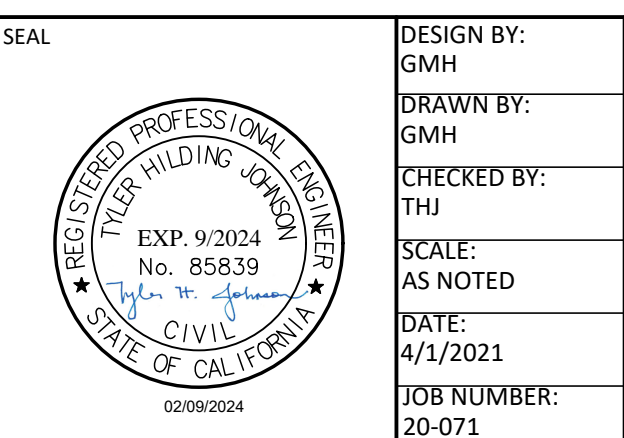


BENCHMARK:
4 INCH PVC PIPE WITH SCREW ON PLUG, 1 INCH ABOVE GROUND SURFACE, LOCATED 1.4 MILES WEST OF INTERSTATE 10 TO SAN TIMOTEO CANYON RD. AND FRONTAGE ROAD ON SOUTHEAST SIDE OF INTERSTATE 10, 0.1 MILE SOUTHEAST ALONG FRONTAGE ROAD, SOUTH AND ACROSS THE ROAD FROM A GUY POLE 25.9 FEET SOUTH OF THE 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

ATLAS	MARK	DESCRIPTION	APPR.	DATE
△		ADDED POLE LOCATIONS		1/19/22
△		REVISIONS		CITY

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

Tyler H. Johnson
ENGINEER OF WORK
R.C.E.
2/9/2024



DESIGN BY: GMH
DRAWN BY: GMH
CHECKED BY: THJ
SCALE: AS NOTED
DATE: 4/1/2021
JOB NUMBER: 20-071

Reviewed By: *[Signature]* Staff Engineer Date: 2/16/24
Recommended for Approval By: *[Signature]* Administrative Engineer Date: 2/16/24
Approved By: *[Signature]* City Engineer/Director of Public Works Date: 03/04/2024

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

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

DETAIL SHEET - 2

SHEET
C7.0
OF 7 SHEETS
FILE NO: 3377
PW2020-0579