City of Beaumont



550 E. 6th Street Beaumont, CA 92223 (951) 769-8520 www.beaumontca.gov Case No. PW2023-1077
Receipt No. R01360016
Fee \$3,915.00
Date Paid 11/7/2023

BOND EXONERATION APPLICATION

Bond 7	Гуре: ▼Performance Maintenance Final Monument Inspect	ion Other:
1.	Contact's Name Cherryl Thompson	Phone 714-348-0287
2.	Contact's Address 2646 Dupont Drive, Suite 60, #520, Irvine, CA 92612	/State/Zip
5.	Contact's E-mail cthompson@argentmanagementllc.com	State/Zip
3.	Developer Name SDC Fairway Canyon, LLC (If corporation or partnership application must include names of principal office)	Phone 310-387-3655 cers or partners)
4.	Developer Address 2646 Dupont Drive, Suite 60, #520, Irvine, CA 92612	10.17
5.	Description of Bonds (including Bond Number, Tract Map/Applenumber, and description of improvements covered):	/St/Zip ication number, Lot
	Bond No. 1001124448 (\$3,875,500.00) Fairway Canyon Infrastructure Streets - Phase 4A Parcel Map 31462	
6.	CERTIFICATION OF ACCURACY AND COMPLETENES to the best of my knowledge the information in this application a and exhibits are true, complete, and correct.	
	Cherryl Thompson	10/31/23
	Print Name and Sign - Contact/Applicant	Date
7.	Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.	
	Cherryl Thompson	10/31/23
	Print Name and Sign – Contact/Applicant	Date

- 8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
 - Remove and replace concrete and AC as needed where lifting.
 - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
 - Provide Type II slurry coat for all road surfaces.
 - Restore/Verify pavement striping/markings.
 - Restore/Verify blue dots and signage as needed.
 - Clean and camera sewer. Provide report and video copy of camera survey.
 - Provide all final geotechnical reports.
 - Provide Engineers' certification for line and grade within Right-of-Way.
 - Provide Landscape Architects Certification as required.

	ALL II	
Cherryl Thompson	Chil III	10/31/23
Print Name and	Sign - Contact/Applicant	Date



Punch List

Project Name: Fairway Canyon Infrastructure Street – Phase 4A Parcel Map

Tract No. 31462

31462

31462	PW2023-1077	Bond No. 1001124448	
Inspected By: Jason Craghead		Page: 1 of 1	Date: 1/18/2024, Updated on 6/14/24
Item No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	missing Improvements Sheet 12, 13, and 14 on plans	Omitted 4/17/24 (Per Robert V)	
	S/S of Sorenstam, between Janzen / Weiskopf R&R 2 S/W panels per Riverside	Jason Craghead	Jason Craghead
2	County Std Plan No. 401	2/29/24	3/1/24
	Appl Thermoplastic Striping on Sorenstam	Jason Craghead	Jason Craghead
3	from Tukwet – Faldo Street	1/29/24	1/30/24
4	Intersection of Tukwet / Sorenstam, Replace / Repair asphalt patch in middle of the intersection as marked	Jason Craghead 3/11/24	3/15/24
	N/E corner of Oak Valley Parkway /	Jason Craghead	Jason Craghead
5	Tukwet Curb Ramp has cracking, R&R per Riv County Std. 403 case A	3/8/24	3/15/24
6	Replace damaged Speed Limit post at the intersection of Tukwet / Roxy	Jason Craghead 4/17/24	Jason Craghead 4/17/24
	S / E corner of Tukwet / Mickelson, top	Jason Craghead	Jason Craghead
7	landing on Curb Ramp not in ADA compliance Riv. Co 403 case A	3/8/24	3/15/24
	N / W corner of Tukwet / Oak valley	Jason Craghead	Jason Craghead
8	Parkway, chipped Curb.	3/8/24	3/15/24
	On Sorenstam East of Tukwet Detail 22	Jason Craghead	Jason Craghead
9	(Raised Pavement Markers) missing. Install per Signing and Striping Plan	4/17/24	4/17/24
10	Second Street Light North of Oak Valley Parkway on Tukwet was replaced due to damage from a vehicle.	Alex Stanko 07-05-24	Alex Stanko 07-05-24
	Replace 14 Watt bulbs with 40 Watt. (Part of above item #10)		



Punch List

Project Name: Tract No.

		PW	Bond No.	
Inspected By:		Page:	Date:	
Item No.	D	escription	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
11	Zachary Way in C	ukwet between Josh Dr / Center median are not ght S of Sorenstam on	Alex Stanko 07-05-24 Alex Stanko	Alex Stanko 07-05-24 Alex Stanko
12			07-05-24	07-05-24

Bond No.: 1001191186 Premium: \$897.00/1 yr.

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and SDC Fairway Canyon, LLC (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated _______ and identified as Tr 31462. Ph 4A, Fairway ______ is hereby referred to and made a part hereof; and: Canyon Street improvements

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

NOW, THEREFORE, we, the Principal and Insurance Company ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of Three Hundred Eighty-Seven * dollars (\$387,755.00) 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.

*Thousand Seven Hundred Fifty-Five & N0/100ths

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

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

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

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

(Seal)	(Seal)	
U.S. Speciality Insurance Company SURETY By: Cleryl X. Thoras	SDC Fairway Canyon, LLC, a Delaware Limited Liability Company PRINCIPAL By:	
(Name) Cheryl L. Thomas	(Name) Dale Strickland	
(Address) Attorney-in-Fact	(Title) Authorized Signatory	
801 S. Figueroa St., Suite 700	(Address) 2646 Dupont Dr., Suite 60 #520	
Los Angeles, CA 90017	Irvine, CA 92612	
	By:	
	(Name)	
	(Title)	
	(Address)	
	·	

SIGNED AND SEALED THIS 12th DAY OF January 2020, 24

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

Indicate the capacity claimed by the signer. If the claimed capacity is a

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

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

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 July 12, 2024 before me,	Susan E. Morales, Notary Public (Here insert name and title of the officer)		
personally appeared Dale Strickland	(Here insert name and title of the officer)		
who proved to me on the basis of satisf name(s) is/are subscribed to the within he/she/they executed the same in his/fr	actory evidence to be the person (s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of		
which the person(s) acted, executed the			
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.	SUSAN E. MORALES COMM. #2444309 NOTARY PUBLIC- CALIFORNIA ORANGE COUNTY MY COMM. Expires April 14, 2027		
Notary Public Signature (No	otary Public Seal)		
*			
ADDITIONAL OPTIONAL INFORMATI	ON INSTRUCTIONS FOR COMPLETING THIS FORM		
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowwedgents from other states may be completed for documents being sent to that state so long as the		
Maintenance Bond #1001191186	wording does not require the California notary to violate California notary law.		
(Title or description of attached document)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. 		
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 		
Number of Pages 2 Document Date 7/12/24	 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.		
CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s)	 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. 		
☐ Corporate Officer	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		
(Title) □ Partner(s)	 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. 		
☐ Attorney-in-Fact ☐ Trustee(s)	 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. 		
OH Authorized Signatory	1 There are the or type of attached document, named of pages and date.		

2015 Version www.NotaryClasses.com 800-873-9865

Other Authorized Signatory

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

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

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 <u>July 12, 2024</u> before me, _	Susan E. Morales, Notary Public (Here insert name and title of the officer)	
personally appeared Cheryl L. Thomas 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 the foregoing paragraph is true and cor	rect. SUSAN E. MORALES	
WITNESS my hand and official seal.	COMM. #2444309 NOTARY PUBLIC- CALIFORNIA ORANGE COUNTY	
Susan & Mondon Notary Public Signature (No	MY COMM. Expires April 14, 2027 otary Public Seal)	
*	DISTRICTION OF COLUMN FIRM OF THE FORM	
DESCRIPTION OF THE ATTACHED DOCUMENT	ON 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. Acknowedgents 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.	
Bond #1001191186 - Maintenance (Title or description of attached document)	State and County information must be the State and County where the document	
U.S. Specialty Insurance Company	signer(s) personally appeared before the notary public for acknowledgment. • Date of notarization must be the date that the signer(s) personally appeared which	
(Title or description of attached document continued)	must also be the same date the acknowledgment is completed.	
Number of Pages 2 Document Date 7/12/24	 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 	
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s)	notarization. • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/she/shey, 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.	
O41	Indicate title or type of attached document, number of pages and date.	

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Other



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas, Shane Wolf or Wrenetta Walker of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond ***75,000,000.00***). ******Seventy Five Million****** Dollars (_ penalty does not exceed

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this

1st day of February 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY. U.S. SPECIALTY INSURANCE COMPANY

Daniel P. Aquilar, Vice President

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

State of California County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

D. LITTLEFIELD otary Public - Californ Los Angeles County Commission # 2478570

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2024

Bond No. Agency No.

visit tmhcc.com/surety for more information

Kio Lo. Assis ant Secretary

HCCSMANPOA02/2024



CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.:	Tract No. 31462 Infrastructu	re Street Improvements	
DATE:	May 9, 2017		
PP, CUP NO.:		BY: George A. Lenfestey	
IMPROVEMENTS	FAITHFUL PERFORMANCE/ LABOR AND MATERIALS SE (150% of Estimated Construction Costs)	ECURITY	
Streets/Drainage	\$ 2,876,396.11		
Sewer	\$ -		
Total	\$ 2,876,396.11		
Warranty Retension (22.5%)	\$ 647,189.13		
Street/Drainage Plan Check Fees =	\$ 38,351.95		
Sewer Plan Check Fees =	\$ 500.00		
Street Inspection Fees =	\$ 57,527.92		
Sewer Inspection Fees =	\$ 750.00		
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 doinclude additional 2	20% for recordation prior to having si	gned plans	
Above amounts do not X include additional 2 Engineer's Signature George A. Lenfestey Name typed or printed	20% for recordation/prior to having signal Date	NO. C45920 FY EXP. 12-31	
		Civil Engineer's Stamp	

*****<u>PLEASE READ INSTRUCTIONS BELOW</u>*****

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

Basic Gov (Sales Force) # 14-2133 File # 3381

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No. 31462)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and SDC FAIRWAY CANYON, LLC, a DELAWARE LIMITED LIABILITY company ("DEVELOPER").

RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

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

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

- 3. <u>Compliance with Plans and Specifications</u>. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.
- 4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

- 7. <u>Comprehensive Commercial General and Automobile Liability Insurance</u>. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.
- 8. <u>Indemnification.</u> Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.
- 9. <u>Procedure for Release of Performance Bond Security.</u> The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:
 - a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.
 - b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

- c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.
- d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.
- e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.
- 10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.
- 11. <u>Security for One-Year Warranty Period</u>. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.
- 12. <u>Binding Effect.</u> This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.
- 13. <u>Authority to Execute.</u> The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.
- 14. <u>No Assignment</u>. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.
- 15. <u>Attorneys' Fees.</u> In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

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

IN WITNESS WHEREOF, the partidates listed below.	es have caused this Agreement to be executed on the CITY OF BEAUMONT By Mayor March 3, 2020 Date
	DEVELOPER By JANUARY 14, 2020 Date Title: AUTHORIZED SIGNATORY Address: 2392 MORSE AVE. IRVINE, CA 92614

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certific document to which this certificate is attached, and not		
State of California)		
County of ORANGE		
	ABETH MENICUCCI, NOTARY PUBLIC	
Date	Here Insert Name and Title of the Officer	
	Here insert Name and True of the Officer	
personally appeared STEPHAN Z. ELIEFF	M(-) - (-) - (-)	
	Name(s) of Signer(s)	
who proved to me on the basis of satisfactory subscribed to the within instrument and acknow his/her/their authorized capacity(les), and that by h or the entity upon behalf of which the person(s) ac	rledged to me that he/she/they executed the his/her/their signature(s) on the instrument the per-	same in
	I certify under PENALTY OF PERJURY under to of the State of California that the foregoing pais true and correct.	the laws ragraph
ELIZABETH MENICUCCI Notary Public — California	WITNESS my hand and official seal. Signature of Notary Public	ica
Place Notary Seal Above	TIONAL	
Though this section is optional, completing this		nt or
Description of Attached Document		
Title or Type of Document:	Document Date:	
Number of Pages: Signer(s) Other Than	Named Above:	
Capacity(ies) Claimed by Signer(s)		
Signer's Name:	Signer's.Name:	
Signer's Name: Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):	
J Partner — □ Limited □ General	☐ Partner — ☐ Limited ☐ General	
☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact ☐ Guardian or Conserva	***
	CI Other	
Other:igner Is Representing:	Signer Is Representing:	
	·	

Rasic Gov (Sales Force) # 14-2133
File # 2381

Infrastructure Streets

EXHIBIT "A"

Bond No.: 1001124448 Premium: \$58,133.00/2 yrs.

PERFORMANCE BOND

Agreement To Provide Security For Improvements I dated, 20, whereby Principal agre public improvements itemized and described on Tract M which is hereby incorporated herein and made a part here	designated For Tract I es to instal Iap, Parcel eof; and	d as "Principal") have entered into Map Or Parcel Map Or Plot Plan, I and complete certain designated Map or Plot Plan No. 31462
WHEREAS, Principal is required under the term faithful performance of said agreement.	is of the sa	id agreement to furnish a bond for the
NOW, THEREFORE, we, the Principal and Assurety, are held and firmly bound unto the City of Bsum of Three Million Eight Hundred Seventy-Five * United States, for the payment of which sum well and successors, executors and administrators, jointly and sevents.	eaumont (l dollars (s truly to be	hereinafter called "City"), in the penal 3,875,500.00) lawful money of the e made, we bind ourselves, our heirs,
The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.		
As part of the obligation secured hereby and in there shall be included costs and reasonable expenses incurred by the City in successfully enforcing such oblig judgment therein rendered.	and fees,	including reasonable attorney's fees,
The Surety hereby stipulates and agrees that no to the terms of the agreement or to the work to accompanying the same shall in any way affect its oblinotice of any such change, extension of time, alteration work or to the specifications.	be perform ligations of	ned thereunder or the specifications n this bond, and it does hereby waive
IN WITNESS WHEREOF, this instrument has above named, on January 10th 20 20 .	been duly	executed by the Principal and Surety
PRINCIPAL: SDC Fairway Canyon, LLC, a Delaware Limited Liability Company	SURETY American	: n Contractors Indemnity Company
ву УЗИ	Ву	M
Title HATHORIZED SIGNA TORY	Title	Shane Wolf, Attorney-in-Fact

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	1		
State of California	I		
County of Orange	}		
On January 10, 2020 before me, _	Susan E. Morales, Notary Public (Here insert name and title of the officer)		
personally appeared Shane Wolf	500 SBA 500 APV		
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 the foregoing paragraph is true and cor	under the laws of the State of California that rect.		
	SUSAN E. MORALES		
WITNESS my hand and official seal.	COMM. # 2279182 =		
	NOTARY PUBLIC - CALIFORNIA SORANGE COUNTY		
Notary Public Signature (No	My Comm. Expires March 28, 2023 otary Public Seal)		
•	•		
ADDITIONAL OPTIONAL INFORMAT	ON INSTRUCTIONS FOR COMPLETING THIS FORM		
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from		
Bond #1001124448	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.		
(Title or description of attached document)	State and County information must be the State and County where the document		
American Contractors Indemnity Company	signer(s) personally appeared before the notary public for acknowledgment.		
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 		
Number of Pages 1 Document Date 1/10/20	 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. 		
CAPACITY CLAIMED BY THE SIGNER	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they₃ is /are) or circling the correct forms. Failure to correctly indicate this 		
☐ Individual (s)	information may lead to rejection of document recording.		
☐ Corporate Officer	 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 		
(Title)	sufficient area permits, otherwise complete a different acknowledgment form.		
☐ Partner(s)	 Signature of the notary public must match the signature on file with the office of the county clerk. 		
☑ Attorney-in-Fact	Additional information is not required but could help to ensure this		
☐ Trustee(s)	acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.		
Other	Indicate the capacity claimed by the signer. If the claimed capacity is a		

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

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

2015 Version www.NotaryClasses.com 800-873-9865

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certific document to which this certificate is attached, and not	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California County of ORANGE))
On JANUARY 15, 2020 before me, ELIZ	ABETH MENICUCCI, NOTARY PUBLIC
Date personally appeared STEPHAN Z. ELIEFF	Here Insert Name and Title of the Officer
potentially appeared	Name(s) of Signer(s)
subscribed to the within instrument and acknow	vevidence to be the person(s) whose name(s) is/are vledged to me that he/she/they executed the same in nis/her/their signature(s) on the instrument the person(s); cted, 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.
ELIZABETH MENICUCCI Notary Public - California Orange County Commission # 2139442 My Comm. Expires Feb 4, 2020	WITNESS my hand and official seal. Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	TIONAL information can deter alteration of the document or form to an unintended document.
Description of Attached Document itle or Type of Document: iumber of Pages: Signer(s) Other Than	Document Date:
capacity(ies) Claimed by Signer(s) igner's Name:	Signer's Name:
Corporate Officer — Title(s): Partner — ☐ Limited ☐ General Individual ☐ Attorney in Fact Trustee ☐ Guardian or Conservator	□ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator
Other: igner Is Representing:	☐ Other:Signer Is Representing:

14-2133

Bond No.: 1001124448 Premium included with the Performance Bond

Infrastructure Streets

EXHIBIT "B"

PAYMENT BOND

Agreement To Provide Security For Improvements	grees to install and complete certain designated ct Map, Parcel Map or Plot Plan No. 31462		
WHEREAS, under the terms of the said agreem the performance of the work, to file a good and suffici secure the claims to which reference is made in Section California.	ent, the Principal is required before entering upon ient payment bond with the City of Beaumont to n 8000, et seq., of the Civil Code of the State of		
bound unto the City of Beaumont and all contractors, persons employed in the performance of the said agreet the Civil Code in the sum of Three Million Eight materials furnished or labor thereon of any kind, or for Act with respect to this work or labor, that the Surety vamount hereinabove set forth, and also in case suit is breach amount thereof, costs and reasonable expenses incurred by the City in successfully enforcing this obligation.	ment and referred to at Section 8000, et seq., of Hundred * dollars (\$3,875,500.00), for amounts due under the Unemployment Insurance will pay the same in an amount not exceeding the rought upon this bond, will pay, in addition to the and fees, including reasonable attorney's fees,		
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 Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.			
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.			
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.			
IN WITNESS WHEREOF, this instrument has above named, on January 10th, 2020	been duly executed by the Principal and Surety		
PRINCIPAL:	SURETY:		
SDC Fairway Canyon, LLC, a Delaware Limited Liability Company	American Contractors Indemnity Company		
By AM	By Marie		
Title HUTHINGZED SLGMATURY	Title Shane Wolf, Attorney-in-Fact		

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 January 10, 2020 before me, Susan E. Morales, Notary Public (Here insert name and title of the officer)				
personally appeared Shane Wolf 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 the foregoing paragraph is true and cor	rect. SUSAN E. MORALES			
WITNESS my hand and official seal. Susan & Modern Public Signature (No.	COMM. # 2279182 Z NOTARY PUBLIC - CALIFORNIA S ORANGE COUNTY My Comm. Expires March 28, 2023			
•	•			
ADDITIONAL OPTIONAL INFORMATI	ON INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and,			
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknolwedgents from			
Bond #1001124448	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.			
(Title or description of attached document)	State and County information must be the State and County where the document			
American Contractors Indemnity Company	signer(s) personally appeared before the notary public for acknowledgment. • Date of notarization must be the date that the signer(s) personally appeared which			
(Title or description of attached document continued)	must also be the same date the acknowledgment is completed.			
Number of Pages _1 Document Date _ 1/10/20	 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 			
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s)	notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/she/shey, 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.			
✓ Attorney-in-Fact ☐ Trustee(s) ☐ Other	 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, CEO, Secretary)			

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

2015 Version www.NotaryClasses.com 800-873-9865

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	icate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California County of ORANGE))
On JANUARY 15, 2020 before me, ELIZ	ZABETH MENICUCCI, NOTARY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appeared STEPHAN Z. ELIEFF	
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument 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.
ELIZABETH MENICUCCI Notary Public – California Orange County Commission # 2139442 My Comm. Expires Feb 4, 2020	WITNESS my hand and official seal. Signature Of Notary Public
Though this section is optional, completing this	TIONAL at the state of the document or so form to an unintended document.
Description of Attached Document itle or Type of Document:Signer(s) Other Tha	Document Date:
apacity(ies) Claimed by Signer(s) igner's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Igner Is Representing:	Signer's.Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Grustee Guardian or Conservator

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Todd M. Rohm. Shane Wolf, Cathy S. Kennedy or Beata A. Sensi of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond *****Seventy Five Million***** Dollars (\$ *75,000,000.00*) penalty does not exceed

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney in Fact shall be binding upon the Company as if signed by the President and scaled and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

NVITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed. Ist day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

orporate Seals





Danie P. Aguilar, Vice Prevident

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

State of California

County of Los Angeles

On this 1st day of November, 2016, before me, Sabina Morgenstein, a nutary public, personally appeared Daniel P. Aguilar, Vice President of America Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and corre WITNESS my hand and official scal.

Signature

(Seal)

SABINA MORGENSTEIN Commission # 2129258 Notary Public - California Los Angeles County My Comm. Expires Nov 3, 2019

Kio Lo, Assistant Secretary of American Contractors Indemnity Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 10 that

Corporate Seals

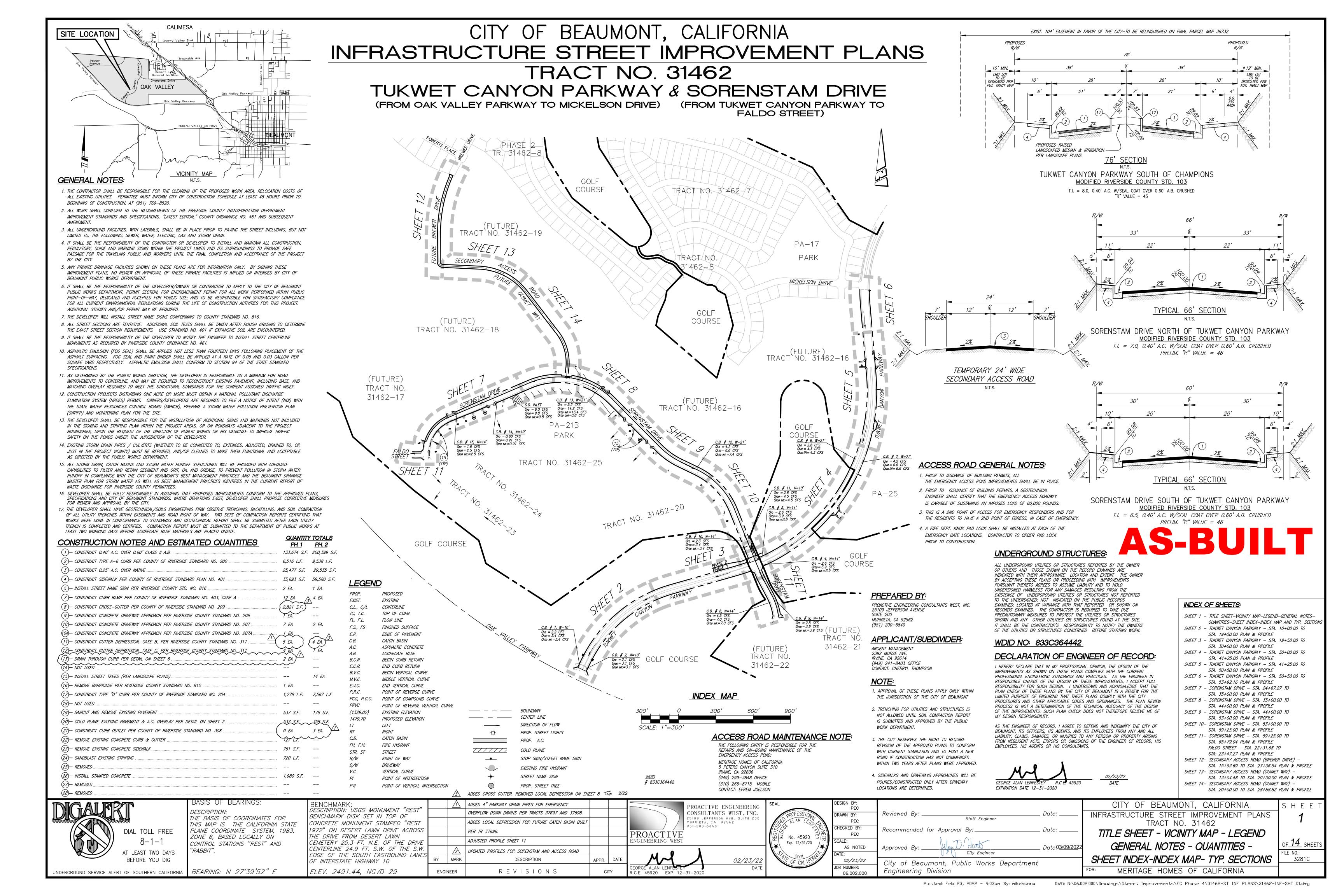
Bond No. 1001124446 Agency No.

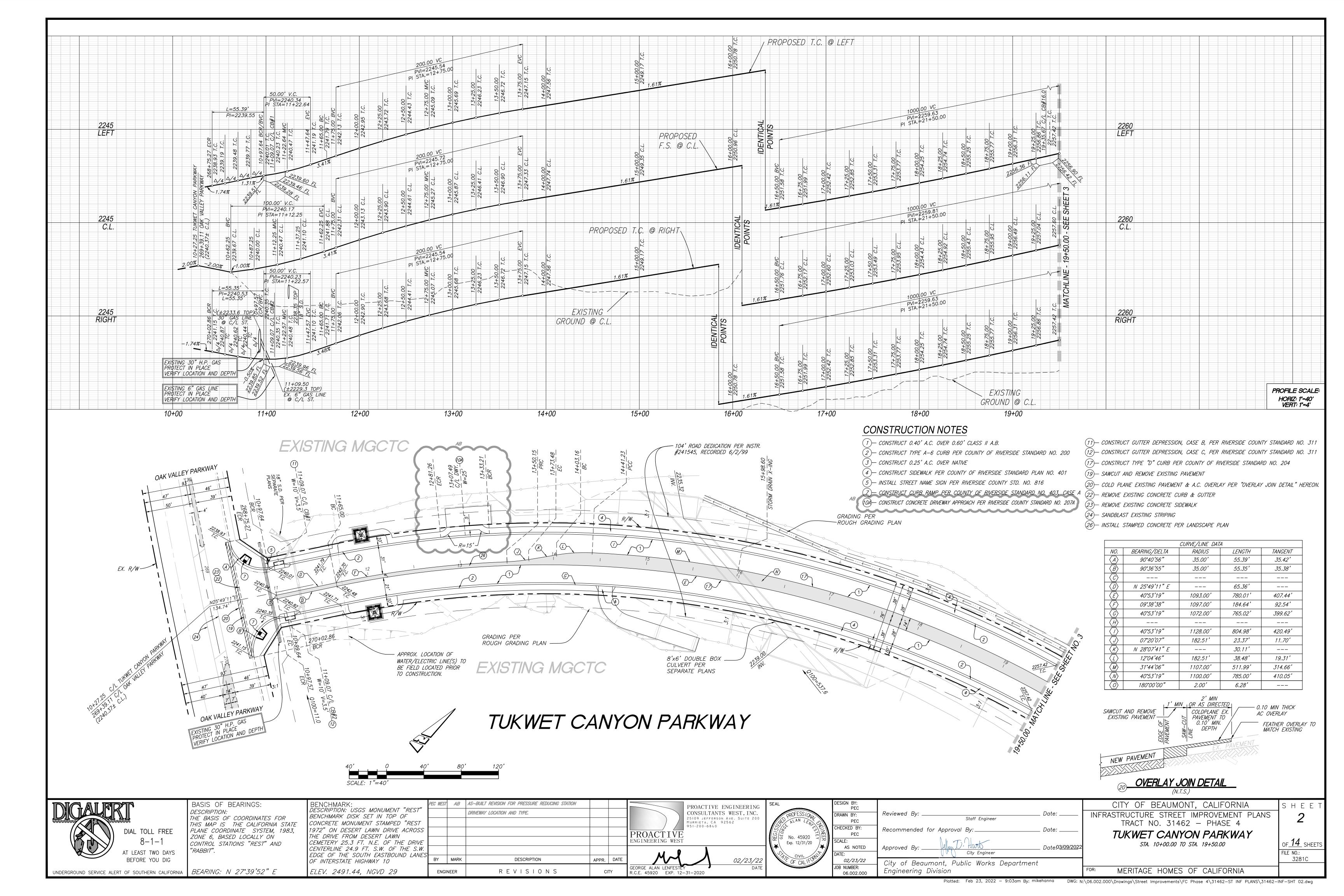


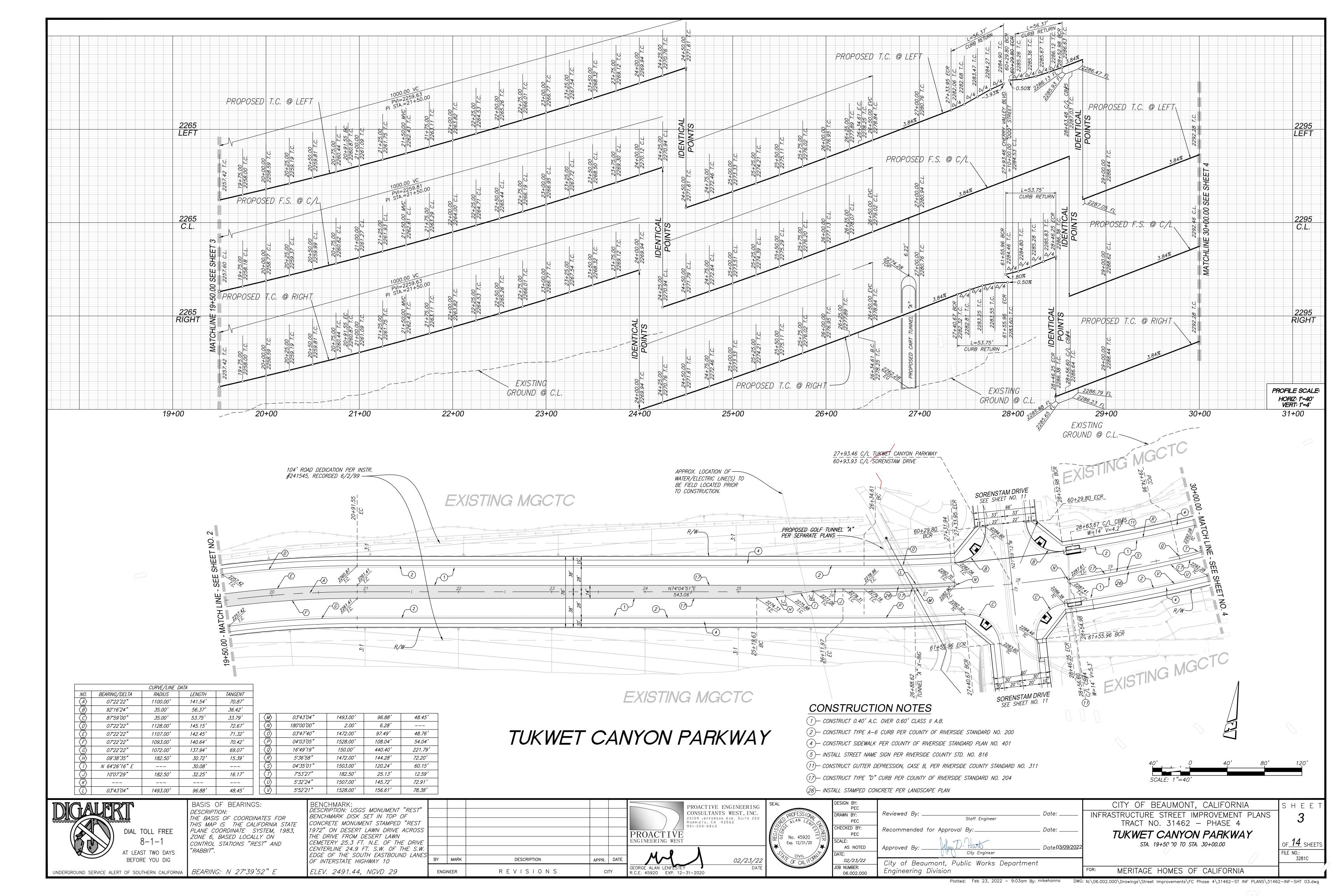


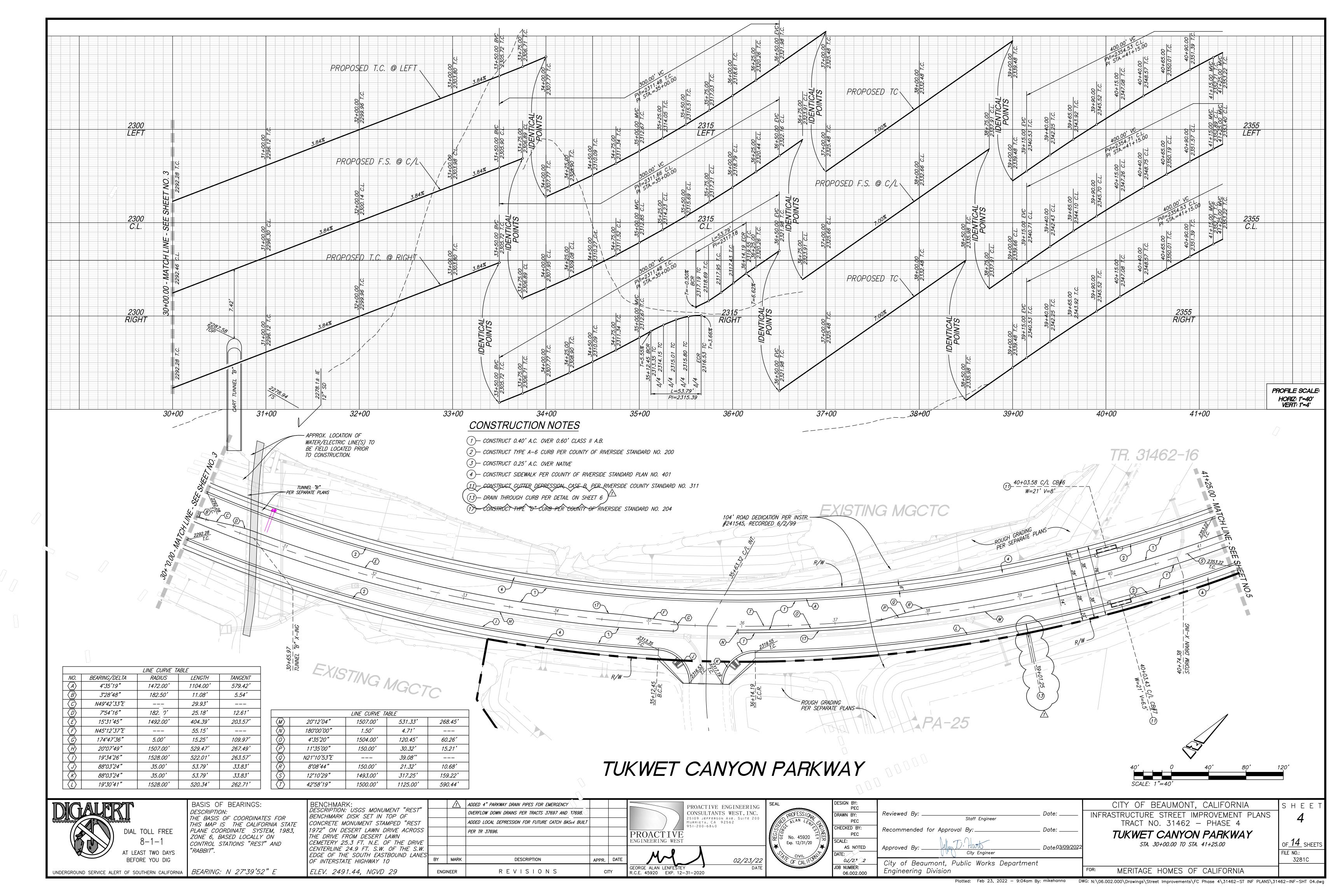


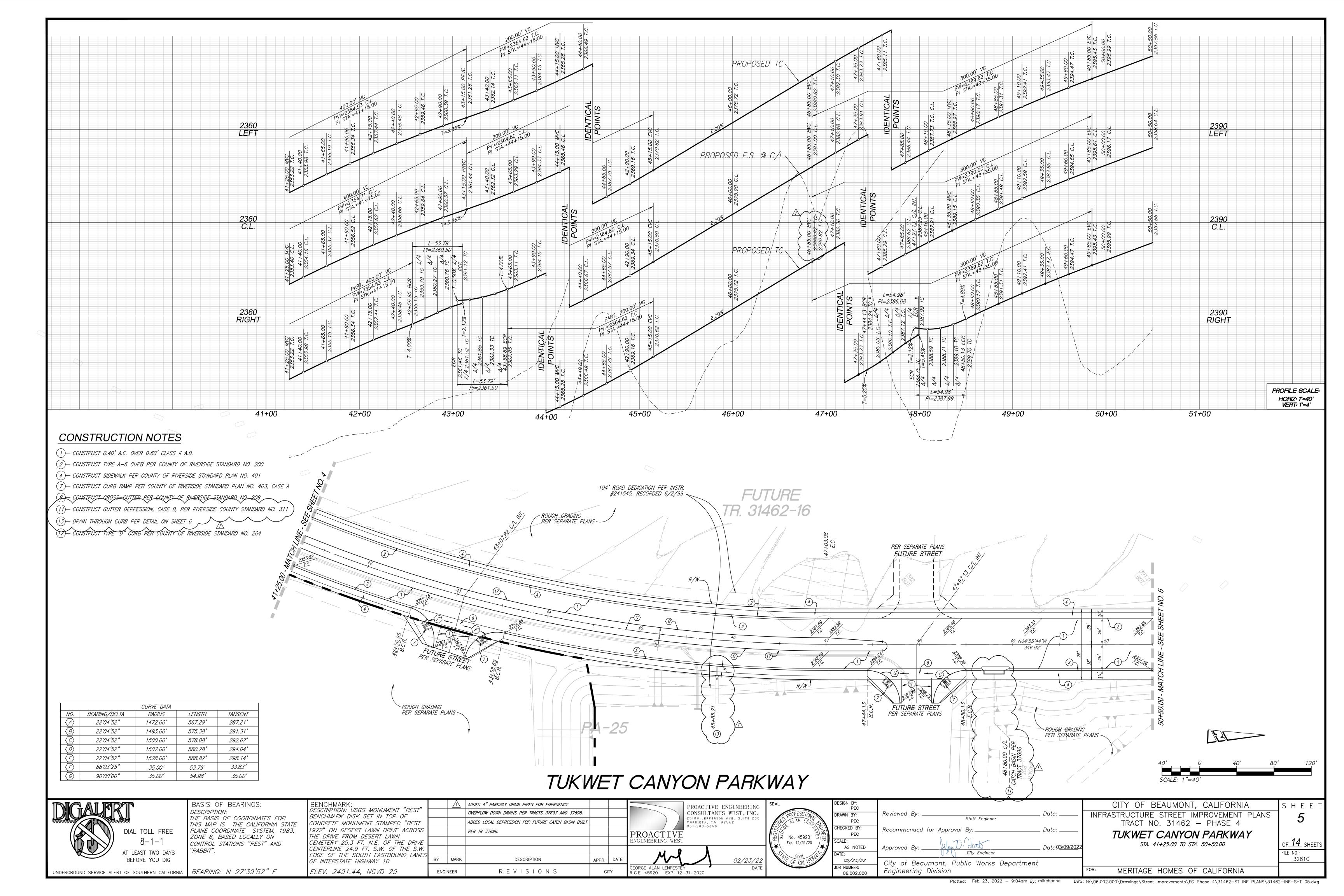
Kio Lo, Assistant Secretary

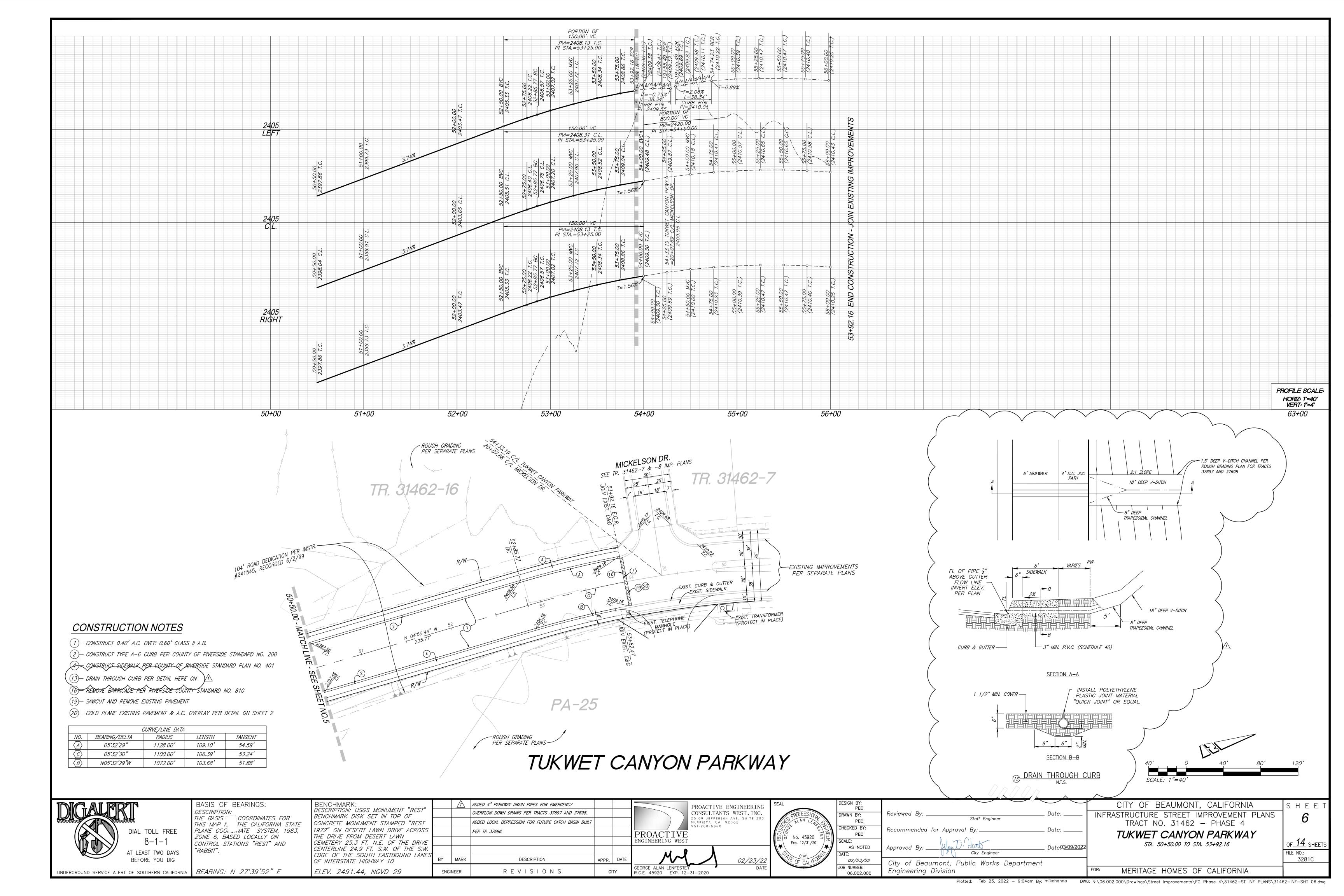


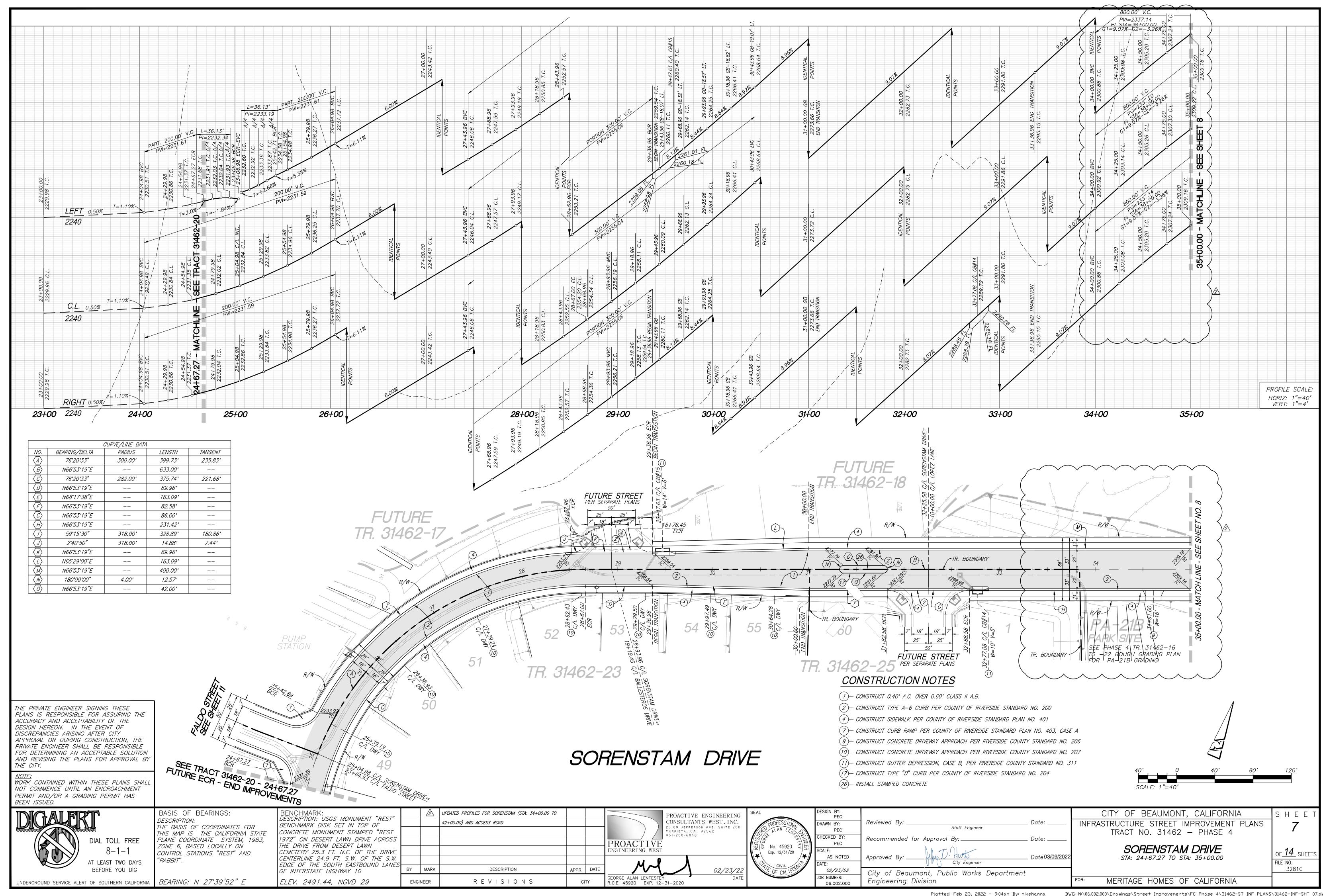


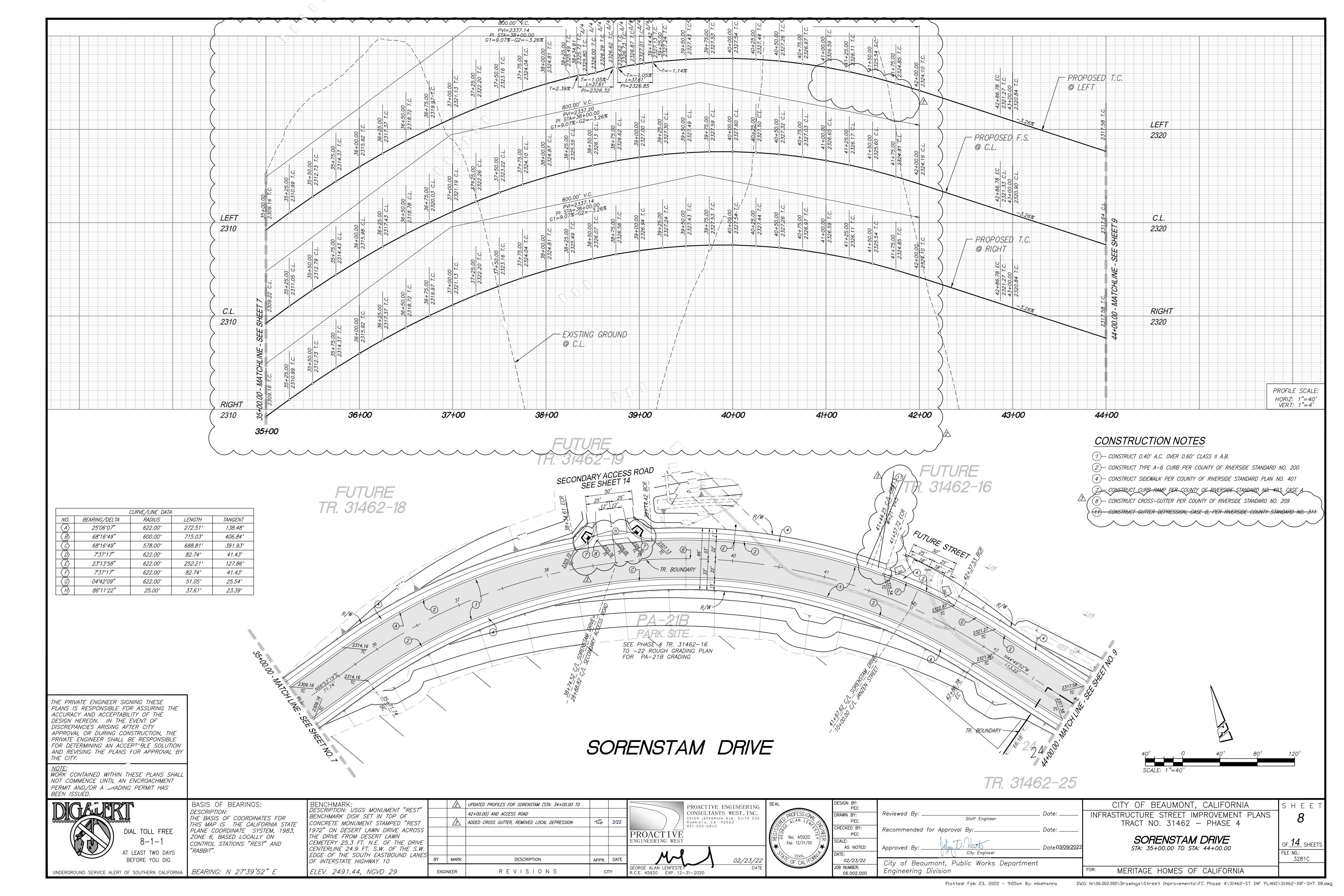


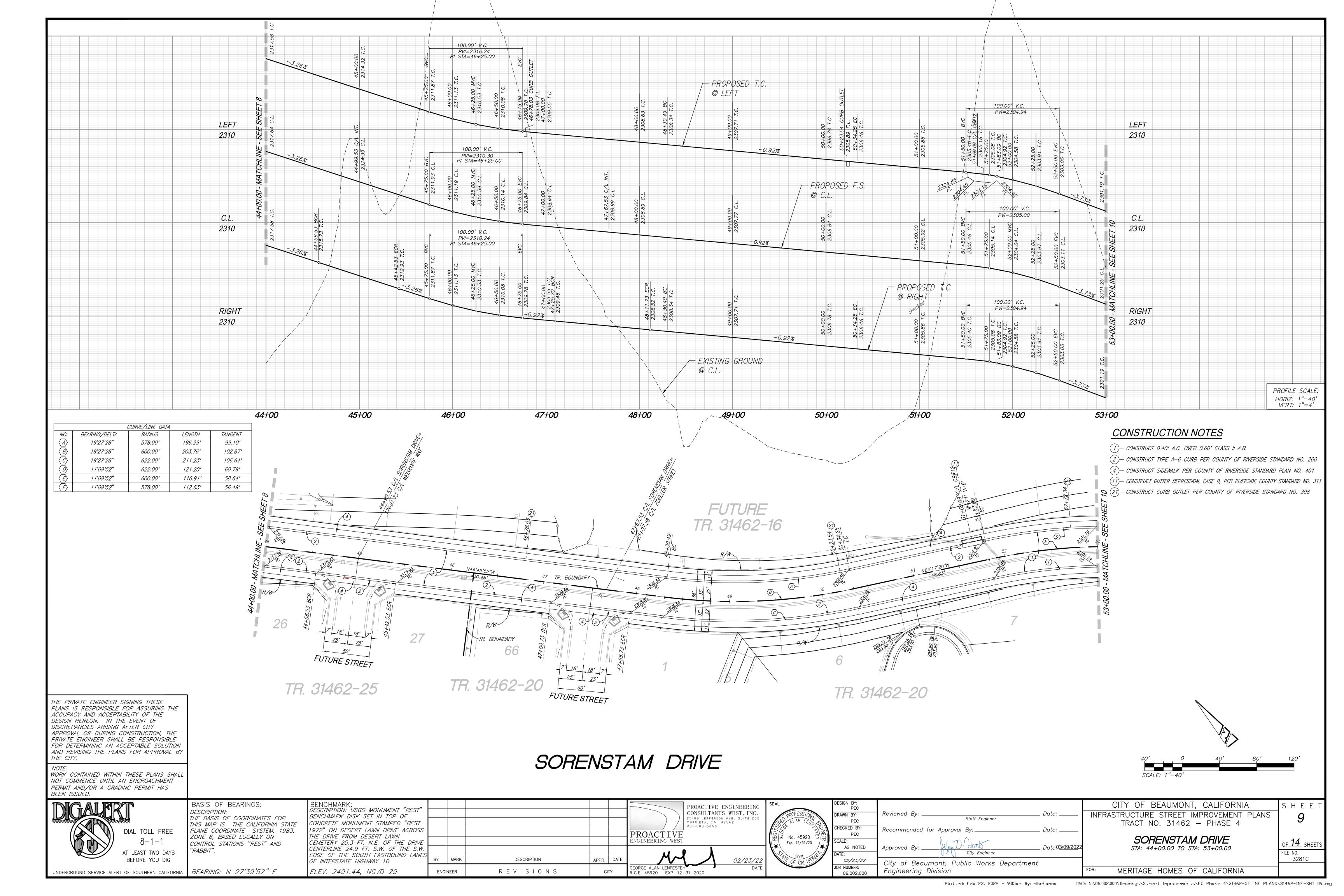


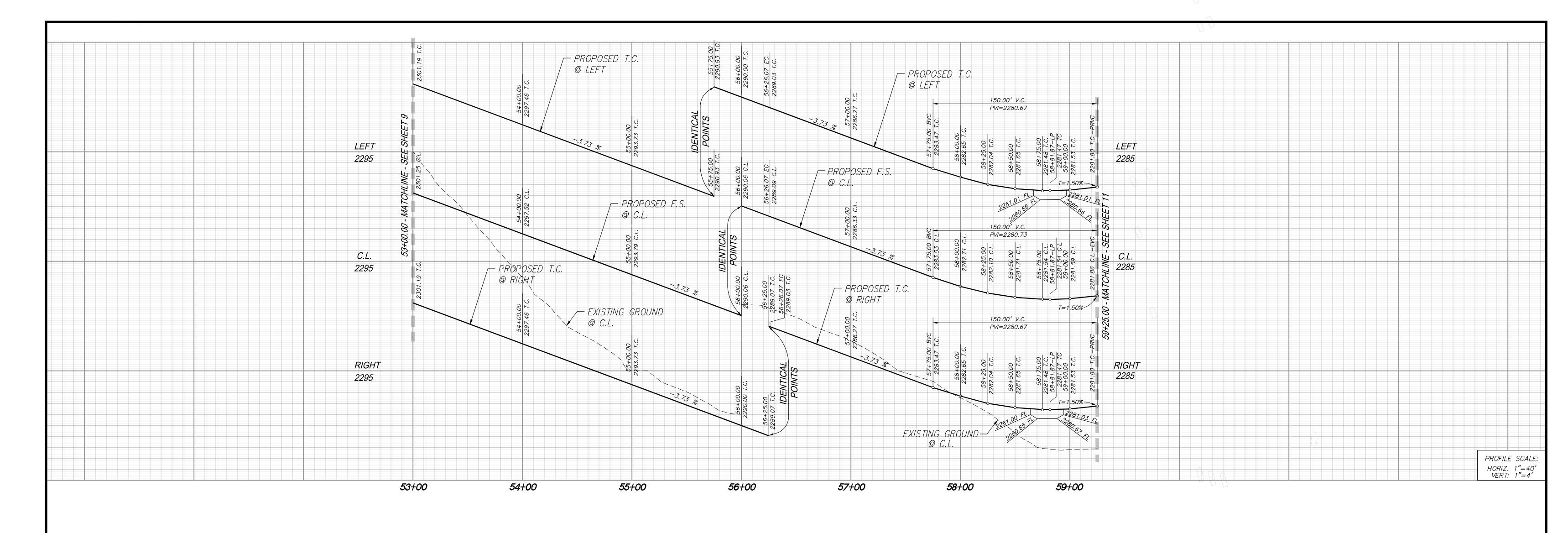


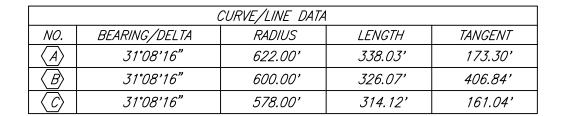


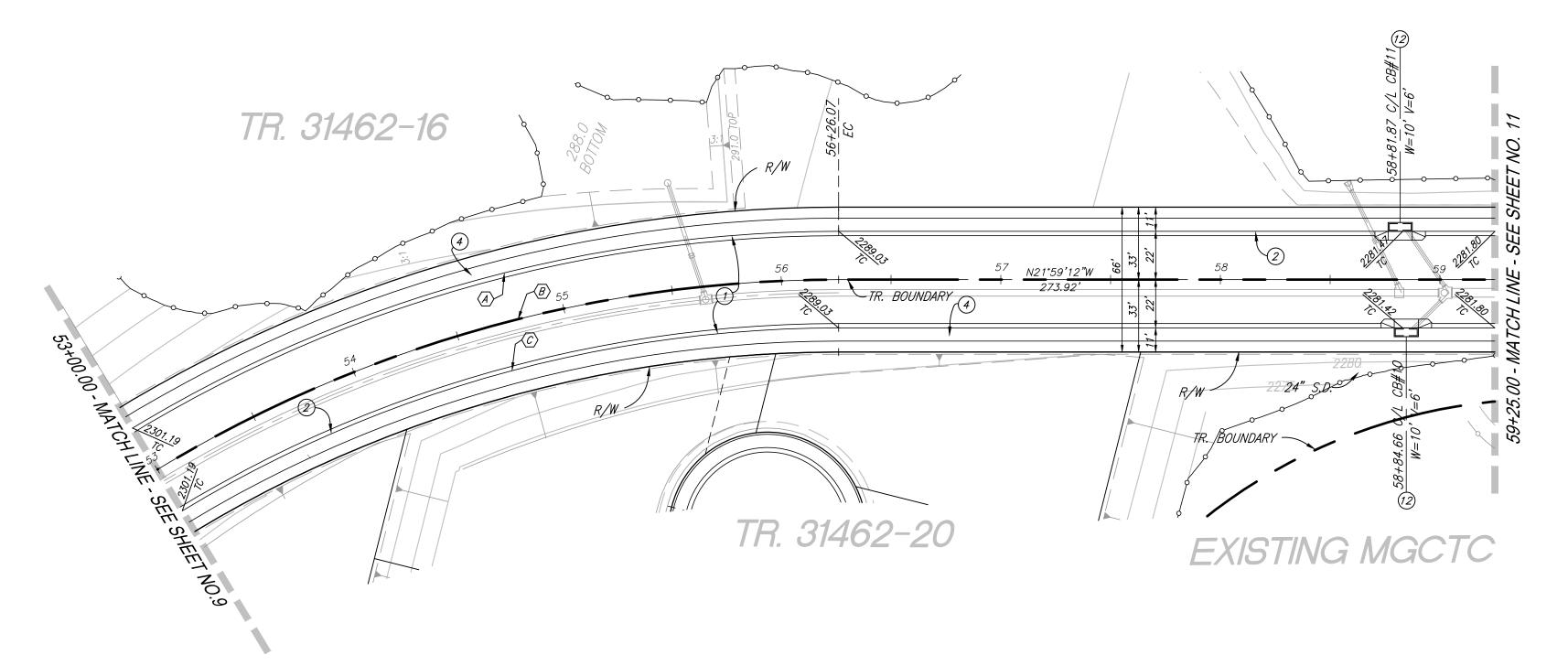












SORENSTAM DRIVE

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUÉD.

"RABBIT".

DIAL TOLL FREE BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

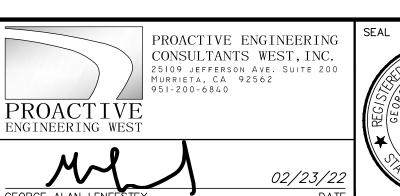
BASIS OF BEARINGS: DESCRIPTION: THE BASIS OF COORDINATES FOR
THIS MAP IS THE CALIFORNIA STATE
PLANE COORDINATE SYSTEM, 1983,
ZONE 6, BASED LOCALLY ON
CONTROL STATIONS "REST" AND

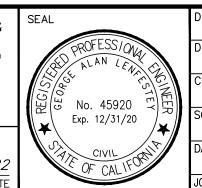
BEARING: N 27°39'52" E

BENCHMARK: DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES

BY MARK OF INTERSTATE HIGHWAY 10 ELEV. 2491.44, NGVD 29

DESCRIPTION REVISIONS .C.E. 45920 EXP. 12-31-2020





ESIGN BY: PEC		
RAWN BY: PEC	Reviewed By:Staff Engineer	Date:
HECKED BY: PEC	Recommended for Approval By:	Date:
CALE: AS NOTED	Approved By:	Date.0 <u>3/09/202</u> 2
ATE:	City Engineer	
02/23/22	City of Beaumont, Public Works Department	
OB NUMBER: 06.002.000	Engineering Division	

CONSTRUCTION NOTES

- 1)— CONSTRUCT 0.40' A.C. OVER 0.60' CLASS II A.B.
- (2)— CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
- (4)— CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
- (12)— CONSTRUCT GUTTER DEPRESSION, CASE C, PER RIVERSIDE COUNTY STANDARD NO. 311

CITY OF BEAUMONT, CALIFORNIA INFRASTRUCTURE STREET IMPROVEMENT PLANS TRACT NO. 31462 - PHASE 4

MERITAGE HOMES OF CALIFORNIA

SORENSTAM DRIVE STA: 53+00.00 TO STA: 59+25.00

OF <u>14</u> SHEETS FILE NO.: 3281C

