

# City of Beaumont

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

Case No. PW2024-0012
Receipt No. R01562195
Fee \$ 3,915.00
Date Paid 4/23/2024

#### BOND EXONERATION APPLICATION

Bone	d Type: ☐Performance ☐Maintenance <b>▼</b> Final	Monument Inspection  Other:
	Contact's Name Chris Carlaccini	Phone 657-292-5781
	Contact's Address 6440 Oak Canyon Suite 200	Irvine CA 92618
	Contact's E-mail ccarlaccini@taylormorrison.com	City/State/Zip
	Developer Name Talyor Morrison (If corporation or partnership application must include	Phonenames of principal officers or partners)
	Developer Address 6440 Oak Canyon Suite 200	Irvine CA 92618
		City/St/Zip
	CERTIFICATION OF ACCURACY AND to the best of my knowledge the information in	COMPLETENESS: I hereby certify that
	and exhibits are true, complete, and correct.	0/04/0004
	Print Name and Sign – Contact/Applicant	2/21/2024 Date
•	Contractor shall indemnify, defend, and hold employees and volunteers from and against at costs (including without limitation costs and of or in connection with contractor's performation comply with any of its obligations for which the for such loss or damage which was caused by	ny and all liability, loss, damage, expense, fees of litigation) of every nature arising out ance of work hereunder or its failure to his Bond exoneration is requested, except
	Chris Carlaccini Ch: Calc	2/21/2024
	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.

Chris Carlaccini	Chi Chi	2/21/2024
Print Name and Sign – C	Contact/Applicant	Date



# **Punch List**

Project Name: Final Monument Release of Maintenance Bond Tract No. 27971-2

	PW2024-0012	Bond No. 1155909	
Inspect	ed By: Jason Craghead	Page: 1 of 1	Date: 8/13/24
Item No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	COC recording info required	Richard Godsey	Richard Godsey
		8/20/24 Jason Craghead	9/13/24 Jason Craghead
	No items	8/20/24	8/20/24

Basic Gov (Sales Force) #_	2075
File#	

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

(Tract Map/Parcel Map/Plot Plan No. 27971-2)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and RSI Communities-California 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 # 27971-2, ("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.
- 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. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.
- 8. <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 parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT
By Mayor America
Oct 16, 2018  Date

**DEVELOPER** 

By RSI Communities-California LLC

Date

Title: YEE PRESIDENT FORWARD PANNING

Address:

680 Newport Center Drive, 3F Newport Beach, CA 92660

Basic Gov (Sales Force) #	2015
File#	

Title Beata A. Sensi, Attorney-in-Fact

Bond #1155909 Premium: \$337.00/2 yrs.

**Darius Fatakia** 

Vice President Land Development

#### **EXHIBIT "A"**

### PERFORMANCE ROND

PERFORMANCE BOND	
WHEREAS, the City Council of the City of Beaumont, Sta RSI Communities - California LLC, a Delaware limited liability of as "Principal") have entered into Agreement To Provide Security For #27971-2 dated, 20 , whereby Principal agrees to install a public improvements itemized and described on Tract Map, No.27971-herein and made a part hereof; and Final Monumentation.	ompany (hereinafter designated r Improvements For Tract Map, and complete certain designated
WHEREAS, Principal is required under the terms of the said agreement.	greement to furnish a bond for the
NOW, THEREFORE, we, the Principal and Lexon Insurant firmly bound unto the City of Beaumont (hereinafter called "City"). Thousand One Hundred Twenty & N0/100ths (\$24,120.00) lawful in payment of which sum well and truly to be made, we bind ourselve and administrators, jointly and severally, firmly by these presents.	, in the penal sum of Twenty-Four noney of the United States, for the
The condition of this obligation is such that if the executors, administrators, successors or assigns, shall in all things struly keep and perform the covenants, conditions and provisions in the thereof made as therein provided, on his or their part to be kept at the manner therein specified, and in all respects according to their indemnify and save harmless the City, its officers, agents and empthis obligation shall become null and void; otherwise it shall be and re-	tand to and abide by, and well and ne said agreement and any alteration and performed at the time and in true intent and meaning, and shall ployees as therein stipulated, then
As part of the obligation secured hereby and in addition therefor, there shall be included costs and reasonable expenses attorney's fees, incurred by the City in successfully enforcing such obtaincluded in any judgment therein rendered.	and fees, including reasonable
The Surety hereby stipulates and agrees that no change, addition to the terms of the agreement or to the work to be specifications accompanying the same shall in any way affect its observed waive notice of any such change, extension of time, alterate agreement or to the work or to the specifications.	be performed thereunder or the bligations on this bond, and it does
IN WITNESS WHEREOF, this instrument has been duly executabove named, on March 1st , 20 18 .	uted by the Principal and Surety
PRINCIPAL: SURETY:	
RSI Communities - California LLC, a Delaware limited liability company  By  By	n Insurance Company

# **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.

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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

#### **EXHIBIT "B"**

Bond #1155909 Premium included with the Performance Bond

PAYMENT BOND
WHEREAS, the City Council of the City of Beaumont, State of California and RSI Communities - California LLC, a Delaware limited liability company (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map #27971-2, dated, 20 , whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No. 27971-2, which is hereby incorporated herein and made a part hereof; and Final Monumentation.
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 Section 8000, et seq., 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 Section 8000, et seq., of the Civil Code in the sum of <b>Twenty-Four Thousand One Hundred Twenty &amp; No/100ths (\$24,120.00)</b> , 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 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 been duly executed by the Principal and Surety

above named, on March 1st , 20 18

PRINCIPAL:

RSI Communities - California LLC, a Delaware limited liability company

By Darius Fatakia

Vice President Land Development

Title Darius Fatakia

Vice President Land Development

Vice President Land Development

# 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 March 1, 2018 before me,	Susan E. Morales, Notary Public (Here insert name and title of the officer)
name(s) is/are subscribed to the within in the/she/they executed the same in this/he	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 e instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and corr	under the laws of the State of California that rect.  SUSAN E. MORALES
WITNESS my hand and official seal.  Susan & More (No. 1)  Notary Public Signature	COMM. # 2101798 NOTARY PUBLIC - CALIFORNIA S ORANGE COUNTY My Comm. Expires March 26, 2019 otary Public Seal)
<b>•</b>	•
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. Acknowledgents 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.
(Title or description of attached document)	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> </ul>
(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 Document Date	<ul> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of notarization.</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer  (Title) Partner(s) Attorney-in-Fact Trustee(s)	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/shey, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> <li>The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> <li>Indicate title or type of attached document, number of pages and date.</li> </ul>

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

Other

#### **POWER OF ATTORNEY**

LX-314375

# **Lexon Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in uisville, Kentucky, does hereby constitute and appoint: Todd M. Rohm, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Shane Wolf its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

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

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

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

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY

David E. Campbell President

#### **ACKNOWLEDGEMENT**

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County Mv Commission Expires 07-08-19

Notary Public

#### **CERTIFICATE**

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

Signed and Seal at Mount Juliet, Tennessee this \_\_\_\_\_\_ Day of \_\_\_\_\_, 20 MAR. - 1 2018

Andrew Smith Assistant Secretary

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

NUMBER OF LOTS: 59 NUMBER OF LETTERED LOTS : 7 ACREAGE OF LOTS: 10.05 AC. ACREAGE OF LETTERED LOTS: 4.22 AC. TOTAL ACREAGE: 14.27 AC.

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

# TRACT NO. 27971-2

BEING A SUBDIVISION OF PARCEL 2 AND LOT 'V' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237 PAGES 67 THROUGH 76 INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

FEBRUARY. 2014

STANTEC CONSULTING INC.

#### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIMISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT, FOR STREET AND PUBLIC UTILITY PURPOSES, LOT "A" (HEARTLAND PARKWAY SOUTH), LOT 'B' (VICTORIA PLACE), LOT 'C' (GOLDEN GATE WAY), LOT 'D' (POWELL PLACE), LOT 'E' (VICTORIA PLACE), LOT 'F' (CONCORD PLACE), AND LOT 'G' (CLEVELAND PLACE).

WE HEREBY RETAIN LOTS 58 AND 59 INCLUSIVE, FOR COMMON OPEN SPACE AND LANDSCAPE MAINTENANCE, AS SHOWN MEREON, TO OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT.

LV HEARTLAND LLC,

A DELAWARE LIMITED LIABILITY COMPANY

Jonas Stiklonu Authorized Signatory

### TRUSTEE'S STATEMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY, AS TRUSTEE UNDER DEED OF TRUST RECORDED JULY 31, 2006 AS INSTRUMENT NO. 2006-557501, OF OFFICIAL RECORDS, AN INSTRUMENT ENTITLED "SECOND AMENDED AND RESTATED CONSTRUCTION DEED OF TRUST AND FIXTURE FILING" RECORDED OCTOBER 04, 2007 AS INSTRUMENT NO. 2007-0619882, OF OFFICIAL RECORDS.

SENIOR VICE PRESIDEN

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$\_\_\_\_\_\_, HAS BEEN EXECUTED AND FILED WITH BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL \_\_\_\_\_, HAS BEEN EXECUTED AND FILED WITH THE TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAR WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED:\_\_\_\_\_\_, 20\_\_\_ CASH OR SURETY TAX BOND DON KENT

COUNTY TAX COLLECTOR

DEPUTY

### SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

1. SOUTHERN PACIFIC PIPELINES, A CORPORATION, HOLDER OF: AN EASEMENT FOR PIPELINES AS RECORDED JUNE 16. 1955 AS INSTRUMENT NO. 39399 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

### GEOTECHNICAL REPORT NOTE:

PRELIMINARY GEOTECHNICAL INVESTIGATION REPORT FOR TENTATIVE TRACT MAP NO. 27971 DATED OCTOBER 6. 2006 AS PROJECT NO. 700136 WAS PREPARED BY PACIFIC SOILS ENGINEERING, INC. AS REQUIRED BY SECTIONS 17853 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND IS REQUIRED BY SECTION 66434.5 OF THE CALIFORNIA GOVERNMENT CODE. A COPY OF SAID REPORT IS ON FILE FOR PUBLIC INSPECTION IN THE CITY ENGINEERS OFFICE.

# NOTARY ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK

ON SAME 14. 2004 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED

Jones Stiklonus

PERSONALLY KNOWN TO ME (OR 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(JES), AND THAT BY HIS/HER/TWEIR SIGNATURE(P) ON THE INSTRUMENT THE PERSON(P), OR THE ENTITY(JPS) UPON BEHALF OF WHICH THE PERSON(3) ACTED, EXECUTED THE INSTRUMENT.

NOTARY PUBLIC PEANNA EMILIO

- 1880 - MILITER

NOTARY ACKNOWLEDGMENT

STATE OF Calif. COUNTY OF OFFICE )

ON Aug H JOIY BEFORE ME Dene Marie Lavel, Notany Public PERSONALLY APPEARED \_\_ Art Che yar WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(8) WHOSE NAME(8) IS/ME SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(LES), 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

I CERTIFY UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING PARAGRAPH IS THE TRUE AND CORRECT.

SIGNATURE

Dena Marie Level

(PRINT NAME)

MY COMMISSION EXPIRES Aug. 34, 2015

MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_\_ COUNTY.

RECORDER'S STATEMENT

FILED THIS 22 ADDAY OF PECEMBER 20 H, AT 11: SO AM. IN BOOK 443 OF MAPS, AT PAGES 100 - 104 AT THE REQUEST OF THE CITY CLERK OF THE CITY OF BEAUMONT.

NO. 2014 -0487581 FEE \$ 18.00

LARRY W. WARD ASSESSOR - COUNTY CLERK - RECORDER

BY: Men Henry & abou DEPUTY SUBDIVISION GUARANTEE: FIDELITY NATIONAL TITLE COMPANY

# TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED NOW A LIEN BUT NOT YET PAYABLE. WHICH ARE ESTIMATED TO BE \$\_\_\_\_\_\_.

DATED: DOTOBER 21, 2014

DON KENT, COUNTY TAX COLLECTOR

BY: Yally I hay, DEPUTY

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LV HEARTLAND, LLC ON FEBRUARY, 2014. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: JUNE 12, 2019

NO. 7185

# CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED TENTATIVE MAP OF TRACT NO. 27971, BY THE BEAUMONT CITY COUNCIL ON AUGUST 2, 2005, AND ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPILED WITH; THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT; THAT THE PLANS FOR THE DRAINS, DRAINAGE WORKS, AND SEWERS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN APPROVED; THAT A COMPLETE SET OF PLANS FOR THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS HAS BEEN FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT AND THAT THE SAME HAVE BEEN CHECKED AND APPROVED; AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS OR THAT THE SUBDIVIDER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEAUMONT COVERING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING THE SAME AS MAY BE REQUIRED BY CONDITIONS OF APPROVAL DATED AUGUST 2. 2005.

FOR: DEEPAK MOORJANI, R.C.E. 51047, CITY ENGINEER, CITY OF BEAUMONT

DATED: 20 CTOBER 2014 BY: Um

DENNIS W. JANDA, P.L.S. 6359 EXPIRES 12/31/2014

# BEAUMONT CITY COUNCIL CERTIFICATE

FURTHER ACTION BY THE SUBDIVIDER, RESCIND ITS ACTION AND ACCEPT THE FOLLOWING DEDICATION(S) AND IMPROVEMENTS FOR PUBLIC USE, WHICH ACCEPTANCE SHALL BE RECORDED IN THE RIVERSIDE COUNTY

FOR STREET AND PUBLIC UTILITY PURPOSES LOT 'A' (HEARTLAND PARKWAY SOUTH), LOT 'B' (VICTORIA PLACE). LOT 'C' (GOLDEN GATE WAY), LOT 'D' (POWELL PLACE), LOT 'E' (VICTORIA PLACE), LOT 'F' (CONCORD PLACE), AND LOT 'G' (CLEVELAND PLACE).

DATED: 12-18 , 2014

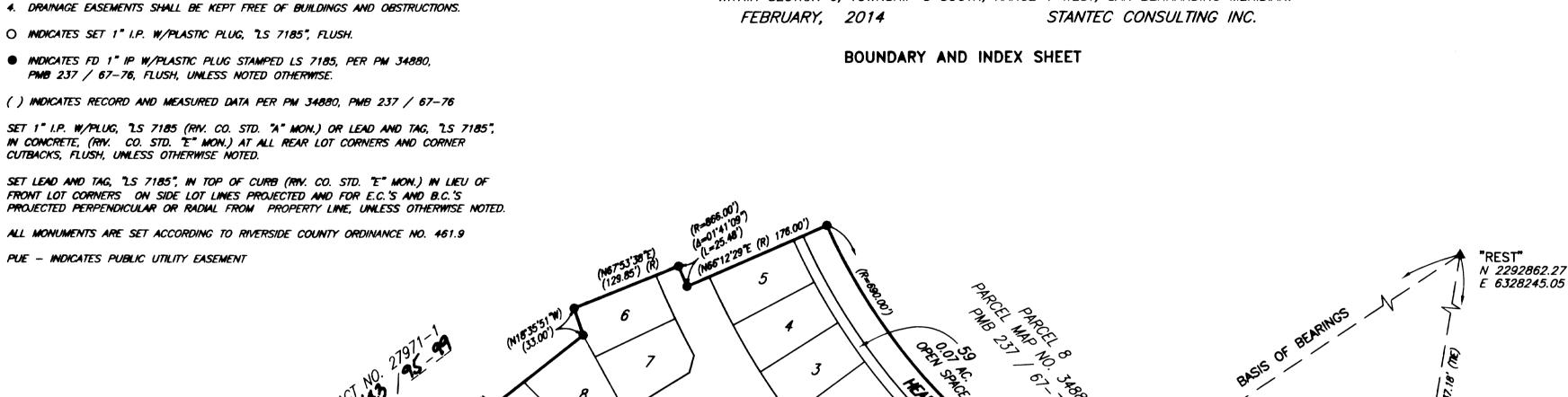
\_\_\_\_\_

SHEET 2 OF 5 SHEETS

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

# TRACT NO. 27971-2

BEING A SUBDIVISION OF PARCEL 2 AND LOT 'V' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237, PAGES 67
THROUGH 76, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA,
WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

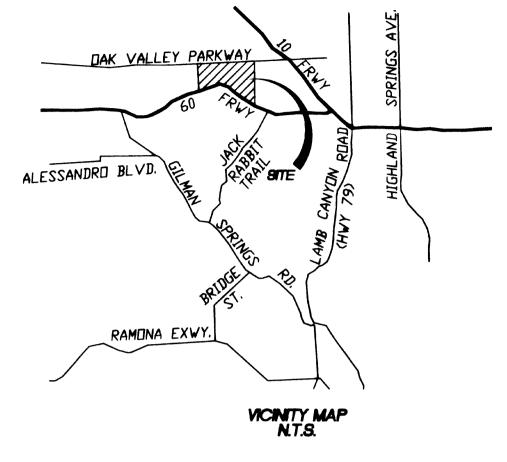


SURVEYOR'S NOTES

1. TRACT NO. 27971-2 CONTAINS 14.27 ACRES, GROSS.

2. TRACT NO. 27971-2 CONTAINS 59 NUMBERED LOTS AND LETTERED LOTS "A" THROUGH

3. BUILDING SETBACKS SHALL CONFORM TO EXISTING ZONING REGULATIONS.



### EASEMENT NOTE

THE EXACT LOCATIONS OF FOLLOWING EASEMENTS ARE NOT DISCLOSED FROM RECORDS:

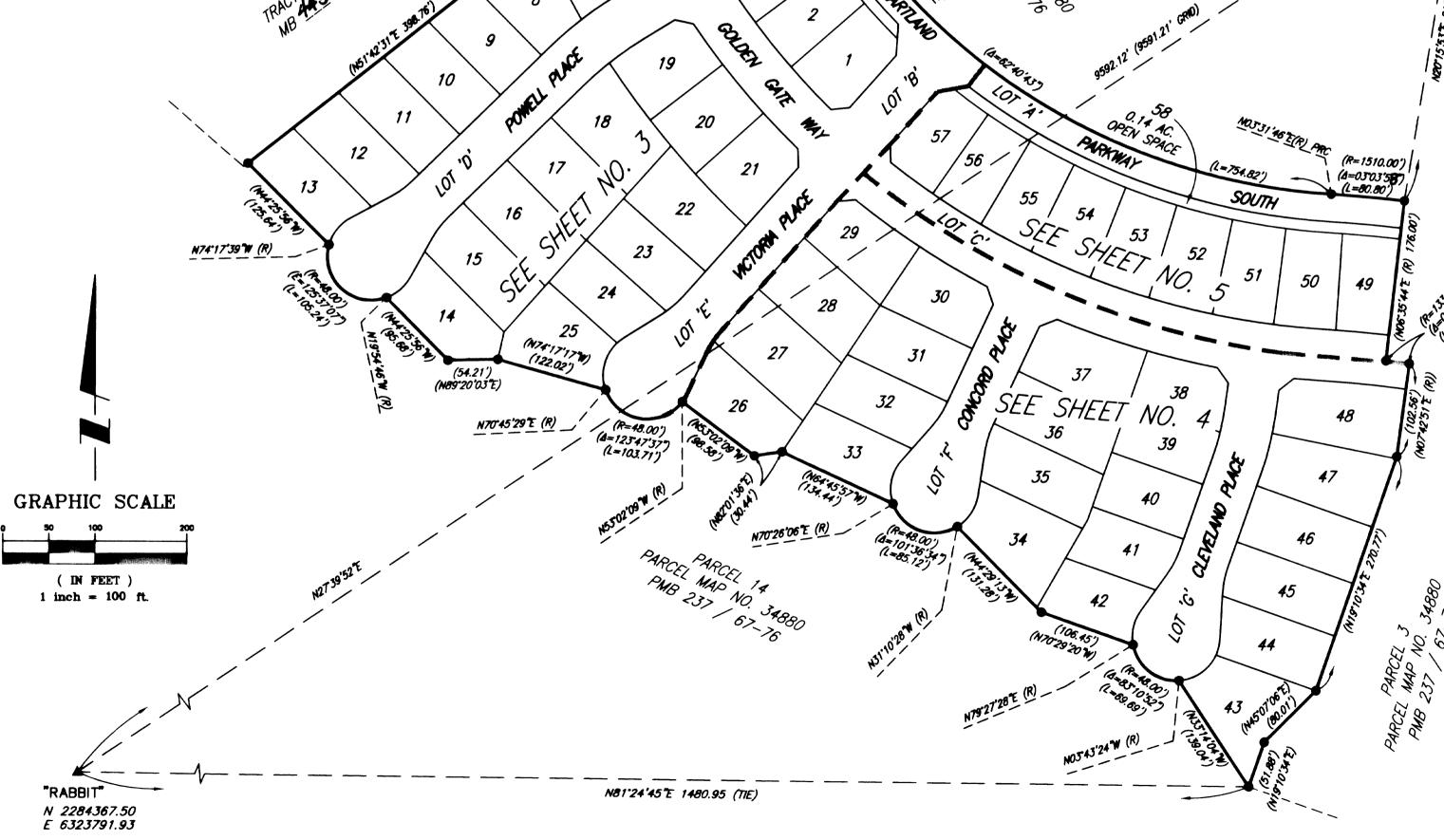
AN EASEMENT IN FAVOR OF SOUTHERN PACIFIC PIPELINES FOR PIPELINES AS RECORDED JUNE 16, 1955 AS INSTRUMENT NO. 39399 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

# BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCSB3, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "RABBIT" AND "REST", NAD 83(2002) AS SHOWN HEREON, HAVING A GRID BEARING OF N 27:39"52" E. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999904925. CALCULATIONS ARE MADE AT STATION RABBIT WITH COORDINATES N 2284367.50 E 6323791.93, USING AN ELEVATION OF 2366.92 FEET.

### 1) CONTROL STATION "RABBIT"

# 2) CONTROL STATION "REST"



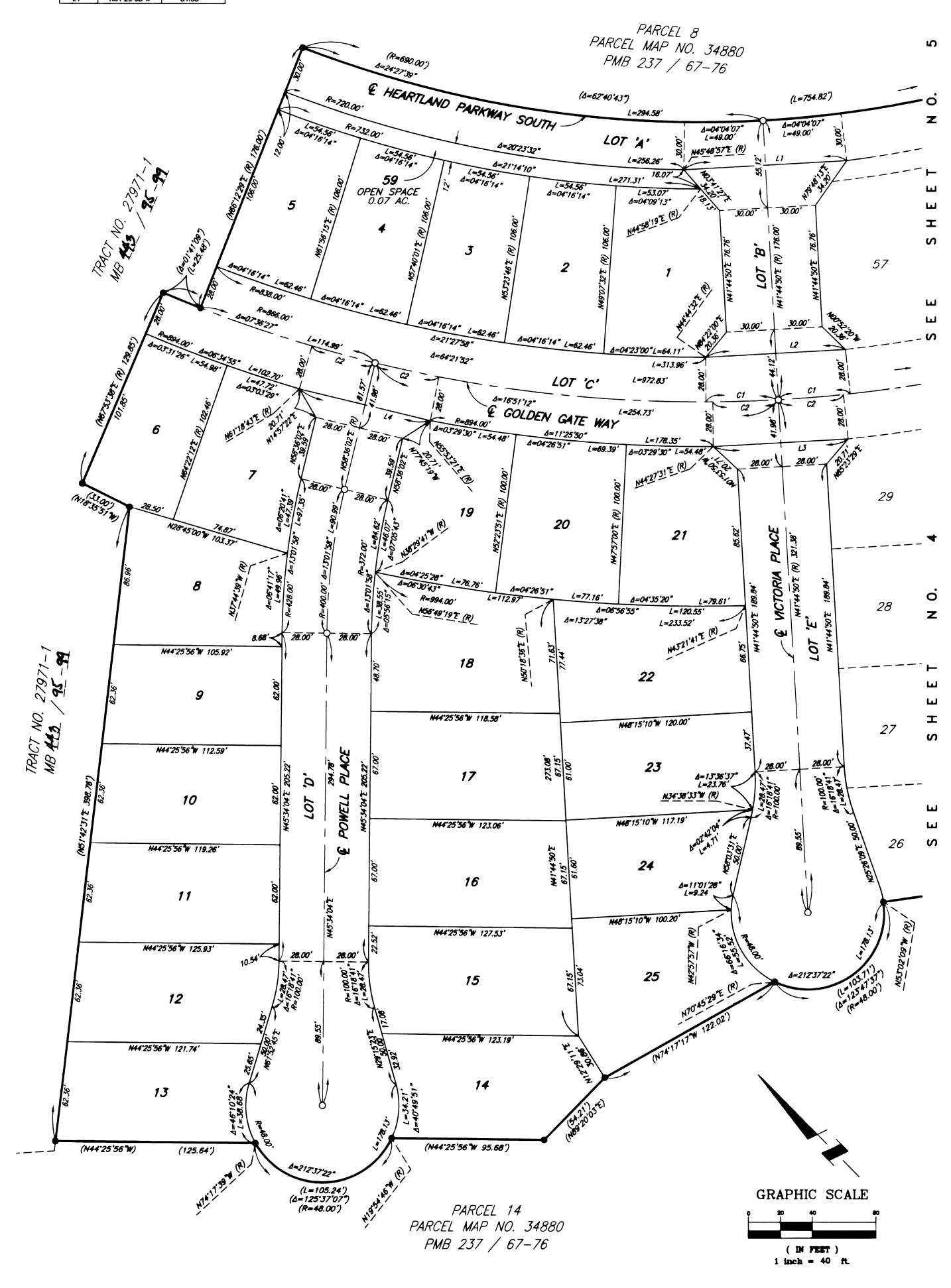
# TRACT NO. 27971-2

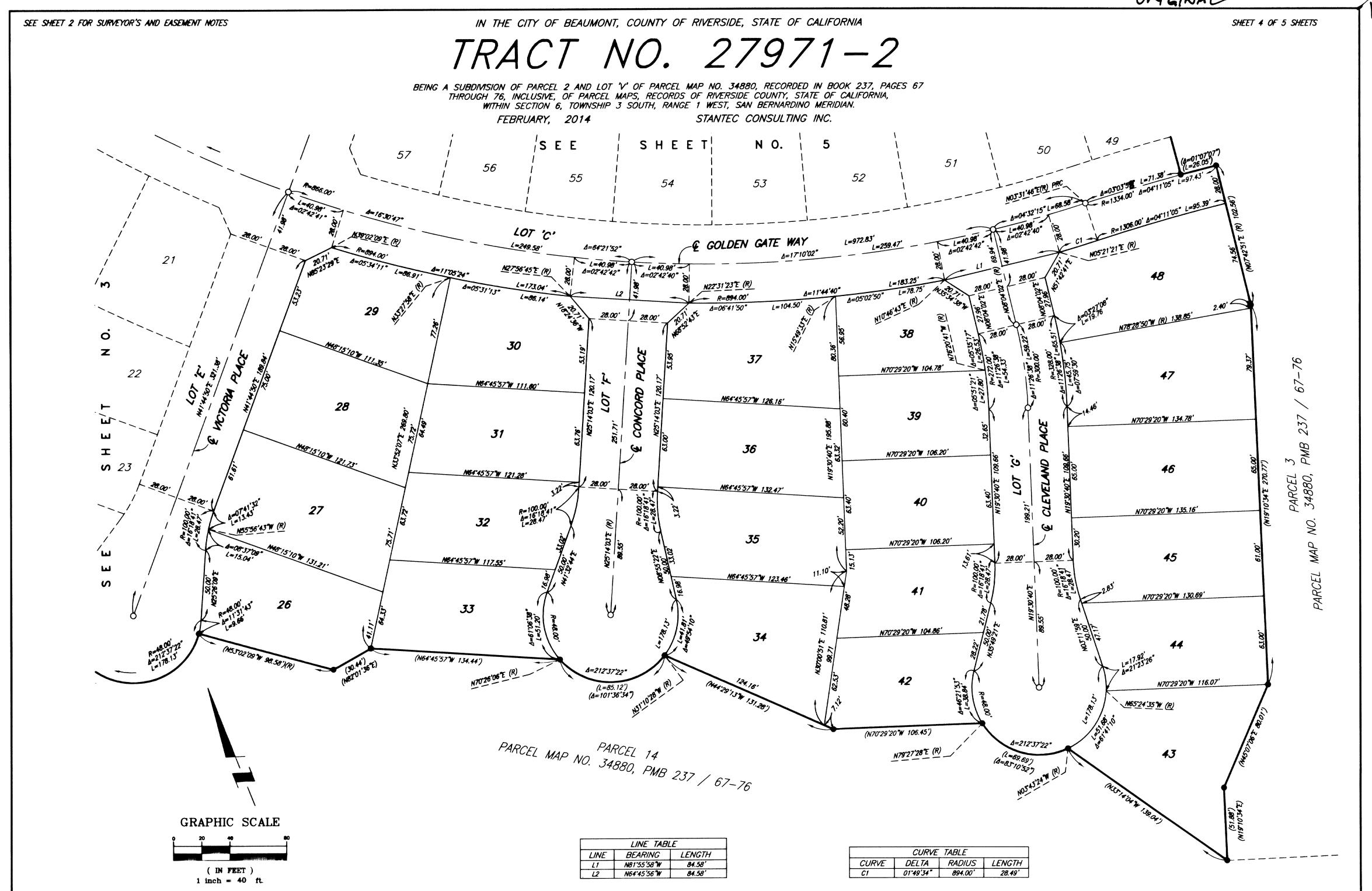
BEING A SUBDIVISION OF PARCEL 2 AND LOT 'V' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237, PAGES 67
THROUGH 76, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA,
WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

FEBRUARY, 2014 STANTEC CONSULTING INC.

	LINE TABL	E
LINE	BEARING	LENGTH
L1	N48'15'10"W	102.17'
<i>L2</i>	N48'15'10"W	87.57'
<i>L3</i>	N48*15'10"W	84.58'
14	N31'23'58'W	84.58'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	02'59'42"	<b>8</b> 66.00'	45.27'
C2	02'42'41"	866.00°	40.98





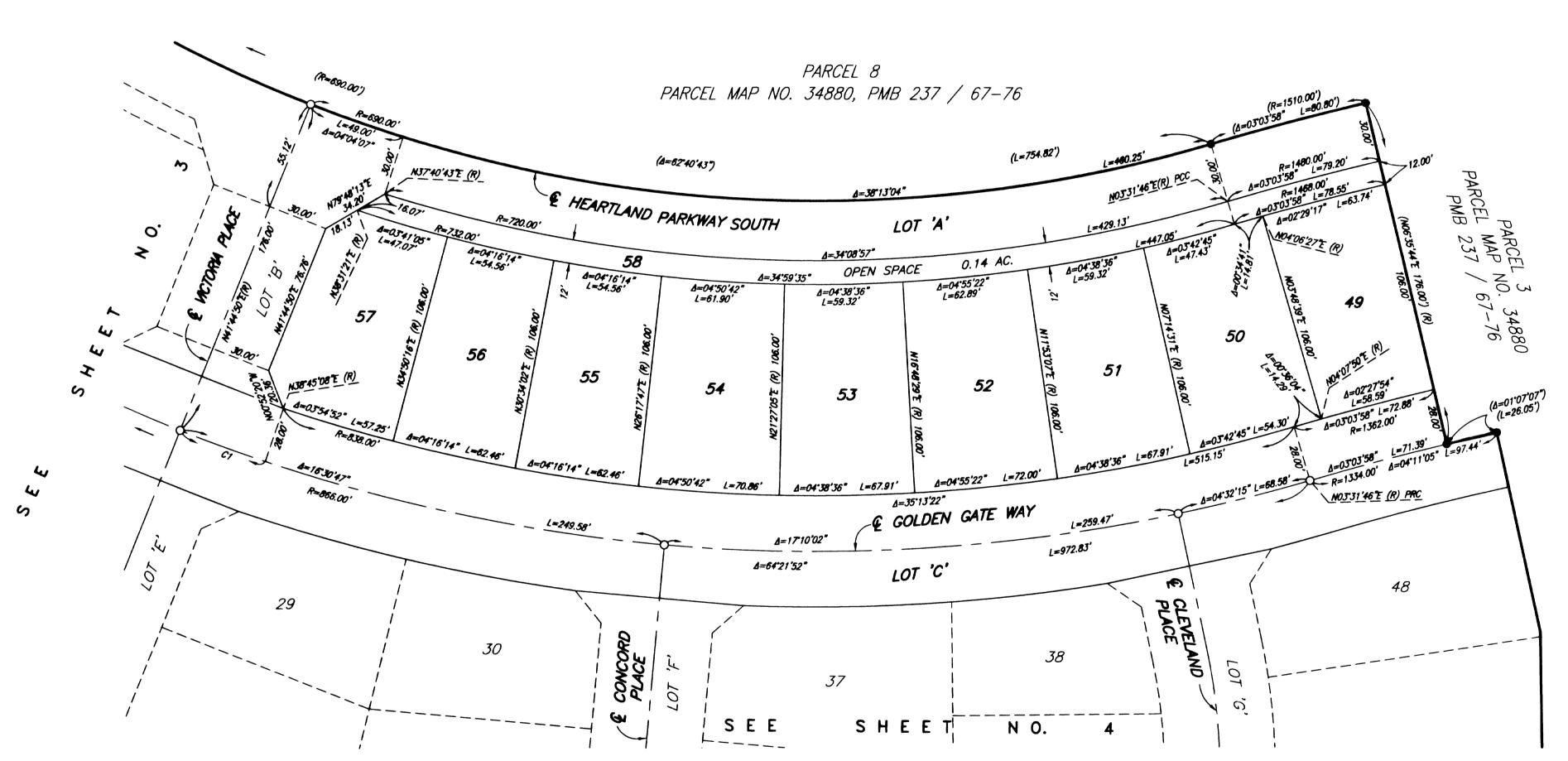
SHEET 5 OF 5 SHEETS

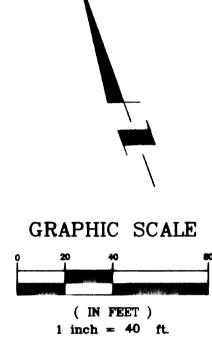
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SEE SHEET 2 FOR SURVEYOR'S AND EASEMENT NOTES

# TRACT NO. 27971-2

BEING A SUBDIVISION OF PARCEL 2 AND LOT 'V' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237, PAGES 67 THROUGH 76, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN. STANTEC CONSULTING INC. FEBRUARY, 2014





CURVE TABLE 
 CURVE
 DELTA
 RADIUS
 LENGTH

 C1
 02'59'42"
 866.00'
 45.27'
 Recording Requested by and When Recorded Mail to:

City of Beaumont 550 East 6th Street Beaumont, CA 92223 Attn: Carolina Fernandez 2018-0021734

01/18/2018 03:59 PM Fee: \$ 92.00

Page 1 of 2

Recorded in Official Records County of Riverside Peter Aldana



110

#### **CERTIFICATE OF CORRECTION**

I, Ray E. Mansur, certify; that I am a Licensed Land Surveyor of the State of California; that a survey was prepared under my supervision and direction as Tract No. 27971-2; that said Tract Map was filed on December 22, 2014 in Book 443 of Maps, at Pages 100 through 104, inclusive, in the office of the Recorder of Riverside County, California.

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

- the street name shown as "Heartland Parkway South";
- the street name shown as "Golden Gate Way";
- 3 the street name shown as "Powell Place";
- 4 the street name shown as "Victoria Place";
- 5 the street name shown as "Concord Place";
- 6 the street name shown as "Cleveland Place".

And is corrected as follows:

- 1 "Heartland Parkway South" will be changed to "Olivewood Way";
- 2 "Golden Gate Way" will be changed to "Sevilla Way";
- 3 "Powell Place" will be changed to "Enzo Court";
- 4 "Victoria Place" will be changed to "Montemerano Court";
- 5 "Concord Place" will be changed to "Sonoma Court";
- 6 "Cleveland Place" will be changed to "Amedeo Place".

The present Fee Title owner/Ownership of the property is not affected by the corrections.

Date: December 1, 2017

Ray E. Mansur, PLS 7185

NO. 7185

The present Fee Title owner/Ownership of the property is RSI Communities-California LLC, a Delaware limited liability company.

## CITY SURVEYOR'S CERTIFICATE

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

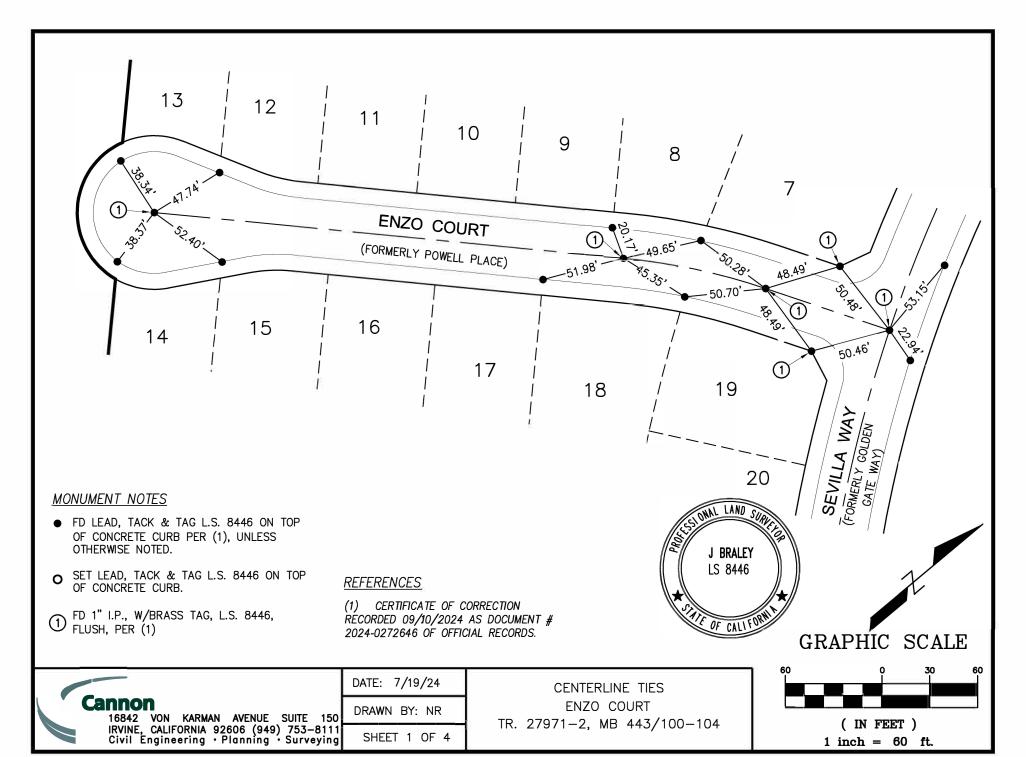
No. LS.8207

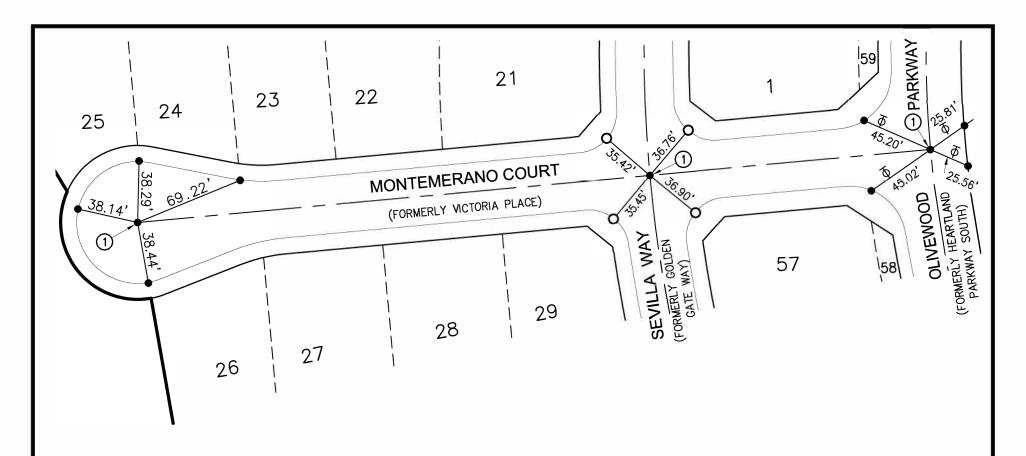
Date:

, 2017

Jay S. Fahrion, L.S. 8207

City Surveyor, City of Beaumont



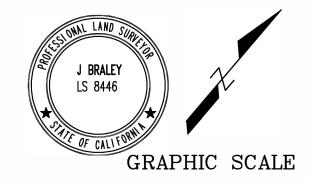


#### MONUMENT NOTES

- FD LEAD, TACK & TAG L.S. 8446 ON TOP OF CONCRETE CURB PER (1), UNLESS OTHERWISE NOTED.
- SET LEAD, TACK & TAG L.S. 8446 ON TOP OF CONCRETE CURB.
- FD 1" I.P., W/BRASS TAG, L.S. 8446, 1 FLUSH, PER (1)

#### REFERENCES.

(1) CERTIFICATE OF CORRECTION RECORDED 09/10/2024 AS DOCUMENT # 2024-0272646 OF OFFICIAL RECORDS.

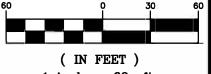


16842 VON KARMAN AVENUE SUITE 150 IRVINE, CALIFORNIA 92606 (949) 753-8111 Civil Engineering • Planning • Surveying DATE: 7/19/24

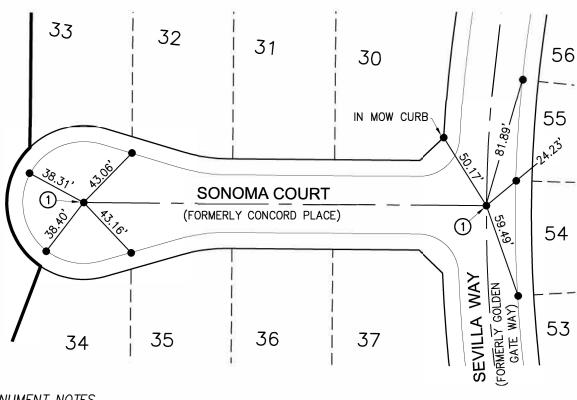
DRAWN BY: NR

SHEET 2 OF 4

CENTERLINE TIES MONTEMERANO COURT TR. 27971-2, MB 443/100-104



1 inch = 60 ft.



#### MONUMENT NOTES

- FD LEAD, TACK & TAG L.S. 8446 ON TOP OF CONCRETE CURB PER (1), UNLESS OTHERWISE NOTED.
- SET LEAD, TACK & TAG L.S. 8446 ON TOP OF CONCRETE CURB.
- FD 1" I.P., W/BRASS TAG, L.S. 8446, 1 FLUSH, PER (1)

#### **REFERENCES**

(1) CERTIFICATE OF CORRECTION RECORDED 09/10/2024 AS DOCUMENT # 2024-0272646 OF OFFICIAL RECORDS.



GRAPHIC SCALE

#### Cannon

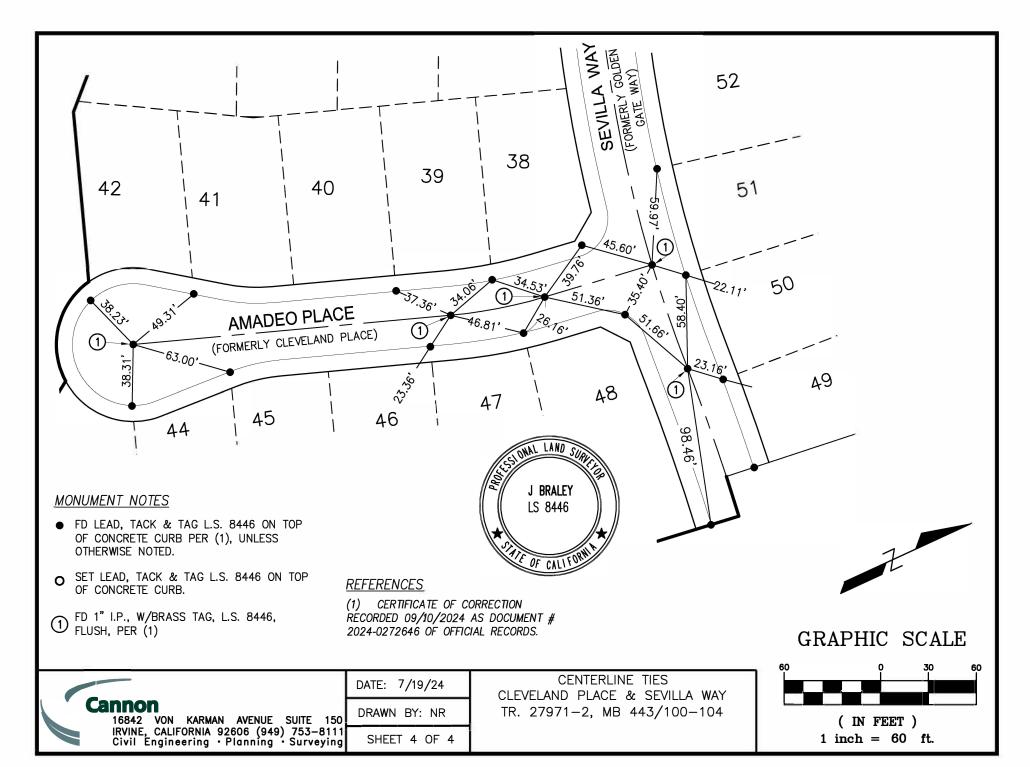
16842 VON KARMAN AVENUE SUITE 150 IRVINE, CALIFORNIA 92606 (949) 753-8111 Civil Engineering · Planning · Surveying DATE: 7/19/24

DRAWN BY: NR

SHEET 3 OF 4

CENTERLINE TIES SONOMA COURT TR. 27971-2, MB 443/100-104

( IN FEET ) 1 inch = 60 ft.





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

In accordance with Section 66497 of the Subdivision Map Act of the State of California I hereby give notice that the final monuments for Tract Map No. 27971-2 and its corresponding tie sheets have been set and are available for inspection.

I also certify that I have been paid for my work. The deposit to guarantee the placement of all survey monuments can be released to the depositor.

Sincerely,

J Braley

L.S. 8446