



City of Beaumont

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

Case No. <u>PW2024-0013</u>
Receipt No. <u>R01562195</u>
Fee \$ <u>3,915.00</u>
Date Paid <u>4/23/2024</u>

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

1. Contact's Name Chris Carlaccini Phone 657-292-5781

2. Contact's Address 6440 Oak Canyon Suite 200 Irvine CA 92618
City/State/Zip


5. Contact's E-mail ccarlaccini@taylormorrison.com

3. Developer Name Taylor Morrison Phone _____
(If corporation or partnership application must include names of principal officers or partners)


4. Developer Address 6440 Oak Canyon Suite 200 Irvine CA 92618
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
TR 27971-3 Final Monument. Release of Maint. Bond 1155910

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Chris Carlaccini  2/21/2024
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.

Chris Carlaccini  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 Carlacini



2/21/2024

Print Name and Sign – Contact/Applicant

Date

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 27971-3)**

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 # 27971-3, (“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. Provision of Improvements. 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. Inspection by the CITY. 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. Compliance with Plans and Specifications. 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. Such 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. Indemnification. 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. Procedure for Release of Performance Bond Security. 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. Security for One-Year Warranty Period. 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. Binding Effect. 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. Authority to Execute. 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. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. 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. Execution in Counterparts. 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

Date

DEVELOPER

By RSI Communities-California LLC

10/28/18
Date



Title: Vice President Forward Planning

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Riverside }

On 11/08/18

Date

before me, Jessica R. Falsetta - Notary Public

Here Insert Name and Title of the Officer

personally appeared James Holas

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Jessica R. Falsetta

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PA 3 Improvement Bond Monument

Document Date: 10/16/18

Number of Pages: _____

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

Bond #1155910
Premium: \$477.00/2 yrs.

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities - California LLC, a Delaware limited liability company** (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map, #27971-3 dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No. 27971-3, which is hereby incorporated herein and made a part hereof; and **Final Monumentation**.

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and **Lexon Insurance Company**, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of **Thirty-Three Thousand One Hundred Twenty & No/100ths (\$33,120.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 1st, 2018.

PRINCIPAL:

SURETY:

RSI Communities - California LLC,
a Delaware limited liability company

Lexon Insurance Company

By 

By 

Title Darius Fatakia
Vice President Land Development

Title Beata A. Sensi, 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 March 1, 2018 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

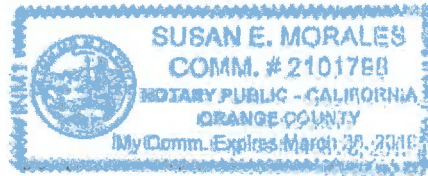
personally appeared Beata A. Sensi,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by
~~his/her/their~~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

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

WITNESS my hand and official seal.

Susan E Morales
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

EXHIBIT "B"

Bond #1155910
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 #27971-3, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No. 27971-3, 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 **Thirty-Three Thousand One Hundred Twenty & No/100ths (\$33,120.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

Title Darius Fatakia
Vice President Land Development

SURETY:

American Contractors Indemnity Company

By 

Title Beata A. Sensi, 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 March 1, 2018 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

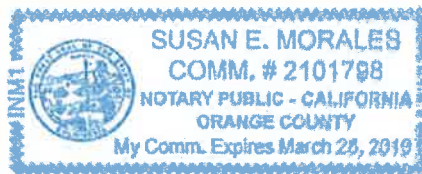
personally appeared Beata A. Sensi,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

LX- 314376

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, 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 1st 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



BY [Signature] 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 My Commission Expires 07-08-19

BY [Signature] Amy Taylor 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



BY [Signature] 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."

Bond #1155910
Premium: \$477.00/2 yrs.

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities - California LLC, a Delaware limited liability company** (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map, #27971-3 dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No.27971-3, which is hereby incorporated herein and made a part hereof; and **Final Monumentation**.

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and **Lexon Insurance Company**, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of **Thirty-Three Thousand One Hundred Twenty & NO/100ths (\$33,120.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 1st, 2018.

PRINCIPAL:

SURETY:

RSI Communities - California LLC,
a Delaware limited liability company

Lexon Insurance Company

By 

By 

Title **Darius Fatakia**
Vice President Land Development

Title **Beata A. Sensi, 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 March 1, 2018 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

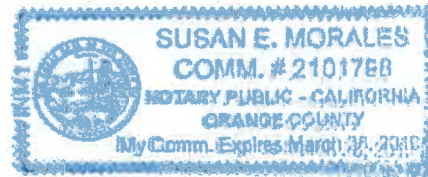
personally appeared Beata A. Sensi,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~,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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

EXHIBIT "B"

Bond #1155910
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 #27971-3, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No. 27971-3, 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 **Thirty-Three Thousand One Hundred Twenty & No/100ths (\$33,120.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under 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, 2018.

PRINCIPAL:

RSI Communities - California LLC,
a Delaware limited liability company

By 

Title Darius Fatakia
Vice President Land Development

SURETY:

American Contractors Indemnity Company

By 

Title Beata A. Sensi, 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 March 1, 2018 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

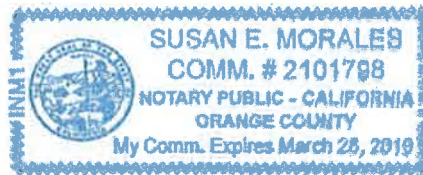
personally appeared Beata A. Sensi,
 who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose
 name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~),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

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

WITNESS my hand and official seal.

Susan E. Morales
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

LX- 314376

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office In Louisville, 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 1st 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



BY [Signature] 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 My Commission Expires 07-08-19

BY [Signature] Amy Taylor 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



BY [Signature] 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.”

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

TRACT NO. 27971-3

BEING A SUBDIVISION OF PARCEL 3 AND LOT 'O' 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.

NUMBER OF LOTS: 84
NUMBER OF LETTERED LOTS : 6
ACREAGE OF LOTS: 14.08 AC.
ACREAGE OF LETTERED LOTS: 5.38 AC.
TOTAL ACREAGE: 19.46 AC.

RECORDER'S STATEMENT

FILED THIS 22nd DAY OF DECEMBER 2014, AT 1:19 P.M., IN BOOK 444 OF MAPS, AT PAGES 1-5, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF BEAUMONT.

NO. 2014-0487836

FEE \$ 18.00

LARRY W. WARD
ASSESSOR - COUNTY CLERK - RECORDER
BY: *Debra J. DeWitt* DEPUTY
SUBDIVISION GUARANTEE: FIDELITY NATIONAL TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION 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" (CLIFTON WAY), LOT "C" (GOLDEN GATE WAY), LOT "D" (STONEWALL PLACE), LOT "E" (MADISON PLACE), LOT "F" (AUSTIN PLACE).

WE HEREBY RETAIN LOTS 83 AND 84, FOR COMMON OPEN SPACE AND LANDSCAPE MAINTENANCE, AS SHOWN HEREON, TO OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT.

LV HEARTLAND LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: *[Signature]*
Jonas Stiklorus
Authorized Signatory

TAX BOND CERTIFICATE

~~I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____, HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP 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~~

~~BY: _____, 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 Calif.)
COUNTY OF Orange)

ON Aug. 21, 2014 BEFORE ME Debra Marie Seavel, Notary Public
PERSONALLY APPEARED Art Cheyne

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

[Signature]
SIGNATURE

Debra Marie Seavel
(PRINT NAME)

MY COMMISSION EXPIRES Aug. 21, 2015
MY PRINCIPAL PLACE OF BUSINESS IS Orange COUNTY.

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.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

BY: *[Signature]*
ART CHEYNE
SENIOR VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

ON June 17, 2014 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED

Jonas Stiklorus
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(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.

MY COMMISSION EXPIRES JULY 23, 2015

[Signature]
NOTARY PUBLIC
DEANNA EMILIO

DEANNA EMILIO
Notary Public, State of New York
No. 01E96171082
Qualified in New York County
Term Expires July 28, 2015

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 AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____

DATED: October 21, 2014

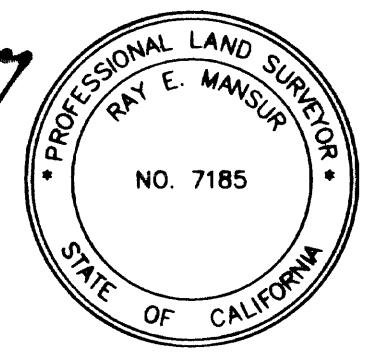
DON KENT, COUNTY TAX COLLECTOR
BY: *[Signature]* DEPUTY

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, 2014

[Signature]
RAY E. MANSUR, P.L.S. 7185



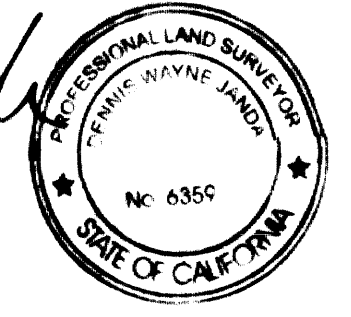
CITY ENGINEER'S STATEMENT

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: 2 OCTOBER, 2014

BY: *[Signature]*
DENNIS W. JANDA, P.L.S. 6359
EXPIRES 12/31/2014



BEAUMONT CITY COUNCIL CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON 10th DAY OF December 2014, AND THAT THE OFFER(S) OF DEDICATION(S) DEPICTED HEREON WERE NOT ACCEPTED. THE CITY COUNCIL MAY, HOWEVER, BY RESOLUTION AT ANY LATER DATE, AND WITHOUT 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 OFFICE OF THE RIVERSIDE COUNTY RECORDER.

FOR STREET AND PUBLIC UTILITY PURPOSES LOT "A" (HEARTLAND PARKWAY SOUTH), LOT "B" (CLIFTON WAY), LOT "C" (GOLDEN GATE WAY), LOT "D" (STONEWALL PLACE), LOT "E" (MADISON PLACE), AND LOT "F" (AUSTIN PLACE).

DATED: 12-17, 2014

[Signature]
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA

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

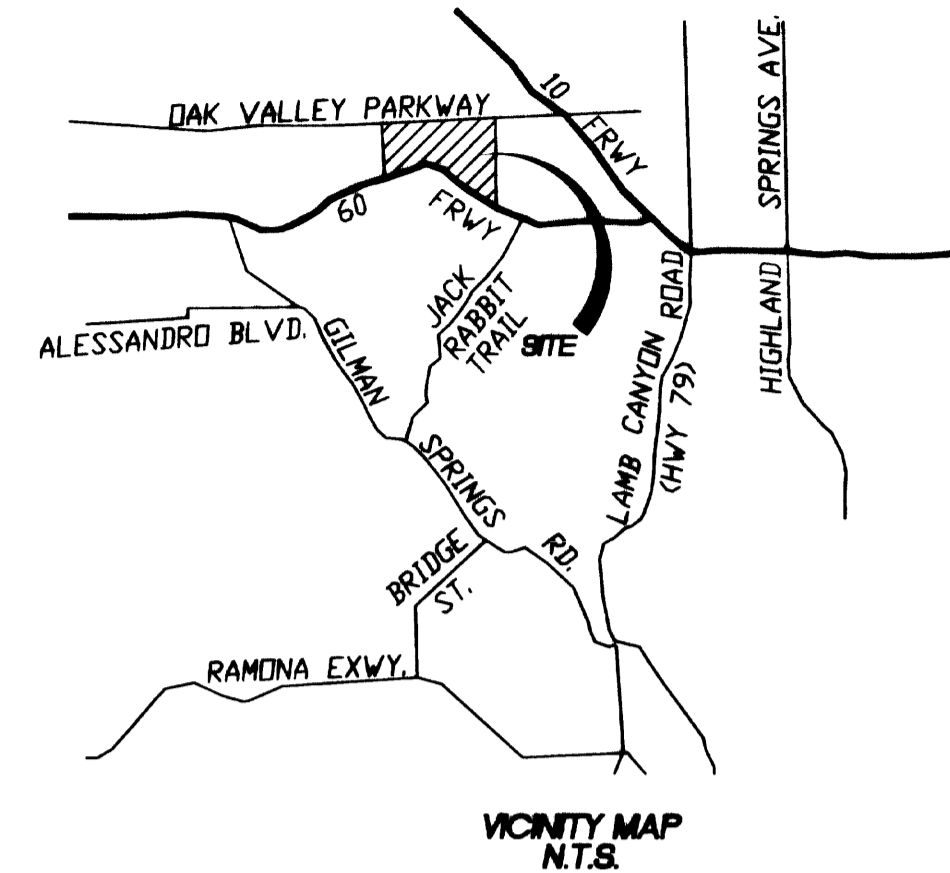
TRACT NO. 27971-3

BEING A SUBDIVISION OF PARCEL 3 AND LOT 'O' 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.

BOUNDARY AND INDEX SHEET



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. 38399 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

"REST"
N 2292862.27
E 6328245.05

"RABBIT"
N 2284367.50
E 6323791.93

BASIS OF BEARINGS

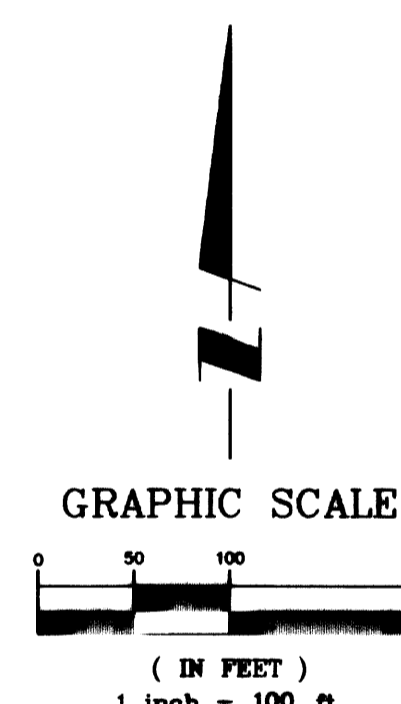
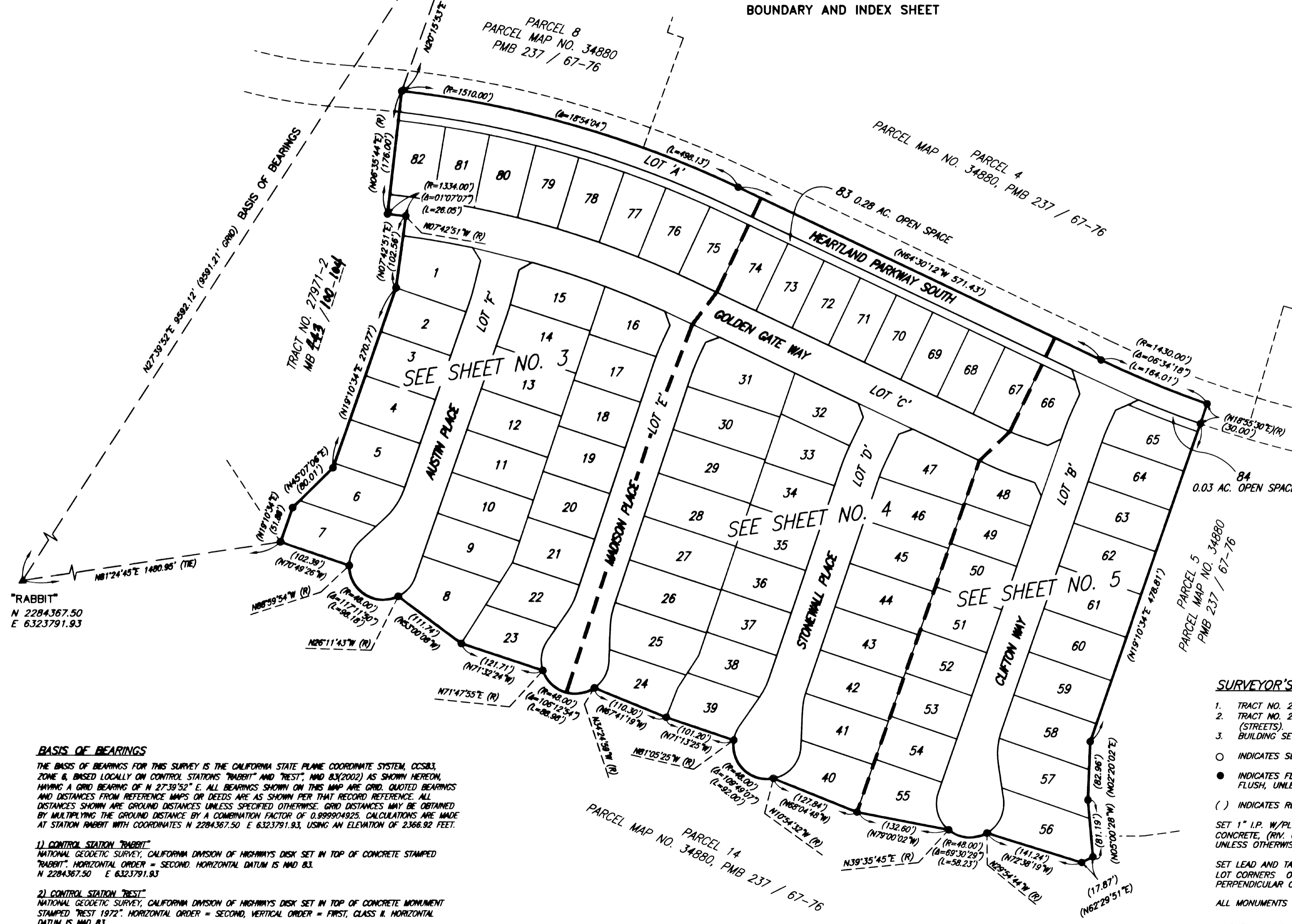
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "RABBIT" AND "REST", NAD 83(2002) AS SHOWN HEREON, HAVING A GRID BEARING OF N 27°39'52" E. ALL BEARINGS SHOWN ON THIS MAP ARE GRID, QUOTED BEARINGS AND DISTANCES FROM 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 0.9999904925. 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"

NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE STAMPED "RABBIT". HORIZONTAL ORDER = SECOND, HORIZONTAL DATUM IS NAD 83. N 2284367.50 E 6323791.93

2) CONTROL STATION "REST"

NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972". HORIZONTAL ORDER = SECOND, VERTICAL ORDER = FIRST, CLASS II. HORIZONTAL DATUM IS NAD 83. N 2292862.27 E 6328245.05



SURVEYOR'S NOTES

- TRACT NO. 27971-3 CONTAINS 19.46 ACRES, GROSS.
 - TRACT NO. 27971-3 CONTAINS 84 NUMBERED LOTS AND LETTERED LOTS "A" THROUGH "F" (STREETS).
 - BUILDING SETBACKS SHALL CONFORM TO EXISTING ZONING REGULATIONS.
- INDICATES SET 1" I.P. W/PLASTIC PLUG, "LS 7185", FLUSH.
 - INDICATES FD 1" IP W/PLASTIC PLUG STAMPED LS 7185, PER PM 34880, PMB 237 / 67-76, FLUSH, UNLESS NOTED OTHERWISE.
 - () INDICATES RECORD AND MEASURED DATA PER PM 34880, PMB 237 / 67-76.
- SET 1" I.P. W/PLUG, "LS 7185 (RIV. CO. STD. "A" MON.) OR LEAD AND TAG, "LS 7185", IN CONCRETE, (RIV. CO. STD. "E" MON.) AT ALL REAR LOT CORNERS AND CORNER CUTBACKS, FLUSH, UNLESS OTHERWISE NOTED.
- SET LEAD AND TAG, "LS 7185", IN TOP OF CURB (RIV. CO. STD. "E" MON.) IN LIEU OF FRONT LOT CORNERS. ON SIDE LOT LINES PROJECTED AND FOR E.C.'S AND B.C.'S PROJECTED PERPENDICULAR OR RADIAL FROM PROPERTY LINE, UNLESS OTHERWISE NOTED.
- ALL MONUMENTS ARE SET ACCORDING TO RIVERSIDE COUNTY ORDINANCE NO. 461.9
- L&SME - INDICATES "LANDSCAPE & SLOPE MAINTENANCE EASEMENT"

444
3
2014-0487836
ORIGINAL

TRACT NO. 27971-3

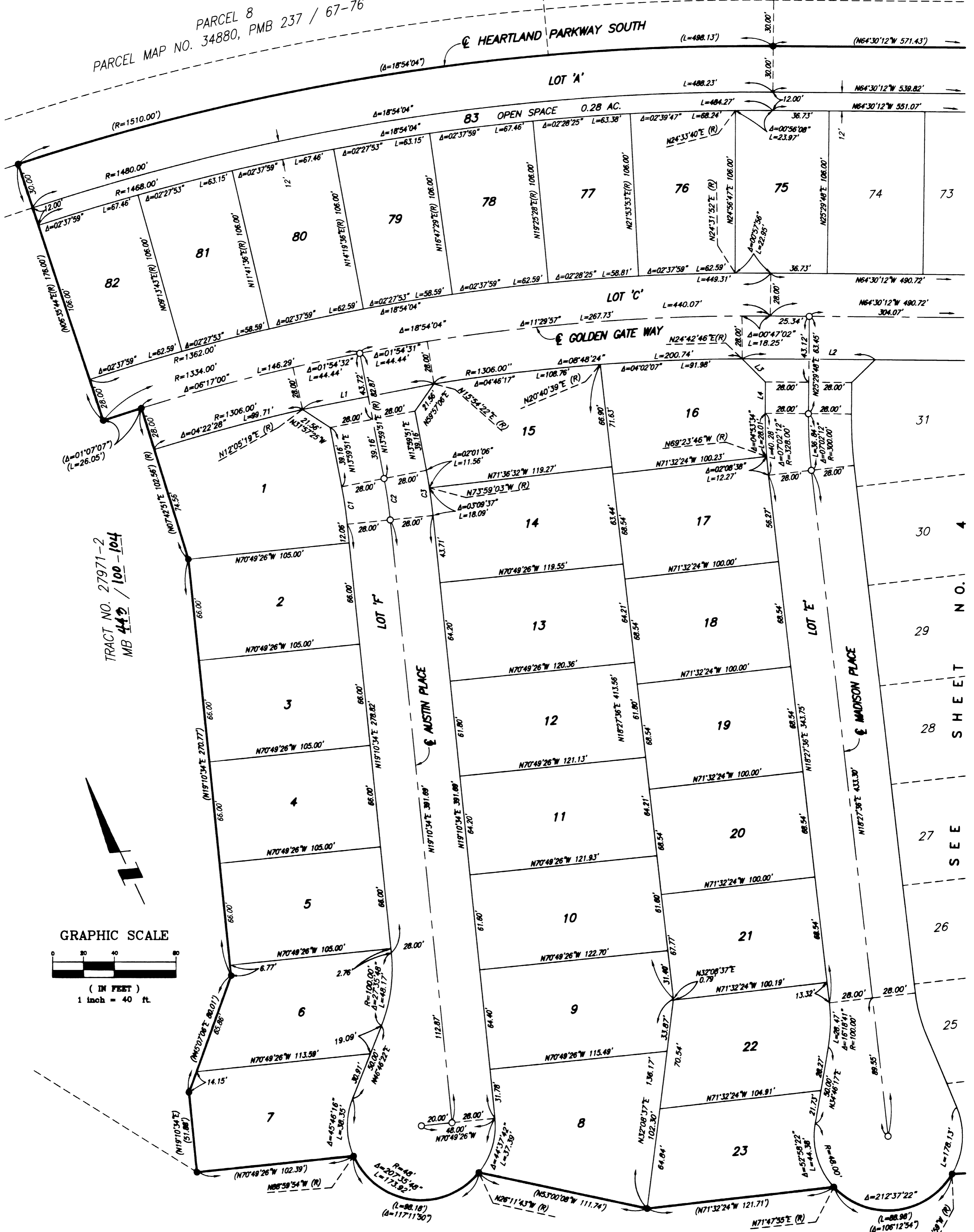
BEING A SUBDIVISION OF PARCEL 3 AND LOT 'O' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237, PAGES 67 THROUGH 76, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

FEBRUARY, 2014

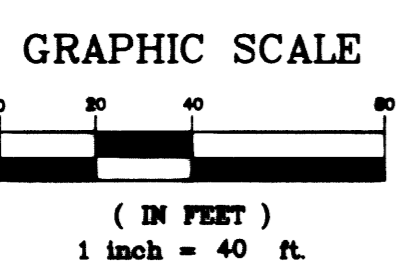
STANTEC CONSULTING INC.

PARCEL 4
PARCEL MAP NO. 34880
PMB 237 / 67-76

PARCEL 8
PARCEL MAP NO. 34880, PMB 237 / 67-76



TRACT NO. 27971-2
MB 442 / 100-104



LINE TABLE		
LINE	BEARING	LENGTH
L1	N76°00'09"W	87.00'
L2	N64°35'05"W	86.21'
L3	N19°53'43"W	21.36'
L4	N25°29'48"E	20.33'

PARCEL 14
PARCEL MAP NO. 34880, PMB 237 / 67-76

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	05°10'43"	272.00'	24.59'
C2	05°10'43"	300.00'	27.12'
C3	05°10'43"	328.00'	29.65'

SEE SHEET NO. 28

444
4
2014-0487836
ORIGINAL

TRACT NO. 27971-3

BEING A SUBDIVISION OF PARCEL 3 AND LOT 'O' 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.

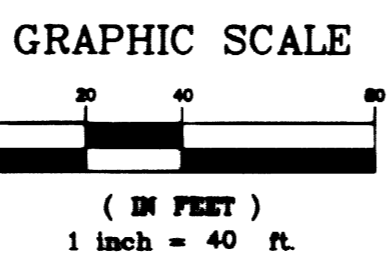
FEBRUARY, 2014

STANTEC CONSULTING INC.

PARCEL 4
PARCEL MAP NO. 34880
PMB 237 / 67-76



PARCEL 14
PARCEL MAP NO. 34880
PMB 237 / 67-76



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	06°43'13"	300.00'	35.19'
C2	06°43'13"	272.00'	31.90'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N64°30'12"W	86.00'
L2	N64°35'25"W	86.21'
L3	N70°29'48"E	21.21'

444
5
2014-0487836
ORIGINAL

TRACT NO. 27971-3

BEING A SUBDIVISION OF PARCEL 3 AND LOT 'O' 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

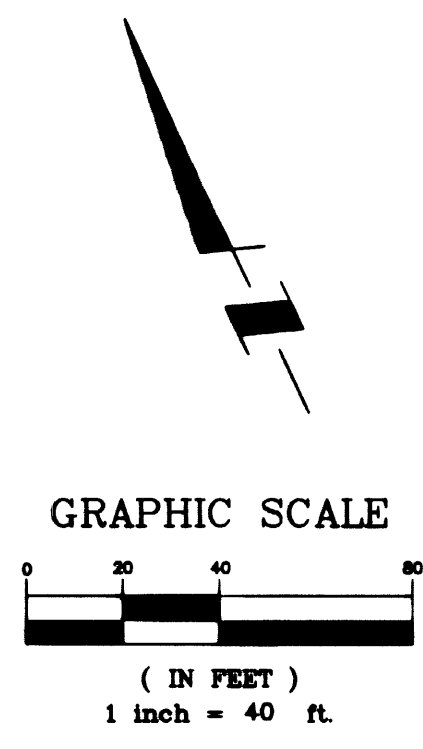
STANTEC CONSULTING INC.

PARCEL 4
PARCEL MAP NO. 34880, PMB 237 / 67-76



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	06°19'14"	272.00'	30.01'
C2	06°19'14"	300.00'	33.09'
C3	06°19'14"	328.00'	36.18'
C4	05°29'47"	300.00'	28.78'
C5	05°29'47"	328.00'	31.46'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N65°30'13"W	104.65'
L2	N19°10'34"E	86.00'
L3	N66°22'08"E	36.14'
L4	N17°40'51"W	36.54'
L5	N24°40'21"E	23.51'
L6	N24°40'21"E	23.85'
L7	N64°10'34"E	21.21'
L8	N25°49'26"W	21.21'



SEE SHEET N.O. 4

PARCEL 5
PARCEL MAP NO. 34880, PMB 237 / 67-76

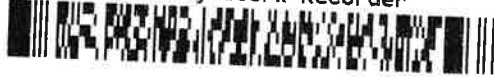
PARCEL 14
PARCEL MAP NO. 34880, PMB 237 / 67-76

2018-0021735

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

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



Recording Requested by
and
When Recorded Mail to:

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

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. 27971-3; that said Tract Map was filed on December 22, 2014 in Book 444 of Maps, at Pages 1 through 5, inclusive, in the office of the Recorder of Riverside County, California.

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

- 1 the street name shown as "Heartland Parkway South";
- 2 the street name shown as "Golden Gate Way";
- 3 the street name shown as "Austin Place";
- 4 the street name shown as "Madison Place";
- 5 the street name shown as "Stonewall Place";
- 6 the street name shown as "Clifton Way".

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 "Austin Place" will be changed to "Galega Court";
- 4 "Madison Place" will be changed to "Volterra Way";
- 5 "Stonewall Place" will be changed to "Bonavento Lane";
- 6 "Clifton Way" will be changed to "Tuscany 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



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.

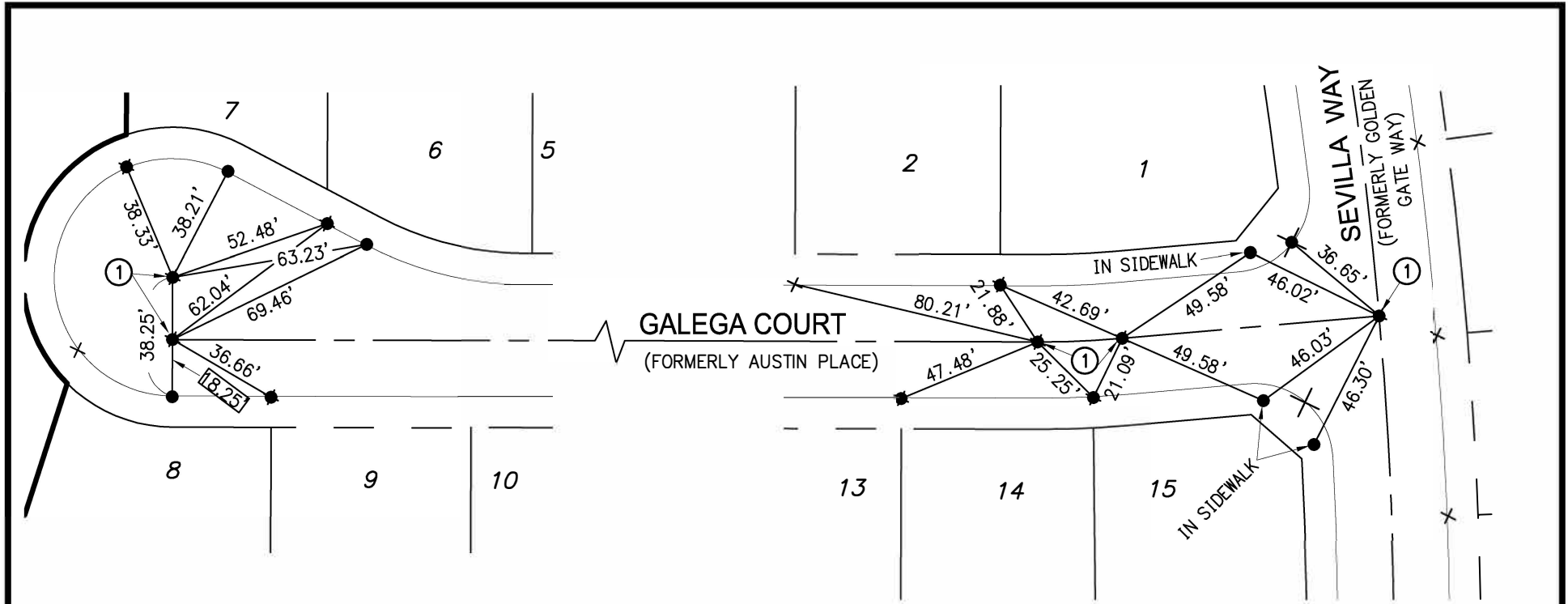
Date: 12/28, 2017

Jay S. Fahrion

Jay S. Fahrion, L.S. 8207

City Surveyor, City of Beaumont





MONUMENT NOTES

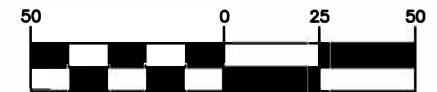
- FD LEAD, TACK & TAG L.S. 8446 ON TOP OF CONCRETE CURB PER (1), UNLESS OTHERWISE NOTED.
- SET LEAD, TACK & TAG L.S. 8446 ON TOP OF CONCRETE CURB.
- ① FD 1" I.P., W/BRASS TAG, L.S. 8446, FLUSH, PER (1)

REFERENCES

(1) CERTIFICATE OF CORRECTION
RECORDED 09/10/2024 AS DOCUMENT #
2024-0272647 OF OFFICIAL RECORDS.



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

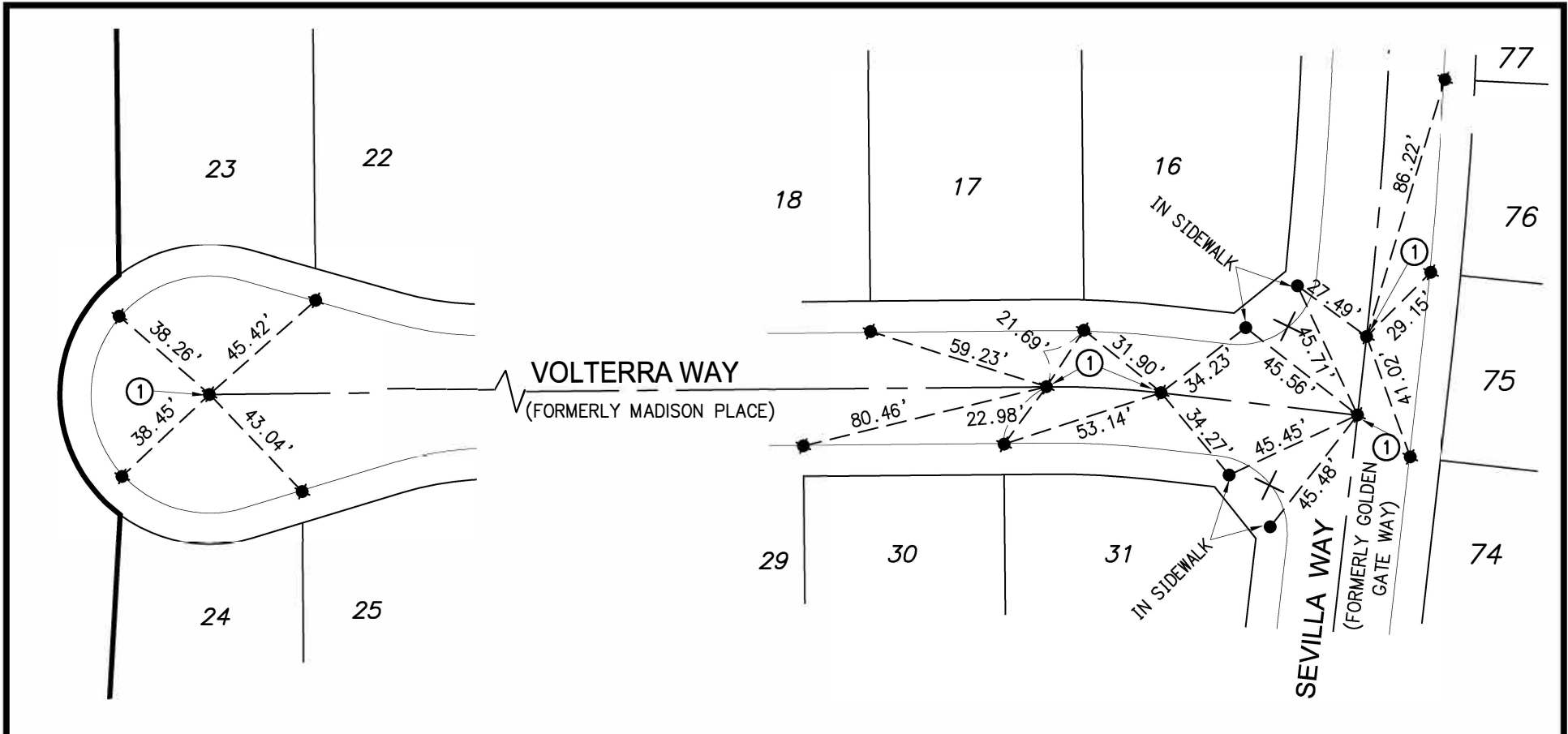
Cannon
16842 VON KARMAN AVENUE SUITE 150
IRVINE, CALIFORNIA 92606 (949) 753-8111
Civil Engineering • Planning • Surveying

DATE: 7/31/24

DRAWN BY: NR

SHEET 1 OF 4

CENTERLINE TIES
GALEGA COURT & SEVILLA WAY
TR.27971-3, MB 443/95

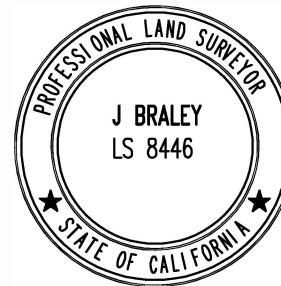


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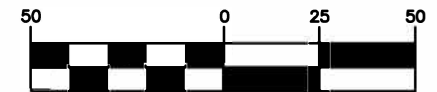
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GRAPHIC SCALE

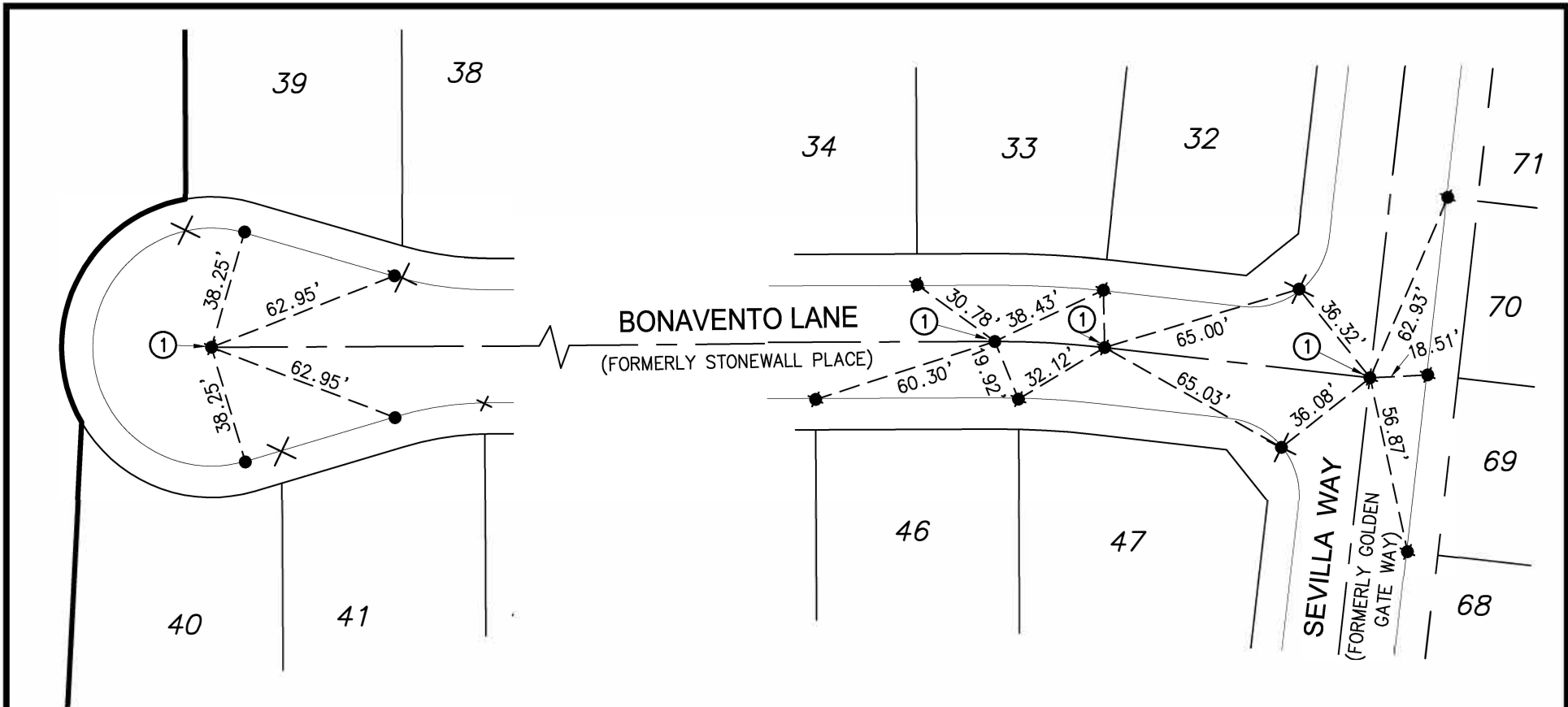


(IN FEET)
1 inch = 50 ft.

Cannon
16842 VON KARMAN AVENUE SUITE 150
IRVINE, CALIFORNIA 92606 (949) 753-8111
Civil Engineering · Planning · Surveying

DATE: 7/31/24
DRAWN BY: NR
SHEET 2 OF 4

CENTERLINE TIES
VOLTERRA WAY & SEVILLA WAY
TR.27971-3, MB 443/95



MONUMENT NOTES

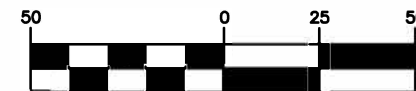
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REFERENCES

(1) CERTIFICATE OF CORRECTION
RECORDED 09/10/2024 AS DOCUMENT #
2024-0272647 OF OFFICIAL RECORDS.



GRAPHIC SCALE

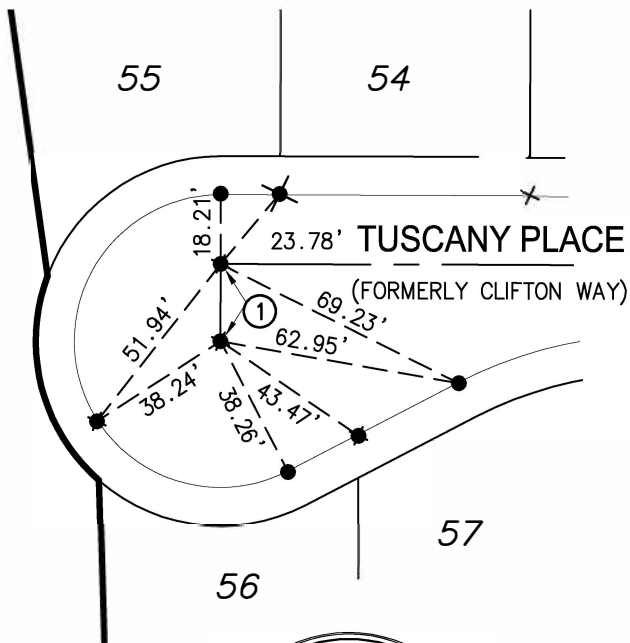


(IN FEET)
1 inch = 50 ft.

Cannon
16842 VON KARMAN AVENUE SUITE 150
IRVINE, CALIFORNIA 92606 (949) 753-8111
Civil Engineering · Planning · Surveying

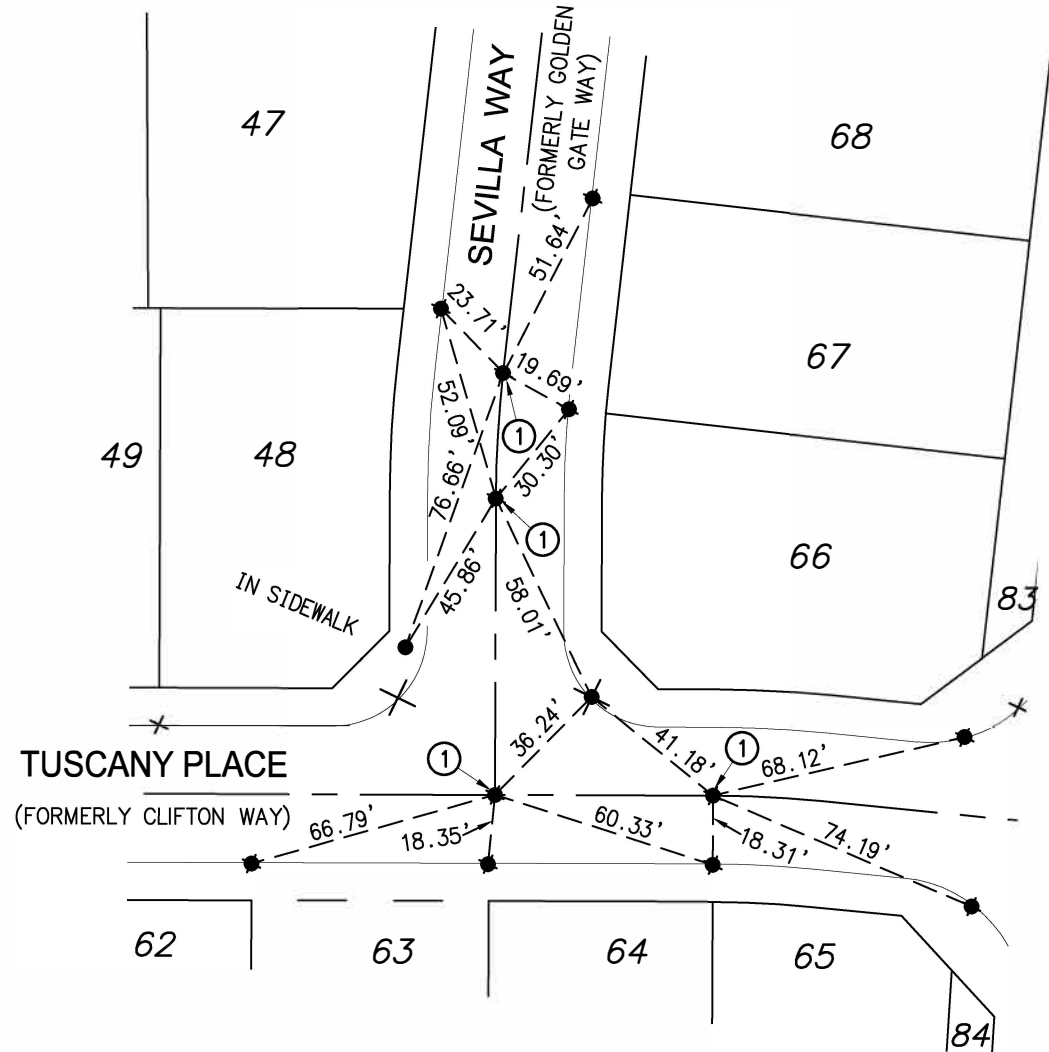
DATE: 7/31/24
DRAWN BY: NR
SHEET 3 OF 4

CENTERLINE TIES
BONAVENTO LANE & SEVILLA WAY
TR.27971-3, MB 443/95



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.
- ① FD 1" I.P., W/BRASS TAG, L.S. 8446, FLUSH, PER (1)

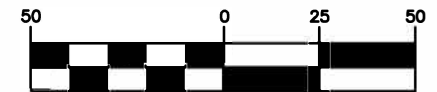


REFERENCES

(1) CERTIFICATE OF CORRECTION
RECORDED 09/10/2024 AS DOCUMENT #
2024-0272647 OF OFFICIAL RECORDS.



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

Cannon
16842 VON KARMAN AVENUE SUITE 150
IRVINE, CALIFORNIA 92606 (949) 753-8111
Civil Engineering · Planning · Surveying

DATE: 7/31/24
DRAWN BY: NR
SHEET 4 OF 4

CENTERLINE TIES
TUSCANY PLACE & SEVILLA WAY
TR.27971-3, MB 443/95



City of Beaumont
Public Works
550 E. 6th 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. 27971-3 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,

A handwritten signature in blue ink, appearing to read "J Braley", is written over a horizontal line.

J Braley

L.S. 8446