

# City of Beaumont



550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223  
(951) 769-8520  
www.beaumontca.gov

Case No.	PW2024-0122
Receipt No.	R01606184
Fee \$	725.00
Date Paid	10/29/24

## BOND EXONERATION APPLICATION

Bond Type:  Performance  Maintenance  Final Monument Inspection  Other: \_\_\_\_\_

1. Contact's Name Devinder Gill Phone 909-709-1129

2. Contact's Address 371 S. La Cadena Dr., Colton, CA 92324  
City/State/Zip

5. Contact's E-mail dvngill@yahoo.com

3. Developer Name BLBT Enterprises LLC (Devinder Gill - Manager) Phone 909-709-1129  
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 371 S. La Cadena Dr., Colton, CA 92324  
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):

Bond #734416S for Parcel Map 33681

Replacement Bond#4479793 Parcel plot plan no. 33681

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.

Devinder Gill

10/26/24

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.

Devinder Gill

10/26/24

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.

Devinder Gill



Print Name and Sign – Contact/Applicant

10/26/24

Date

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

**CITY OF BEAUMONT  
SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT or PARCEL NO. 33681**

DATE OF AGREEMENT: <u>10/30/2024</u>		
NAME OF SUBDIVIDER: <u>BLBT Enterprises</u> , a <u>Limited Liability Corporation</u> , (hereinafter referred to as "Subdivider").		
NAME/NUMBER OF DEVELOPMENT: <u>33681</u> subdivision consisting of <u>3</u> residential lots, _____, originally approved on _____, and Tentative Tract/Parcel _____ ("Tract/Parcel" or "Tentative Tract/Parcel Map"), originally approved on: _____.		
FINAL TRACT/PARCEL MAP <u>33681</u> APPROVED ON _____ RECORDED ON <u>6/26/2008</u> AS INSTRUMENT NUMBER <u>2008-0350660</u> ("Final Tract Map/Final Parcel Map").		
PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").		
EST. TOTAL COST OF PUBLIC IMPROVEMENTS: \$ <u>\$24,834.00</u> (see Exhibit "B")	EST. TOTAL COST OF PRIVATE IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF MONUMENTATION: \$ _____ (see Exhibit "B")
BOND NUMBERS: <u>4479793</u>		
LETTER OF CREDIT NUMBERS: _____		
FINANCIAL INSTITUTION: _____		

**THIS SUBDIVISION IMPROVEMENT AGREEMENT** (“Agreement”) is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as “City”), and BLBT Enterprises \_\_\_\_\_, a Limited Liability Corporation \_\_\_\_\_, (hereinafter referred to as “Subdivider”). City and Subdivider are sometimes referred to hereinafter individually as a “Party”, and collectively as the “Parties”.

#### RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit “A” attached hereto and incorporated and made part of this Agreement by this reference (the “Property”).

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the “Plans”) for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works (“City Engineer”). The City has adopted standards (hereinafter “Standards”) for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit “B” and incorporated and made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit “B”.

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

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

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

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all rights-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

**2. Improvement Securities.**

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) \$24,834 and 00/100 DOLLARS (\$24,834.00) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) \_\_\_\_\_ and 00/100 DOLLARS (\$XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

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

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

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

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

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

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

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

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

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

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

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

**5. Reserved.**

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

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

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

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

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

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



**7. Release of Improvement Securities.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Notice of Breach/Default of Subdivider.**

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

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

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

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

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

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

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

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

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

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

**11. Warranty.**

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

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

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

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

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

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

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

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

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

**17. Indemnity/Hold Harmless.**

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

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

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

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

**18. Sale or Disposition of Subdivision; Assignment.**

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

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

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

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

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

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and





**24. Insurance.**

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

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

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

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

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

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

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

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

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

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

(e) Required Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subdivider:

BLBT ENTERPRISES LLC

City:

CITY OF BEAUMONT  
a Municipal Corporation

Signature: \_\_\_\_\_

*Devinder Gill*

Signature: \_\_\_\_\_

City Manager

Print Name: \_\_\_\_\_

DEVINDER GILL

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Robert Vestal, Dir. Of Engineering/Public Works

Attachments: Exhibit A  
Exhibit B  
Exhibit C

Legal description of Property  
Cost estimate(s)  
Performance & Payment Bond OR Cash Bond

(Proper Notarization of Subdivider's Signature is required and shall be attached)

# CALIFORNIA 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 SAN BERNARDINO

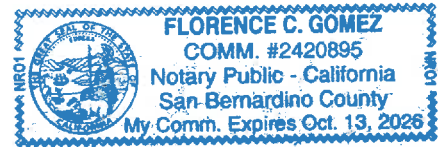
On OCTOBER 30, 2024 before me, FLORENCE C Gomez, Notary,  
(here insert name and title of the officer) PUBLIC

personally appeared DEVINDER GILL

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 *Flore C Gomez*

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of CITY OF BEUMONT  
SUBDIVISION Improvement Agreement,  
containing 19 pages, and dated 10/30/24.

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) \_\_\_\_\_ Title(s) \_\_\_\_\_
- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
<b>Method of Signer Identification</b>	
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # <u>93</u> Entry # <u>1</u>	
Notary contact: <u>(909) 543-6240</u>	
<b>Other</b>	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/>	

**EXHIBIT "A" - LEGAL DESCRIPTION**  
**LOT LINE ADJUSTMENT NO. 2023-LLA-0031**

**PARCEL "A"**

THAT PARTICULAR PARCEL OF REAL PROPERTY SITUATED IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND MORE PRECISELY DESCRIBED AS FOLLOWS; THE WESTERLY 60.00 FEET OF PARCEL 1 OF PARCEL MAP NUMBER 33681 AS SHOWN BY MAP RECORDED IN PARCEL MAP BOOK 226 PAGES 9 AND 10, RECORDS OF SAID COUNTY.

CONTAINS 10260 SQUARE FEET MORE OR LESS

**PARCEL "B"**

THAT PARTICULAR PARCEL OF REAL PROPERTY SITUATED IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND MORE PRECISELY DESCRIBED AS FOLLOWS; PARCEL 2 OF PARCEL MAP NUMBER 33681 AS SHOWN BY MAP RECORDED IN PARCEL MAP BOOK 226 PAGES 9 AND 10, RECORDS OF SAID COUNTY, ALL TOGETHER WITH THE EASTERLY 10 FEET OF PARCEL 1 OF THE AFORE MENTIONED PARCEL MAP ADJOINING SAID PARCEL 2.

CONTAINS 7618 SQUARE FEET MORE OR LESS


**PARCEL "C"**

THAT PARTICULAR PARCEL OF REAL PROPERTY SITUATED IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND MORE PRECISELY DESCRIBED AS FOLLOWS; PARCEL 3 OF PARCEL MAP NUMBER 33681 AS SHOWN BY MAP RECORDED IN PARCEL MAP BOOK 226 PAGES 9 AND 10, RECORDS OF SAID COUNTY, ALL TOGETHER WITH THE EASTERLY 10 FEET OF PARCEL 1 OF THE AFORE MENTIONED PARCEL MAP ADJOINING SAID PARCEL 3.

CONTAINS 8600 SQUARE FEET MORE OR LESS.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS OF WAY OF RECORD IF ANY,

AND AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF



**STREET IMPROVEMENT PLAN FOR BLBT ENTERPRISES, LLC**

595 E 12TH STREET, BEAUMONT, CA 92223


August 2, 2023

**CITY PROJECT NO. PW2023-1005**

CONSTRUCTION NOTES		DESCRIPTION	QTY. OFF-SITE	UNITS	ENGINEER'S ESTIMATE UNIT COST	TOTAL COST
		Sawcut Exist. A.C. Pavement	264	LF	\$ 1.00	\$ 264.00
		Grinding A.C. Pavement in Place	231	SY	\$ 2.00	\$ 462.00
		Remove A.C. Pavement	29	SY	\$ 1.45	\$ 42.05
		Relocate Mailbox	1	EA	\$ 250.00	\$ 250.00
		Install A.C. Pavement	5	TON	\$ 90.00	\$ 450.00
		Install A.B.	29	CY	\$ 50.00	\$ 1,450.00
		A.C. Overlay	2080	SF	\$ 0.90	\$ 1,872.00
		Install Curb and Gutter (Type A-6)	130	LF	\$ 15.00	\$ 1,950.00
		Install P.C.C. Sidewalk	780	SF	\$ 6.00	\$ 4,680.00
		Install P.C.C. Driveway Approach	1080	SF	\$ 8.00	\$ 8,640.00
		Install Under Siderwalk Drain Std. 309	1	EA	\$ 2,000.00	\$ 2,000.00
		Install Under Siderwalk Drain Std. 310	1	EA	\$ 500.00	\$ 500.00
		Paint Traffic Stripe (2 Coats)	43	LF	\$ 0.38	\$ 16.34
<b>SUBTOTAL:</b>					<b>\$</b>	<b>22,576.39</b>
<b>10% CONTINGENCY:</b>						<b>\$2,258</b>
<b>GRAND TOTAL:</b>						<b>\$24,834</b>

EXHIBIT -B

Respectfully,  
**adkan**  
ENGINEERS



Michael Brendecke, P.E., P.L.S.  
Senior Project Manager  
Adkison Engineers, Inc





Bond # - 4479793  
Premium - \$621.00  
Original (1)

PW #: 2023-1005  
File #: 3478

**PERFORMANCE BOND**

**Exhibit "C"**

WHEREAS, the City Council of the City of Beaumont, State of California, and BLBT Enterprises, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated, 20 \_\_\_\_, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 33681, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and SureTec Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of twenty-four thousand eight hundred thirty-four and 00/100 dollars (\$24,834.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

*[signatures on following page]*

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 21st day of October, 2024.

(Seal)

(Seal)

**SURETY**

**PRINCIPAL**

By: SureTec Insurance Company

By: BLBT Enterprises, LLC 

Name: 

Name: DEVINDER GULL

Title: Dave B. Roalkvam, Attorney-in-Fact

Title: MANAGER

Address: 3111 Camino Del Rio N, Suite 900,

By: \_\_\_\_\_

San Diego, CA 92108

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 371 S. La Cadena Drive

Colton, CA 92324

**Please See Attached  
Notarized Document**

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Gloria S. Becerra, Dave B. Roalkvam, David Melman, Amanda Harvey, Evan M. DeBow,  
Eric Taylor, Maria Melendez, Rene Brandt, Deanna Fonseca, Albert Espino

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 22nd day of August, 2024.

SureTec Insurance Company

By: [Signature]  
Michael C. Keimig, President



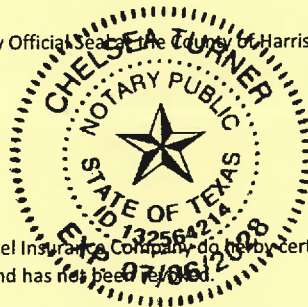
Markel Insurance Company

By: [Signature]  
Lindey Jennings, Vice President

State of Texas  
County of Harris:

On this 22nd day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal, in the County of Harris, the day and year first above written.



By: [Signature]  
Chelsea Turner, Notary Public  
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 21st day of October, 2024.

SureTec Insurance Company

By: [Signature]  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: [Signature]  
Andrew Marquis, Assistant Secretary

**CALIFORNIA ALL-PURPOSE 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 San Diego

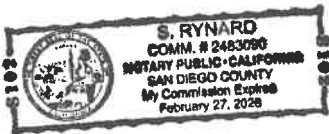
On October 21, 2024 before me, S. Rynard, Notary Public

personally appeared Dave B. Roalkvam

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.



S. Rynard  
Signature of Notary

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) other than named above

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SureTec Insurance Company

**CALIFORNIA 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 San Bernardino }

On October 25, 2024 before me, Jennifer Aguilar-Morales, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Devinder Gill  
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.



*[Handwritten Signature]*

Signature \_\_\_\_\_  
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: Performance Bond  
Document Date: 10/25/2024 Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_  
Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Bond # - 4479793  
Premium - Amount Included with Performance Bond  
Original (1) **PAYMENT BOND**

WHEREAS, the City Council of the City of Beaumont, State of California, and BLBT Enterprises, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated \_\_\_\_\_, 20\_\_, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of \_\_\_\_\_\*\* dollars (\$ 24,834.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

\*\*twenty-four thousand eight hundred thirty-four and 00/100

*[signatures on following page]*

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 21st day of October, 2024.

(Seal)

(Seal)

**SURETY**

**PRINCIPAL**

By: SureTec Insurance Company

By: BLBT Enterprises, LLC

Name: 

Name: DEVINDER GILL 

Title: Dave B. Roalkvam, Attorney-in-Fact

Title: MANAGER

Address: 3111 Camino Del Rio N, Suite 900, By: \_\_\_\_\_

San Diego, CA 92108

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 371 S. La Cadena Drive

Colton, CA 92324

**Please See Attached  
Notarized Document**

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Gloria S. Becerra, Dave B. Roalkvam, David Melman, Amanda Harvey, Evan M. DeBow, Eric Taylor, Maria Melendez, Rene Brandt, Deanna Fonseca, Albert Espino

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 22nd day of August, 2024.

SureTec insurance Company

By: [Signature]  
Michael C. Keimig, President



Markel Insurance Company

By: [Signature]  
Lindey Jennings, Vice President

State of Texas  
County of Harris:

On this 22nd day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Harris, the day and year first above written.



By: [Signature]  
Chelsea Turner, Notary Public  
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 21st day of October, 2024.

SureTec Insurance Company

By: [Signature]  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: [Signature]  
Andrew Marquis, Assistant Secretary



**CALIFORNIA ALL-PURPOSE 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 San Diego

On October 21, 2024 before me, S. Rynard, Notary Public

personally appeared Dave B. Roalkvam

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.



S. Rynard  
Signature of Notary

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SureTec Insurance Company

\_\_\_\_\_  
Signer(s) other than named above

**CALIFORNIA 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 San Bernardino

On October 25, 2024 before me, Jennifer Aguilar-Morales, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Devinder Gill  
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 [Handwritten Signature]  
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: Payment Bond  
Document Date: 10/25/2024 Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_  
Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS  
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN**  
(Tract Map/Parcel Map/Plot Plan No. 33681)

THIS SECURITY AGREEMENT is made and effective this 8<sup>th</sup> day of April, 2008, by and between the CITY OF BEAUMONT ("CITY") and Devinder Gill ("DEVELOPER").

**RECITALS**

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to PARCEL MAP No. 33681 ("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, lighting and landscaping (collectively, "Improvements"); and

C. The Improvements have not yet been done or 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 or bonds by one or more duly-authorized corporate sureties (or other security as authorized by Government Code, Section 66499) 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. The estimated amount shall be adjusted to account for inflation and other cost increases.

5. Security for Laborers and Materialmen. The DEVELOPER shall also provide a bond or bonds by one or more duly-authorized corporate sureties 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 estimated amount shall be adjusted to account for inflation and other cost increases.

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 "Best's" Insurance Guide rating of "A:VII." 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. 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, actual 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.

8. Procedure for Release of 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 and payment of a bond exoneration fee of \$550 to the City. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond or a letter of credit, 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 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 bond 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. If the CITY approves the cost estimate, the CITY shall release all performance security except for security in an amount up to 200% of the cost estimate of the remaining work; **PROVIDED, HOWEVER,** such partial release shall occur only when the cost estimate of the remaining work does not exceed 20% of the total original performance security. Substitute bonds or other security may be used as a replacement for the performance security, subject to the prior written approval of the CITY. (**NOTE:** a reduction in performance security is not, and shall not be deemed to be, an acceptance by the CITY of the completed Improvements, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the DEVELOPER until all required Improvements have been accepted by the CITY and all other required Improvements have been fully completed in accordance with the plans and specifications for the Improvements.)

f. 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.

9. Procedure for Release of Payment Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment shall, 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 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 shall be released in full.

10. Security for One-Year Warranty Period. The release procedures described in paragraphs 8 and 9 above shall not apply to any required guarantee and warranty period nor to the amount of the security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

11. 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.

12. 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.

13. No Assignment. The DEVELOPER may not assign this Security Agreement or any part thereof, to another without the prior written consent of the CITY.

14. 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.

15. 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 as of the date first above written.

CITY OF BEAUMONT

By Brian E. [Signature]  
Mayor

DEVELOPER:

\_\_\_\_\_

By [Signature] (DEVINDERGILL)

Title: OWNER

By Gurcharn Singh Dhillon  
GURCHARN DHILLON

Title OWNER

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On March 26, 2008 before me, Kim - Lau Ma Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Devinder Gill  
Name 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 \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

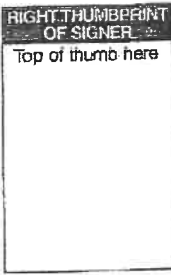
Title or Type of Document: Agreement to Provide Security For Improvements For Tract Map / Parcel Map / Plot Plan

Document Date: March 26, 2008 Number of Pages: 5

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



Bond Number: 734416S  
Premium: \$3,012.00

**EXHIBIT "A"**

**PERFORMANCE BOND**

WHEREAS, the City Council of the City of Beaumont, State of California, and Devinder Gill (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated                     , 2008, and identified as project Improvements for Parcel Map 33681, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Indemnity Company of California as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of \*\* See below dollars (\$100,388.10) 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.

\* One Hundred Thousand Three Hundred Eighty Eight and 10/100  
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 4, 2008.

PRINCIPAL:  
Devinder Gill

SURETY:  
Indemnity Company of California

By *Devinder Gill*

By *Janelle L Miller*

Title *OWNER*

Title *Attorney-in-Fact*

*Gurcharn S Dhillon*  
↑  
GURCHARN S. DHILLON

**BOND FOR SECURITY OF LABORERS AND MATERIALMEN**

WHEREAS, the City Council of the City of Beaumont, State of California, and Devinder Gill (hereafter designated as "the Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designed public improvements, which agreement, dated                     , 20 08, and identified as project Improvements for Parcel Map 33681, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 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 in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of \*\* See below dollars (\$100,388.10), 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.  
\*\*One Hundred Thousand Three Hundred Eighty Eight and 10/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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 4, 20 08.

PRINCIPAL:

SURETY:

Devinder Gill

Indemnity Company of California

By *Devinder Gill*

By *Janelle L. Miller*

Title OWNER

Title Janelle L. Miller  
Attorney-in-Fact

x *Gurcharn S. Dhillon*  
GURCHARN S. DHILLON

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint

\*\*\*Janelle L. Miller, Jeff Aase, Will Mingram, Christopher M. Haenel, Jennifer Wayne, Ryan Tash, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: [Signature]  
Stephen T. Pate, Senior Vice President

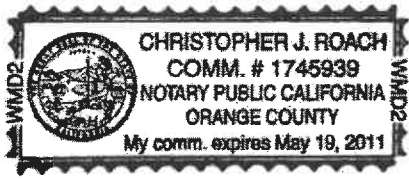
By: [Signature]  
Charles L. Day, Assistant Secretary



State of California  
County of Orange

On January 1st, 2008 before me, Christopher J. Roach, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day  
Name(s) of Signer(s)



Place Notary Seal Above

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 [Signature]  
Christopher J. Roach

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 4th day of March, 2008

By: [Signature]  
Albert Hillebrand, Assistant Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Bernardino }

On March 4, 2008  
Date

before me, N. Cruz, notary public

Here Insert Name and Title of the Officer

personally appeared Janelle L. Miller

Name(s) of Signer(s)

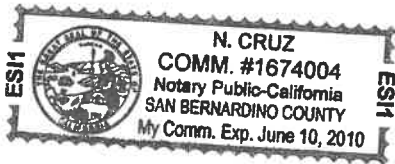
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: PM 33681  
 DATE: Feb. 11, 2007  
 PP, CUP NO.: \_\_\_\_\_ BY: H.R. Lantis

-----  
 IMPROVEMENTS FAITHFUL PERFORMANCE 100%  
 LABOR & MATERIALS SECURITY 100%

	Construction Costs)
Streets/Drainage	\$ 100,388.10
Sewer	\$ -
Total	\$ 100,388.10
Warranty Retention (22.5%)	\$ 22,587.32
Street/Drainage Plan Check Fees =	\$ 3,011.64
Sewer Plan Check Fees =	\$ -
Street Inspection Fees =	\$ 5,019.41
Sewer Inspection Fees =	\$ -

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

Above amounts do  include additional 20% for recordation prior to having signed plans

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

\_\_\_\_\_  
 Engineer's Signature

\_\_\_\_\_  
 Date 2/11/2007

Herald R. Lantis  
 \_\_\_\_\_  
 Name typed or printed

\_\_\_\_\_  
 Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

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

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



CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: \_\_\_\_\_ PM 33681 \_\_\_\_\_

DATE: Feb. 11, 2007

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 2.50	\$ -
	EA.	Remove Barricade	\$ 200.00	\$ -
8	TON	Asphalt Concrete - 144 lbs/cu. Ft. (On-Site 332 sf x 0.33 x .072 ton /sf	\$ 90.00	\$ 720
7	C.Y.	Aggregate Base Class II (OnSite 332 sf @ 0.50')	\$ 50.00	\$ 350
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (OnSite SF)	\$ 600.00	\$ -
		apply at 0.05 + 0.03 = 0.08 gal/SY		\$ -
	S.F.	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 0.90	\$ -
	S.F.	Remove A.C. Pavement	\$ 0.50	\$ -
	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ -
166	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	\$ 1,660
	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	\$ -
	L.F.	Type "C" Curb	\$ 10.00	\$ -
	L.F.	Type "D" Curb	\$ 15.00	\$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 10.00	\$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ -
1,762	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 10,572
	SF	P.C.C. Drive Approach	\$ 8.00	\$ -
	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ -
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 8.00	\$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
				\$ -
				\$ -
				\$ -





CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PM 33681

DATE: Feb. 11, 2007

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 35.00	\$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 40.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 65.00	\$ -
	L.F.	18" R.C.P.	\$ 60.00	\$ -
	L.F.	24" R.C.P.	\$ 70.00	\$ -
	L.F.	30" R.C.P.	\$ 80.00	\$ -
	L.F.	36" R.C.P.	\$ 90.00	\$ -
	L.F.	42" R.C.P.	\$ 100.00	\$ -
	L.F.	48 " RCP	\$ 110.00	\$ -
	L.F.	54" RCP	\$ 135.00	\$ -
	L.F.	60" RCP	\$ 160.00	\$ -
	L.F.	72" RCP	\$ 200.00	\$ -
0	0.001		\$ 1.00	\$ 0
	L.F.		\$ 1.00	\$ -
	EA.	H.D.P.E. Clean Out	\$ 400.00	\$ -
	EA.	Drain Basin	\$ 400.00	\$ -
	EA.	Curb Outlet	\$ 3,000.00	\$ -
	EA.	Fossil Filters	\$ 500.00	\$ -
	EA.	18" C.M.P. Wye	\$ 500.00	\$ -
	EA.	Riprap Headwall	\$ 1,000.00	\$ -
	EA.	Concrete Collar	\$ 250.00	\$ -
	EA.	Outlet Structure	\$ 10,000.00	\$ -
	EA.			\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PM 33681

DATE: Feb. 11, 2007

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	\$ 115.00	\$ -
2	EA.	Catch Basin W = 4'	\$ 1,700.00	\$ 3,400
	EA.	Catch Basin W = 7'	\$ 3,000.00	\$ -
	EA.	Catch Basin W = 10'	\$ 4,000.00	\$ -
	EA.	Catch Basin W = 14'	\$ 5,500.00	\$ -
	EA.	Catch Basin W = 21'	\$ 9,000.00	\$ -
	EA.	Type IX Inlet	\$ 2,500.00	\$ -
	EA.	Type X Inlet	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 1	\$ 3,000.00	\$ -
	EA.	Junction Structure No. 2	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 6	\$ 3,700.00	\$ -
	EA.	Transition Structure No. 1	\$ 2,000.00	\$ -
	EA.	Transition Structure No. 3	\$ 2,700.00	\$ -
	EA.	Manhole No. 1	\$ 2,700.00	\$ -
	EA.	Manhole No. 2	\$ 3,300.00	\$ -
	EA.	Manhole No. 3	\$ 2,700.00	\$ -
	EA.	Manhole No. 4	\$ 5,000.00	\$ -
	EA.	Adjust Water Valve (if no water plan)	\$ 150.00	\$ -
	EA.	Adjust MH to grade (if no sewer plan)	\$ 400.00	\$ -
	EA.	Headwall	\$ 5,000.00	\$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	\$ 500.00	\$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$ 10,000.00	\$ -
	L.F.	and Concrete Bulkhead	\$ 25.00	\$ -
	EA.	Outlet Structure (Line A & B)	\$ 5,000.00	\$ -
	EA.	Remove Existing Headwall	\$ 1,000.00	\$ -
594	SF	Retaining Wall (Masonry or Keystone alternate)	\$ 10.00	\$ 5,940
360	LF	6.5 wide box channel	\$ 62.00	\$ 22,320
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PM 33681

DATE: Feb. 11, 2007

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	\$ 2,500.00	\$ -
	LS	Concrete Inlet Apron	\$ 11,000.00	\$ -
	LS	Emergency Spillway	\$ 27,000.00	\$ -
	LS	84" Storm Drain Grate	\$ 8,500.00	\$ -
	SF	3' Wide V-Gutter (945 LF)	\$ 4.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Subtotal: \$ -

- A.
Subtotal
\$ 87,294
- B.
Contingency (15%)
\$ 13,094
- C.
Streets/Drainage Total (A + B)
\$ 100,388

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PM 33681

DATE: Feb. 11, 2007

<b>SEWER IMPROVEMENTS</b>
---------------------------

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

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" V.C.P. (45 Lots @ 25' Avg. Length & 5' for cleanout)	\$ 15.00	\$ -
	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
	L.F.	8" V.C.P.	\$ 30.00	\$ -
	L.F.	10" V.C.P.	\$ 35.00	\$ -
	L.F.	12" V.C.P.	\$ 40.00	\$ -
	L.F.	15" V.C.P.	\$ 50.00	\$ -
	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ -
	EA.	Drop Manholes	\$ 4,000.00	\$ -
	EA.	Cleanouts	\$ 500.00	\$ -
	EA.	Sewer Y's	\$ 25.00	\$ -
	EA.	Chimneys	\$ 300.00	\$ -
	EA.	Adjust M.H. to grade	\$ 340.00	\$ -
	L.F.	Concrete Encasement	\$ 20.00	\$ -
	EA.	4" P.V.C. Misc. Fittings	\$ 120.00	\$ -
	L.F.	Sewer Pipe Sleeving	\$ 36.00	\$ -
	EA.	Sewer Lift Station		\$ -
	EA.	Backflow prevention device	\$ 250.00	\$ -
				\$ -
		<b>NOT APPLICABLE</b>		\$ -

A.	Subtotal	\$ -
B.	Contingency (15% x A)	\$ -
C.	Sewer Total (A + B)	\$ -

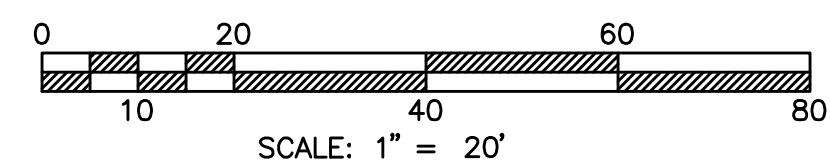
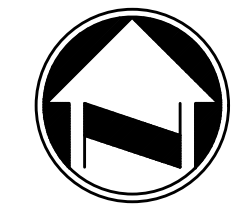
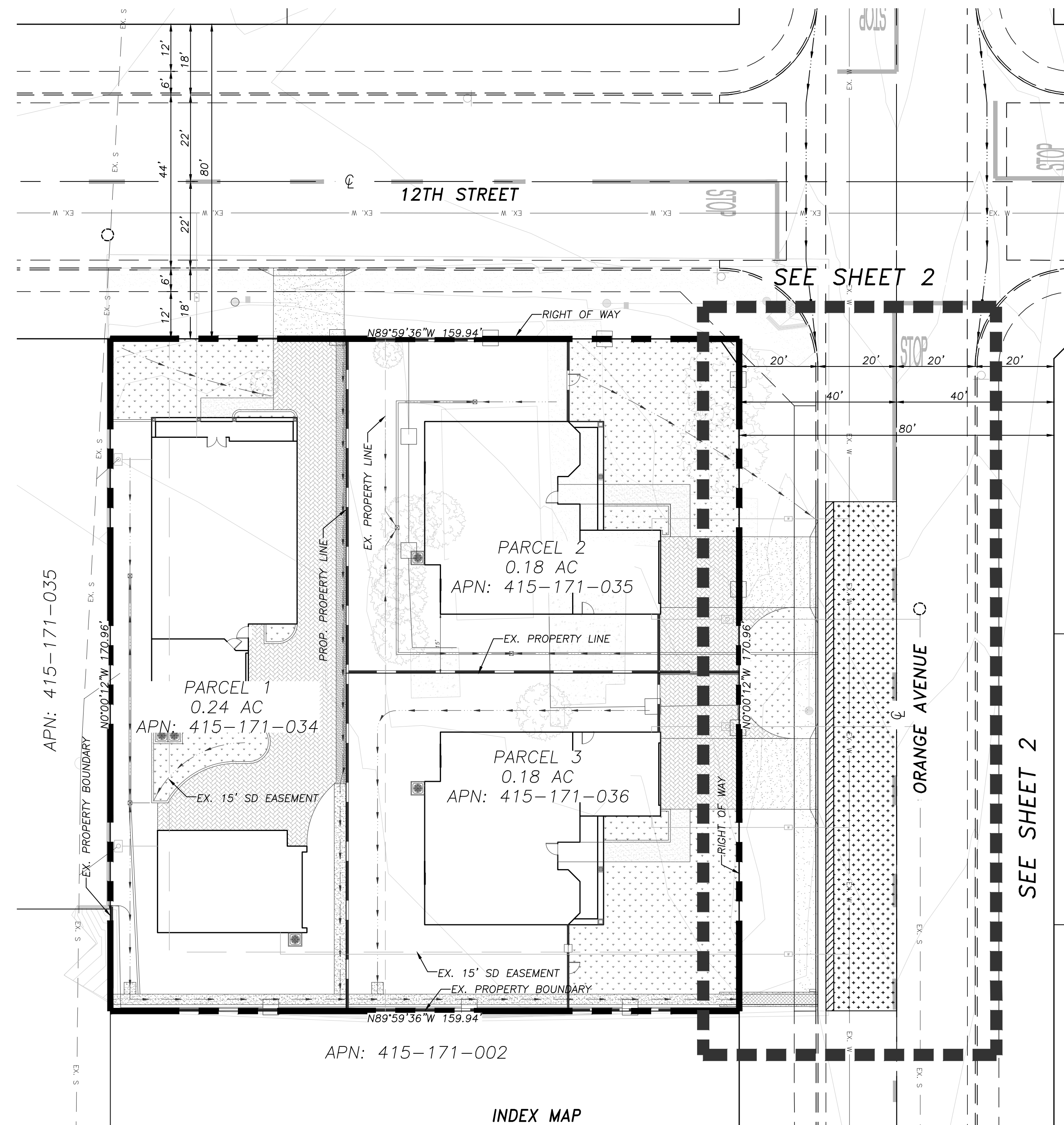
\*\*\*\*\*

# STREET IMPROVEMENT PLAN

## 595 E 12TH STREET

### STREET IMPROVEMENT NOTES:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREENBOOK, LATEST EDITION AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
- CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
- CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN. BEAUMONT IS CO-PERMITTEE WITH R.C.F.C. & W.C.D.
- CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, SAFE, CLEAN AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE COUNTY'S OR DISTRICT'S INSPECTOR. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCE BEING CONTROLLED AT ALL TIMES. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS.
- CONTRACTOR SHALL BE THE RESPONSIBILITY TO INSTALL AND MAINTAIN DURING CONSTRUCTION, REGULATORY GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF BEAUMONT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
- CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, CITY OF BEAUMONT, AND THE DEVELOPER'S ENGINEER, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNERS OR THE DEVELOPER'S ENGINEER.
- CONTRACTOR SHALL BE THE RESPONSIBLE TO OBTAIN AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT.
- CONTRACTOR MUST NOTIFY THE CITY OF BEAUMONT AT (951) 769-8520 AT LEAST ONE WEEK PRIOR TO CONSTRUCTION.
- CONTRACTOR MUST PROVIDE CONSTRUCTION SCHEDULE TO THE CITY OF BEAUMONT AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR MUST CALL UNDERGROUND SERVICE ALERT AT 811 AT LEAST 48 HOURS BEFORE EXCAVATION.
- CONTRACTOR SHALL BE RESPONSIBLE TO APPLY TO THE RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMITEE NUMBER ON THE PLAN.
- CONTRACTOR SHALL BE RESPONSIBLE TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
- CONTRACTOR SHALL BE THE RESPONSIBILITY TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
- CONTRACTOR SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, & SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS & ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS & GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED & CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.
- ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
- ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.
- ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
- PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
- ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
- THE CONTRACTOR SHALL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
- STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
- INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE COMPREHENSIVE LANDSCAPING GUIDELINES (CHOOSE THREE SPECIES AND NAME THEM HERE).
- FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.



### CONSTRUCTION NOTES

QTY	NOTE TO CONTRACTOR: QUANTITIES ARE FOR BONDING PURPOSES ONLY. CONTRACTOR TO PERFORM THEIR OWN QUANTITY TAKEOFF
259 SF	1-CONSTRUCT 4" A.C. PAVEMENT OVER 6" MIN. AB CL. II.
130 LF	2-CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
847 SF	3-CONSTRUCT 6" SIDEWALK PER COUNTY OF RIVERSIDE STD. NO. 401
3 EA	4-CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STD. NO. 207 (W=18')
1 EA	5-CONSTRUCT UNDER SIDEWALK DRAIN PER COUNTY OF RIVERSIDE STD. NO. 310
1 EA	6-CONSTRUCT UNDER SIDEWALK DRAIN PER COUNTY OF RIVERSIDE STD. NO. 309 PER DETAIL ON SHEET 2
2,072 SF	7-GRIND EXISTING A.C. ± 2" AND NEW OVERLAY
259 SF	8-SAWCUT, REMOVE, AND REPLACE EXISTING PAVEMENT WITH FULL SECTION PAVEMENT. PER DETAIL ON SHEET 2

### ENGINEER NOTE

IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT'S PERMIT SECTION, FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.

### UNAUTHORIZED CHANGES & USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OR THESE PLANS.

### DECLARATION OF ENGINEER OF RECORD

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES, AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

SIGNATURE: *Michael R. Brendecke* DATE: 10/11/2023  
 LICENSE NO. 83363 EXP. 3.31.2024



DESIGN BY: A.Y.  
 DRAWN BY: A.Y.  
 CHECKED BY: M.  
 SCALE:  
 AS NOTED  
 DATE: JULY 2023  
 JOB NUMBER: 10248

Reviewed By: *[Signature]* Staff Engineer Date: 11.22.2023  
 Recommended for Approval By: *[Signature]* Administrative Engineer Date: 11.22.2023  
 Approved By: *[Signature]* City Engineer/Director of Public Works Date: 11/28/2023

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT  
 ENGINEERING DIVISION  
 5506 6th St  
 Beaumont, CA 92523  
 TEL: (951) 769-8520 FAX: (951) 769-8526

### OWNER

BLBT ENTERPRISES, LLC  
 317 S. LA CADENA DRIVE,  
 COLTON, CA 92324  
 TEL: 909-709-1129

### ENGINEER

**adkan**  
**ENGINEERS**  
 Civil Engineering • Surveying • Planning  
 6879 Airport Drive, Riverside, CA 92506  
 Tel:(951) 688-0241 Fax:(951) 688-0599

### EMERGENCY CONTACT NO.

DVINGILL@YAHOO.COM  
 TEL: 909-845-3012  
 DEVIN GILL

### TOPOGRAPHY SOURCE

THE TOPOGRAPHY USED FOR THIS GRADING PLAN WAS OBTAINED FROM FIELD SURVEY SHOTS TAKEN ON JUNE 10, 2022 BY:  
 ADKAN ENGINEERS  
 6879 AIRPORT DRIVE  
 RIVERSIDE, CA 92504

### BASIS OF BEARINGS

THE CENTERLINE OF ORANGE AVENUE BEING NORTH 00°00'12" WEST PER PARCEL MAP NO. 33681, FILED IN BOOK 226 OF PARCEL MAPS, AT PAGES 9 THROUGH 10, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, WAS HELD AS THE BASIS OF BEARINGS FOR THIS MAP.

### PROJECT ACREAGE

0.6 ACRE

### ASSESSORS PARCEL NUMBER

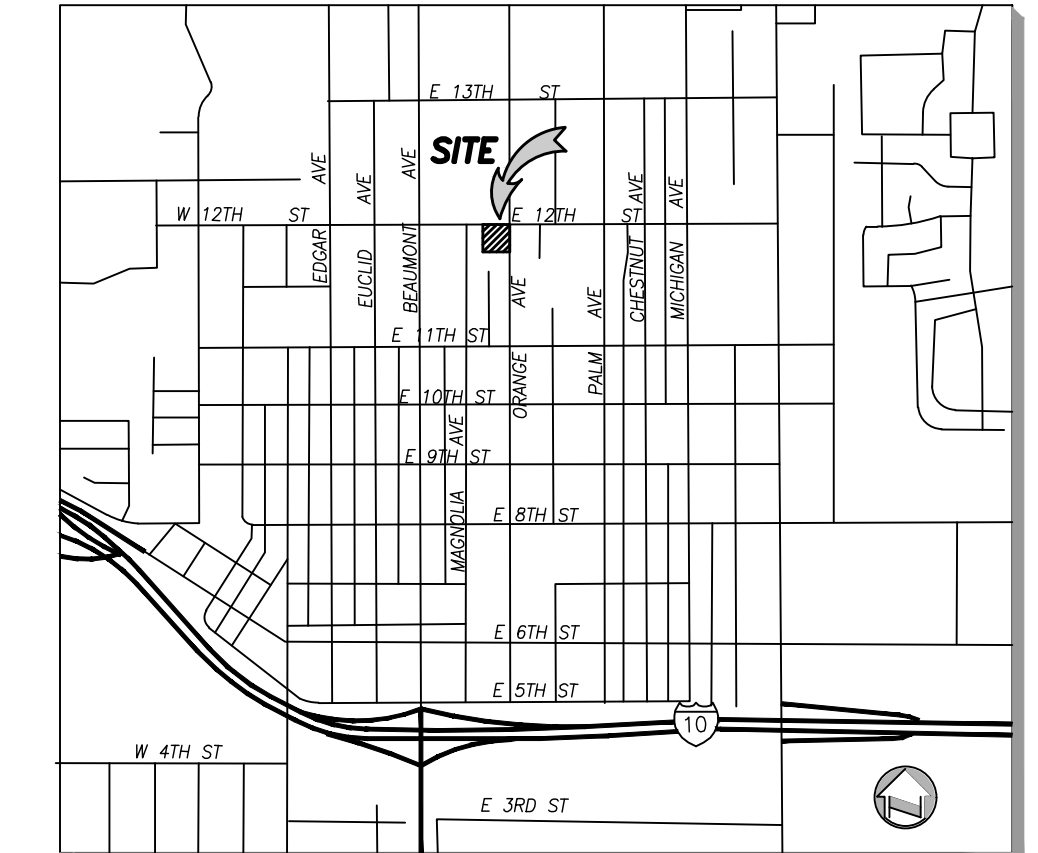
415-171-034, 415-171-035, 415-171-036

### LEGAL DESCRIPTION

THE NORTH 171 FEET OF THE EAST 160 FEET OF LOT 1, BLOCK 104, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY AMENDED MAP THEREOF RECORDED IN BOOK 6 PAGES 16 AND 17 OF SAID MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, SECT. 11, T. 3S, R 1W, SB8M.

### UTILITY PROVIDERS

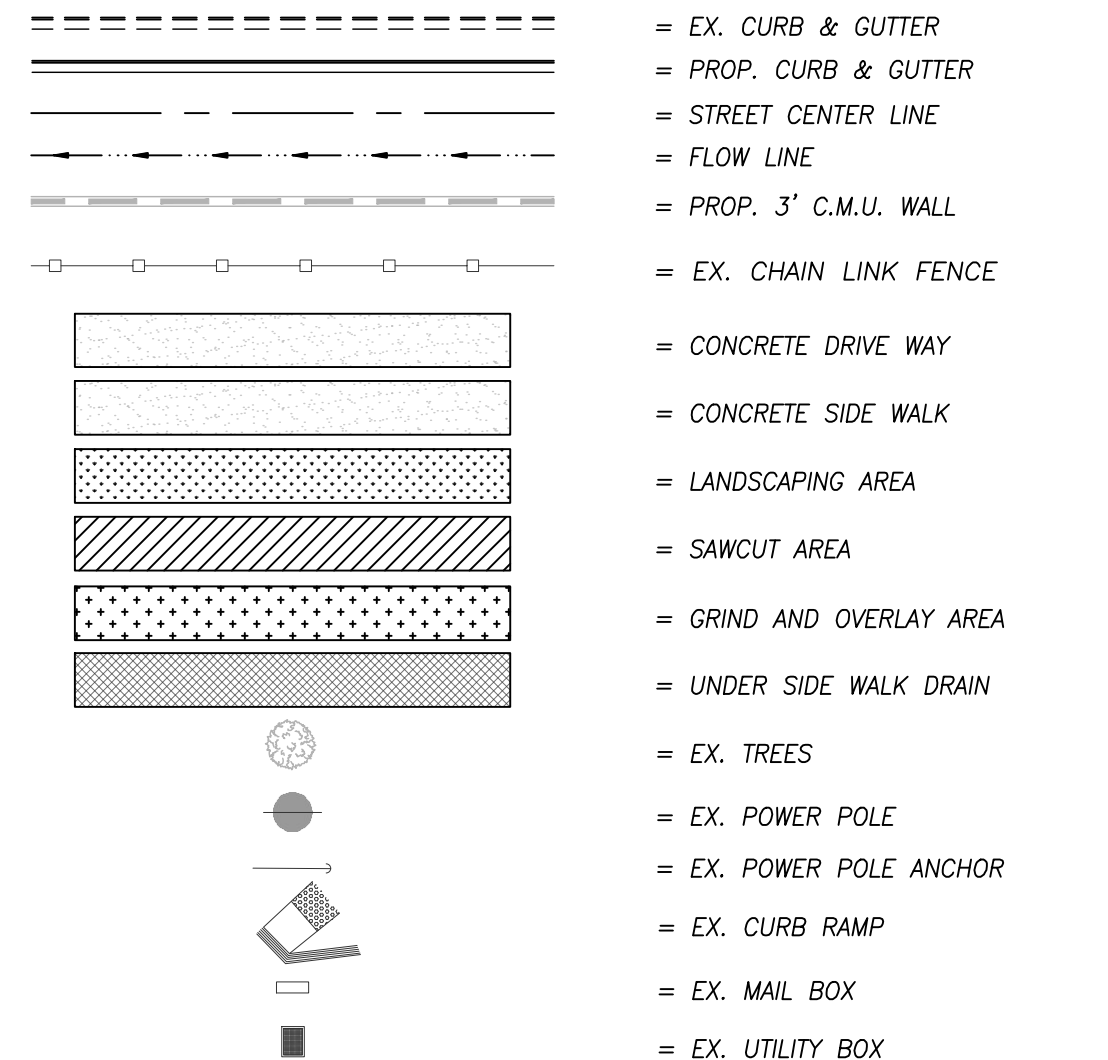
WATER:	SAN GORGONIO PASS	951-845-2577
ELECTRIC:	SOUTHERN CALIFORNIA EDISON	800-655-4555
SEWER:	WESTERN MUNICIPAL WATER DISTRICT	951-571-7100
GAS:	SOUTHERN CALIFORNIA GAS	877-238-0092
TELEPHONE:	VERIZON	800-837-4966
CABLE:	CHARTER	888-438-2427
SCHOOL DISTRICT:	BEAUMONT UNIFIED	951-845-1631



VICINITY MAP  
 SECTION 32, T.3S,R.1W, S.B.M.

### LEGEND

AC	= ACRE	C&G	= CURB & GUTTER
A.C.	= ASPHALT CONCRETE	STA.	= STATION
FL	= FLOW LINE	DWY	= DRIVEWAY
FS	= FINISHED SURFACE	HORIZ	= HORIZONTAL
CL	= CENTER LINE	VERT	= VERTICAL
R/W	= RIGHT OF WAY	W	= WIDTH
TC	= TOP OF CURB	AB	= AGGREGATE BASE
GB	= GRADE BREAK	N.T.S	= NOT TO SCALE
MIN.	= MINIMUM	APN	= ASSESSOR'S PARCEL NUMBER
PROP.	= PROPOSED	IMP	= IMPROVEMENT
EX.	= EXISTING	SF	= SQUARE FOOT
CONC.	= CONCRETE	LF	= LINEAR FOOT
ELEV.	= ELEVATION	EA	= EACH
EP	= EDGE OF PAVEMENT	CF	= CURB FACE
VC	= VERTICAL CURVE	SD	= STORM DRAIN
PI	= POINT OF INTERSECTION	CMU	= CONCRETE MASONRY UNIT
RT	= RIGHT	TI	= TRAFFIC ISLAND
ECR	= END CURB RETURN	SHR	= SEWER
		WTR	= WATER



### GENERAL NOTES

- THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.
- THE CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTION LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

### SHEET INDEX

TITLE SHEET	1
ORANGE AVE. PLAN, PROFILE, SIGN & STRIPING	2
ORANGE AVE. CROSS SECTIONS	3



BENCHMARK:  
 AT THE NORTHWEST CORNER OF PENNSYLVANIA AVENUE AND 11TH STREET, 63 FEET WEST OF PENNSYLVANIA AVENUE, 22 FEET NORTH OF 11TH STREET, 4 FEET SOUTH OF POWER POLE NO. 19494 C.W.T., 1 FOOT SOUTH OF A BARB WIRE FENCE, 1 FOOT WEST OF A MARKER POST, A BRASS DISK IN THE TOP OF A CONCRETE POST AND MARKED C-2-2-65.  
 DATE: 1970  
 ELEV. 2635.813, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE

PLANS PREPARED BY:  
**adkan**  
**ENGINEERS**  
 Civil Engineering • Surveying • Planning  
 6879 Airport Drive, Riverside, CA 92504  
 Tel:(951) 688-0241 Fax:(951) 688-0599

DESIGNED BY: *Michael R. Brendecke* DATE: 10/11/2023  
 MICHAEL R. BRENDECKE  
 R.C.E. 83363 EXP. 3.31.24

SEAL  
 DESIGN BY: A.Y.  
 DRAWN BY: A.Y.  
 CHECKED BY: M.  
 SCALE:  
 AS NOTED  
 DATE: JULY 2023  
 JOB NUMBER: 10248

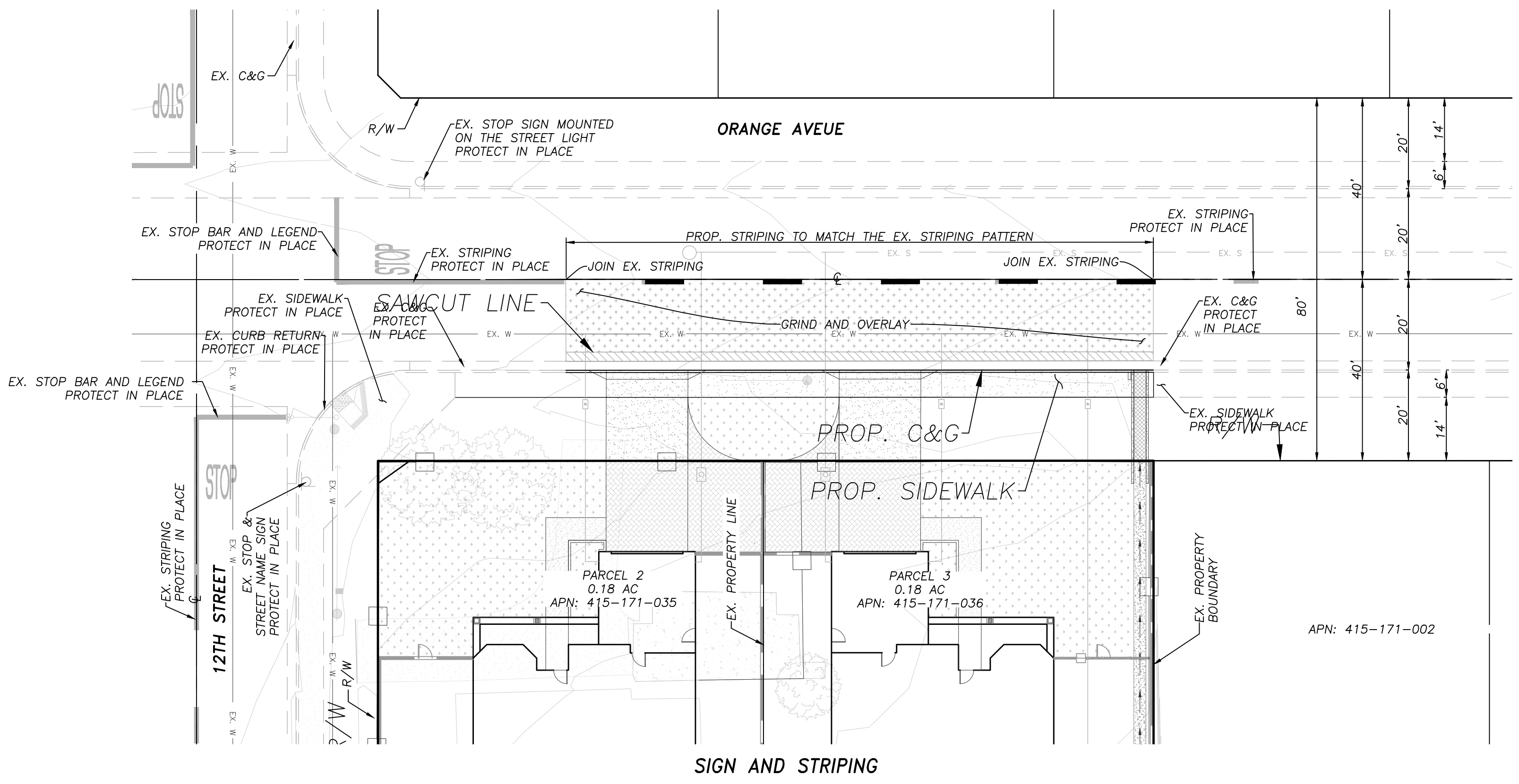
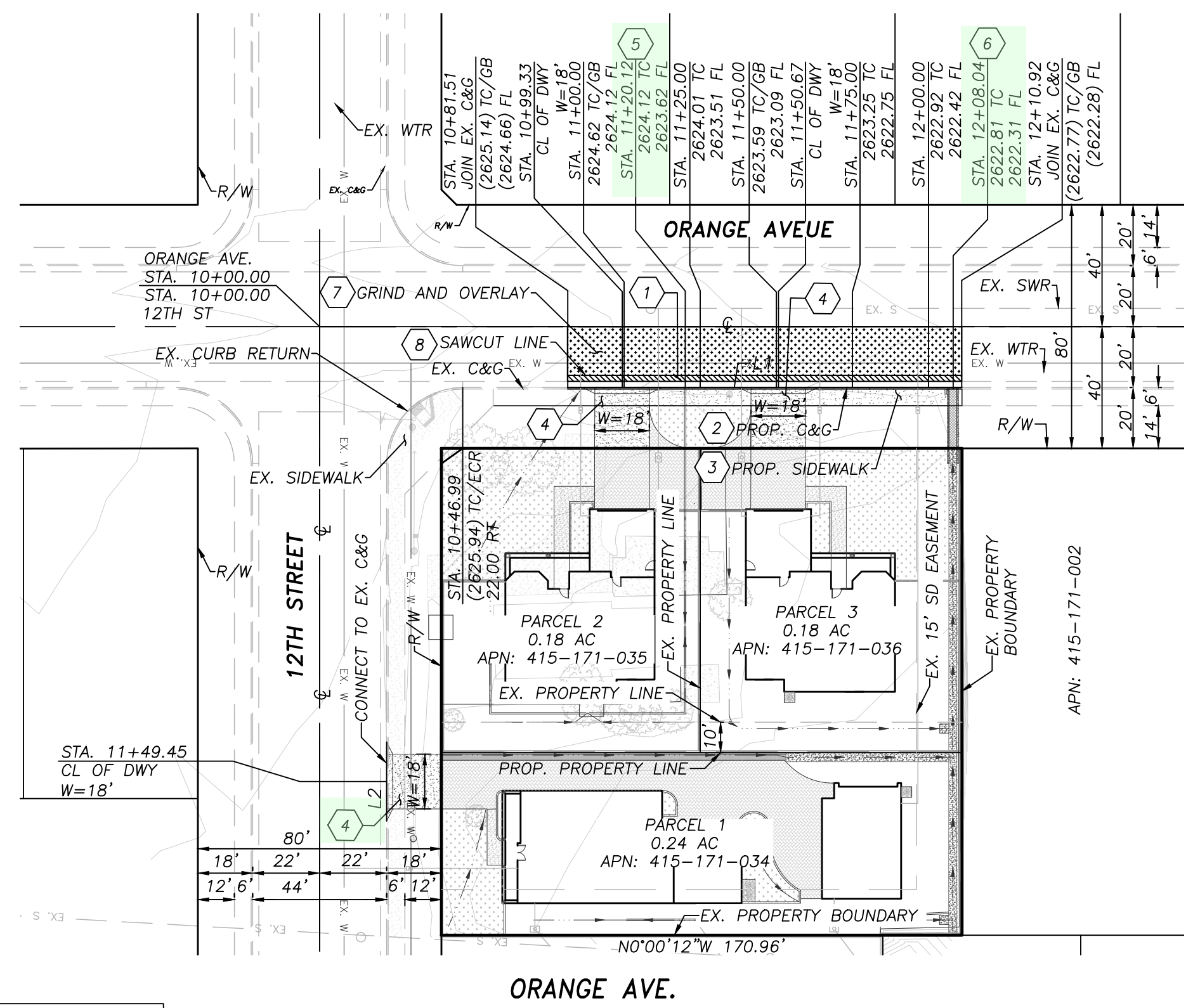
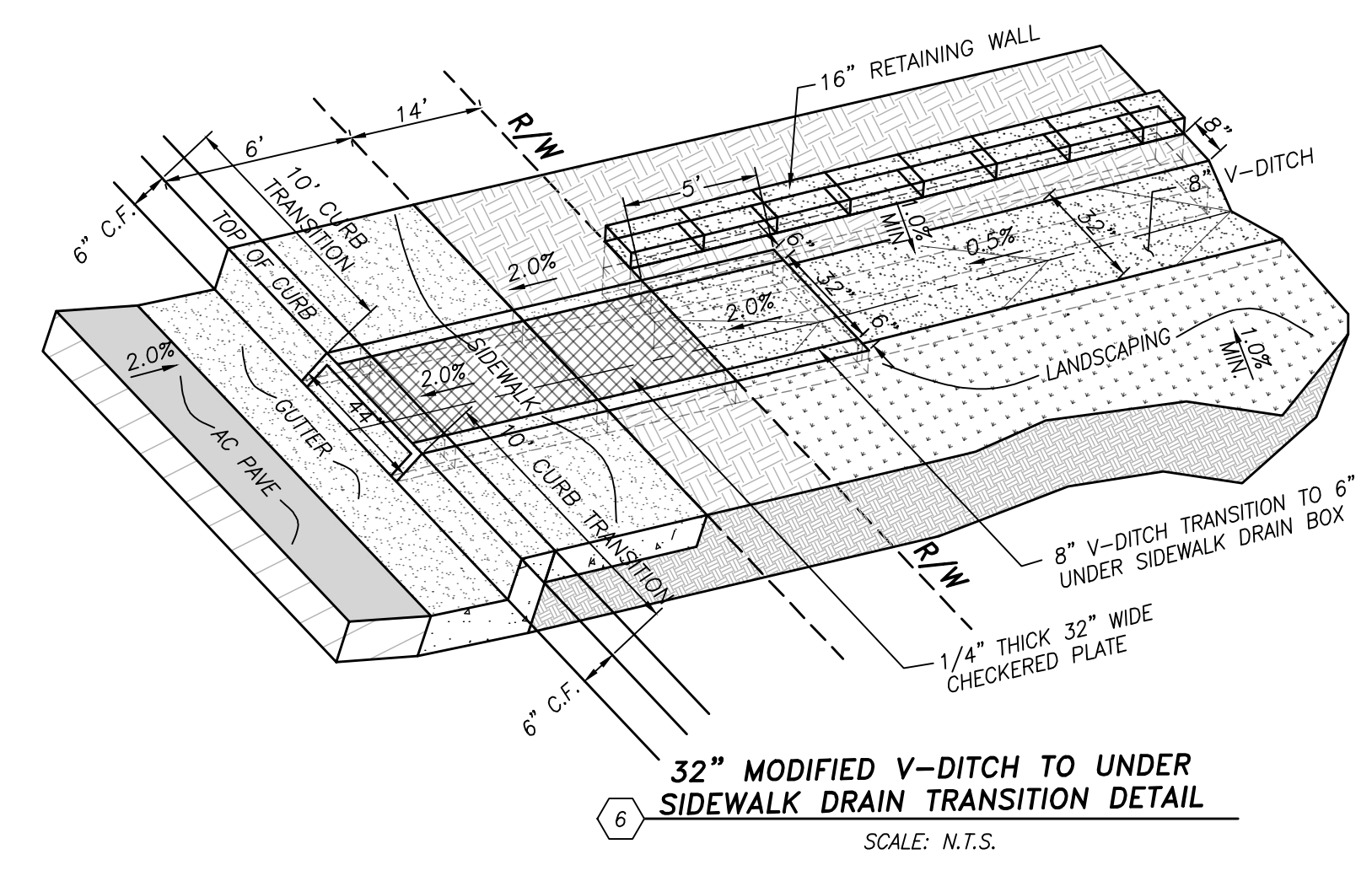
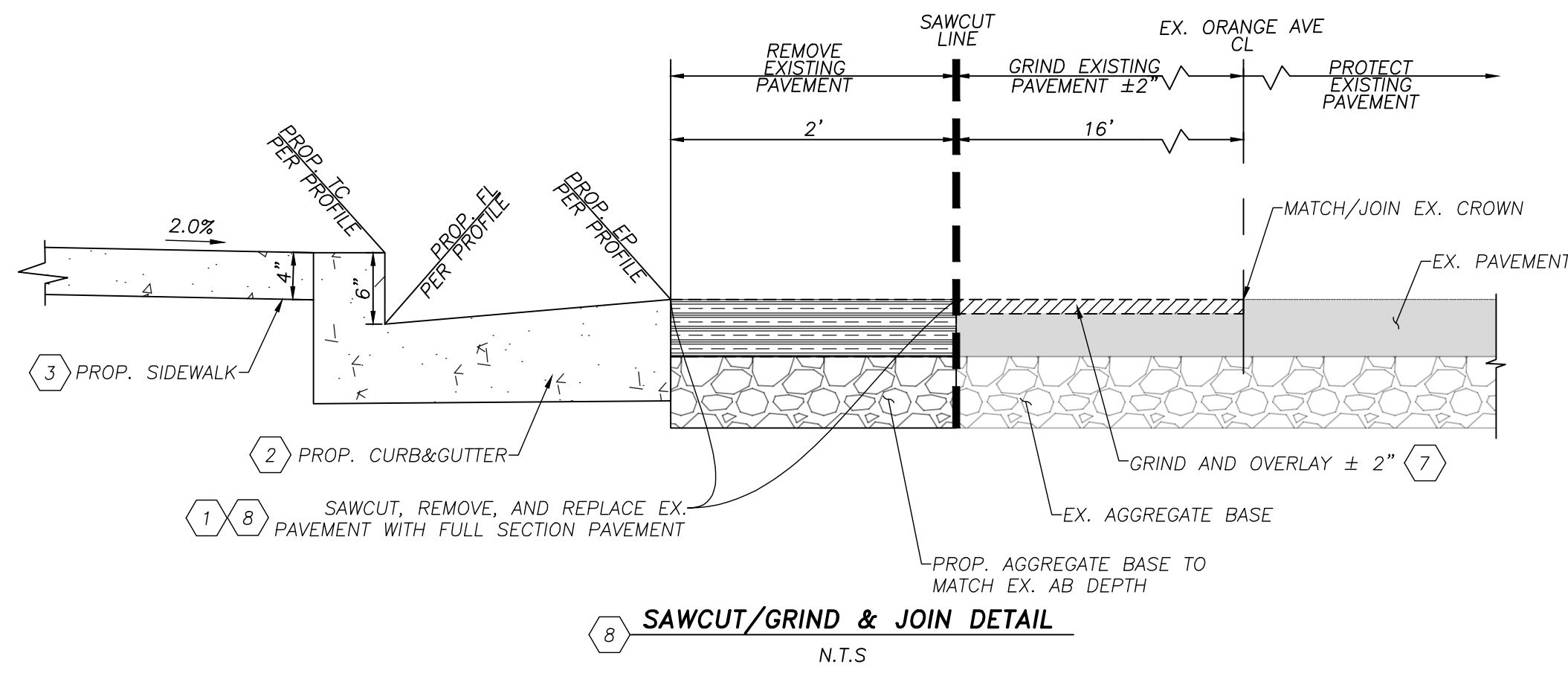
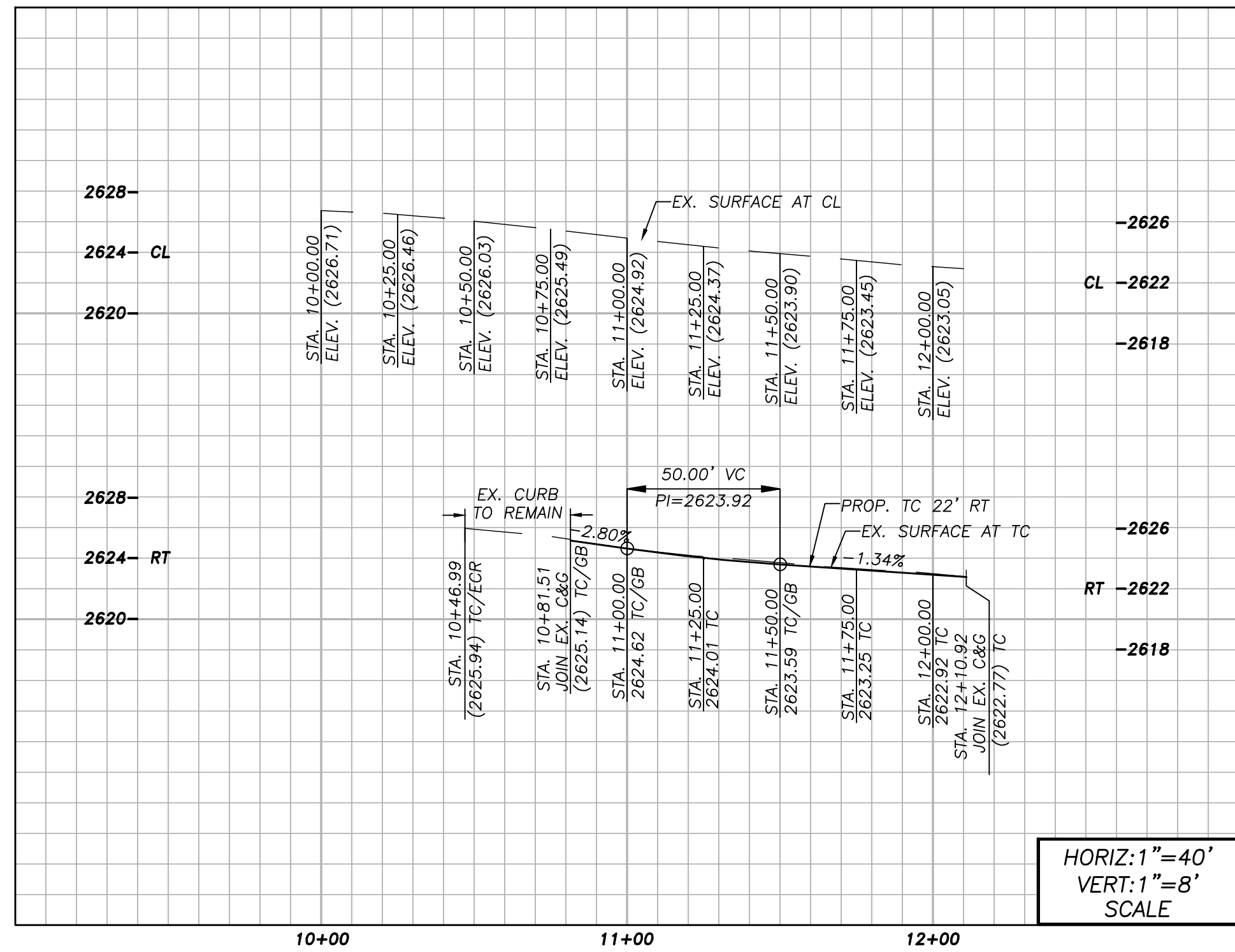


Reviewed By: *[Signature]* Staff Engineer Date: 11.22.2023  
 Recommended for Approval By: *[Signature]* Administrative Engineer Date: 11.22.2023  
 Approved By: *[Signature]* City Engineer/Director of Public Works Date: 11/28/2023

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT  
 ENGINEERING DIVISION  
 5506 6th St  
 Beaumont, CA 92523  
 TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA  
 IMPROVEMENT PLANS FOR:  
 595 E 12TH STREET  
 PARCEL NO. 33681  
 TITLE SHEET

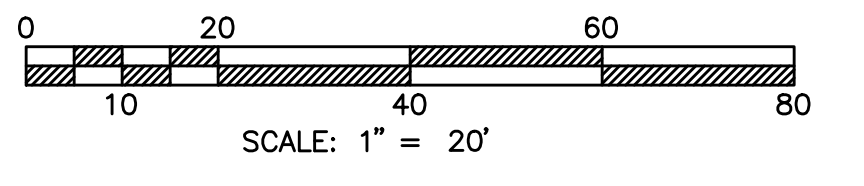
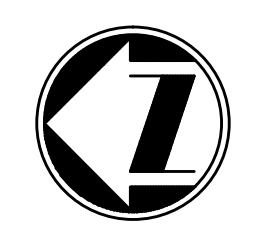
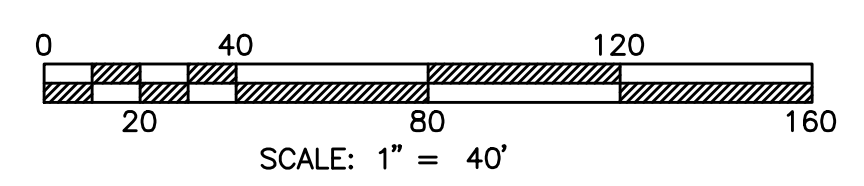
SHEET  
 1  
 OF 3 SHEETS  
 FILE NO.: 3478  
 PW2023-1005  
 Plot Date: 10/11/2023



- CONSTRUCTION NOTES**
- 1- CONSTRUCT 4" A.C. PAVEMENT OVER 6" MIN. AB CL. II.
  - 2- CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
  - 3- CONSTRUCT 6" SIDEWALK PER COUNTY OF RIVERSIDE STD. NO. 401
  - 4- CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STD. NO. 207 (W=18')
  - 5- CONSTRUCT UNDER SIDEWALK DRAIN PER COUNTY OF RIVERSIDE STD. NO. 310
  - 6- CONSTRUCT UNDER SIDEWALK DRAIN PER COUNTY OF RIVERSIDE STD. NO. 309 PER DETAIL HEREON
  - 7- GRIND EXISTING A.C. ± 2" AND NEW OVERLAY
  - 8- SAWCUT, REMOVE, AND REPLACE EXISTING PAVEMENT WITH FULL SECTION PAVEMENT PER DETAIL HEREON

**LINE TABLE**

LINE	DISTANCE	BEARING
L1	129.41'	N0°00'12"W
L2	26.00'	N89°59'36"W



**SHEET INDEX**

TITLE SHEET	1
ORANGE AVE. PLAN, PROFILE, SIGN & STRIPING	2
ORANGE AVE. CROSS SECTIONS	3



**BENCHMARK:**  
 AT THE NORTHWEST CORNER OF PENNSYLVANIA AVENUE AND 11TH STREET, 63 FEET WEST OF PENNSYLVANIA AVENUE, 22 FEET NORTH OF 11TH STREET, 4 FEET SOUTH OF POWER POLE NO. 19494 C.W.T., 1 FOOT SOUTH OF A BARB WIRE FENCE, 1 FOOT WEST OF A MARKER POST, A BRASS DISK IN THE TOP OF A CONCRETE POST AND MARKED C-2-2-65.  
 DATE: 1970  
 ELEV. 2635.813, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
		REVISIONS		

PLANS PREPARED BY:

**adkan ENGINEERS**  
 Civil Engineering • Surveying • Planning  
 6879 Airport Drive, Riverside, CA 92504  
 Tel: (951) 688-0241 • Fax: (951) 688-0599

DESIGNED BY: *Michael R. Brendecke* 10/11/2023  
 DATE

CHECKED BY: *Michael R. Brendecke*  
 DATE

SEAL: MICHAEL R. BRENDECKE, No. 83363, CIVIL ENGINEER, STATE OF CALIFORNIA

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT  
 ENGINEERING DIVISION

DESIGN BY: A.Y.  
 DRAWN BY: A.Y.  
 CHECKED BY: M.  
 SCALE:  
 AS NOTED  
 DATE: JULY 2023  
 JOB NUMBER: 10248



Reviewed By: *10248* Date: 11.22.2023  
 Start Engineer

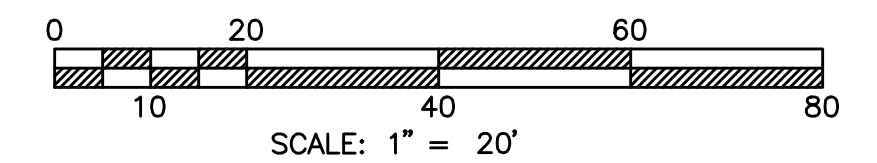
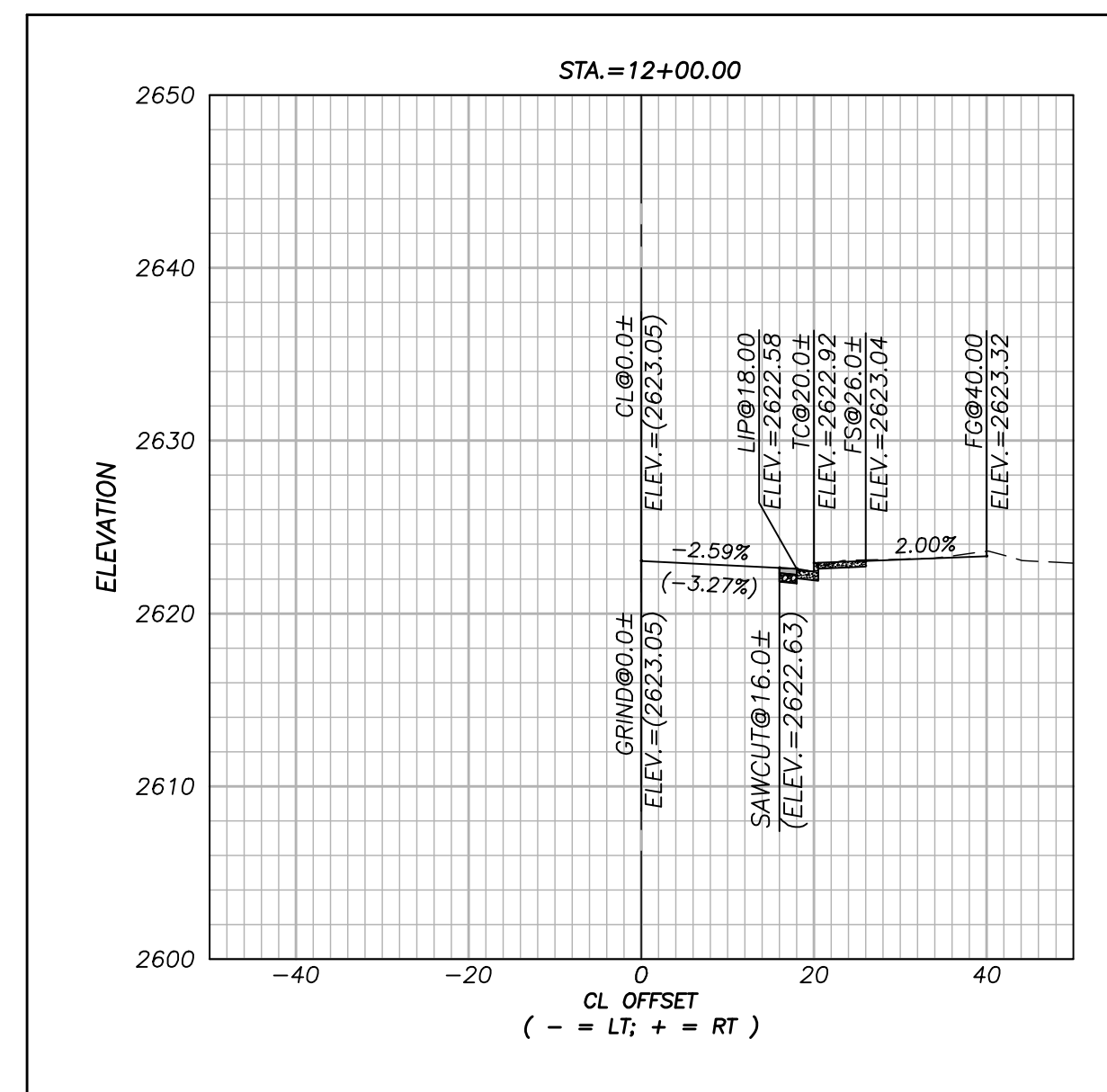
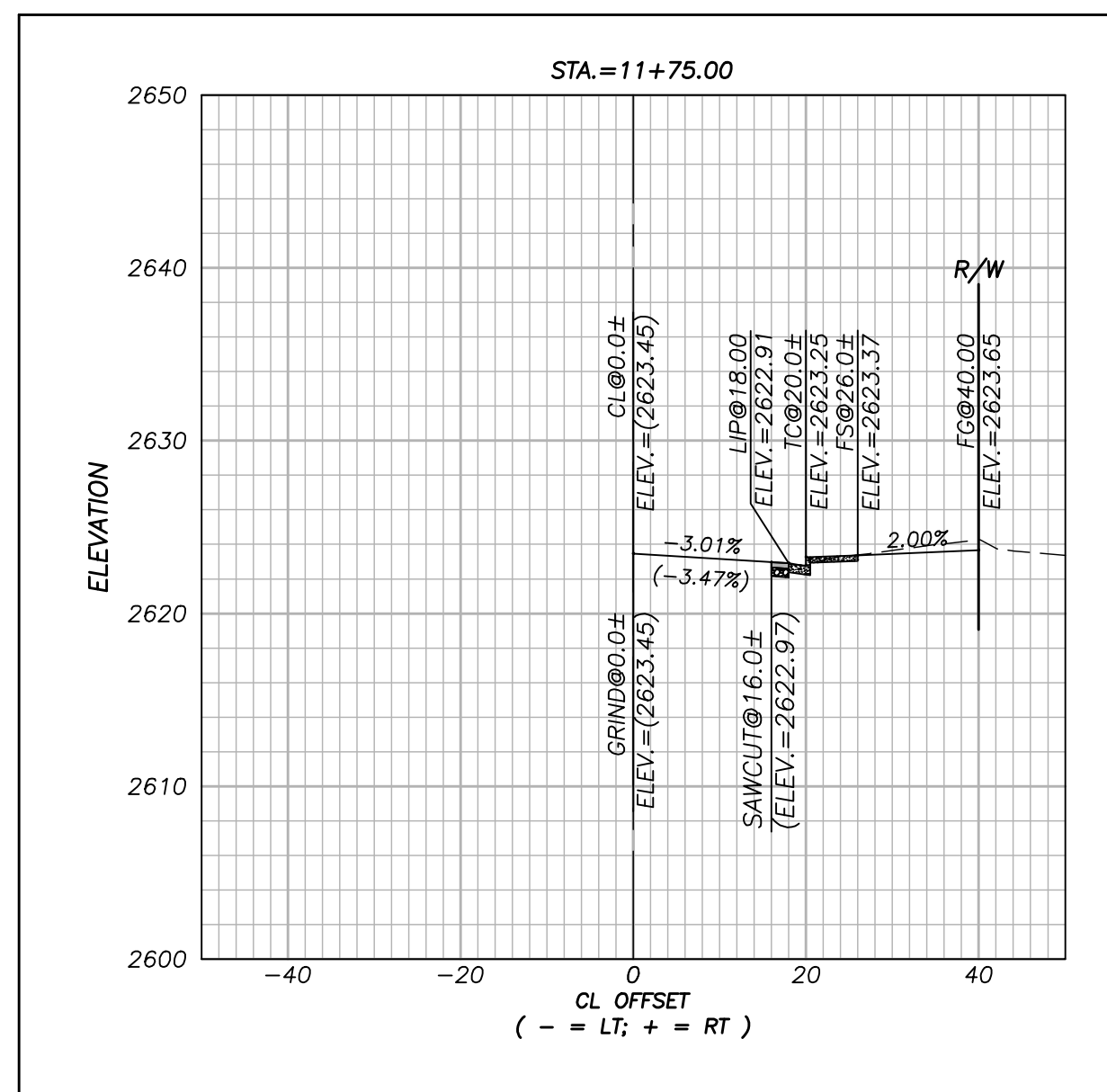
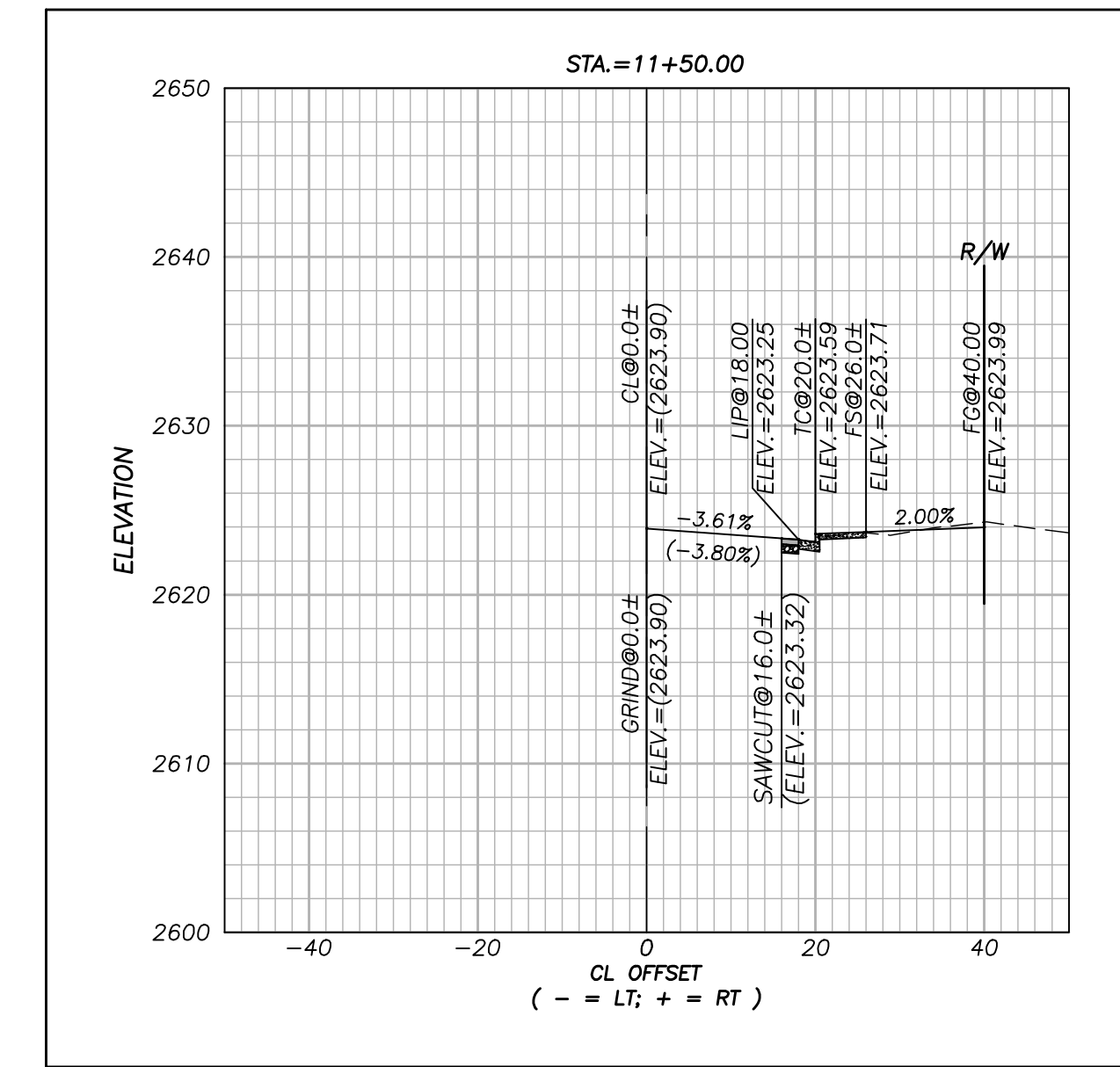
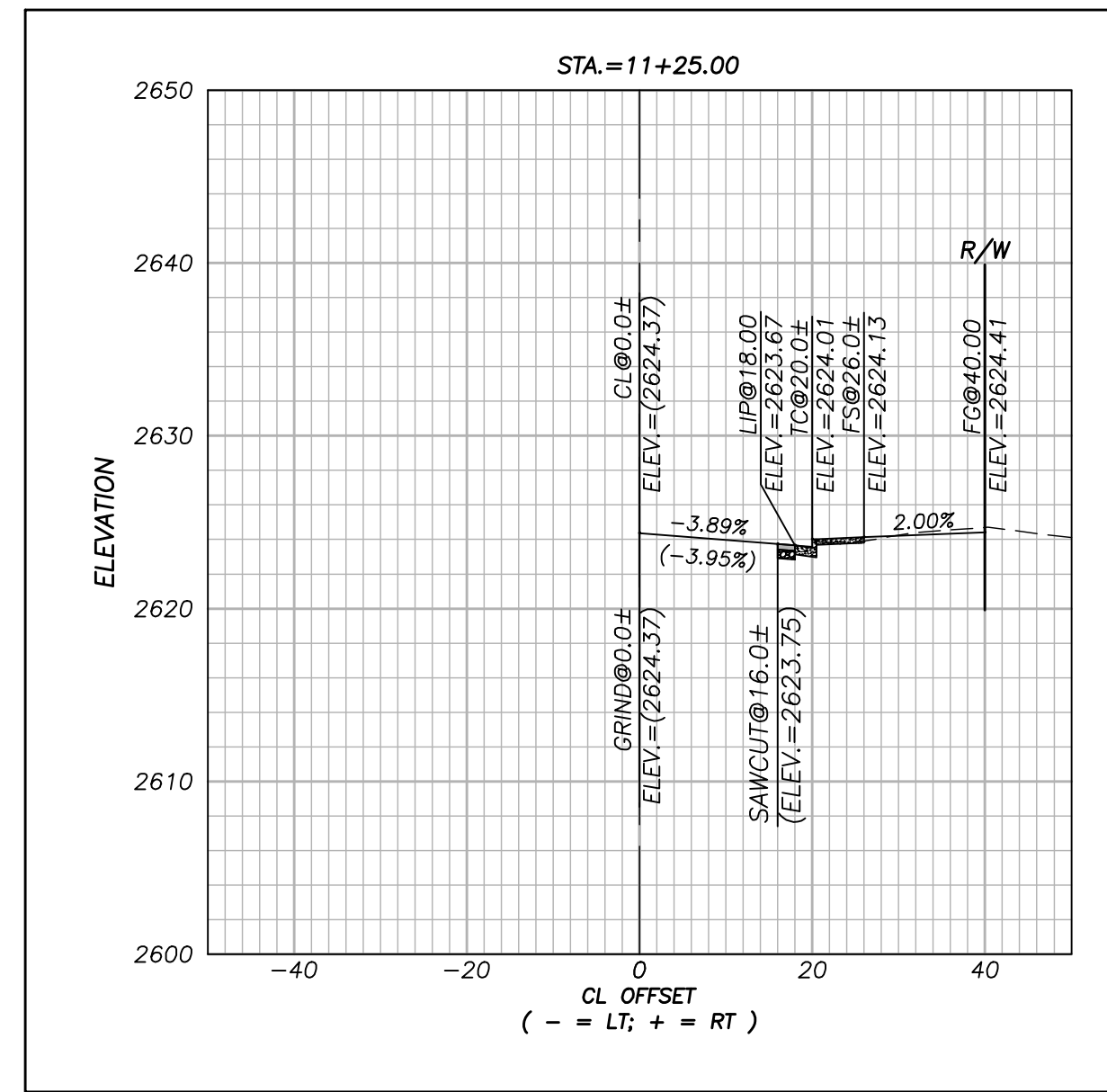
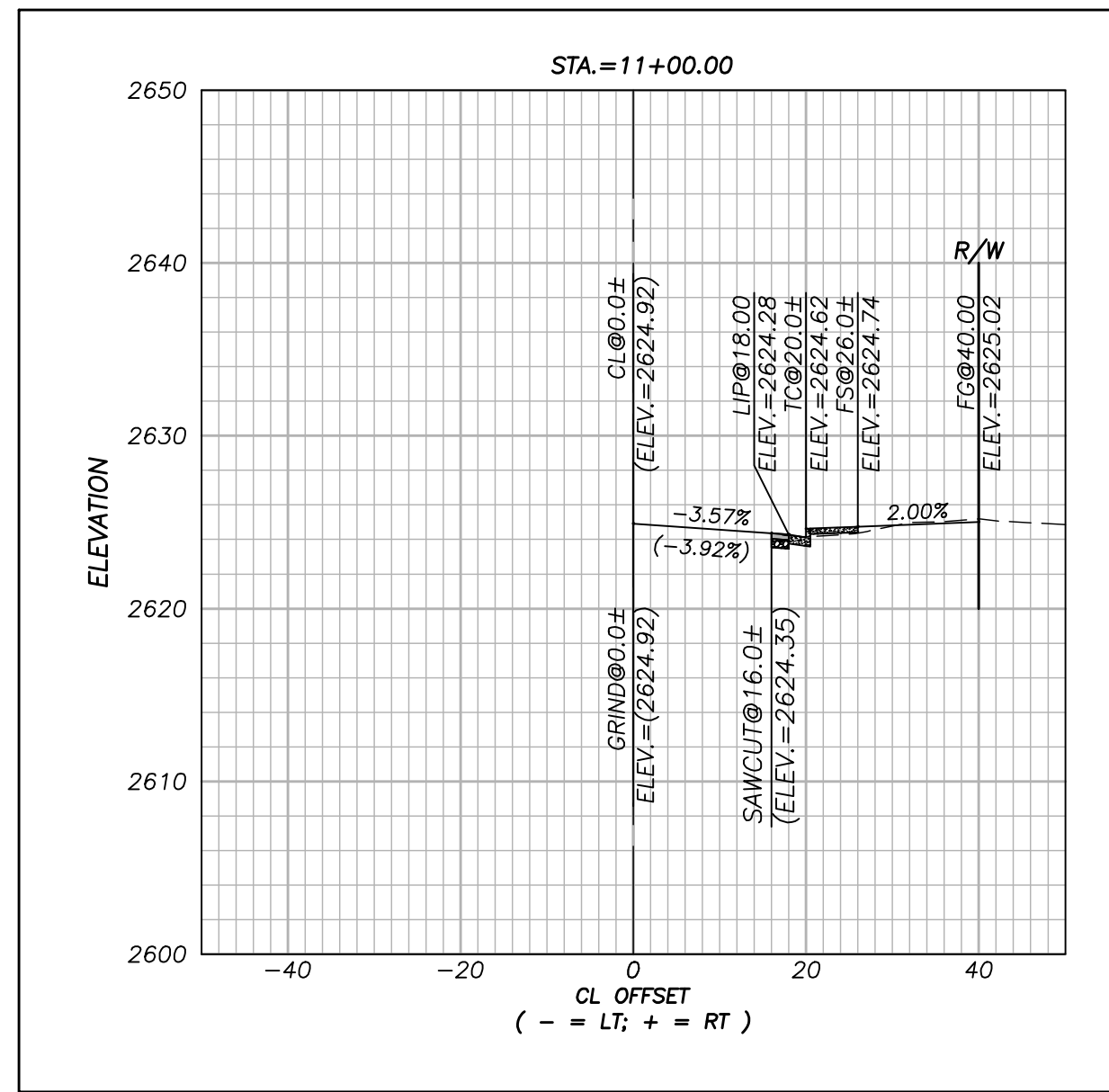
Recommended for Approval By: *10248* Date: 11.22.2023  
 Administrative Engineer

Approved By: *Patricia* Date: 11/28/2023  
 City Engineer/Director of Public Works

CITY OF BEAUMONT, CALIFORNIA  
 IMPROVEMENT PLANS FOR:  
 595 E 12TH STREET  
 PARCEL NO. 33681  
 ORANGE AVE. (10+81.51 TO 12+10.92)  
 PLAN, PROFILE, SIGN & STRIPING

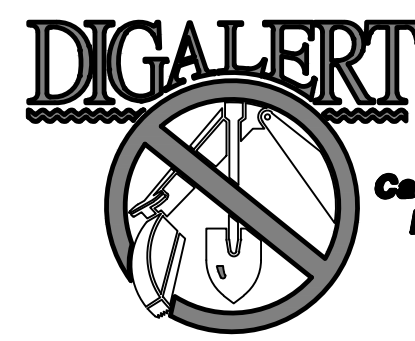
SHEET 2 OF 3 SHEETS  
 FILE NO: 3478  
 PW2023-1005  
 Plot Date: 10/11/2023

10/11/2023 10:24:49 AM ENGINEERING DIVISION 10248



**SHEET INDEX**

TITLE SHEET	1
ORANGE AVE. PLAN, PROFILE, SIGN & STRIPING	2
ORANGE AVE. CROSS SECTIONS	3

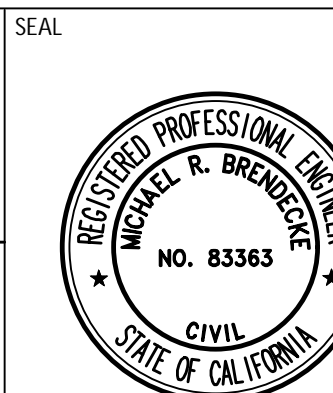


**BENCHMARK:**  
 AT THE NORTHWEST CORNER OF PENNSYLVANIA AVENUE AND 11TH STREET, 63 FEET WEST OF PENNSYLVANIA AVENUE, 22 FEET NORTH OF 11TH STREET, 4 FEET SOUTH OF POWER POLE NO. 19494 C.V.T., 1 FOOT SOUTH OF A BARB WIRE FENCE, 1 FOOT WEST OF A MARKER POST, A BRASS DISK IN THE TOP OF A CONCRETE POST AND MARKED C-2-2-65.  
 DATE: 1970  
 ELEV. 2635.813, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
		REVISIONS		CITY

PLANS PREPARED BY:  
**adkan ENGINEERS**  
 Civil Engineering • Surveying • Planning  
 6879 Airport Drive, Riverside, CA 92504  
 Tel:(951) 688-0241 • Fax:(951) 688-0599

DESIGNED BY: *Michael R. Brendecke* DATE: 10/11/2023  
 MICHAEL R. BRENDECKE  
 R.C.E. 83363 EXP. 3.31.24



DESIGN BY: A.Y.  
 DRAWN BY: A.Y.  
 CHECKED BY: M.  
 SCALE: AS NOTED  
 DATE: JULY 2023  
 JOB NUMBER: 10248



Reviewed By: *[Signature]* Date: 11.22.2023  
 Start Engineer  
 Recommended for Approval By: *[Signature]* Date: 11.22.2023  
 Administrative Engineer  
 Approved By: *[Signature]* Date: 11/28/2023  
 City Engineer/Director of Public Works  
 CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT  
 ENGINEERING DIVISION  
 550E 6th St  
 Beaumont, CA 92223  
 TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA  
 IMPROVEMENT PLANS FOR:  
 595 E 12TH STREET  
 PARCEL NO. 33681  
**ORANGE AVE. CROSS SECTIONS  
 11+00.00 TO 12+00.00**

**S H E E T**  
**3**  
 OF 3 SHEETS  
 FILE NO: 3478  
 PW2023-1005  
 Plot Date: 10/11/2023