

## City of Beaumont

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

Case No. PW2021-0757		
Receipt No. 201185153		
Fee \$ 3,484.43		
Date Paid 9/17/21		

#### BOND EXONERATION APPLICATION

Bond 7	Гуре: <b>▼</b> Performance	nce Final Monument Inspection	on Other:	
1.	Contact's Name Darren Bolton		Phone 951-704-	5503
2.	Contact's Address 4695 MacArthu			
5.	Contact's E-maildbolton@taylormo		tate/Zip	
3.	Developer Name Taylor Morrison (If corporation or partnership application	Par must include names of principal office	honers or partners)	
4.	Developer Address _4695 MacArthur Ct 8th			
5.	Description of Bonds (including I number, and description of impro 1001053558 PA1 Tr 27971-1	vements covered):		ot
6.	CERTIFICATION OF ACCUR to the best of my knowledge the in and exhibits are true, complete, an	nformation in this application and	: I hereby certi	fy that swers
	Daren Bolton		91-8-21	
	Print Name and Sign - Contact/A	pplicant		Date
	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.			
	Darren Bolton	100	1-8-21	
	Print Name and Sign – Contact/A	pplicant		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.

Darren Bolton	15	9-8-51
Print Name and Sign - Co	ontact/Applicant	Date



## **Punch List**

Project Name: Sewer Improvements Tract No. 27971-1

	PW2021-0757	Bond No. 1001053558	
Inspect	ed By: Jason Craghead	Page: 1 of 1	Date: 11/1/2022 (Updated 5/2/24)
ltem No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	M.H #1 through M.H #12, Drill ¾" Pick Hole in all M.H Lids in accordance with EMWD SB-53	Jason Craghead 5/28/24	Jason Craghead 5/30/24
2	Provide as-builts	Richard Godsey	Richard Godsey

Bond No.: 1001053558-M

#### MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and RSI Communities - California LLC (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated 12/05/2024 , and identified as TR 27971-1 Sewer Improvements is hereby referred to and made a part hereof; and:

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of twenty three thousand three hundred dollars (\$23,356.50) 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, provisions in the agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Beaumont, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

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

(Seal)  RSI Communities - California LLC  PRINCIPAL  By: Limberty Waft   Authorized  Signalin
(Name)
(Title)
(Address) 6440 Oak Canyon Ste. 200  Irvine, CA 92618  By:
(Name)
(Title) (Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

#### 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 Los Angeles	)	
On	arina Tapia, Notary Public	
	Here Insert Name and Title of the Officer	
Personally appeared Jennifer Ochs	() ()	
	Name(s) of Signer(s)	
the within instrument and acknowledged to me	evidence to be the person(s) whose name(s) is/are subscribed to e that he/she/they executed the same in his/her/their authorized (s) on the instrument the person(s), or the entity upon behalf of nent.	
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
MARINA TAPIA Notary Public - California	WITNESS my hand and official seal.	
Los Angeles County Commission # 2500058 My Comm. Expires Oct 7, 2028	Signature Merni Spic	
	Signature of Notary Public	
Place Notary Seal Above	OPTIONAL	
Though this section is optional, comple	ting this information can deter alteration of the document or	
•	ent of this form to an unintended document.	
Description of Attached Document		
Title or Type of Document	Document Date	
	s) Other Than Named Above	
Capacity(ies) Claimed by Signer(s) Signer's Name	Signer's Name	
Corporate Officer—Title(s)	Corporate Officer—Title(s) Partner Limited General	
Partner Limited General Individual Attorney in Fact	☐ Partner ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact	
Trustee Guardian or Conservator	Trustee Guardian or Conservator	
Other	Other	
Signer Is Representing	Signer Is Representing	



#### POWER OF ATTORNEY

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

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

Timothy Noonan, Janina Monroe, Jennifer Ochs, Charles R. Teter, III, B Aleman, D Garcia, Edward C Spector, KD Wapato, Erin Brown, Marina Tapia, Ethan Spector, Rachel A Mullen, Simone Gerhard, Sarah Campbell or Jaren Marx

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond Dollars (\_\*\*\$75,000,000.00\*\* ) \*\*\*\*\* Seventy Five Million and 00/100 \*\*\*\*\* penalty does not exceed

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

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

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

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

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

1st day of February 2024. PACTORS



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

Daniel P. Aguilar, Vice President

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

State of California County of Los Angeles

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

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

WITNESS my hand and official seal.

Signature

(seal)

D. LITTLEFIELD Notary Public - California Los Angeles County Commission # 2478570 My Comm. Expires Jan 31, 2028

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

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

visit tmhcc.com/surety for more information

Bond No.

10th

1001053558-M

Agency No.

19786 - PDF POA

sislant Secretary

HCCSMANPOA02/2024

#### **ACKNOWLEDGMENT**

A notary public or other officer completing this

Signature

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 Orange County of before me, Chris Carlaccini - Notary Public On December 12, 2024 (insert name and title of the officer) Kimberly Kraft personally appeared \_ 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. CHRIS CARLACCINI lotary Public - California WITNESS my hand and official seal. Orange County Commission # 2493568 Ay Comm. Expires Jun 30, 2028 (Seal)

Basic Gov (Sales Force) # 17-4191
File # 3111

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

(Tract Map/Parcel Map/Plot Plan No. 27971-1)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and RSI Communities - Heartland LLC, a Delaware limited liability company ("DEVELOPER").

#### RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971-1 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

#### **AGREEMENT**

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT
By Hay White
10/12/17 Date
DEVELOPER
By O
Date 8/14/17
Title: Darius Fatakia Vice President Land Development
Address: 680 NEWPORT CENTER DR., 3RD FIMR NEWPORT BEACH, CA 92660

Basic Gov (Sales Force) # 17-4191
File # 3111

Bond No.: 1001053558 Premium: \$3,503.00/2 yrs.

#### EXHIBIT "A"

#### PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities
Heartland LLC, a Delaware limited liability (hereinafter designated as "Principal") have entered into
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan,
dated August 2017, whereby Principal agrees to install and complete certain designated
public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971-1,
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 American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Two hundred thirty three thousand five hundred sixty five dollars (\$233,565) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

	•	ument has been duly executed by the Principal and Surety 20 17 .
PRINCIP.	AL:	SURETY:
	nunities - Heartland LLC e limited liability	American Contractors Indemnity Company
Ву	Ow	By But All
Title	Darius Fatakia	Title Beata A. Sensi, Attorney-in-Fact

Vice President Land Development

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

}

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

State of California

? <del></del>	•
County of Orange	}
On August 11, 2017 before me, _	Susan E. Morales, Notary Public
personally appeared Beata A. Sensi	
who proved to me on the basis of satisf name <del>(s)</del> is/ <del>are</del> subscribed to the within he/she/they executed the same in his/h	factory evidence to be the person <del>(s)</del> whose instrument and acknowledged to me that er/ <del>their</del> authorized capacity <del>(ies)</del> , and that by ent the person <del>(s)</del> , or the entity upon behalf of e instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.	SUSAN E. MORALES COMM. # 2101798 NOTARY PUBLIC - CALIFORNIA
Swan L. Mordas Notary Public Signature (No	ORANGE COUNTY My Comm. Expires March 28, 2019 a otary Public Seal)
•	•
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the
Perf & Pay Bond #1001053558	wording does not require the California notary to violate California notary law.
(Title or description of attached document)	State and County information must be the State and County where the document signature of the state and county where the document signature of the state and county where the document signature of the state and county where the document signature of the state and county where the document signature of the state and county where the document signature of the state and county where the document signature of the state and county where the document signature of the state and county where the document signature of the state and county where the document signature of the state and county where the document signature of the state and county where the document signature of the state and county where the document signature of the state and county where the document signature of the state and county where the document signature of the state and county where the state and county
American Contractors Indemnity Company	signer(s) personally appeared before the notary public for acknowledgment.  • Date of notarization must be the date that the signer(s) personally appeared which
(Title or description of attached document continued)	must also be the same date the acknowledgment is completed.  The notary public must print his or her name as it appears within his or her
Number of Pages 1 Document Date 8/11/17	commission followed by a comma and then your title (notary public).
	<ul> <li>Print the name(s) of document signer(s) who personally appear at the time of notarization.</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s)	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> </ul>
Corporate Officer (Title)	<ul> <li>The notary seal impression must be clear and photographically reproducible Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> </ul>
☐ Partner(s)	<ul> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> </ul>
☑ Attorney-in-Fact	Additional information is not required but could help to ensure this
☐ Trustee(s)	acknowledgment is not misused or attached to a different document.  Indicate title or type of attached document, number of pages and date.
☐ Other	Indicate the capacity claimed by the signer. If the claimed capacity is a

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

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

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

Bond No.: 1001053558

Premium included with
the Performanc Bond

#### EXHIBIT "B"

#### PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and
RSI Communities - Heartland LLC, a Delaware limited liability company (hereafter designated as "the Principal") have entered into
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan
dated August 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971-1, 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 Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Two hundred thirty three thousand five hundred sixty five dollars (\$233,565) , for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, this instrument has above named, on August 11th , 20 17	as been duly executed by the Principal and Surety
PRINCIPAL:	SURETY:
RSI Communities - Heartland LLC a Delaware limited liability	American Contractors Indemnity Company
Ву	By 12 11/15
Title Darius Fatakia Vice President Land Development	Title Beata A. Sensi, Attorney-in-Fact

## ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County of Orange	. }
On August 11, 2017 before me,	Susan E. Morales, Notary Public (Here insert name and title of the officer)
name <del>(s)</del> is/ <del>are</del> subscribed to the within he/she/they executed the same in his/h	factory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	rect. SUSAN E, MORALES
WITNESS my hand and official seal.  Susan & Morales (Notary Public Signature)	COMM. # 2101798 NOTARY PUBLIC - CALIFORNIA S ORANGE COUNTY My Comm. Expires March 28, 2019 otary Public Seal)
<b>*</b>	•
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT Perf & Pay Bond #1001053558	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)  American Contractors Indemnity Company (Title or description of attached document continued)  Number of Pages 1 Document Date 8/11/17	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they; is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> <li>The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> <li>Indicate title or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).</li> </ul>

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

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

#### POWER OF ATTORNEY

#### AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

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

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

Tout W. Roum, Shane won, Cathy S. Rennety of Beata A. Sensi of Orange, Camorina
its frue and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *******Fifty Million******* Dollars (\$ *50,000,000.00*).  This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:  **BeiResubed** that the President, any Vice-President, any Assistant Vice-President, any Secretary of any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to review that and on behalf of the Company subject to the following provisions:  **Attorney-in-Fact** may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Company as if signed by the President and sealed and effected by the Company as if signed by the President and sealed and effected by the Company to the Company with respect to any bond or undertaking to which it is attached.
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.  AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIAL TY INSURANCE COMPANY Corporate Seals  By:  Daniel P. Aguilar, Vice President  A notary public or other officer completing this certificate verifies only the identity of the individual who signed the
document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.  State of California County of Los Angeles SS:
On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
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.  SABINA MORGENSTEN  Commission # 2129258  Notary Public - Galifornia  Los Angeles County  My Comm. Expires Nov 3, 2019
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.  Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of Allfo 1 1 2017

To inquire about this hand inlease write to us at surety-hand-inquiry@har com

Kio Lo, Assistant Secretary

Corporate Seals

Agency No.

Bond No. 100 05

SF 17-40000 41191

## CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: DATE:	Tract 27971-1 Street, Storm Drain, and Sewer 13-Jul-17			
PP, CUP NO.:	BY:			, P.E.
IMPROVEMENTS		HFUL PERFORMANCE OR & MATERIALS SECURITY	100% 100%	wis n of all see see 110 110 110 110 110 110 110 110 110 1
	Con	struction Costs)		
Streets/Drainage	\$	786,740.19		
Sewer	\$	233,565.00		
Total	\$	1,020,305.19		
Warranty Retension (22.5%)	\$	229,568.67		
Street/Drainage Plan Check Fees =	\$	15,734.80		
Sewer Plan Check Fees =	\$	5,839.13		
Street Inspection Fees =	\$	23,602.21		
Sewer Inspection Fees =	\$	9,342.60		

#### 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 X include additional 20% for recordation prior to having signed plans

Engineer's Signature Date

NED J. ARAUJO , P.E.

Name typed or printed

Civil Engineer's Stamp

NO. 057835

#### FORM \$ UNIT COSTS REVISED 01/02/2017

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

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

Basic Gov (Sales Force) # 17-4191
File # 3111

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

(Tract Map/Parcel Map/Plot Plan No. 27971-1)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and RSI Communities - Heartland LLC, a Delaware limited liability company ("DEVELOPER").

#### RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971-1("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

#### **AGREEMENT**

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT	
By	
Mayor	
Date	
DEVELOPER	
Ву	
8/14/17	
Date	
Title: Darius Fatakia	
Vice President Land Developmen	
Address: 680 NEWPORT CENTER DR., 3"	FLOO
NEWPORT BEACH, CA 92660	

### CITY OF BEAUMONT, CALIFORNIA PUBLIC SEWER IMPROVEMENT PLANS TRACT NO. 27971-1 SITE LOCATION OAK VALLEY PROPOSED SEWER MAINS ARE PUBLIC BEAUMONT & TO BE MAINTAINED BY THE CITY. SAN TIMOTEO CREEK PORTIONS OF THOMAS BROS. PGS 689, 690, 719 AND 720 2006 EDITION TRACT NO. 27971-12 TRACT NO. 27971-7 TRACT NO. 27971-10 TRACT NO. 27971-9 TRACT NO. 27971 TRACT NO. 27971-6 TRACT/NO. 27971/9 JRACT NO. 27971 NEW APPROVED STREET NAME AREZZO **OLD STREET NAME** PRIVATE LOCAL STREET NOTE: SOUTH SIDE OR WEST SIDE NORTH SIDE OR EAST SIDE 56' P.U.E. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL LOCATION MAP COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT. NORMAL DECLARATION OF ENGINEER OF RECORD: I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE UTILITIES IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT (LOCATE FIRE HYDRANT IN ACCORDANCE WITH STANDARD 400 AND ORD. 546, SEC.901) PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN BEAUMONT CHERRY VALLEY WATER DISTRICT RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL 560 MAGNOLIA RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE BEAUMONT, CA 9222 951-845-9581 PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE ELECTRICITY S.C.E. LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY TRENCH. (ADJUST TRENCH TO AVOID CONFLICTS). PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW 287 TENNESSEE PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN REDLANDS, CA 92373 909-307-6770 JOINT UTILITIES OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF TRENCH. (ADJUST TRENCH TO AVOID MY DESIGN RESPONSIBILITY. 1980 ORANGETREE LANE SUITE 100 REDLANDS, CA 92374 909-748-6649 —see standard no. AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF 2.5' MINIMUM 1000 OR 1001 SOUTHERN CALIFORNIA GAS CO BEAUMONT, IT'S OFFICERS, IT'S AGENTS, AND IT'S EMPLOYEES FROM ANY AND ALL THE PRIVATE ENGINEER SIGNING THESE PLANS IS FOR RESIDENTIAL 1981 W. LUGONIA AVENUE LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING RESPONSIBLE FOR ASSURING THE ACCURACY AND LIGHTING DETAILS. REDLANDS, CA 92374 909-335-7581 FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS ACCEPTABILITY OF THE DESIGN HEREON. IN THE OVER FACILITIES EVENT OF DISCREPANCIES ARISING AFTER CITY EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS. CITY OF BEAUMONT APPROVAL OR DURING CONSTRUCTION, THE 550 E. 6TH STREET PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR COUNTY OF RIVERSIDE BEAUMONT, CA 92223 951-769-8520 DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY UNDERGROUND UTILITY LOCATIONS WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT STANDARD NO. 817 PERMIT AND/OR A GRADING PERMIT HAS NED ARAUJO RCE 57835 BEEN ISSUED. BASIS OF BEARINGS: △ REVISED SEWER ENCASEMENT DETAIL CF. 09/05/19 PREPARED BY: BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2. Stantec DESCRIPTION: Reviewed By: MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST DRAWN BY: HE BASIS OF COORDINATES FOR OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE JB/SW/MT

SEWER NOTES

- SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMMD'S) STANDARDS AND SPECIFICATIONS.
- 2. FORCE MAIN PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT).
- MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT.
- 4. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
- 5. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING
- MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR. 6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT
- THEIR PROJECTIONS TO THE MANHOLE CENTERLINE. 7. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN
- FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
- 8. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8, CALIFORNIA ADMINISTRATIVE CODE.
- ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND SB-159.
- 10. FORCE MAINS SHALL BE P.V.C. AND STEEL AS SHOWN ON DRAWINGS. 11. IN NO CASE SHALL THE EXISTING SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO
- FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM 12. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM TO CURRENT STANDARD AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
- 13. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
- 14. MAXIMUM VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10 FT/S AT DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2 FT/S AT DESIGN FLOW (MAX. DEPTHS: ½ FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"-0.1200, 10"-0.0850, 12"-0.0660, 15"-0.0500, 18"-0.0370, 21"-0.0300, 24"-0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES-0.0200, MAIN LINES: 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016
- *18"-0.0014. 21"-0.0012. 24"-0.0010.* . 15. SEWERS GREATER THAN 20' IN DEPTH SHALL BE C—900, DR—14 PVC PIPE, SEWERS LESS THAN 20' SHALL BE SDR—35 PVC PIPE.

AS-BUILT

**LEGEND ABBREVIATIONS** FINISH GRADE ---- TRACT BOUNDARY/ R/W FINISH SURFACE INVERT OF PIPE EXISTING SEWER C/L OR CL CENTERLINE PROPOSED 8" SEWER MAIN RIGHT-OF-WAY DUCTILE IRON PIPE PROPOSED 4" SEWER SERVICE SEWER MANHOLE STATION CLEAN OUT PUBLIC UTILITY & EMERGENCY PROPOSED WATER BY OTHERS VEHICLE ACCESS EASEMENT PROPOSED 8" OR 16" WATER PROPOSED WATER SERVICE N.T.S. NOT TO SCALE ELEV./EL. ELEVATION PROPOSED BACKFLOW PREVENTER MAXIMUM TYPICAL "WYE" STATION @ MAIN POINT OF CONNECTION STANDARD SPECIFICATIONS FOR SEWER LATERAL CALLOUT PUBLIC WORKS CONSTRUCTION SEWER CONSTRUCTION NOTE REFERENCE

THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.

## PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

- 1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR
- 2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES THEY HAVE CONCERNS WITH BEFORE STARTING WORK.
- 3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
- 4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

### APPLICANT/SUBDIVIDER:

WATER

RSI COMMUNITIES - HEARTLAND LLC 620 NEWPORT CENTER DRIVE, 12TH FLOOR NEWPORT BEACH, CA 92660 OFFICE: (949) 270-3636

## 24 HOUR EMERGENCY CONTACT

(CITY OF BEAUMONT MUST BE NOTIFIED OF CHANGES IN NAME, ADDRESS OR TELEPHONE NUMBER)

SITE SUPERINTENDENT - MIKE TURNER

LB/L — SUNCAL HEARTLAND, LLC 1250 CORONA POINT COURT/SUITE 210 CORONA, CALIFORNIA 92879

OFFICE: (951) 271-3807 FAX: (951) 271-3857

24 HOUR EMERGENCY CONTACT (951) 818-9130

## INDEX OF SHEETS:

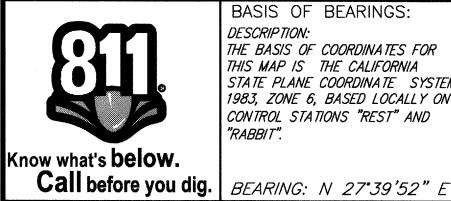
SHEET 1 - TITLE SHEET-LOCATION MAP-VICINITY MAP-SEWER NOTES SHEET 2 - CONSTRUCTION NOTES-QUANTITIES-TYPICAL SECTION-DETAIL

SHEET 3 - VANDERBILT WAY - 10+00.00 TO 17+74.63 LOT 8 EASEMENT - 10+00.00 TO 12+12.45

SHEET 4 - GOLDEN GATE WAY - 9+94.00 TO 16+04.58 TACOMA COURT - 10+06.00 TO 11+82.22 SHEET 5 - CUMBERLAND WAY - 9+94.00 TO 19+13.42

SHEET 6 - RALEIGH STREET - 10+06.54 TO 12+81.22

LOT 28 EASEMENT - 8+55.74 TO 11+02.57

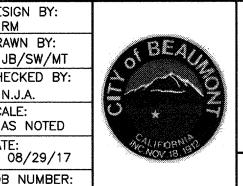


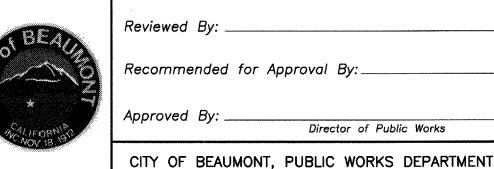
THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND

THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98: 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955

25864-f Business Center Drive Rediands, CA 92374 stantec.com DESCRIPTION NED ARAUJO R.C.E. 57835 REVISIONS







**ENGINEERING DIVISION** 

Recommended for Approval B Approved By: Director of Public Works

TITLE SHEET - LOCATION MAP VICINITY MAP - SEWER NOTES

CITY OF BEAUMONT, CALIFORNIA

DRAWING NAME: FILE NO.:

SHEET

of 6 SHEETS

Beaumont, CA 92223 FOR: RSI COMMUNITIES — HEARTLAND L.L.C. TEL: (951) 769-8520 FAX: (951) 769-8526 Plotted: Aug 29, 2017 - 3:03pm By: talmgren

