

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
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CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT or PARCEL NO. 38953

DATE OF AGREEMENT: <u>9/5/2024</u>		
NAME OF SUBDIVIDER: <u>Meritage Homes of California, Inc</u> , a <u>California Corporation</u> . (hereinafter referred to as "Subdivider").		
NAME/NUMBER OF DEVELOPMENT: <u>38953</u> subdivision consisting of <u>366</u> residential lots, originally approved on <u>9/22/23</u> , and Tentative Tract/Parcel _____ ("Tract/Parcel" or "Tentative Tract/Parcel Map"), originally approved on: _____.		
FINAL TRACT/PARCEL MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER _____ ("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>1,168,394.25</u> (see Exhibit "B")	EST. TOTAL COST OF PRIVATE IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF MONUMENTATION: \$ _____ (see Exhibit "B")
BOND NUMBERS: <u>SU1203633</u>		
LETTER OF CREDIT NUMBERS: _____		
FINANCIAL INSTITUTION: <u>Arch Insurance Company</u>		

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 Meritage Homes of California, Inc, a California 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) 1,168,394.25 and 00/100 DOLLARS (\$XXX,XXX.XX) 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) 1,168,394.25 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

which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Attn: City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

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.

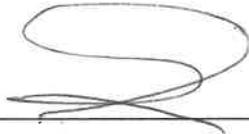
Subdivider:

Meritage Homes of California, Inc
a California Corporation

City:

CITY OF BEAUMONT
a Municipal Corporation

Signature: _____



Signature: _____


City Manager

Print Name: _____

Mike Emisell

ATTEST:


Deputy City Clerk

APPROVED AS TO FORM:


John Pinkney, City Attorney

APPROVED AS TO CONTENT:


Jeff Hart, Dir. Of Engineering/Public Works Director
Robert Vestal
9/17/24

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 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 Orange

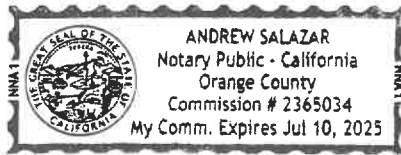
On September 05, 2024 before me, Andrew Salazar, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Nick Emsiek
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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

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: _____

Document Date: _____ 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: _____

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEAUMONT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TRACT NO. 31462-19, BEING A DIVISION OF PARCEL 5 OF PARCEL MAP NO. 38953, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE ABOVE PARCEL ANY AND ALL NATURAL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN AND ALL RIGHTS THEREIN, GEOTHERMAL STEAM, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM PROPERTY OTHER THAN THE LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS, TUNNELS OR SHAFTS, WITHOUT THE RIGHT TO DRILL, MINE, STORE OR EXCAVATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OR THE LAND AS RESERVED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP WHICH IS REGISTERED IN CALIFORNIA AS OVP, L.P., IN A GRANT DEED RECORDED NOVEMBER 14, 2003 AS [INSTRUMENT NO. 2003-899365 OF OFFICIAL RECORDS](#).

ANY AND ALL WATER, WATER RIGHTS OR INTERESTS THEREIN APPURTENANT OR RELATING TO THE LAND OR OWNED OR USED BY GRANTOR IN CONNECTION WITH OR WITH RESPECT TO THE LAND (NO MATTER HOW ACQUIRED BY GRANTOR), WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REMOVE AND RESTORE THE SAME FROM OR IN THE LAND OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, RIGHTS OR INTERESTS ON ANY OTHER PROPERTY OWNED BY OR LEASED BY GRANTOR, WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF THE LAND IN THE EXERCISE OF SUCH RIGHTS; PROVIDED, HOWEVER, ONLY IF AND TO THE EXTENT THAT SUCH RIGHTS ARE NOT USED BY GRANTEE IN ITS USE AND ENJOYMENT OF THE LAND AS RESERVED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP, WHICH IS REGISTERED IN CALIFORNIA AS OVP, L.P., IN A GRANT DEED RECORDED NOVEMBER 14, 2003 AS [INSTRUMENT NO. 2003-899365 OF OFFICIAL RECORDS](#).

PORTION OF [APN: 413-790-074](#)

Reviewed by
Sarah.Seitz
NV5 06/14/2024

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

No further comments
NV5
06/19/2024

PARCEL MAP OR TRACT NO.: BACKBONE ST. and S.D
DATE: 4-Jun-24

PP, CUP NO.: _____ BY: Meritage Homes

IMPROVEMENTS FAITHFUL PERFORMANCE 100%
LABOR & MATERIALS SECURITY 100%
(of Estimated Construction Costs)

Streets/Drainage	\$ 1,168,394.25
Sewer	\$ -
Total	\$ 1,168,394.25
Warranty Retention (10%)	\$ 116,839.43


Street/Drainage Plan Check Fees = _____
Sewer Plan Check Fees = _____
Street Inspection Fees = _____
Sewer Inspection Fees = _____

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

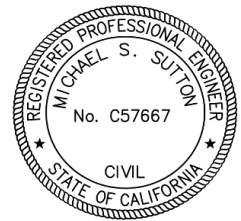
Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

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

4-Jun-24
Date



Michael Sutton
Name typed or printed

Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

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

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".
- Show Bond Amounts to the nearest \$500.
- 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: BACKBONE ST. and S.D

DATE: 4-Jun-24

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(xx sf)	\$ 15.00	\$ -
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	\$ 0.40	\$ -
	C.Y. (f - c)	(b.) Excavate and Export	\$ 1.10	\$ -
		(c.) Import and Fill	\$ 2.80	\$ -
		If balance, provide (a.) only, either cut or fill		
		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 acrua costs to assure that work will be corrected to eliminate hazardous conditions.)		
	S.F.	Grinding A.C. in place	\$ 1.00	\$ -
	S.F.	Remove A.C. Pavement	\$ 1.00	\$ -
	L.F.	Remove Curb and Gutter	\$ 6.00	\$ -
	L.F.	Remove A.C. Dike	\$ 3.00	\$ -
712	S.F.	Remove Sidewalk	\$ 3.00	\$ 2,136
150	L.F.	Sawcut & Remove Exist. A.C. Pavement	\$ 2.00	\$ 300
	S.F.	Cold Plane A.C. Pavement	\$ 1.00	\$ -
	E.A.	Relocate Mailbox	\$ 250.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: BACKBONE ST. and S.D

DATE: 4-Jun-24

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 2.50	\$ -
	EA.	Remove Barricade	\$ 200.00	\$ -
2,390	TON	Asphalt Concrete - 144 lbs/cu. Ft. (On-Site 99,597 SF @ 4" thickness Ft.)	\$ 90.00	\$ 215,100
2,152	C.Y.	Aggregate Base Class II (OnSite 99,597 SF @ 7" thickness Ft.)	\$ 50.00	\$ 107,600
4	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (On-Site 99,597 SF) apply at 0.05 + 0.03 = 0.08 gal/SY	\$ 600.00	\$ 2,160
387	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.)	\$ 1.00	\$ 387
	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ -
5,717	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	\$ 57,170
	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	\$ -
5,003	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 50,030
34,302	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 205,812
	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ -
16	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ 24,000
4,416	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 8.00	\$ 35,328
387	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ 1,548
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: BACKBONE ST. and S.D

DATE: 4-Jun-24

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
6	EA.	Street Name Sign	\$ 275.00	\$ 1,650
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 45.00	\$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 60.00	\$ -
333	L.F.	Barricades	\$ 28.00	\$ 9,324
2,500	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$ 10.00	\$ 25,000
	L.F.	Chain Link Fence (6')	\$ 12.00	\$ -
	L.F.	Remove Fence	\$ 4.00	\$ -
	EA.	Relocate Power Pole	\$ 10,000.00	\$ -
	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ -
48	EA.	Street Trees (15 gallon)	\$ 150.00	\$ 7,200
	L.S.	Landscape and Irrigation	\$ -	\$ -
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall (Std. 2')	\$ 5.50	\$ -
	EA.	A.C. Overside Drain	\$ 500.00	\$ -
	EA.	Under Sidewalk Drain Std. 309	\$ 2,000.00	\$ -
	EA.	Flat Outlet Drainage Structure Std. 303	\$ 500.00	\$ -
	EA.	Curb Outlet Drainage Structure Std. 308	\$ 500.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -
	EA.	"STOP" Pavement Marking	\$ 200.00	\$ -
	L.F.	Limit Line	\$ 2.00	\$ -
	EA.	R1 "STOP SIGN"	\$ 250.00	\$ -
	EA.	W53 "NOT A THROUGH STREET"	\$ 250.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: BACKBONE ST. and S.D

DATE: 4-Jun-24

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$ 75.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ -
722	L.F.	18" R.C.P.	\$ 60.00	\$ 43,320
650	L.F.	24" R.C.P.	\$ 70.00	\$ 45,500
134	L.F.	30" R.C.P.	\$ 80.00	\$ 10,720
222	L.F.	36" R.C.P.	\$ 90.00	\$ 19,980
25	L.F.	42" R.C.P.	\$ 100.00	\$ 2,500
438	L.F.	48 " RCP	\$ 110.00	\$ 48,180
	L.F.	54" RCP	\$ 135.00	\$ -
	L.F.	60" RCP	\$ 160.00	\$ -
	L.F.	72" RCP	\$ 200.00	\$ -
	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	\$ -
1	EA.	Concrete Collar	\$ 250.00	\$ 250
	EA.	Outlet Structure	\$ 10,000.00	\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: BACKBONE ST. and S.D

DATE: 4-Jun-24

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	\$ 4.00	\$ -
	LS	Signal & Lighting	\$ 100,000.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Subtotal: \$ -

A. Subtotal \$ 1,015,995

B. Contingency (15%) \$ 152,399

C. Streets/Drainage Total (A + B) \$ 1,168,394

PERFORMANCE BOND

Exhibit "C"

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated, 2024, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 38253, 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 Arch Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of one million one hundred sixty eight thousand three hundred ninety four dollars & twenty five cents dollars (\$ 1,168,394.25) 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 5th day of August, 2024.

(Seal)

(Seal)

Arch Insurance Company
SURETY

Meritage Homes of California, Inc.
PRINCIPAL

By: 

By: 

Name: Richard H. Mitchell

Name: Hilla Sferruzza

Title: Attorney-in-Fact, CA License No. 0H56218

Title: EVP + CFO

Address: Harborside 3, 210 Hudson Street, Suite 300

By: 

JERSEY CITY, NJ 07311 - 1107

Name: GLEN TULK

Title: SVP - LAND

Address: 18655 North Claret Drive,

Suite 400, Scottsdale, AZ 85255

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE ACKNOWLEDGEMENT

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 ARIZONA)SS
COUNTY OF MARICOPA)

On August 21, 2024 before me, Jeanne A. Malys, Notary Public, personally appeared

Hilla Sferruzza, Executive Vice President - Chief Financial Officer, Meritage Homes of California, Inc.
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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jeanne A. Malys



JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

ALL-PURPOSE ACKNOWLEDGEMENT

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 ARIZONA)SS
COUNTY OF MARICOPA)

On August 21, 2024 before me, Jeanne A. Malys, Notary Public, personally appeared Glen Tulk, Vice President - National Land Development of Meritage Homes of California, Inc., a California corporation 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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys



**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel and William M. Smith of Birmingham, AL (EACH) Robert M. Verdin of Metairie, LA R. E. Daniels and Shelby E. Daniels of Pensacola, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED. That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED. That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of February, 2024.

Attested and Certified

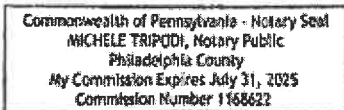
Signature of Regan A. Shulman, Secretary



Signature of Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Signature of Michele Tripodi, Notary Public

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 19, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 5 day of August, 2024.

Signature of Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Alabama

County of Jefferson

On August 5, 2024 before me, Tyler Joseph Tucker
Date Name and Title of Notary

personally appeared Richard H. Mitchell
Name and or Names 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 Tyler Joseph Tucker
Notary Public Signature

Place Notary Public Seal Above

My Commission Expires: 05/03/2026 OPTIONAL

Though the information below is not required by law, it may prove valuable to the 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 Name: _____

Individual
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Guardian or Conservator
 Attorney-in-Fact
 Trustee
 Other: _____
Signer is representing _____
Arch Insurance
Company



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



PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated September 5, 2024, 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 one million one hundred sixty eight thousand three hundred ninety four dollars & twenty five cents dollars (\$ 1,168,394.25), 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 5th day of August, 2024.

{Seal}

{Seal}

Arch Insurance Company
SURETY

Meritage Homes of California, Inc.
PRINCIPAL

By: 

By: 

Name: Richard H. Mitchell

Name: Glen Tuik

Title: Attorney-in-Fact, CA License No. 0H156218

Title: SVP - National Land Development

Address: Harborside 3, 210 Hudson Street, Suite 300

By: 

Jersey City, NJ 07311 - 1107

Name: Alison Sasser

Title: SVP - Chief Accounting Officer

Address: 5 Peters Canyon Rd., Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verified 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

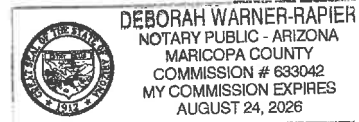
State of _Arizona)
County of _Maricopa) ss

On Oct 11 2024 before me, Deborah Warner-Rapier, Notary Public, personally appeared Alison Sasser, SVP-Chief Accounting Officer of Meritage Homes Corporation, 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 she executed the same in her authorized capacity, and that her signature on the instrument the person(s), or entity upon which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Deborah Warner-Rapier



Official Notarial Seal/Stamp

OPTIONAL SECTION – NOT PART OF NOTARY ACKNOWLEDGMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to complete the data below, doing so may prove invaluable to persons relying on the documents.

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

SIGNER IS REPRESENTING: _____
Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION – NOT PART OF NOTARY

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION – NOT PART OF NOTARY

TITLE OF TYPE OF DOCUMENT: _____

NUMBER OF PAGES: _____ DATE OF DOCUMENT: _____

SIGNER(S) OTHER THAN NAMED ABOVE: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Alabama

County of Jefferson



On August 5, 2024 before me, Tyler Joseph Tucker
Date Name and Title of Notary

personally appeared Richard H. Mitchell
Name and or Names 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 *Tyler Joseph Tucker*
Notary Public Signature

Please Notary Public Seal Above

My Commission Expires: 05/03/2026 OPTIONAL

Though the information below is not required by law, it may prove valuable to the 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 Name: _____

- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____
Arch Insurance
Company



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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Allsa B. Ferris, Anna Childress, Jeffrey M. Wilson, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel and William M. Smith of Birmingham, AL (EACH) Robert M. Verdin of Metairie, LA R. E. Daniels and Shelby E. Daniels of Pensacola, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of February, 2024.

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

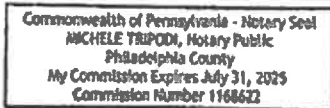


Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 19, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 5 day of August, 2024.

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company, except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

GENERAL NOTES

- THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGN MANUAL STANDARD DRAWINGS, RECENT EDITION, AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
- THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITIES SHOWN IN THE PLANS.
- CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF BEAUMONT. CONTACT (951) 769-8520. THE CITY MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
- ALL STATIONING REFERS TO THE CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
- STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE-CENTERLINE-INTERSECTION STATION.
- FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1-800-227-2600.
- ALL CROSS SECTIONS ARE TAKEN LOOKING UPSTREAM.
- ELEVATIONS AND LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE UNLESS OTHERWISE NOTED. ALL UTILITIES SHOWN ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
- OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6 INCHES OF CLASS "B" CONCRETE.
- PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
- PIPE BEDDING SHALL CONFORM TO R.C.F.C. & W.C.D. STD. DWG. M 815.
- V' IS THE DEPTH OF INLET AT THE CATCH BASINS MEASURED FROM THE TOP OF THE CURB TO THE INVERT OF CONNECTOR PIPE.
- ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND PER LATEST COUNTY STANDARD AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. FOR PAVEMENT OVERLAY, 0.10' MIN. FOR FULL LANE WIDTH IS REQUIRED.
- HYDRAULIC GRADE LINES SHOWN IN PROFILES ARE FOR 100 YEAR FREQUENCY FLOWS, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
- THE 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 DISTRICTS 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.
- THE 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.
- ALL PIPE LENGTHS ARE HORIZONTAL PROJECTIONS (NOT TRUE LENGTHS OF PIPE) AND ARE THE BASIS OF THE ESTIMATES OF QUANTITIES. THE CONTRACTOR SHALL DETERMINE THE TRUE QUANTITY OF PIPE REQUIRED FOR THIS PROJECT PRIOR TO PLACING THE ORDER.
- ALL ELEVATIONS SHOWN ARE TO THE INVERTS OF PIPE, EXCEPT WHERE OTHERWISE NOTED.
- AT THE DISCRETION OF THE ENGINEER AND THE CITY OF BEAUMONT, THE CONTRACTOR MAY BE REQUIRED TO VERIFY, BY POTHOLES, THE LOCATION OF POTENTIALLY AFFECTED UTILITIES.
- CONTRACTOR SHALL DISPOSE OF ALL EXCESS EXCAVATED MATERIAL AT MANDATORY DISPOSAL.
- ALL BACKFILL AND BEDDING AROUND STRUCTURES AND PIPES SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT RELATIVE COMPACTION EXCEPT WHERE SUCH MATERIAL IS PLACED UNDER EXISTING PAVED ROADWAYS. THE TOP 3 FEET, MEASURED FROM THE FINISH PAWING, SHALL BE COMPACTED TO 95 PERCENT RELATIVE COMPACTION.
- ALL SURVEY MONUMENTS SHALL BE REPLACED AS REQUIRED. MONUMENTS SHALL BE TIED OUT PRIOR TO CONSTRUCTION AND REPLACED UPON COMPLETION OF CONSTRUCTION.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR 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. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
- ALL UNDERGROUND FACILITIES WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, STORM DRAINS.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR 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.
- 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.
- ALL STORM DRAINS, CATCH BASINS, AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND DIRT, OIL, AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEE.
- DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.

NOTE:

- APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
- TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
- 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.
- THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHTS 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 THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

***RCP NOTES:**

- THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONCRETE PIPES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2" OVER THE REINFORCING WHEN THE DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE $f_c = 5,000$ PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND $f_c = 6,000$ PSI FOR VELOCITIES EXCEEDING 30 FPS.
- THE JOINTS FOR REINFORCED CONCRETE PIPES UNDER PRESSURE FLOW CONDITIONS SHALL BE WATERTIGHT IN CONFORMANCE WITH ASTM C443.

DECLARATION OF RESPONSIBLE CHARGE:

I HEREBY DECLARE THAT I AM THE ENGINEER OF RECORD FOR THIS PROJECT AND THAT THE DESIGN OF THE IMPROVEMENTS SHOWN ON THESE PLANS COMPLIES WITH ALL PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. I ASSUME FULL RESPONSIBILITY FOR ALL ASPECTS OF THE DESIGN OF THE IMPROVEMENTS. WITH RESPECT TO THE PLAN CHECK PERFORMED BY THE CITY OF BEAUMONT, I UNDERSTAND AND ACKNOWLEDGE THE FOLLOWING: (1) THE PLAN CHECK IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THE PLANS COMPLY WITH THE CITY'S STANDARDS, PROCEDURES, POLICIES, AND ORDINANCES; (2) THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS; AND, (3) THE PLAN CHECK DOES NOT RELIEVE ME OF MY LEGAL AND PROFESSIONAL RESPONSIBILITY FOR THE DESIGN OF THE IMPROVEMENTS. TO THE FULL EXTENT PERMITTED BY LAW, I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, AND AGENTS FROM ANY AND ALL ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITY, LOSS, DAMAGE, OR INJURY TO PROPERTY OR PERSONS, INCLUDING WRONGFUL DEATH, WHETHER IMPOSED BY A COURT OF LAW OR BY ADMINISTRATIVE ACTION OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY TO THE EXTENT ARISING OUT OF OR INCIDENT TO ANY NEGLIGENT ACTS, OMISSIONS, OR ERRORS BY THE ENGINEER OF RECORD, ITS EMPLOYEES, CONSULTANTS, OR AGENTS.

FIRM: KIMLEY HORN & ASSOCIATES, INC.
 ADDRESS: 3801 UNIVERSITY AVE. SUITE 300
 CITY, ST.: RIVERSIDE, CA 92501
 TELEPHONE: (760) 565-5146
 BY: MIKE SUTTON, R.C.E. NO.: C57667 DATE: 06/27/2024
 (NAME OF ENGINEER & RCE)

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

- 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 RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
- QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
- 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.

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEAUMONT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
 THE DESIGNATED REMAINDER PARCEL OF PARCEL MAP NO. 38090, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 254, PAGES 97 THROUGH 103, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID COUNTY.
 EXCEPTING THEREFROM THE ABOVE PARCEL ANY AND ALL NATURAL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN AND ALL RIGHTS THEREIN, GEOTHERMAL STEAM, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM PROPERTY OTHER THAN THE LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF; AND TO REDRILL, RETURNELL EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS, TUNNELS OR SHAFTS, WITHOUT THE RIGHT TO DRILL, MINE, STORE OR EXCAVATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OR THE LAND AS RESERVED BY OAK VALLEY PARTNERS, L.P. A TEXAS LIMITED PARTNERSHIP WHICH IS REGISTERED IN CALIFORNIA AS OVP, L.P., IN A GRANT DEED RECORDED NOVEMBER 14, 2003, AS INSTRUMENT NO. 2003-899365 OF OFFICIAL RECORDS.
 ANY AND ALL WATER, WATER RIGHTS OR INTERESTS THEREIN APPURTENANT OR RELATING TO THE LAND OR OWNED OR USED BY GRANOR IN CONNECTION WITH OR WITH RESPECT TO THE LAND (NO WATER HOW ACQUIRED BY GRANOR), WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE, LITTORAL, PERCOLATING, PREScriptive, ADJUDICATED, STATUTORY OR CONTRACTUAL, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REMOVE AND RESTORE THE SAME FROM OR IN THE LAND OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, RIGHTS OR INTERESTS ON ANY OTHER PROPERTY OWNED BY OR LEASED BY GRANOR, WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF THE LAND IN THE EXERCISE OF SUCH RIGHTS; PROVIDED, HOWEVER, ONLY IF AND TO THE EXTENT THAT SUCH RIGHTS ARE NOT USED BY GRANTEE IN ITS USE AND ENJOYMENT OF THE LAND AS RESERVED BY OAK VALLEY PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP, WHICH IS REGISTERED IN CALIFORNIA AS OVP, L.P., IN A GRANT DEED RECORDED NOVEMBER 14, 2003 AS INSTRUMENT NO. 2003-899365 OF OFFICIAL RECORDS.

APN: 413-790-010

**CITY OF BEAUMONT, CALIFORNIA
 STORM DRAIN IMPROVEMENT PLANS
 BACKBONE - FAIRWAY CANYON 4C
 LINE "D", LINE "D-1", LINE "D-2", LINE "D-3", LINE "D-4",
 LINE "D-5", LINE "D-6", LINE "D-7", LINE "D-8", LINE "D-9",
 LINE "E", LINE "E-1", & LINE "I"**

SEE SHEET NO. 2
 FOR INDEX MAP

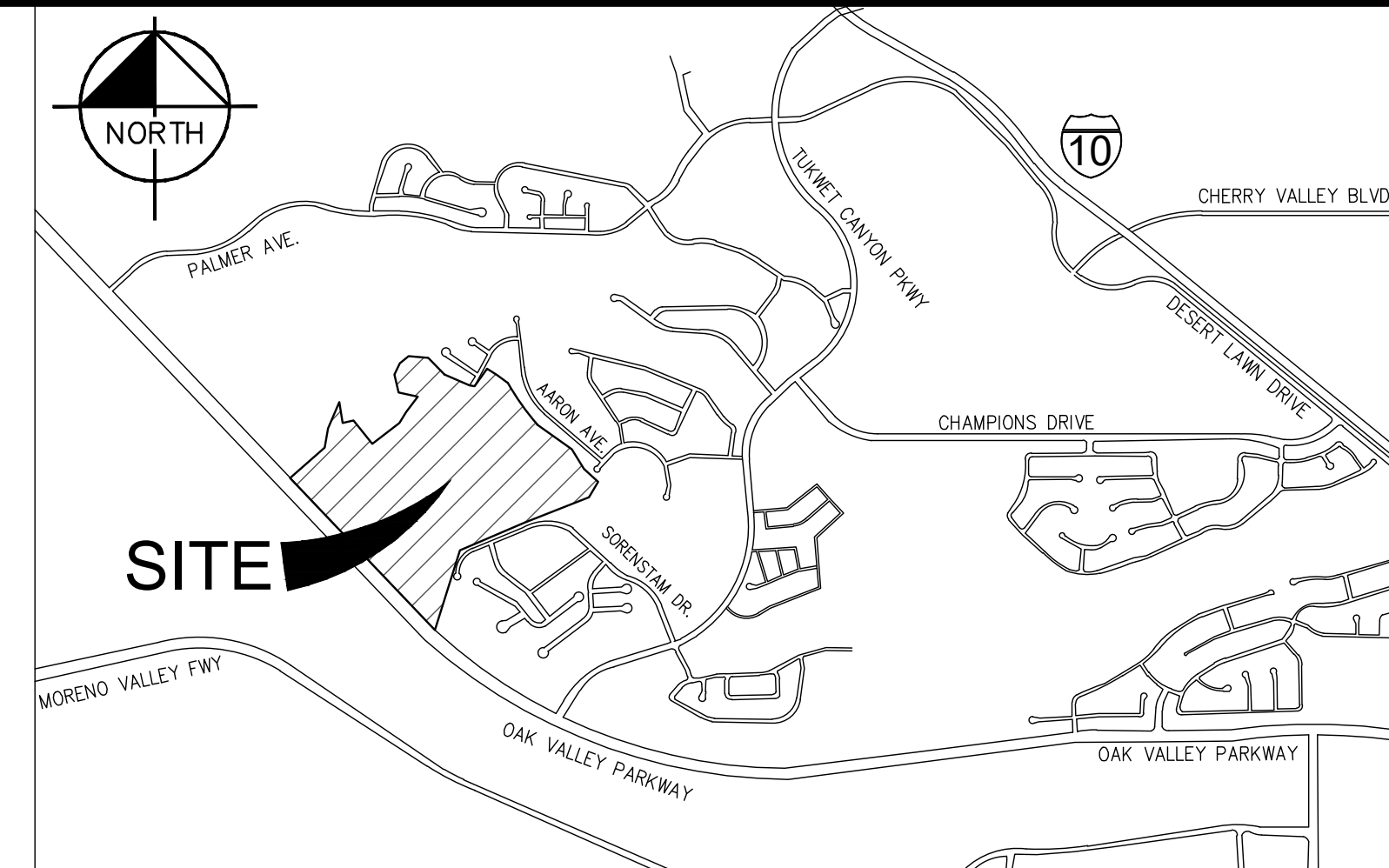
CONSTRUCTION NOTES

- CONSTRUCT 18" RCP (SEE PROFILE FOR D-LOAD). 722 LF
- CONSTRUCT 24" RCP (SEE PROFILE FOR D-LOAD). 650 LF
- CONSTRUCT 30" RCP (SEE PROFILE FOR D-LOAD). 134 LF
- CONSTRUCT 36" RCP (SEE PROFILE FOR D-LOAD). 222 LF
- CONSTRUCT 42" RCP (SEE PROFILE FOR D-LOAD). 25 LF
- CONSTRUCT 48" RCP (SEE PROFILE FOR D-LOAD). 438 LF
- CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251 3 EA
- CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254 5 EA
- CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803. 1 EA
- CONSTRUCT CURB INLET CATCH BASIN AND LOCAL DEPRESSION PER COUNTY OF RIVERSIDE STD. NO. 300 (W & V PER PLAN). 9 EA
- CONSTRUCT MANHOLE NO. 2 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH252. 2 EA
- CONSTRUCT TRANSITION STRUCTURE NO. 3 PER R.C.F.C. & W.C.D. STD. DWG. NO. TS303. 1 EA
- CONSTRUCT TEMPORARY SEDIMENT BASIN PER DETAIL ON SHEET 2. 1 EA
- CONSTRUCT 24" RISER W/ HOOD & TRASH RACK W/4" ORIFICES, 4 ORIFICES PER ROW, 4 ROWS. 1ST ROW 1" ABOVE BASIN BOTTOM. SPACED ROWS 6" APART. 1 EA

QUANTITIES

STORM DRAIN NOTES

- THE CONTRACTOR SHALL CONSTRUCT THE FLOOD CONTROL IMPROVEMENTS SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S (DISTRICT) M.O.U. STANDARD SPECIFICATIONS DATED MARCH 2020 AND DISTRICT STANDARD DRAWINGS. FOR THE LATEST STANDARD DRAWINGS, PLEASE REFER TO THE "ENGINEERING TOOLS" PAGE FOUND ON THE "BUSINESS" SECTION OF THE DISTRICT'S WEBSITE.
- CONTACT THE ENCROACHMENT PERMIT ENGINEER AT 951.955.1266 IF AN ENCROACHMENT PERMIT IS REQUIRED FROM THE DISTRICT. AFTER THE PERMIT IS ISSUED, THE DISTRICT MUST BE NOTIFIED ONE (1) WEEK PRIOR TO CONSTRUCTION.
- CONTACT CONSTRUCTION MANAGEMENT AT 951.955.1288 IF CONSTRUCTION INSPECTION WILL BE PERFORMED BY THE DISTRICT. THE DISTRICT MUST BE NOTIFIED TWENTY (20) DAYS PRIOR TO CONSTRUCTION.
- ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
- STATIONING FOR LATERALS AND CONNECTOR PIPES REFER TO THE CENTERLINE INTERSECTION STATIONS.
- FORTY-EIGHT (48) HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT AT 1.800.227.2600.
- ALL ELEVATIONS SHOWN ARE IN FEET AND DECIMALS THEREOF BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD 88).
- ALL COORDINATES ARE SHOWN IN FEET AND DECIMALS THEREOF BASED ON THE NORTH AMERICAN DATUM (NAD 83), CALIFORNIA COORDINATE SYSTEM (CCS), ZONE 6 AND EPOCH _____.
- ALL CROSS SECTIONS ARE TAKEN LOOKING DOWNSTREAM.
- ELEVATIONS OF UTILITIES ARE APPROXIMATE UNLESS OTHERWISE NOTED.
- UNLESS OTHERWISE SPECIFIED, MINIMUM STREET RECONSTRUCTION SHALL BE 4" TYPE "A" HOT MIX ASPHALT OVER 6" CLASS 2 AGGREGATE BASE OR AS SPECIFIED BY THE ENGINEER.
- OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6" OF CLASS "B" CONCRETE.
- PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
- PIPE BEDDING SHALL CONFORM TO DISTRICT STANDARD DRAWING NO. M815.
- BH-1 INDICATES SOIL BORING LOCATIONS BASED ON THE SOILS REPORT DATED _____. LOCATIONS SHOWN ARE APPROXIMATE.
- V' IS THE DEPTH OF CATCH BASINS MEASURED FROM THE TOP OF CURB TO INVERT OF CONNECTOR PIPE. CATCH BASINS SHALL BE LOCATED SO THAT LOCAL DEPRESSION SHALL BEGIN AT EXISTING CURB RETURN JOINT, UNLESS OTHERWISE SPECIFIED.
- ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS AND OTHER EXISTING IMPROVEMENTS ARE TO BE RECONSTRUCTED IN KIND AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED.
- STANDARD DRAWINGS CALLED FOR ON THE PLAN AND PROFILE SHALL CONFORM TO DISTRICT STANDARD DRAWINGS UNLESS NOTED OTHERWISE.
- THE CONTRACTOR IS REQUIRED TO CALL ALL UTILITY AGENCIES REGARDING TEMPORARY SHORING AND SUPPORT REQUIREMENTS FOR THE VARIOUS UTILITY LINES SHOWN ON THESE PLANS.
- DURING ROUGH GRADING OPERATIONS AND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE CONTROL SHOULD BE PROVIDED TO PREVENT PONDING WATER AND DAMAGE TO ADJACENT PROPERTIES.
- APPROVAL OF THESE PLANS BY DISTRICT DOES NOT RELIEVE THE DEVELOPER'S ENGINEER OF RESPONSIBILITY FOR THE ENGINEERING DESIGN. IF FIELD CHANGES ARE REQUIRED, IT WILL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER TO MAKE THE NECESSARY CORRECTIONS.
- THE CONTRACTOR OR DEVELOPER SHALL SECURE ALL REQUIRED ENCROACHMENT AND/OR STATE AND FEDERAL REGULATORY PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK.
- THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONCRETE PIPES AND STRUCTURES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2" OVER THE REINFORCING STEEL AND INCREASED TO A MINIMUM OF 3 1/2" OVER REINFORCING STEEL FOR BOX CULVERT. WHEN DESIGN VELOCITIES EXCEED 20' PER SECOND, THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE $f_c = 5,000$ PSI FOR VELOCITIES EXCEEDING 20' PER SECOND AND $f_c = 6,000$ PSI FOR VELOCITIES EXCEEDING 30' PER SECOND.
- CONSTRUCTION JOINTS FOR CALTRANS STANDARD REINFORCED CONCRETE BOX SHALL BE PLACED ACCORDING TO DISTRICT STANDARD DRAWING NO. BOX 401.
- ROCK FOR ACCESS ROADS, TURN AROUND'S AND OTHER AREAS WITHIN DISTRICT RIGHT OF WAY AS SHOWN ON THE PROJECT DRAWINGS AND AS DIRECTED BY THE ENGINEER SHALL MEET THE REQUIREMENTS FOR 1" X NO. 4 COARSE AGGREGATE AS PER SECTION 90-1.02(4)(B) OF THE CALTRANS SPECIFICATIONS. X VALUES FOR ROCK GRADATION SHALL BE 75 AND 15 FOR 3/4" AND 3/8" RESPECTIVELY. ROCK SHALL ADDITIONALLY MEET THE SPREADING AND COMPACTION REQUIREMENTS OF SECTIONS 26-1.03D AND 26-1.03E OF THE CALTRANS SPECIFICATIONS. FURTHERMORE, ROCK DEPTH SHALL NOT EXCEED 3" AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER. ROCK SHALL NOT CONTAIN RECYCLED CONCRETE PRODUCTS.



VICINITY MAP
 NOT TO SCALE

ENGINEER

KIMLEY HORN & ASSOCIATES, INC.
 3801 UNIVERSITY AVE. SUITE 300
 RIVERSIDE, CA 92501
 ATTN: MICHAEL SUTTON
 PHONE: (760) 565-5146
 EMAIL: MIKE.SUTTON@KIMLEY-HORN.COM

OWNER/DEVELOPER

MERITAGE HOMES OF CALIFORNIA,
 A CALIFORNIA CORPORATION
 5 PETERS CANYON ROAD, SUITE 310
 IRVINE, CA 92606
 ATTN: JOHANNA CROOKER
 PHONE: (408) 772-1774

ABBREVIATIONS

C/L	CENTERLINE
C/PCP	CAST IN PLACE CONCRETE PIPE
CB	CATCH BASIN
GB	GRADE BREAK
EX/EXIST	EXISTING
FG	FINISH GRADE
FS	FINISHED SURFACE
FL	FLOWLINE
INV	INVERT OF PIPE
LP	LOW POINT
HP	HIGH POINT
HGL	HYDRAULIC GRADE LINE
INV	INVERT
CL	CENTERLINE
R/W	RIGHT-OF-WAY
LAT	LATERAL
STA	STATION
PROP	PROPOSED
PUE	PUBLIC UTILITY EASEMENT
L	LENGTH
N.T.S.	NOT TO SCALE
CMP	CORRUGATED METAL PIPE
ELEV.	ELEVATION
MIN.	MINIMUM
MAX.	MAXIMUM
PRC	POINT OF REVERSE CURVE
PCC	POINT OF COMPOUND CURVE
PROP	PROPOSED
RCP	REINFORCED CONC. PIPE
SS	SEWER
SWR	SEWER
SD	STORM DRAIN
TYP.	TYPICAL
TC	TOP OF CURB
TOP	TOP OF PIPE
W	WATER

LEGEND

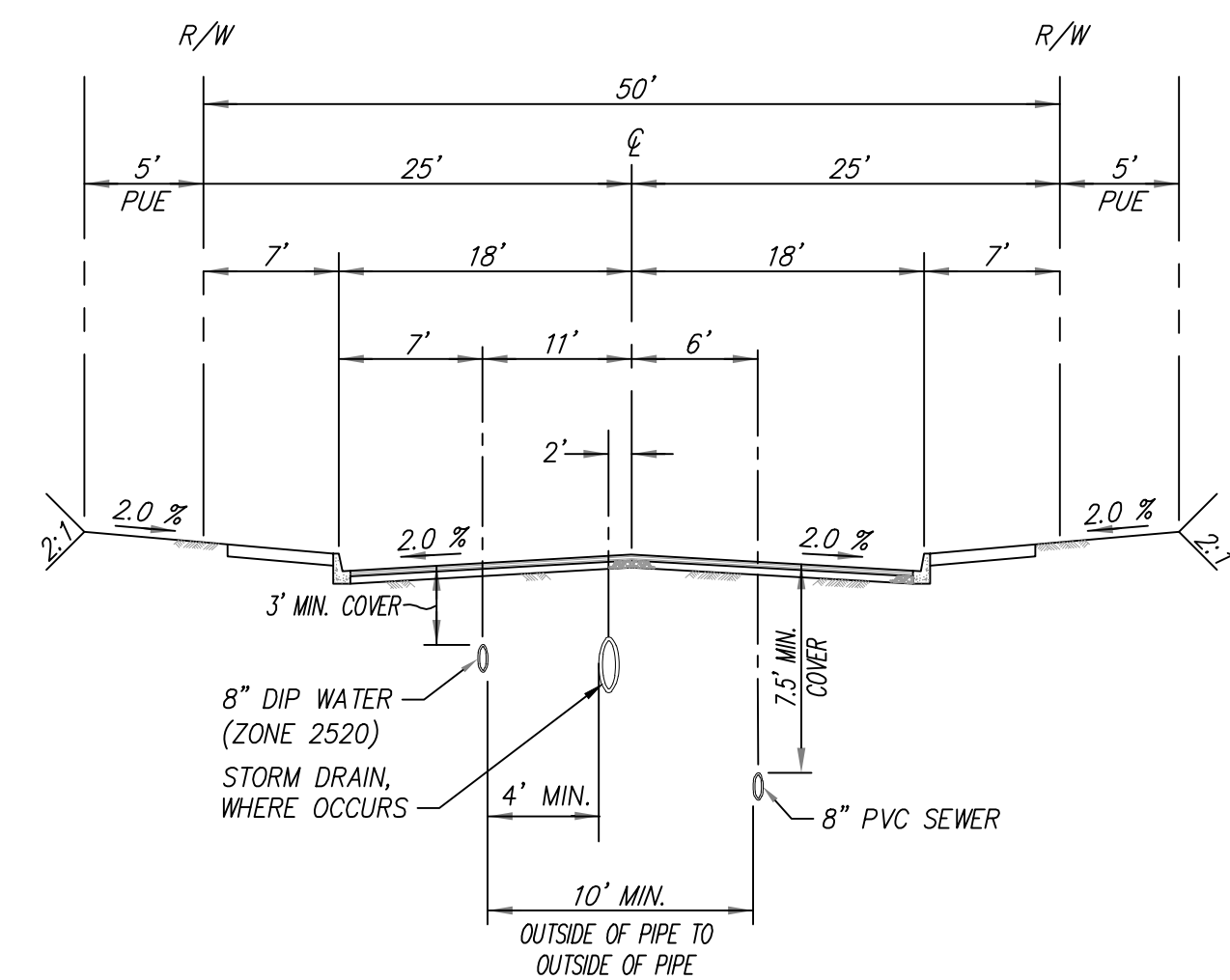
TRACT BOUNDARY	_____
RIGHT OF WAY	-----
CENTERLINE	_____
EXIST. RIGHT OF WAY	-----
PROP. STORM DRAIN	=====
EX. STORM DRAIN	=====
PROP. STORM STRUCTURE	☐
PROP. CATCH BASIN	☐
EXIST. ELEV. (1217.58) INV	1217.58 INV
PROP. ELEV. 1217.58 INV	1217.58 INV

ASSESSOR'S PARCEL NO.

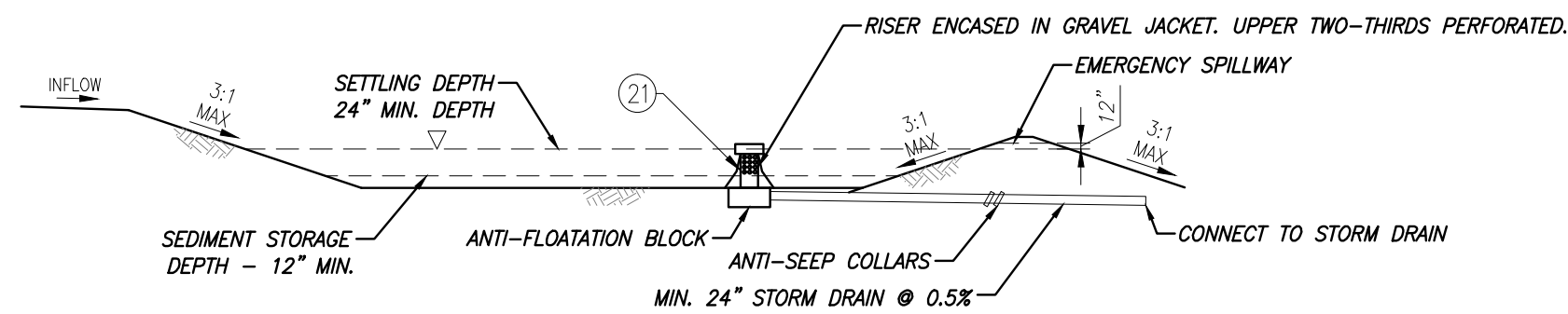
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SHEET LIST TABLE	
SHEET NO.	SHEET TITLE
1	TITLE SHEET
2	INDEX SHEET
3	STORM DRAIN LINE D
4	STORM DRAIN LINE D
5	STORM DRAIN LINE D
6	STORM DRAIN LINE E
7	STORM DRAIN LINE I

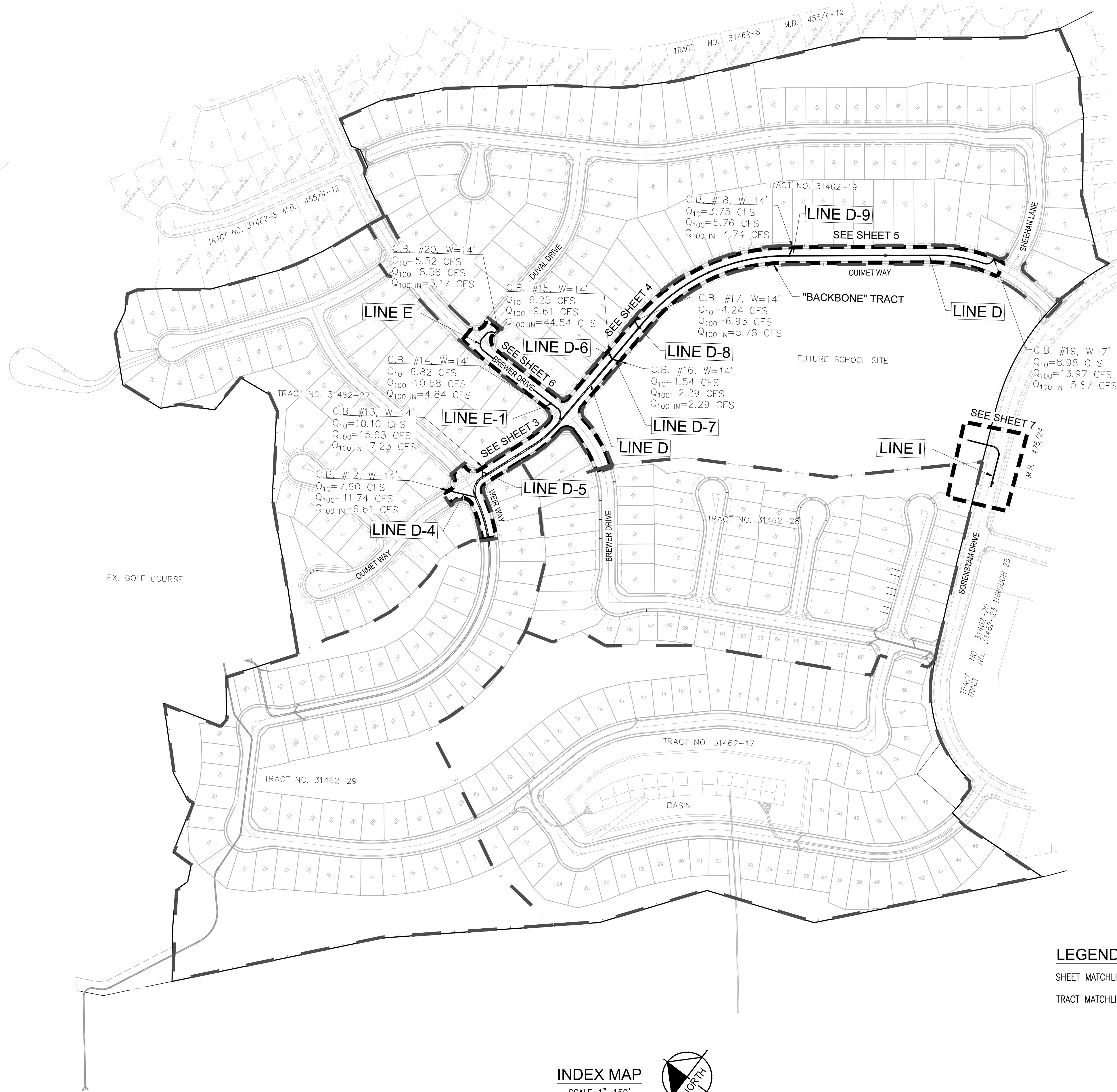
	BASIS OF BEARINGS: DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT". BEARING: N 27°39'52" E	BENCHMARK: USGS - MONUMENT "REST" BENCHMARK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DR. ACROSS THE DRIVE CENTERLINE 24.9 FT. SOUTHWEST OF THE SOUTHWEST EDGE OF THE SOUTHEAST BOUND LANES OF INTERSTATE HIGHWAY 10 88 DATUM ELEV. = 2494.16	 © 2019 KIMLEY-HORN AND ASSOCIATES, INC. 3801 UNIVERSITY AVE. SUITE 300, RIVERSIDE, CA 92501 PHONE: 951-543-9666 MIKE S. SUTTON R.C.E. NO.: C57667 06/27/2024 DATE		DESIGN BY: RS DRAWN BY: RS CHECKED BY: MS SCALE: AS SHOWN DATE: 06/27/2024 JOB NUMBER: 195261012	REVIEWED BY: STAFF ENGINEER DATE: 08/07/24 RECOMMENDED FOR APPROVAL BY: DATE: 08/07/24 APPROVED BY: CITY ENGINEER DATE: 08/27/2024	CITY OF BEAUMONT, CALIFORNIA STORM DRAIN IMPROVEMENT PLANS FOR: BACKBONE - FAIRWAY CANYON 4C TITLE SHEET	S H E E T 1 OF 7 SHEETS FILE NO: 3493
	FOR: MERITAGE HOMES			PW2024-0019				



TYPICAL STREET SECTION
NTS

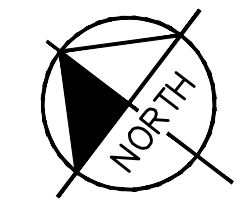


TEMPORARY SEDIMENT BASIN
NTS



LEGEND
 SHEET MATCHLINE - - - - -
 TRACT MATCHLINE

INDEX MAP
 SCALE 1"=150'

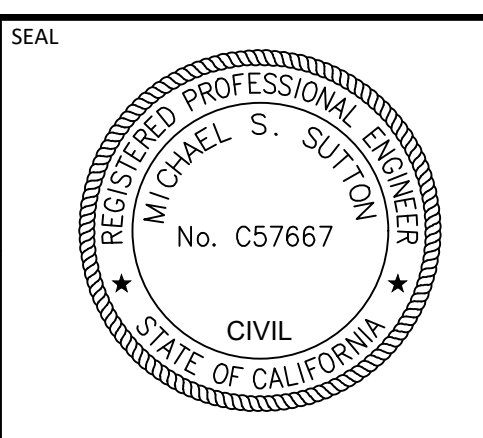


BASIS OF BEARINGS:
 DESCRIPTION:
 THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
 BEARING: N 27°39'52" E

BENCHMARK:
 USGS - MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DR. ACROSS THE DRIVE CENTERLINE 24.9 FT. SOUTHWEST OF THE SOUTHWEST EDGE OF THE SOUTHEAST BOUND LANES OF INTERSTATE HIGHWAY 10 88 DATUM
 ELEV. = 2494.16

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

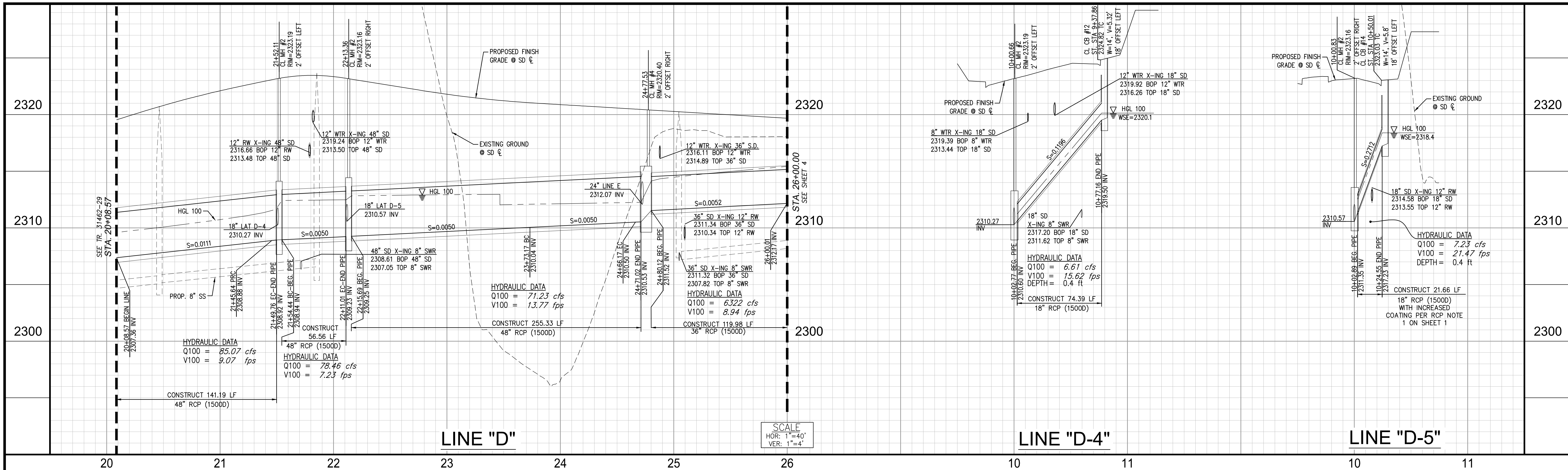
Kimley»Horn
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 3801 UNIVERSITY AVE., SUITE 300, RIVERSIDE, CA 92501
 PHONE: 951-543-9868
 MIKE S. SUTTON
 R.C.E. NO. C57667
 06/27/2024
 DATE



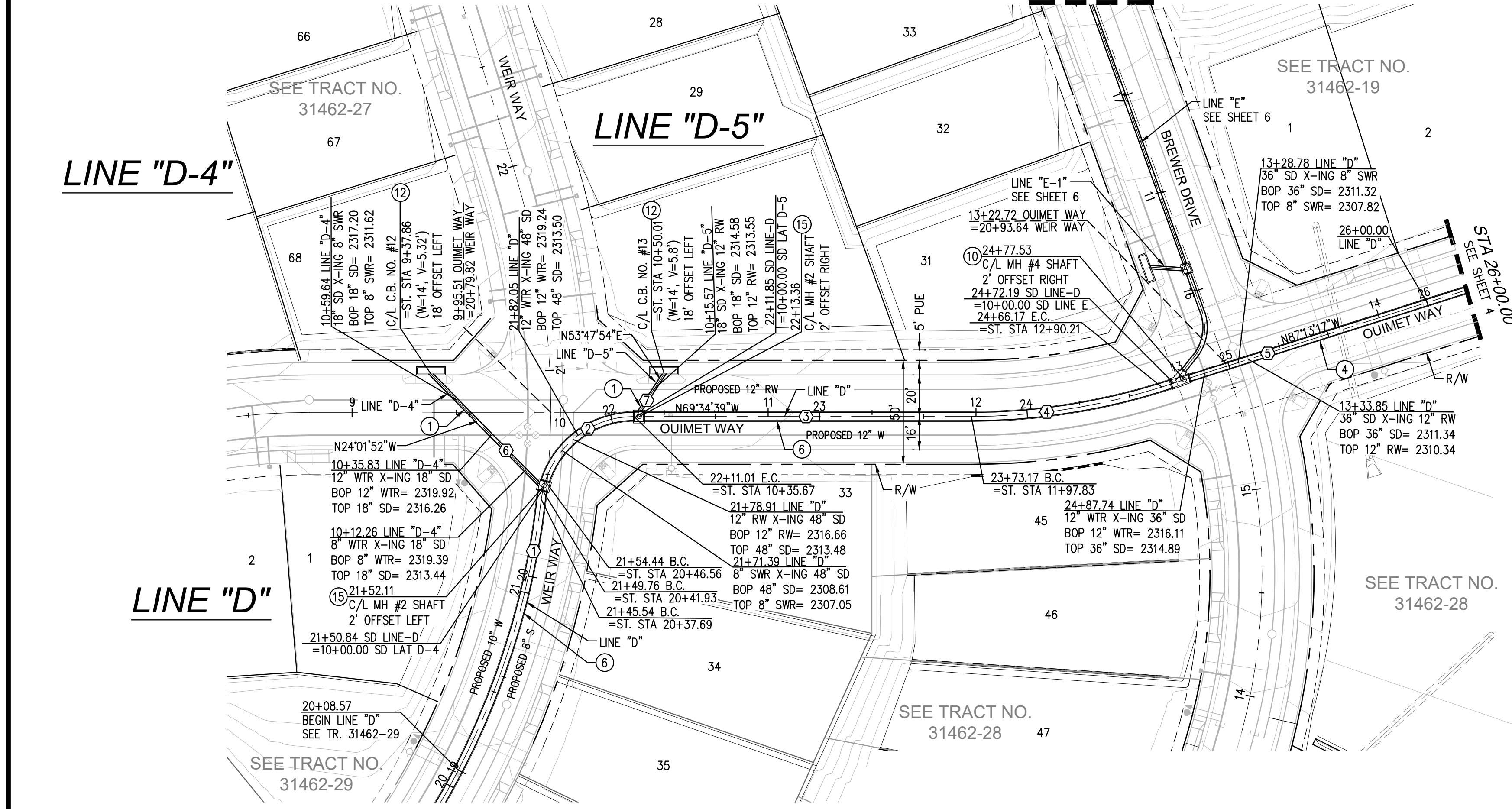
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 JOB NUMBER: 195261012
 REVIEWED BY: [Signature] DATE: 08/07/24
 STAFF ENGINEER
 RECOMMENDED FOR APPROVAL BY: [Signature] DATE: 08/07/24
 APPROVED BY: [Signature] DATE: 08/27/2024
 CITY ENGINEER
 CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
 STORM DRAIN IMPROVEMENT PLANS FOR:
 BACKBONE - FAIRWAY CANYON 4C
 INDEX & DETAILS SHEET
 FOR: MERITAGE HOMES

SHEET
 2
 OF 7 SHEETS
 FILE NO:
 3493
 PW2024-0019



20 21 22 23 24 25 26 10 11 10 11



CONSTRUCTION NOTES

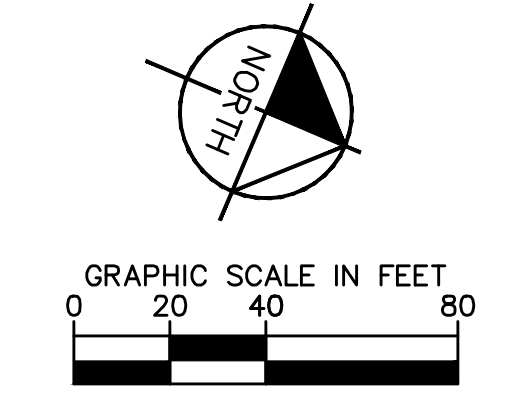
- CONSTRUCT 18" RCP (SEE PROFILE FOR D-LOAD).
- CONSTRUCT 36" RCP (SEE PROFILE FOR D-LOAD).
- CONSTRUCT 48" RCP (SEE PROFILE FOR D-LOAD).
- CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254
- CONSTRUCT CURB INLET CATCH BASIN AND LOCAL DEPRESSION PER COUNTY OF RIVERSIDE STD. NO. 300 (W & V PER PLAN).
- CONSTRUCT MANHOLE NO. 2 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH252.

DATA

#	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	Δ=20° 45' 41"	378.00'	136.97'	69.24'
2	Δ=83° 21' 22"	45.00'	65.47'	40.06'
3	S 69° 34' 39" E	-	162.16'	-
4	Δ=17° 38' 38"	302.00'	93.00'	46.87'
5	S 87° 13' 17" E	-	133.83'	-
6	N 24° 01' 52" W	-	77.16'	-
7	N 53° 47' 54" E	-	24.55'	-

MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE	MAIN LINE	LATERAL LEFT				LATERAL RIGHT				D ₁	D ₂		
		NAME	A	B	C	L	NAME	A	B			C	L
M.H. #2	21+50.84	LINE D	LAT D-4	58°57'39"	1.5'	3.55'	4.16'					48"	48"
M.H. #2	22+11.85	LINE D	LAT D-4	56°37'27"	1.5'	3.69'	4.16'					48"	48"
M.H. #4	24+72.19	LINE D	LINE E	34°16'48"	1.5'	8.04'	8.72'					48"	36"

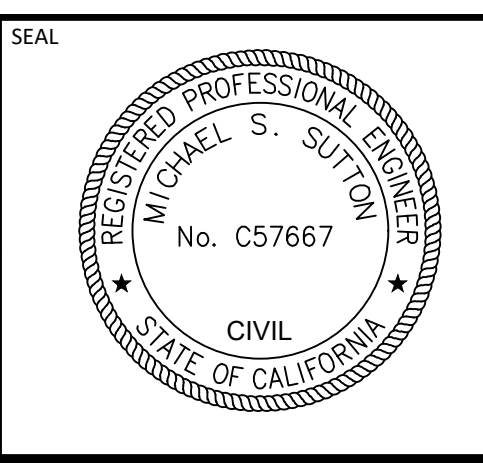


BASIS OF BEARINGS:
 DESCRIPTION:
 THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
 BEARING: N 27°39'52" E

BENCHMARK:
 USGS - MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DR. ACROSS THE DRIVE CENTERLINE 24.9 FT. SOUTHWEST OF THE SOUTHWEST EDGE OF THE SOUTHEAST BOUND LANES OF INTERSTATE HIGHWAY 10 88' DATUM
 ELEV. = 2494.16

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

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 PHONE: 951-543-9668
 MIKE S. SUTTON
 R.C.F.C. NO. C57667
 06/27/2024



DESIGN BY: RS
 DRAWN BY: RS
 CHECKED BY: MS
 SCALE: AS SHOWN
 DATE: 06/27/2024
 JOB NUMBER: 195261012

REVIEWED BY: [Signature] DATE: 08/07/24
 STAFF ENGINEER

RECOMMENDED FOR APPROVAL BY: [Signature] DATE: 08/07/24
 CITY ENGINEER

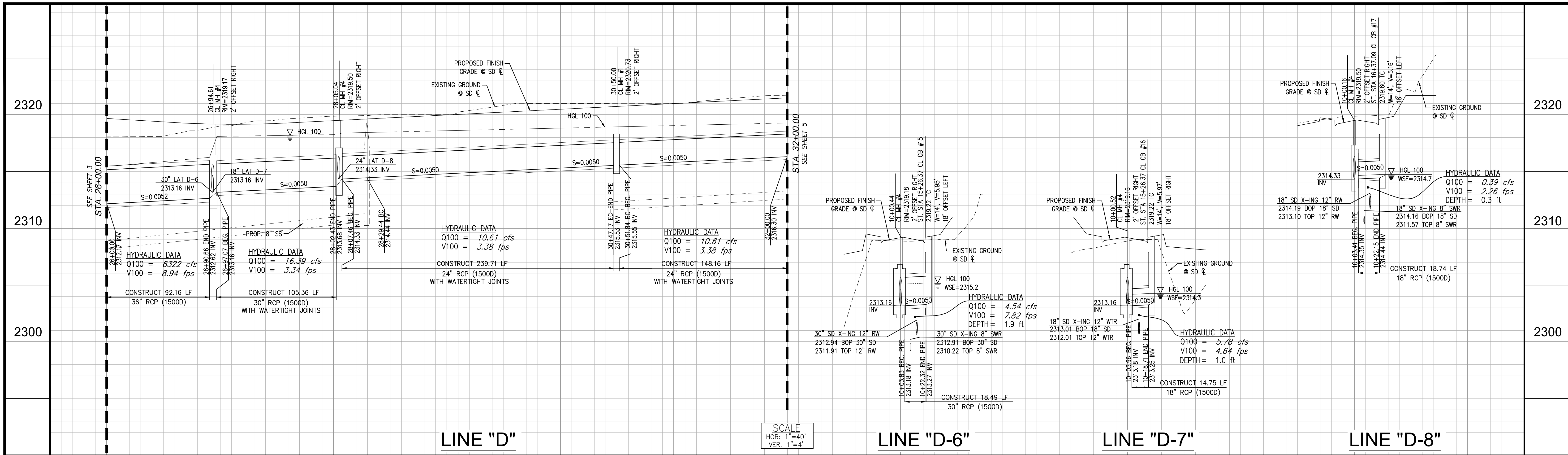
APPROVED BY: [Signature] DATE: 08/27/2024
 CITY ENGINEER

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

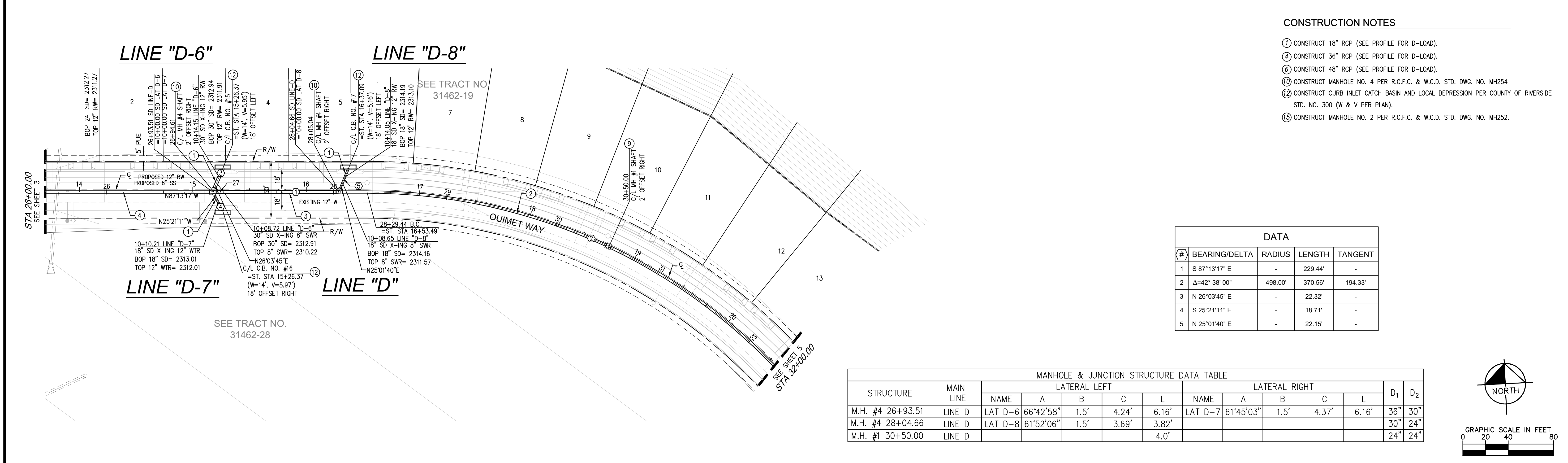
CITY OF BEAUMONT, CALIFORNIA
 STORM DRAIN IMPROVEMENT PLANS FOR:
 BACKBONE - FAIRWAY CANYON 4C
LINE "D", LINE "D-4", & LINE "D-5"

FOR: MERITAGE HOMES

SHEET
 3
 OF 7 SHEETS
 FILE NO: 3493
 PW2024-0019



26 27 28 29 30 31 32 10 11 10 11 10 11



- CONSTRUCTION NOTES**
- ① CONSTRUCT 18" RCP (SEE PROFILE FOR D-LOAD).
 - ④ CONSTRUCT 36" RCP (SEE PROFILE FOR D-LOAD).
 - ⑥ CONSTRUCT 48" RCP (SEE PROFILE FOR D-LOAD).
 - ⑩ CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254
 - ⑫ CONSTRUCT CURB INLET CATCH BASIN AND LOCAL DEPRESSION PER COUNTY OF RIVERSIDE STD. NO. 300 (W & V PER PLAN).
 - ⑮ CONSTRUCT MANHOLE NO. 2 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH252.

DATA				
#	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	S 87°13'17" E	-	229.44'	-
2	Δ=42° 38' 00"	498.00'	370.56'	194.33'
3	N 26°03'45" E	-	22.32'	-
4	S 25°21'11" E	-	18.71'	-
5	N 25°01'40" E	-	22.15'	-

STRUCTURE	MAIN LINE	MANHOLE & JUNCTION STRUCTURE DATA TABLE											
		LATERAL LEFT				LATERAL RIGHT				D ₁	D ₂		
		NAME	A	B	C	L	NAME	A	B			C	L
M.H. #4 26+93.51	LINE D	LAT D-6	66°42'58"	1.5'	4.24'	6.16'	LAT D-7	61°45'03"	1.5'	4.37'	6.16'	36"	30"
M.H. #4 28+04.66	LINE D	LAT D-8	61°52'06"	1.5'	3.69'	3.82'						30"	24"
M.H. #1 30+50.00	LINE D					4.0'						24"	24"

Call 2 Working Days Before You Dig! 811

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
USGS - MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DR. ACROSS THE DRIVE CENTERLINE 24.9 FT. SOUTHWEST OF THE SOUTHWEST EDGE OF THE SOUTHEAST BOUND LANES OF INTERSTATE HIGHWAY 10 88 DATUM
ELEV. = 2494.16

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PHONE: 951-543-9868

06/27/2024
DATE

DESIGN BY: RS
DRAWN BY: RS
CHECKED BY: MS
SCALE: AS SHOWN
DATE: 06/27/2024
JOB NUMBER: 195261012

REVIEWED BY: [Signature] DATE: 08/07/24
STAFF ENGINEER

RECOMMENDED FOR APPROVAL BY: [Signature] DATE: 08/07/24
CITY ENGINEER

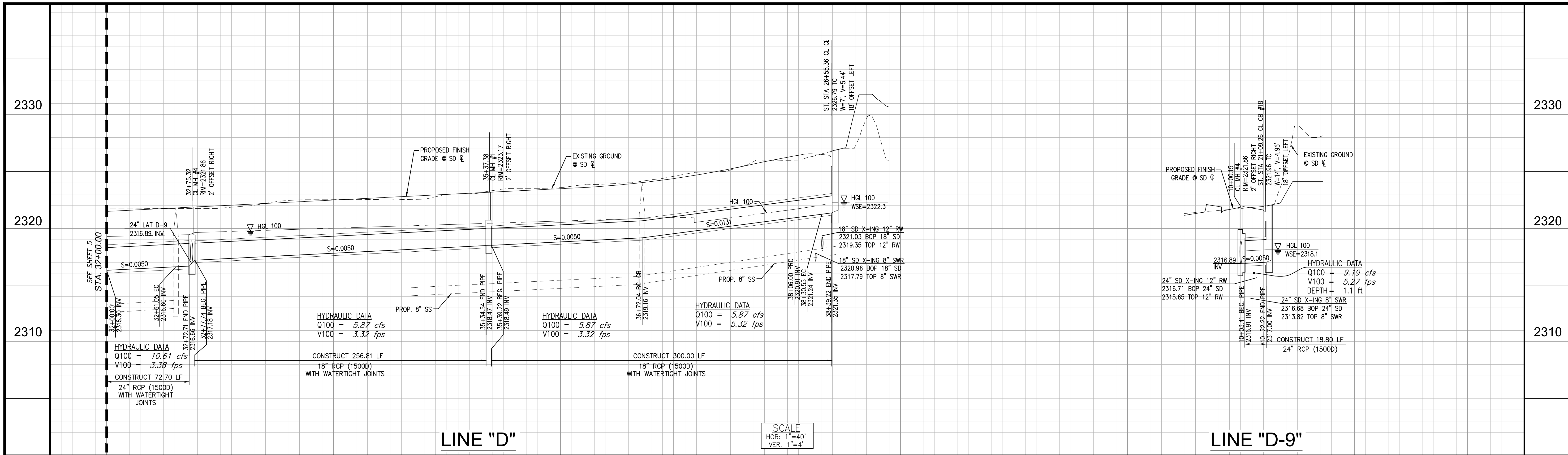
APPROVED BY: [Signature] DATE: 08/27/2024
CITY ENGINEER

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

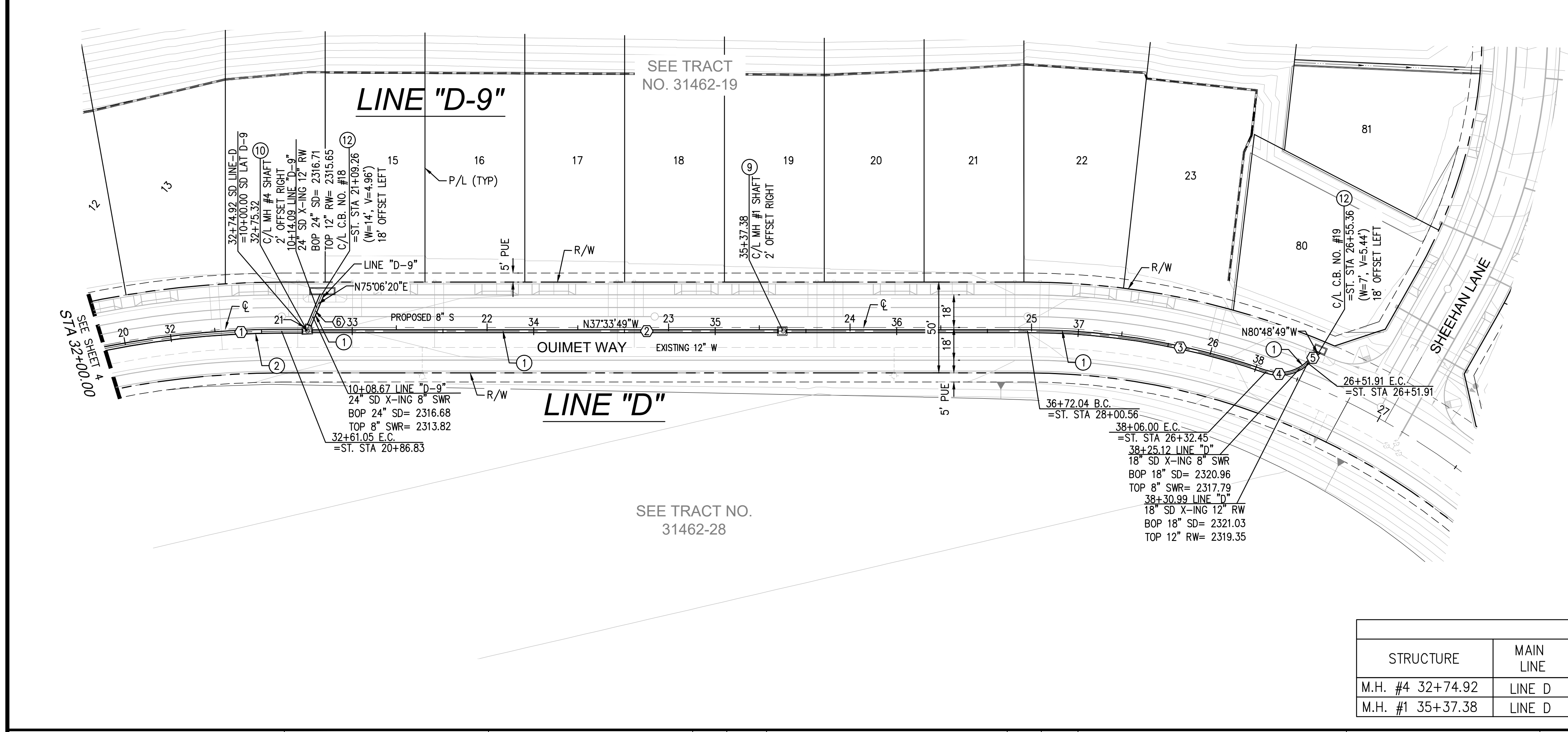
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS FOR:
BACKBONE - FAIRWAY CANYON 4C
LINE "D", LINE "D-6", LINE "D-7", & LINE "D-8"

FOR: MERITAGE HOMES

SHEET
4
OF 7 SHEETS
FILE NO: 3493
PW2024-0019



32 33 34 35 36 37 38 39 9 10 11



- CONSTRUCTION NOTES**
- ① CONSTRUCT 18" RCP (SEE PROFILE FOR D-LOAD).
 - ② CONSTRUCT 24" RCP (SEE PROFILE FOR D-LOAD).
 - ③ CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251
 - ④ CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254
 - ⑤ CONSTRUCT CURB INLET CATCH BASIN AND LOCAL DEPRESSION PER COUNTY OF RIVERSIDE STD. NO. 300 (W & V PLAN).

DATA

#	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	Δ=7° 01' 28"	498.00'	61.05'	30.57'
2	S 37° 33' 49" E	-	410.98'	-
3	Δ=19° 17' 04"	398.00'	133.96'	67.62'
4	Δ=62° 32' 04"	22.50'	24.56'	13.66'
5	S 80° 48' 49" E	-	8.67'	-
6	N 75° 06' 20" E	-	22.22'	-

MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE	MAIN LINE	LATERAL LEFT				LATERAL RIGHT				D ₁	D ₂	
		NAME	A	B	C	L	NAME	A	B			C
M.H. #4 32+74.92	LINE D	LAT D-9	67°19'51"	1.5'	3.79'	4.86'					30"	24"
M.H. #1 35+37.38	LINE D				4.0'						24"	24"



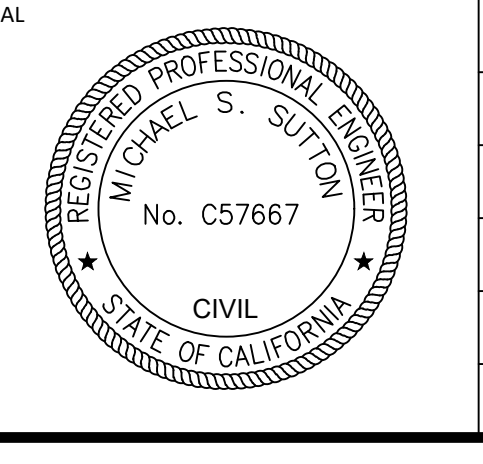
BASIS OF BEARINGS:
 DESCRIPTION:
 THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
 BEARING: N 27°39'52" E

BENCHMARK:
 USGS - MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DR. ACROSS THE DRIVE CENTERLINE 24.9 FT. SOUTHWEST OF THE SOUTHWEST EDGE OF THE SOUTHEAST BOUND LANES OF INTERSTATE HIGHWAY 10 88 DATUM
 ELEV. = 2494.16

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

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 PHONE: 951-543-9868

06/27/2024
 DATE



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 CHECKED BY: MS
 SCALE: AS SHOWN
 DATE: 06/27/2024
 JOB NUMBER: 195261012

REVIEWED BY: [Signature] DATE: 08/07/24
 STAFF ENGINEER

RECOMMENDED FOR APPROVAL BY: [Signature] DATE: 08/07/24

APPROVED BY: [Signature] DATE: 08/27/2024
 CITY ENGINEER

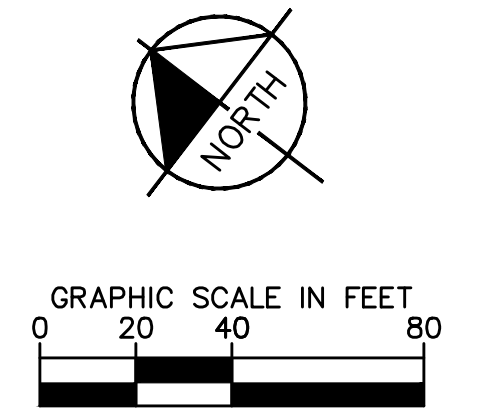
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

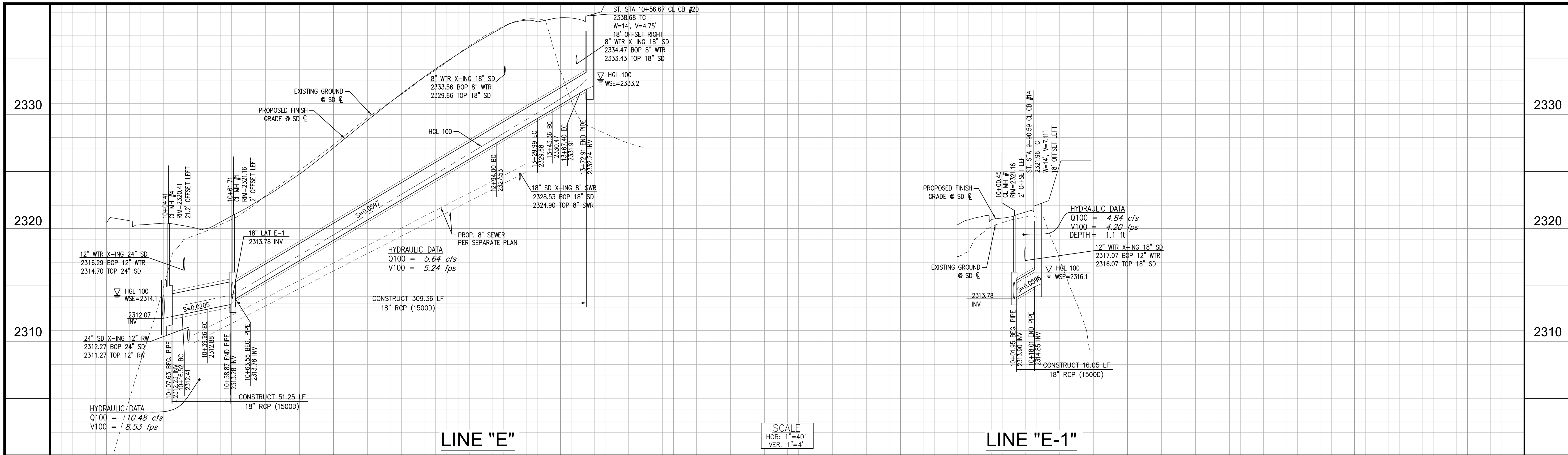
CITY OF BEAUMONT, CALIFORNIA
 STORM DRAIN IMPROVEMENT PLANS FOR:
 BACKBONE - FAIRWAY CANYON 4C

LINE "D" & LINE "D-9"

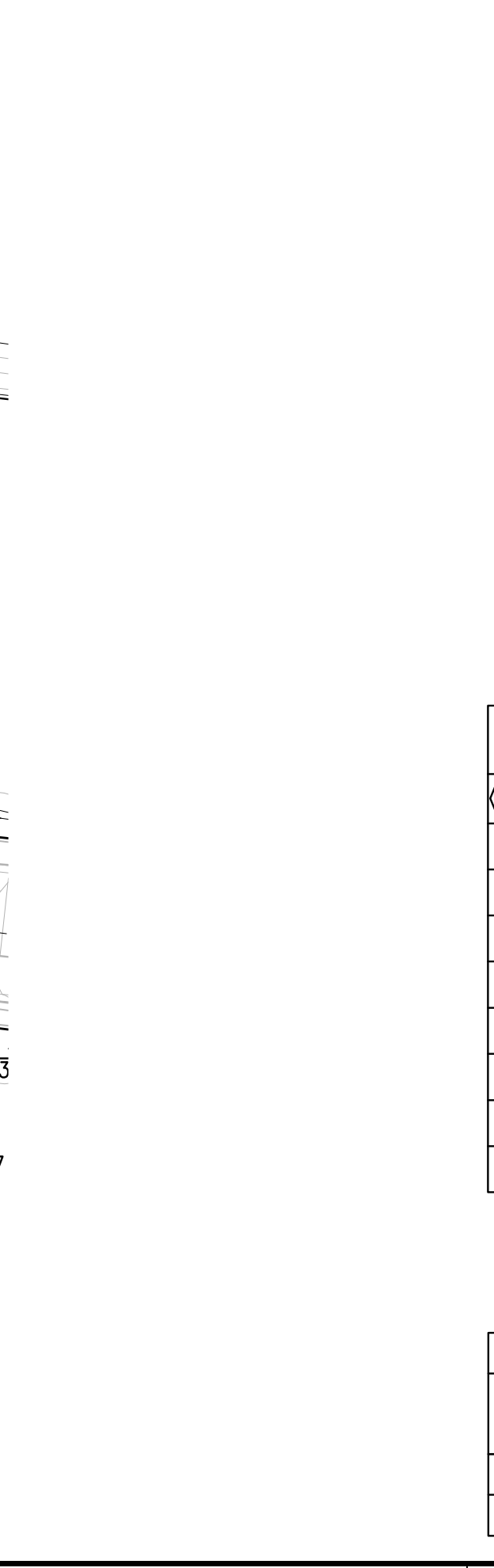
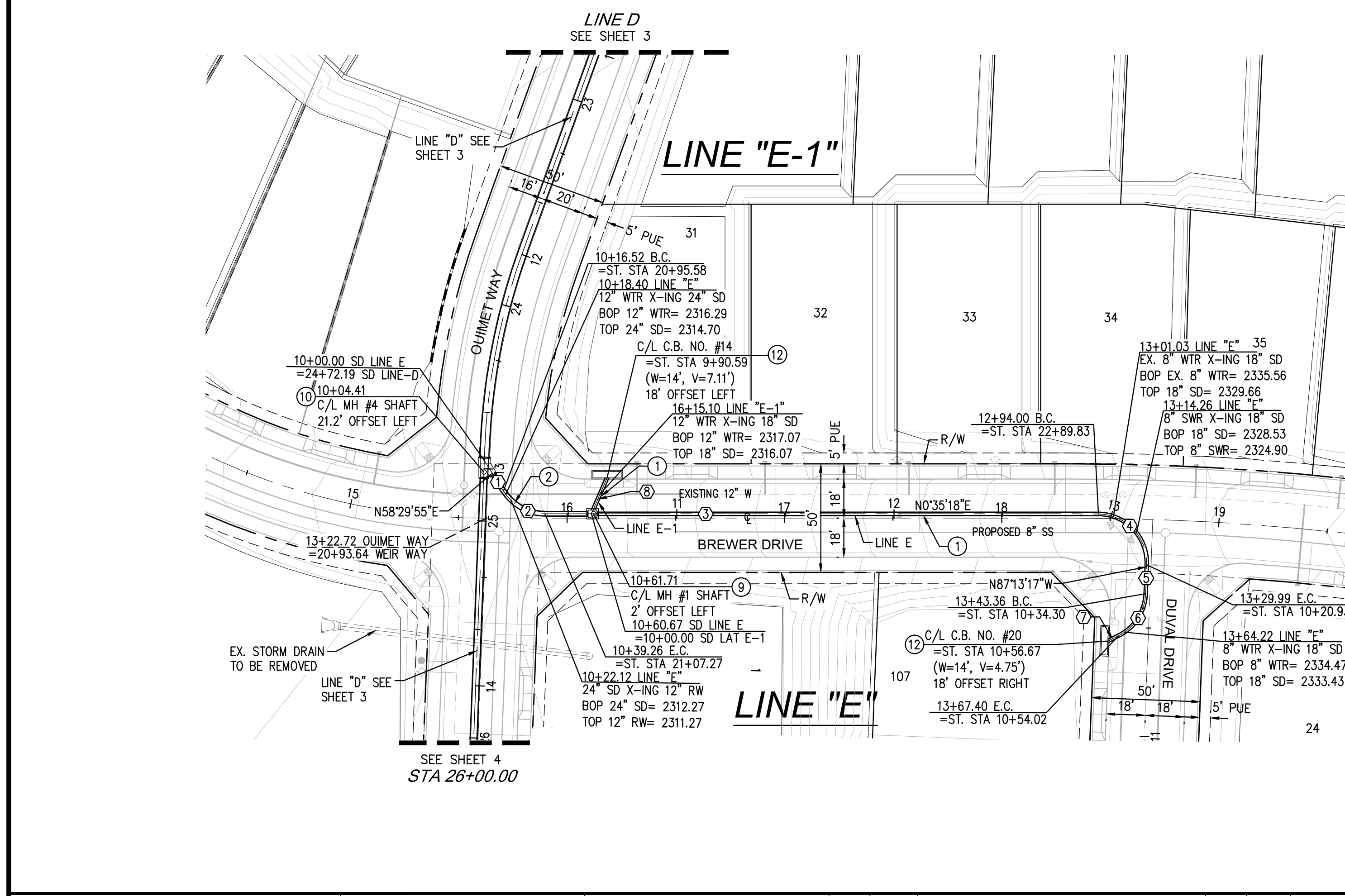
FOR: MERITAGE HOMES

SHEET
 5
 OF 7 SHEETS
 FILE NO: 3493
 PW2024-0019





9 10 11 12 13 14 9 10 11



SCALE
HOR: 1"=40'
VER: 1"=4'

CONSTRUCTION NOTES

- CONSTRUCT 18" RCP (SEE PROFILE FOR D-LOAD).
- CONSTRUCT 24" RCP (SEE PROFILE FOR D-LOAD).
- CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251
- CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254
- CONSTRUCT CURB INLET CATCH BASIN AND LOCAL DEPRESSION PER COUNTY OF RIVERSIDE STD. NO. 300 (W & V PER PLAN).

DATA

#	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N 58°29'55" E	-	16.52'	-
2	Δ=57° 55' 23"	22.50'	22.75'	12.45'
3	N 0°35'18" E	-	254.74'	-
4	Δ=91° 37' 52"	22.50'	35.98'	23.15'
5	S 87°13'17" E	-	13.37'	-
6	Δ=61° 14' 11"	22.50'	24.05'	13.32'
7	S 25°59'06" E	-	5.51'	-
8	N 65°49'29" W	-	18.01'	-

MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE	MAIN LINE	LATERAL LEFT				LATERAL RIGHT				D ₁	D ₂	
		NAME	A	B	C	L	NAME	A	B			C
M.H. #4 12+96.23	LINE D	LINE E	34'16'48"	1.5'	8.04'	8.72'					48"	24"
M.H. #1 16+12.21	LINE E				4.0'						24"	18"

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
USGS - MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DR. ACROSS THE DRIVE CENTERLINE 24.9 FT. SOUTHWEST OF THE SOUTHWEST EDGE OF THE SOUTHEAST BOUND LANES OF INTERSTATE HIGHWAY 10 89' DATUM
ELEV. = 2494.16

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

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PHONE: 951-543-9868

06/27/2024
DATE

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JOB NUMBER: 195261012

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STAFF ENGINEER

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CITY ENGINEER

APPROVED BY: [Signature] DATE: 08/27/2024
CITY ENGINEER

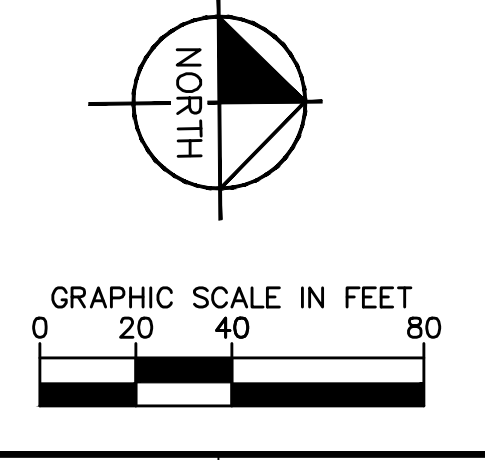
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

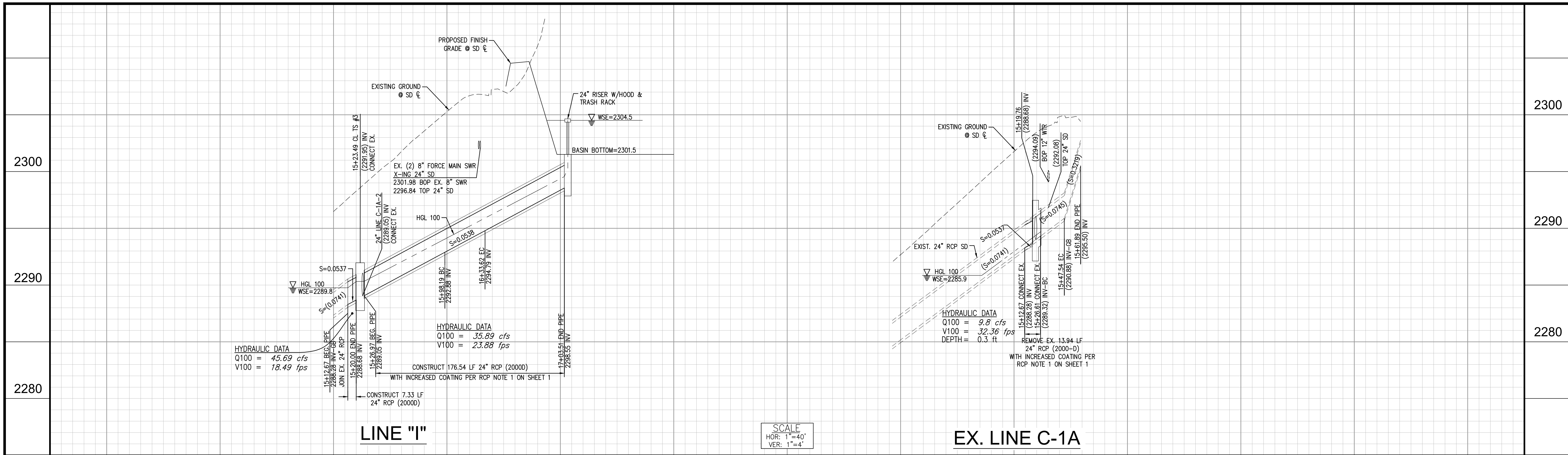
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS FOR:
BACKBONE - FAIRWAY CANYON 4C

LINE "E" & LINE "E-1"

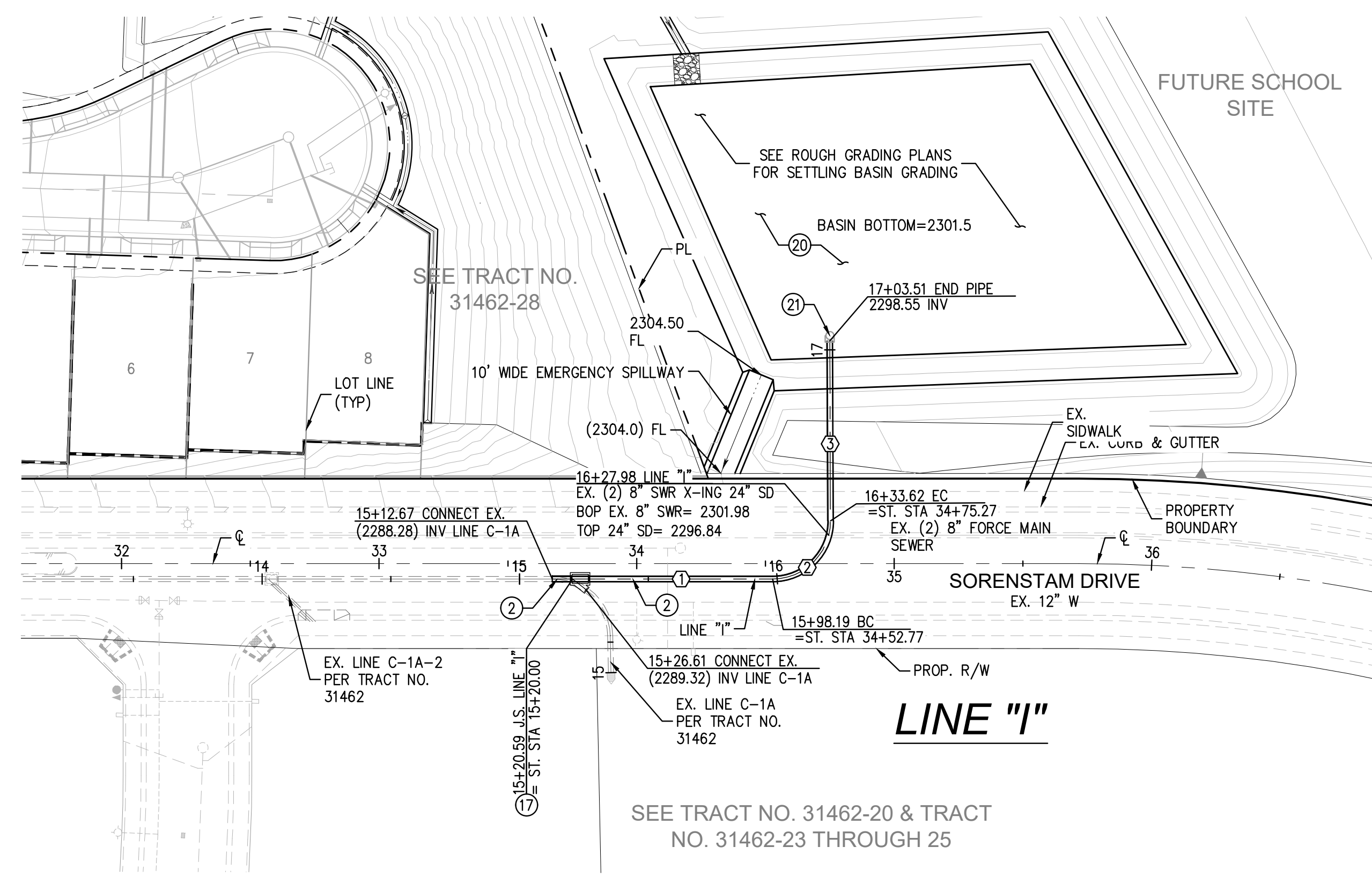
FOR: MERITAGE HOMES

SHEET
6
OF 7 SHEETS
FILE NO: 3493
PW2024-0019





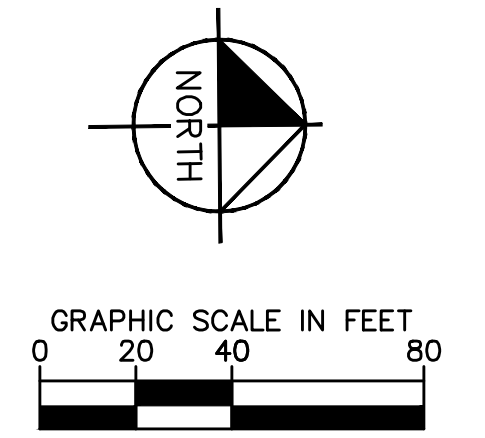
13 14 15 16 17 14 15 16 17 11



- CONSTRUCTION NOTES**
- ② CONSTRUCT 24" RCP (SEE PROFILE FOR D-LOAD).
 - ⑦ CONSTRUCT TRANSITION STRUCTURE NO. 3 PER R.C.F.C. & W.C.D. STD. DWG. NO. TS303.
 - ⑳ CONSTRUCT TEMPORARY SEDIMENT BASIN PER DETAIL ON SHEET 2.
 - ㉑ CONSTRUCT 24" RISER W/ HOOD & TRASH RACK 4" ORIFICES, 4 ORIFICES PER ROW, 4 ROWS, 1ST ROW 1" ABOVE BASIN BOTTOM. SPACE ROWS 6" APART.

MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE	MAIN LINE	LATERAL LEFT				LATERAL RIGHT				D ₁	D ₂		
		NAME	A	B	C	L	NAME	A	B			C	L
T.S. #3 15+20.59	LINE I						EX. LINE C-1A	38'47"14"	2.0'	6.63'	6.29'	24"	24"



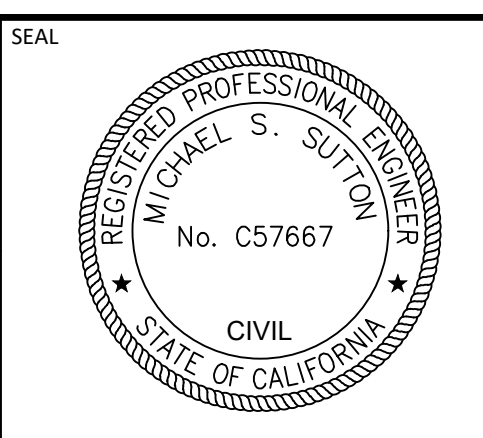
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BEARING: N 27°39'52" E

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ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS FOR:
BACKBONE - FAIRWAY CANYON 4C

LINE "I"

FOR: MERITAGE HOMES

SHEET
7
OF 7 SHEETS
FILE NO: 3493
PW2024-0019