



City of Beaumont

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

Case No.	<u>PW2021-0761</u>
Receipt No.	<u>201185153</u>
Fee \$	<u>3,484.43</u>
Date Paid	<u>9/17/21</u>

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

1. Contact's Name Darren Bolton Phone 951-704-5503

2. Contact's Address 4695 MacArthur Ct 8th Floor Newport Beach, Ca 92660
City/State/Zip

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

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

4. Developer Address 4695 MacArthur Ct 8th Floor Newport Beach, Ca 92660
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
1001053560 27971 Gravity Sewer

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


Daren Bolton  9-8-21
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Darren Bolton  9-8-21
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
- Remove and replace concrete and AC as needed where lifting.
 - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
 - Provide Type II slurry coat for all road surfaces.
 - Restore/Verify pavement striping/markings.
 - Restore/Verify blue dots and signage as needed.
 - Clean and camera sewer. Provide report and video copy of camera survey.
 - Provide all final geotechnical reports.
 - Provide Engineers' certification for line and grade within Right-of-Way.
 - Provide Landscape Architects Certification as required.

Darren Bolton


Print Name and Sign – Contact/Applicant

9-8-21

Date



Punch List

Project Name: Gravity Sewer Improvement

Tract No. 27971

	PW2021-0761	Bond No. 1001053560	
Inspected By: Jason Craghead		Page: 1 of 1	Date: 12/7/2021 Updated on 7/31/25
Item No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	Sewer cleanout for future park needs cap installed, and lateral cleaned out with jetovator. (Ties into M>H #5).		Jason Craghead 7/31/25
2	M>H #5, rope attached to ladder and possibly a sewer plug in downstream leg.		Json Craghead 7/31/25
3	M.H #4, rope attached to ladder and possibly a sewer plug in downstream leg.		Jason Craghead 7/31/25
4	M.H #3, rope attached to ladder and possibly a sewer plug in downstream leg.		Jason Craghead 7/31/25
5	Entire gravity sewer system needs to be re-cleaned with jetovator to remove dirt and debris from inactive system.		Jason Craghead 7/31/25

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and RSI Communities - California LLC (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated August 5, 2025, and identified as Olivewood TR 27971 is hereby referred to and made a part hereof; and:

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of twenty six thousand eight hundred twenty three & no/100 dollars (\$ 26,823.06) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

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

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

[signatures on following page]

SIGNED AND SEALED THIS 11th DAY OF August 2025.

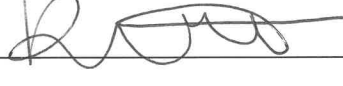
(Seal)

(Seal)

SURETY American Contractors Indemnity Company

PRINCIPAL RSI Communities - California LLC

By: 
Jennifer Ochs, Attorney-in-Fact

By: 

(Name)

Jennifer Ochs

(Name)

Kimberly Kim

(Title)

Attorney-in-Fact

(Title)

Authorized Agent

(Address)

777 S Figueroa #5200

Los Angeles, CA 90017

(Address)

6440 Oak Canyon Suite 200

Irvine, CA 92618

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

ACKNOWLEDGMENT

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

State of California
County of Orange)

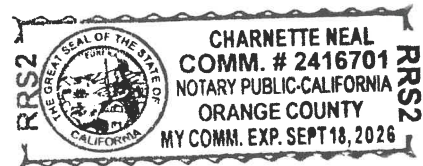
On August 12, 2025 before me, Charnette Neal, Notary Public
(insert name and title of the officer)

personally appeared Kimberly Kim,
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 *C Neal* (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

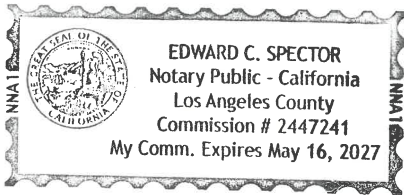
State of California)
County of LOS ANGELES)

On AUG 11 2025 before me, EDWARD C. SPECTOR, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared JENNIFER OCHS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Edward C. Spector*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____



TOKIO MARINE
HCC

POWER OF ATTORNEY

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

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

Aidan Smock, Randi Tepper, MB Neely, Janina Monroe, Jennifer Ochs, Charles R. Teter, III, B Aleman, D Garcia, Edward C Spector, KD Wapato, Erin Brown, Marina Tapia, Ethan Spector, Sarah Campbell, Rachel A Mullen, Simone Gerhard, Sandra Corona, Jaren A. Marx or Alysha Mendoza of Los Angeles, CA

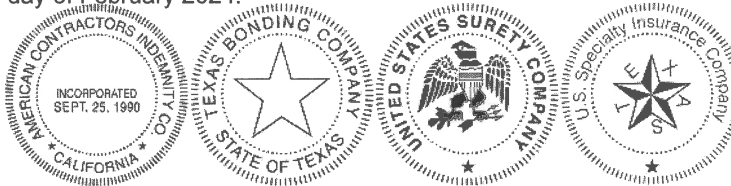
its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ****Unlimited**** Dollars **§ *** Unlimited*****) This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.



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

By:

Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles

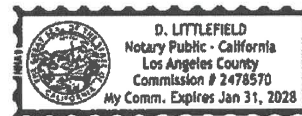
On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory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

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

WITNESS my hand and official seal.

Signature

(seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of August, 2025.

Bond No. 1001053560-M
Agency No. 19268 - PDF POA



Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA02/2024

Basic Gov (Sales Force) # 17-4109
File # 3110

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

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

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, “Improvements”); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

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

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER’s sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER’s sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

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

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

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

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

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

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

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

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

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

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

CITY OF BEAUMONT

By 
Mayor

10/12/17
Date

DEVELOPER

By 

8/14/17
Date

Title: **Darius Fatakia**
Vice President Land Development

Address: 680 NEWPORT CENTER DR., 3RD FLOOR
NEWPORT BEACH, CA 92660

Basic Gov (Sales Force) # 17-41109
File # 3110

Bond No.: 1001053560

Premium: \$4,023.00/2 yrs.

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities Heartland LLC, a Delaware limited liability** (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated August, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Two hundred sixty eight thousand two hundred thirty dollars and sixty cents (\$268,230.60) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on August 11th, 2017.

PRINCIPAL:

RSI Communities - Heartland LLC
a Delaware limited liability

By 

Title **Darius Fatakia**
Vice President Land Development

SURETY:

American Contractors Indemnity Company

By 

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On August 11, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

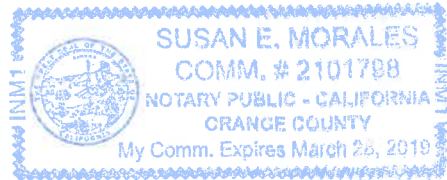
personally appeared Beata A. Sensi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Perf & Pay Bond #1001053560
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 1 Document Date 8/11/17

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

Bond No.: 1001053560
Premium included with
the Performance Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - Heartland LLC, a Delaware limited liability company (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated August, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971, which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Two hundred sixty eight thousand two hundred thirty dollars and sixty cents (\$268,230.60), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on August 11th, 2017.

PRINCIPAL:

RSI Communities - Heartland LLC
a Delaware limited liability

By 

Title **Darius Fatakia**
Vice President Land Development

SURETY:

American Contractors Indemnity Company

By 

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

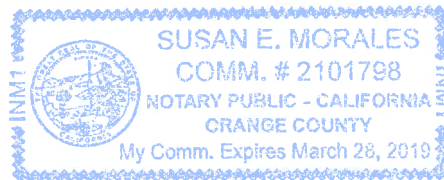
On August 11, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Perf & Pay Bond #1001053560

(Title or description of attached document)

American Contractors Indemnity Company

(Title or description of attached document continued)

Number of Pages 1 Document Date 8/11/17

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

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

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

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifty Million***** Dollars (\$ *50,000,000.00*).**

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this AUG 11 2017 day of AUG 11 2017.

Corporate Seals



[Signature]

Kio Lo, Assistant Secretary

Bond No. 1007053560
Agency No. 16590

17-4109

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract 27971 Infrastructure Street, Storm Drain, and Sewer
DATE: 14-Jul-17

PP, CUP NO.: _____ BY: _____, P.E.

IMPROVEMENTS FAITHFUL PERFORMANCE 100%
LABOR & MATERIALS SECURITY 100%

	Construction Costs)
Streets/Drainage	\$ 7,054,211.26
Sewer	\$ 268,230.60
Total	\$ 7,322,441.86
Warranty Retention (22.5%)	\$ 1,647,549.42
Street/Drainage Plan Check Fees =	\$ 141,084.23
Sewer Plan Check Fees =	\$ 6,705.77
Street Inspection Fees =	\$ 211,626.34
Sewer Inspection Fees =	\$ 10,729.22

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

[Signature]
Engineer's Signature

17 JULY 2017
Date

Ned Araujo, P.E.
Name typed or printed



Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 2017/01/02

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

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

Basic Gov (Sales Force) # 17-4109
File # 3110

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

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

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, “Improvements”); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

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

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER’s sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER’s sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

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

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

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

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

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

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

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

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

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

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

CITY OF BEAUMONT

By _____
Mayor

Date

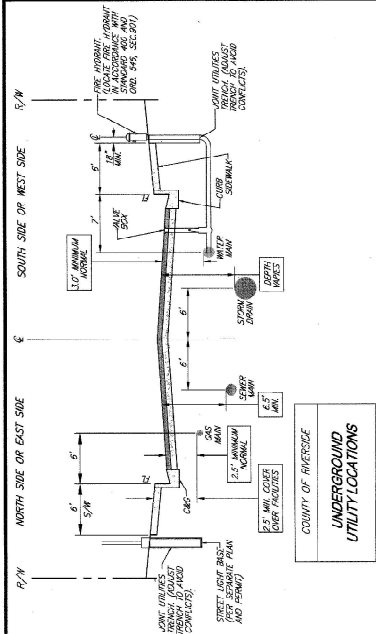
DEVELOPER

By _____ 

Date 8/14/17

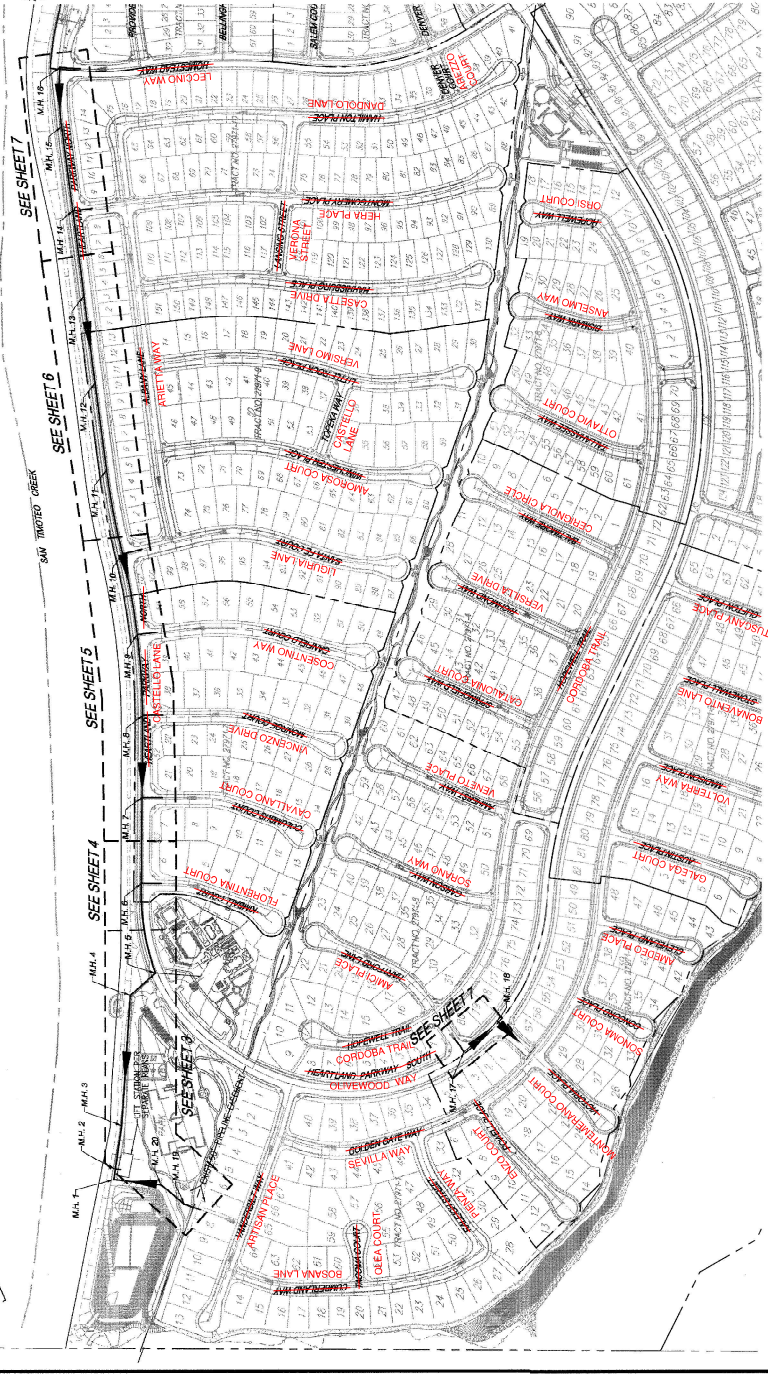
Title: **Darius Fatakia**
Vice President Land Development

Address: **680 NEWPORT CENTER DR., 3RD FLOOR**
NEWPORT BEACH, CA 92660



COUNTY OF RIVERSIDE
UNDERGROUND
UTILITY LOCATIONS
STANDARD NO. 817

HEARTLAND PARKWAY NORTH AND HEARTLAND PARKWAY SOUTH
 NOTE: MIN. WATER SEWER SEPARATION 5' TO BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE



CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

ITEM	DESCRIPTION	QUANTITY
1	INSTALL 8" PVC SEWER MAIN	3,500 L.F.
2	INSTALL PRECAST #12 CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER ENR. STD. 35-5.5	16 EA.
3	INSTALL 6" FLAG	856 L.F.
4	INSTALL 10" PVC SEWER MAIN	147 L.F.
5	INSTALL 4" PVC SEWER LATERAL PER ENR. STANDARD 35-17	1 EA.
6	INSTALL ON-SITE SEWER CLEANOUT PER ENR. STANDARD 35-2	1 EA.
7	INSTALL 12" PVC SEWER MAIN	16 L.F.
8	INSTALL IMPROVED PRECAST CONCRETE 24" DIA. MANHOLE W/ PVC CAST IRON MANHOLE COVER PER ENR. STD. 35-5.5 AND 36" DIA. MANHOLE COVER PER ENR. STD. 35-5.5 AND 48" DIA. MANHOLE COVER PER ENR. STD. 35-5.5	3 EA.
9	INSTALL 5" I.D. TERMINUS MANHOLE PER ENR. STANDARD 35-58	1 EA.
10	W/ PVC LATERAL BOTTOM OF CHANNEL TO TOP OF ADJACENT RING AND MANHOLE COVER PER ENR. STD. 35-5.5	1 EA.

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

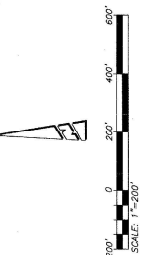
1) ALL SEWER MAIN PIPE LENGTH QUANTITIES SHOWN ON PLANS REFLECT VERTICAL PROJECTION OF HORIZONTAL TABLE ARE HORIZONTAL PIPE LENGTHS. 2) ALL SEWER MAIN PIPE LENGTHS SHOWN IN PIPE DATA VIEWS REFLECT HORIZONTAL STATION OFFSETS OF THE STREET CENTER LINE STATIONING IN PROJECT ARE BASED UPON TRUE HORIZONTAL PIPE LENGTHS. 3) ALL SEWER MAIN PIPE LENGTHS ARE TO BE MEASURED FROM STREET CENTERLINE STATION LENGTHS TO THE HORIZONTAL PROJECTION OF VARYING CURVE RADII.



NOTE:

- 1) ALL SEWER MAIN PIPE LENGTH QUANTITIES SHOWN ON PLANS REFLECT VERTICAL PROJECTION OF HORIZONTAL TABLE ARE HORIZONTAL PIPE LENGTHS.
- 2) ALL SEWER MAIN PIPE LENGTHS SHOWN IN PIPE DATA VIEWS REFLECT HORIZONTAL STATION OFFSETS OF THE STREET CENTER LINE STATIONING IN PROJECT ARE BASED UPON TRUE HORIZONTAL PIPE LENGTHS.
- 3) ALL SEWER MAIN PIPE LENGTHS ARE TO BE MEASURED FROM STREET CENTERLINE STATION LENGTHS TO THE HORIZONTAL PROJECTION OF VARYING CURVE RADII.

INDEX MAP
 SCALE 1" = 200'



BASIS OF BEARINGS:
 THE BASIS OF BEARINGS FOR THE GRIDS OF COORDINATES FOR THE DESIGN HEREON, IN THE APPROVAL OR DURING CONSTRUCTION, IS THE 1983 NAD 83 ZONE 10 NORTH COORDINATE SYSTEM. THE DESIGNER HAS DETERMINED AN ACCEPTABLE SOLUTION AND IS PROVIDING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
 THE PRIVATE ENGINEER SHOWING THESE PLANS IS NOT RESPONSIBLE FOR THE ACCURACY OF THE COORDINATE DATA. THE CONTRACTOR SHALL VERIFY THE COORDINATE DATA AND SHALL BE RESPONSIBLE FOR OBTAINING A GRADING PERMIT FROM THE CITY.

AS-BUILT

CITY OF BEAUMONT, CALIFORNIA
 OFFICE OF PUBLIC WORKS
 TRACT 27977- INFRASTRUCTURE
 CONSTRUCTION NOTES & QUANTITIES
 TYPICAL SECTION & INDEX MAP

REVISIONS: 2
 OF 7 SHEETS
 DRAWING NAME: TYPICAL SECTION & INDEX MAP
 SHEET NO.: 210
 517-4109

REVIEWED BY: *[Signature]* Date: 8/3/17
 RECOMMENDED FOR APPROVAL BY: *[Signature]* Date: 8/3/17
 APPROVED BY: *[Signature]* Date: 8/17/17

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

DESIGN BY: *[Signature]*
 CHECKED BY: *[Signature]*
 SCALE: AS SHOWN
 DATE: 08/29/17
 JOB NUMBER: 17-0000

STANTEC
 2000 S. MICHIGAN AVE. SUITE 100
 RIVERSIDE, CA 92503
 TEL: 951.514.1000
 FAX: 951.514.1001

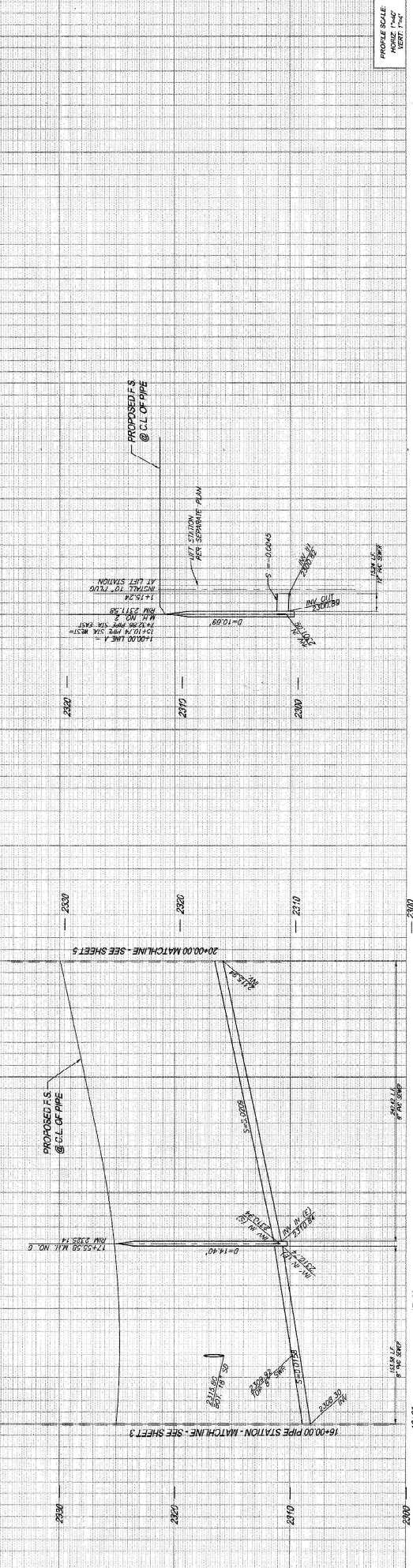
REVISIONS

NO.	DATE	DESCRIPTION
1	08/29/17	ISSUED FOR PERMIT

ENGINEER: *[Signature]*
 DATE: 08/29/17
 CITY: RIVERSIDE

811
 Know what's below.
 Call before you dig.

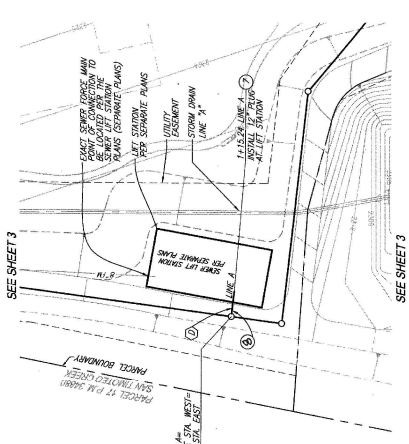
PRELIMINARY - NOT FOR CONSTRUCTION



PROFILE SCALE
HORIZ 1"=40'
VERT 1"=4'

- CONSTRUCTION NOTES:**
- INSTALL 8" PVC SEWER MAIN
 - INSTALL PROPOSED 4" I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COUPLER PER P.C.D. STD. 506
 - INSTALL 8" PLUG
 - INSTALL 12" PVC SEWER MAIN
 - INSTALL 12" PLUG

NO.	BEARING	LENGTH	AREA	PERCENTAGE
1	S 74.43° W	820.00'	73.58'	26.30%
2	N 89.23° E	242.42'	242.42'	83.00%
3	N 89.23° E	820.00'	68.00'	15.24%



HEARTLAND PARKWAY NORTH

PARCEL 17 P.M. 34880
SAN TIMOTEO CREEK

PARCEL 14 P.M. 34880 OPEN SPACE

PARCEL 17 P.M. 34880
SAN TIMOTEO CREEK

TRACT 27911-7
TOP SURF - 2318.76
80' WTR - 2318.76
SEE TR. 27911-7, SEWER PROFILE

16+00.00 PIPE STATION - MATCHLINE - SEE SHEET 3

17+00.00 MATCHLINE - SEE SHEET 3

18+00.00 MATCHLINE - SEE SHEET 3

19+00.00 MATCHLINE - SEE SHEET 3

20+00.00 MATCHLINE - SEE SHEET 3

21+00.00 MATCHLINE - SEE SHEET 3

22+00.00 MATCHLINE - SEE SHEET 3

23+00.00 MATCHLINE - SEE SHEET 3

24+00.00 MATCHLINE - SEE SHEET 3

PARK SITE

SEE SHEET 3

SEE SHEET 3

16+00.00 PIPE STATION - MATCHLINE - SEE SHEET 3

17+00.00 MATCHLINE - SEE SHEET 3

18+00.00 MATCHLINE - SEE SHEET 3

19+00.00 MATCHLINE - SEE SHEET 3

20+00.00 MATCHLINE - SEE SHEET 3

21+00.00 MATCHLINE - SEE SHEET 3

22+00.00 MATCHLINE - SEE SHEET 3

23+00.00 MATCHLINE - SEE SHEET 3

24+00.00 MATCHLINE - SEE SHEET 3

40' 0 40' 80' 120'

SCALE: 1"=40'

AS-BUILT

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD.
1	APR. 2017			

STATISTICS

NO.	DATE	DESCRIPTION	BY	CHKD.
1	APR. 2017			

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REVISIONS

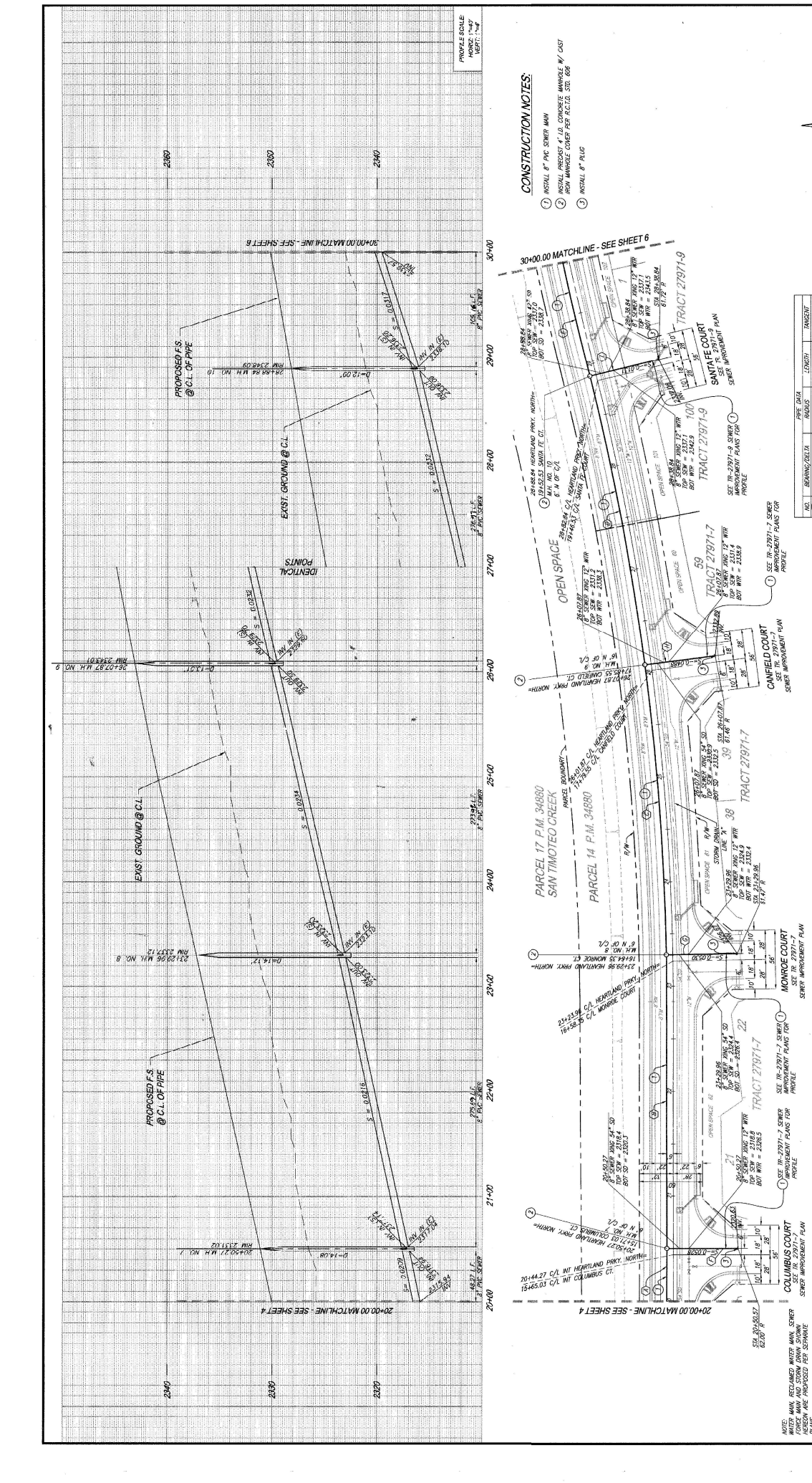
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1	APR. 2017			

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD.
1	APR. 2017			

REVISIONS

PROFILE SCALE
 HORIZ. 1"=40'
 VERT. 1"=4'



CONSTRUCTION NOTES:

- INSTALL 8" PVC SEWER MAN
- INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVERS PER A.C.I. 308. 302, 608
- INSTALL 8" FLAG

PROFILE DATA

STATION	PROPOSED	EXISTING	DIFFERENCE
20+00	2287.0	2287.0	0.0
21+00	2290.0	2290.0	0.0
22+00	2293.0	2293.0	0.0
23+00	2296.0	2296.0	0.0
24+00	2299.0	2299.0	0.0
25+00	2302.0	2302.0	0.0
26+00	2305.0	2305.0	0.0
27+00	2308.0	2308.0	0.0
28+00	2311.0	2311.0	0.0
29+00	2314.0	2314.0	0.0
30+00	2317.0	2317.0	0.0

HEARTLAND PARKWAY NORTH

AS-BUILT

PRELIMINARY - NOT FOR CONSTRUCTION

DESIGN BY: Stantec

DATE: 27 JUL 2007

PROJECT: HEARTLAND PARKWAY NORTH

CITY: BEAUMONT, CALIFORNIA

DESCRIPTION: SEWER IMPROVEMENTS

BY: [Signature]

DATE: 27 JUL 2007

REVISIONS

NO.	DATE	DESCRIPTION
1	27 JUL 2007	ISSUED FOR PERMIT

BASIS OF BEARINGS: THE PRIVATE ENGINEER SIGNING THESE PLANS IS THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANNING AND MAPPING ACT, AS AMENDED, WHICH PROVIDES THAT THE ZONE AND BASED LOCALLY ON CONTROL STATIONS "BEST AND TRUEST".
 WORK CONTAINED WITHIN THESE PLANS SHALL BE CONSIDERED VOID WITHOUT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.
 BEARINGS: N 27°30'52" E

CONTRACT INFORMATION:

CITY OF BEAUMONT, CALIFORNIA
 SEWER IMPROVEMENT PLANS
 TRACT 27971-7 - INFRASTRUCTURE
 HEARTLAND PARKWAY NORTH - CASTELLO LANE
 STA. 20+00.00 TO STA. 30+00.00

DATE: 27 JUL 2007
DATE: 27 JUL 2007

APPROVED BY: [Signature]
 ADMINISTRATIVE ENGINEER

APPROVED BY: [Signature]
 DIRECTOR OF PUBLIC WORKS

FILE NO.: 3117
DATE: 3/7/09
OF 7 SHEETS

DESIGNED BY: [Signature]
DATE: 27 JUL 2007

PROJECT: HEARTLAND PARKWAY NORTH

CITY: BEAUMONT, CALIFORNIA

DESCRIPTION: SEWER IMPROVEMENTS

BY: [Signature]

DATE: 27 JUL 2007

NOTE: WATER MAIN, RECLAIMED WATER MAIN, SEWER, AND STORM SEWER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BEAUMONT STANDARD SPECIFICATIONS FOR SEWER AND STORM SEWER CONSTRUCTION.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANNING AND MAPPING ACT, AS AMENDED, WHICH PROVIDES THAT THE ZONE AND BASED LOCALLY ON CONTROL STATIONS "BEST AND TRUEST".

WORK CONTAINED WITHIN THESE PLANS SHALL BE CONSIDERED VOID WITHOUT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

BEARINGS: N 27°30'52" E

811
 Call before you dig

