**City of Beaumont** 

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

Case No.	v-377D
Receipt No.	696227
Fee \$	ap. 00
Date Paid	1/29/16

# BOND EXONERATION APPLICATION

	Bond '	Гуре: Performance
	1.	Contact's Name Michael Jagels Phone 949-939-9564
	2.	Contact's Address 11870 Piece St #250 Riverile CA 92505
	6.	City/State/Zip  Contact's E-mail Mikej@Woodsidehomes.com  CTin McGiante-VA)  Developer Name Woodside OSS LP  Phone 951- 40-1900
	3.	
		(If corporation or partnership application must include names of principal officers or partners)
	4.	Developer Address 11870 Pierce St. #250, Riverside, CA 92505  City/St/Zip
	5.	Description of Bonds (including Bond Number, Tract Map/Application number, File number, and description of improvements covered, must use separate application for each
	TR31	Map/Tract)): 1462-7, Bond #PB00535000068
File #16	<u>5tree</u>	t, sewer, 4 storm drain work (in the first phase of development - seephin-high
	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
		Michael Tagels Man 6-13-16
		Michael Tagels  Print Name and Sign - Contact/Applicant  Date
		Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.
		Michael Tagels Mtt 6-13-16 Print Name and Sign - Contact/Applicant Date
		Date



#### Letter of Transmittal

Date: 6-13-16

To: Gilbert Fausto

Engineering Dept.

From: Michael Jagels

949-939-9564

Company:

City of Beaumont

RE:

Woodside TR31462-7 Slope Plan Submittal (Mylar Set)

## Gilbert,

I am requesting a bond reduction for improvements that have been installed in TR31462-7. The completed improvements are within our first development phase of TR31462-7 and included street, storm, and sewer work. The requested bond reduction amount is \$883,255.49.

## Bond Info:

- Bond #PB00535000068
- Total bond \$2,105,807.55
- Surety- Philadelphia Indemnity Insurance Company

Please see the attached copies of the approved improvement plans that depict the areas of work that have been completed. These areas are highlighted in yellow. These particular areas represent our first phase of development.



I am providing you with the following documents:

- Bond exoneration application (filled out and signed)
- Completed development cost work sheet depicting \$1,139,684.50 in completed work.
- Copies of the original bonds (exhibit A & B)
- Copies of the approved sewer plans, street plans, and storm drain plans.

I am also providing you with the following payments:

- \$300 (ck #50252813) application fee
- \$2,000 (ck #50252812 deposit



April 13, 2020

Woodside Homes 1250 Corona Pointe Court, Suite 500 Corona, CA 92879 Attn: Kory Liston

RE: Bond #PB00535000068 Street, Sewer, and Storm Drain Improvements

Dear Kory,

The City of Beaumont has received your request in regards to a reduction of bonds in the above referenced tract. Upon receipt of a maintenance bond in the amount listed below, the city will return the original Performance bond 45 days after recordation and replace it with the maintenance bond to be in place for no less than one year. The amount is as follows:

Project Name	Maintenance Amount
Street, Sewer, & Storm Drain Improvements	\$473,806.70

If you wish to discuss this matter further please do not hesitate to contact me at (951) 769-8520 ext. 329

Thank you,

Suzanne Foxworth Public Works Technician

Busic Gov (Sules Force) # File #

Bond Number: PB00535000068

EXHIBIT "A"

Premium: \$15,794.00 (Initial Term One Year)

#### **PERFORMANCE BOND**

	the City Council of the City of Beaumont, State of California, and (hereinafter designated as "Principal") have entered into
dated MONT IN	Security For Improvements For Tract Map Or Parcel Map Or Plot Plan,  2015, whereby Principal agrees to install and complete certain designated.
public improvements item	sized and described on Tract Map, Parcel Map or Plot Plan No. 31462-7, ted 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 Philadelphia Indemnity Insurance Company as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Two Militon One Hundred Five Thousand Eight Hundred Seven and 55/100 dollars (\$2,105,807.55) 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 April 13th \_\_\_\_\_\_, 20 15 \_.

PRINCIPAL:

Woodside 05S, LP, a California limited partnership By: WDS, GP, Inc., a California corporation

Its: General Partner

SURETY:

Philadelphia Indemnity Insurance Company

By Marthetin

Title Tim Mc Gians, Authorized Signitury

Title

Michael J. Perry, Attorney-in-Fact

# PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St Asaph's Rd , Suite 100 Bala Cynwyd, PA 19004-0950

#### Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: DANA L. DOWERS, SANDRA SIKORA, ROBERT RANALLO, MICHAEL J. PERRY AND PAUL A BLAND OF THE D.L.D. COMPANY DBA D.Ł D INSURANCE BROKERS INC.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

This Power of Attorney is granted and is signed and scaled by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the I day of July, 2011.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

Rowner

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMISSION OF PENNS NOTARRA: SEAL DAMELLE PORATH, Notary Lower Merion Trop. Montyport Ley Commission Engles March		Danle R	
(Notary Seal)	residing at:	Bala Cynwyd, PA	
	My commission expires:	March 22, 2016	

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney and Philadelphia Indemnity Insurance Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of April 2015



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary PHILADELPHIA INDEMNITY INSURANCE COMPANY

# CALIFORNIA 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.

		a delimina anno del maria
	State of California	
	County of Orange	
	On 4/13/15 before me, Brandy	Novak, Notary Public , Notary Public
		(Here insert name and title of the officer)
	personally appeared Michael J. Perry	
	the within instrument and acknowledged to me	vidence to be the person whose name is subscribed to that he executed the same in his authorized on the instrument the person, or the entity upon behalf of ent.
	I certify under PENALTY OF PERJURY under is true and correct.	the laws of the State of California that the foregoing paragraph
	WITNESS my hand and official seal.  Signature of Fotary Public	B. NOVAK Commission # 1935357 Notary Public - California Orange County My Comm. Expires May 7, 2015
4	ADDITIONAL	ODTIONAL INTODALATION
	ADDITIONAL (	OPTIONAL INFORMATION
	DESCRIPTION OF THE ATTACHED DOCUMENT Performance Bond PB00535000068  (Title or description of attached document) Fairway Canyon Tract 31462-7  (Title or description of attached document continued)	INSTRUCTIONS FOR COMPLETING THIS FORM  Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
	Number of Pages 1 Document Date 4/13/15	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> </ul>
	(Additional information)	<ul> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
	CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer  (Title) Partner(s) Attorney-in-Fact Trustee(s) Other	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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

**CIVIL CODE § 1189** 

Contraction of the Contraction o	e sharifa shaithici a chuchashashashachashashashashashashasiba nabila siba ndolakshashashashashashashasha
A notary public or other officer completing this certific document to which this certificate is attached, and not	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California  County of Swappede  On Gul 14305 before me, 19	ockelle M. Snemalla plotary Public
Date	Heje Insert Name and Title of the Officer
personally appeared//m///	
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/are vieldged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
ROCHELLE M. SROMALLA Commission # 1931536 Notary Public - California Riverside County My Comm. Expires May 2, 2015	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my band and official seal.  Signature
	Signatur <del>e of N</del> otary Public
Place Notary Seal Above	
Though this section is optional, completing this	TIONAL  information can deter alteration of the document or some to an unintended document.
Description of Attached Document	
itle or Type of Document:	Document Date:
lumber of Pages: Signer(s) Other Tha	an Named Above:
capacity(ies) Clalmed by Signer(s)	
igner's Name:	Signer's Name:
Corporate Officer — Title(s):	Corporate Officer — Title(s):
Partner — Limited General	Partner - Limited General
Individual Attorney in Fact	
	Individual Attorney in Fact
Trustee Guardian or Conservator	Trustee Guardian or Conservator
	Trustee Guardian or Conservator

#### EXHIBIT "B"

Bond Number: PB00535000068
Premium: Included in Performance Bond

#### **PAYMENT BOND**

WHEREAS, the City Council of the City of Beaumont, State of California, as	nd
Woodside 05S, LP (hereafter designated as "the Principal") have entered in Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Pla	111
dated hort 14, 2015, whereby Principal agrees to install and complete certain designate public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No.31462-7	ed 7
which is hereby incorporated herein and made a part hereof; and	.,1

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 Mallon One Hundred Flow Thomased Eight Hundred Seven and 25/100 dollars (\$2,105,807.55), 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 April 13th \_\_\_\_\_\_, 20 15 \_\_.

PRINCIPAL:

Woodside 05S, LP, a California limited partnership By: WDS, GP, Inc., a California corporation

Its: General Partagr

Title Tim Mclinais Authorized Signatury

SURETY:

Philadelphia Indemnity Insurance Company

Title Michael J. Perry, Attorney-in-Fact

## PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100 Bala Cynwyd, PA 19004-0950

#### Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS—that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint DANA L DOWERS, SANDRA SIKORA, ROBERT RANALLO, MICHAEL J PERRY AND PAUL A BLAND OF THE DLD COMPANY DBA DLD INSURANCE BROKERS INC

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

This Power of Attorney is granted and is signed and scaled by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company to (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TII</sup> DAY OF FEBRUARY 2013



(Seal)

Robertoff

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly swom said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PERRE NOTARRAL SEAL DARBELLE PORATH, Notary Lower Medon Two, Mortgomo My Commission Explose March		Danle a	
(Notary Seal)	residing at:	Bala Cynwyd, PA	
	My commission expires:	March 22, 2016	

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of April 20 15



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary PHILADELPHIA INDEMNITY INSURANCE COMPANY

# CALIFORNIA 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 4/13/15 before me, Brandy N	Novak, Notary Public , Notary Public
	(Here insert name and title of the officer)
personally appeared Michael J. Perry	- mark
the within instrument and acknowledged to me t	idence to be the person whose name is/subscribed to hat he executed the same in his/subscribed authorized on the instrument the person, or the entity upon behalf of it.
I certify under PENALTY OF PERJURY under this true and correct.	he laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal.	B. NOVAK Commission # 1935357 Notary Public - California Orange County
Signature of Notary Public	My Comm. Expires May 7, 2015  (Notary Seal)
ADDITIONAL O	PTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT Payment Bond PB00535000068  (Title or description of attached document) Fairway Canyon Tract 31462-7  (Title or description of attached document continued)	INSTRUCTIONS FOR COMPLETING THIS FORM  Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (e.e. craffing the authorized capacity of the same). Please check the document carefully for proper notarial wording and attach this form if required.
Number of Pages 1 Document Date 4/13/15	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the dats that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> </ul>
(Additional information)	<ul> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer  (Title) Partner(s) Attorney-in-Fact Trustee(s) Other	notarization  Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he she/sheyr is /are) or circling the correct forms. Fathere 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 suffice ent 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 missed or attached to a different document.  Indicate title or type of standed document, number of page and date.

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

Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

**CIVIL CODE § 1189** 

Market and the Control of the State of the Control	CASE TO STORY OF THE PODD OF ANY COUNTY OF THE PARTY OF THE PARTY.
A notary public or other officer completing this certific document to which this certificate is attached, and not	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California  County of 102R & Cle  On 481 14 205 before me, Ki	helle in Soundle, Notes Shill
Date	Here Insert Name and Title of the Officer
personally appeared	obina 5
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	v evidence to be the person(s) whose name(s) is/ere viedged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), cted, executed the instrument.
ROCHELLE M. SRCMALLA Commission # 1931536 Notary Public - California Riverside County My Comm. Expires May 2, 2015	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 of Notary Public
Though this section is optional, completing this	TIONAL
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Tha	n Named Above:
Capacity(les) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator	Partner — Limited General
Other:	Other:Signer Is Representing:

Basic Gov (Sales Force) #	
File #	

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

(Tract Map/Parcel Map/Plot Plan No3142-)

THIS	SEC	URITY	<b>AGREEME</b>	ENT is	made	hv	and between	CITY	OF	BEALIMONII
("CITY")	and	Wood	etta OSC	18			Californi	0111	Oi	PEYONOM
("DEVELOF	PER"	-	aloc - CR	-	,		7 1 TO 1 TO 1 TO 1			company
,	/-									

#### RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan #34623, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

#### AGREEMENT

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

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

- 3. <u>Compliance with Plans and Specifications.</u> The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.
- Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. 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. <u>Indemnification.</u> Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.
- 9. <u>Procedure for Release of Performance Bond Security.</u> The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:
  - a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.
  - b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

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

- c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.
- d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.
- e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.
- 10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.
- 11. <u>Security for One-Year Warranty Period.</u> The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.
- 12. <u>Binding Effect.</u> This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.
- 13. <u>Authority to Execute.</u> The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.
- 14. 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. <u>Execution in Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

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

CITY OF BEAUMONT
By Mayor
Date
DEVELOPER Woodside OSS, LP & California Corporation  By Marine Comparation  The Machiner
<u>4-14-15</u>
Title: Authorized Signatury
Address: 11870 Pierce St. # 250 Rivuside, CA 92505

- Reduced Bond Amount - What has been installed

# CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.:	Tract No. 31	462-7 Phase 1 Street,	Sewer & Stor	m Drain Improvements
DATE:		27-Apr-16		
PP, CUP NO.:			BY:	George A. Lenfestey
IMPROVEMENTS		HFUL PERFORMANO OR & MATERIALS SI		100% 100%
	Con	struction Costs)		
Streets/Drainage	\$	864,035.25		
Sewer	\$	275,649.25		
Total	\$	1,139,684.50		
Warranty Retension (22.5%)	\$	256,429.01		
Street/Drainage Plan Check Fees =	\$	17,280.71		
Sewer Plan Check Fees =	\$	6,891.23		
Street Inspection Fees =	\$	25,921.06		
Sewer Inspection Fees =	\$	11,025.97		
Above amounts do not X including Engineer's Signature	the mathematical extensions	s using City's unit costs	s are accurate	for
George A. Lenfestey Name typed or printed				G: 11 T 1 T 1 T 1
FORM \$ UNIT COSTS R	EVISED 09/06			Civil Engineer's Stamp
1. Quantities to be taken from Construction Cost Worksh	******PLEASE READ IN n improvement plans, Unit c eet".	STRUCTIONS BELO costs to be as provided	OW***** on "City of E	eaumont
2. Show Bond Amounts to the	e nearest \$500.			
is to provide his opinion of	covered by the Construction f construction cost and use on the opinion of the Design	of that cost. If City of I	Beaumont uni	t costs are

PROJECT: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements

DATE: <u>27-Apr-16</u>

<del></del>		STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UN	IT COST	A	MOUNT
		Roadway Excavation				
2,332	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(125,939 sf) 2. Projects without a grading plan (road	\$	15.00	\$	34,980
	·	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 acrual				
		costs to assure that work will be corrected to				<del></del>
-		eliminate hazardous conditions.)				
					\$	
	S.F	Remove A.C. Pavement	\$	1.00	\$	<u>-</u>
	L.F.	Remove Curb and Gutter	\$	4.00	\$	
	L.F.	Remove A.C. Dike	\$	3.00	\$	
	S.F	Remove Sidewalk	\$	3.00	\$_	· <b>-</b>
	L.F.	Sawcut & Remove Exist. A.C. Pavement	\$	2.00	\$	
_			<b>_</b>		\$	
					\$	
					\$	<u> </u>
<del></del>					\$	<u>-</u>
			_		\$	
					\$	_
					\$	-
					\$	•
			4		\$	
					\$	-

PROJECT: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements

DATE: <u>27-Apr-16</u>

		STREET IMPROVEMENTS (Cont'd.	<u> </u>			<u> </u>
QTY.	UNIT	ITEM	U	NIT COST		AMOUNT
	L.F.	Remove Chain Link Fence	\$	2.50	\$	
	EA.	Remove Barricade	\$	200.00	\$	-
2,267	TON	Asphalt Concrete - 144 lbs/cu. Ft. (125,939 SF @ 0.25')	\$	90.00	\$	204,03
2,332	C.Y.	Aggregate Base Class II (125,939 SF@0.50')	\$	50.00	\$	116,60
1	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (125,939 SF)	\$_	600.00	\$	54
	S.F	apply at 0.05 + 0.03 = 0.08 gal/SY  AC overlay (min. 0.10')  If export, provide (a) & (b), a=fill, b=cut-fill  If import, provide (a)&(C), a=cut, c=fill-cut  (Unit costs for (a), (b) & (C) are 20% of  actual costs to assure that work will be  corrected to eliminate hazardous conditions.)	\$	0.90	\$	<u> </u>
_	S.F.	Remove A.C. Pavement	\$	0.50	\$	
	L.F.	Curb and Gutter (Wedge Curb)	\$	8.00	\$	
7,722	L.F.	Curb and Gutter (Type A-6)	\$	10.00	\$	77,22
	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	\$	_
3,060	S.F.	P.C.C. Cross Gutter and Spandrels	\$	10.00	\$	30,60
	S.F.	P.C.C. Sidewalk	\$	6.00	<u> </u>	
	SF	P.C.C. Drive Approach	\$	8.00	\$	
4	EA.	Handicapped Access Ramp	\$	1,500.00	\$	6,00
88	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$	8.00	\$	70
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$	4.00	\$	
					\$	
					\$	
					\$	

SUBTOTAL = \$ 435,694.00

PROJECT: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements

DATE: \_\_\_\_27-Apr-16

		STREET IMPROVEMENTS (Cont'o	l.)			
QTY.	UNIT	ITEM	TEM UNIT COST		AMOUNT	
7	EA.	Street Name Sign	\$	250.00	\$	1,750
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F		40.00	_	
	LA.	Object Markers - Modified Type F	\$	40.00	\$	
	EA.	Delineators, Riverside County	\$	40.00	\$	
32	L.F.	Barricades	\$	28.00	\$	896
3,956	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$	10.00	\$	39,560
	L.F.	Chain Link Fence (6')	\$	12.00	\$	
	L.F.	Remove Fence	\$	4.00	\$	
	EA.	Remove Power Pole	\$	1,200.00	\$	
	EA.	Street Lights (including conduit)	\$	5,000.00	\$	
95	EA.	Street Trees (15 gallon)	\$	150.00	\$	14,250
	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	\$	1,800.00	\$	
	S.F.	Terrace Drains and Down Drains	\$	6.50	\$	-
	S.F.	Interceptor Drains	\$	6.50	\$	-
9	EA.	Gutter Depression for Curb Opening Catch Basin	\$	1,500.00	\$	13,500
1	EA.	Access Driveway for Storm Drain at Cul-de-Sac	\$	640.00	\$	640
3	EA.	"STOP" Pavement Marking	\$	200.00	\$	600
3	EA.	Limit Line	\$	75.00	\$	225
6	EA.	R1 "STOP SIGN"	\$	250.00	\$	1,500
1	EA.	W53 "NOT A THROUGH STREET" Sign	\$	250.00	\$	250
					\$	
					\$	
					\$	
					\$	

SUBTOTAL = \$ 73,171.00

PROJECT: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements

DATE: <u>27-Apr-16</u>

	·	STREET IMPROVEMENTS (Cont'd.	)		 
QTY.	UNIT	ITEM	$\overline{}$	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	\$	35.00	\$ 
	C.Y.	Rip Rap (1/2 Ton) Method B	\$	40.00	\$ 
	C.Y.	Rip Rap (1 Ton) Method B	\$	45.00	\$ _
	C.Y.	Rip Rap (2 Ton) Method B	\$	50.00	\$ 
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$	45.00	\$ 
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$	55.00	\$
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$	60.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$	65.00	\$ -
118	L.F.	18" R.C.P.	\$	60.00	\$ 7,080
166	L.F.	24" R.C.P.	\$	70.00	\$ 11,620
63	L.F.	30" R.C.P.	\$	80.00	\$ 5,040
990	L.F.	36" R.C.P.	\$	90.00	\$ 89,100
	L.F.	42" R.C.P.	\$	100.00	\$
	L.F.	48 " RCP	\$	110.00	\$ _
	L. <u>F.</u>	54" RCP	\$	135.00	\$ -
	L.F.	60" RCP	\$	160.00	\$ 
	L.F.	72" RCP	\$	200.00	\$ -
	L.F.		\$	1.00	\$ 
	L.F.		\$	1.00	\$ -
	EA.	H.D.P.E. Clean Out	\$	400.00	\$ -
1	EA	Drain Basin	\$	400.00	\$ 400
1	EA.	Curb Outlet	\$	3,000.00	\$ 3,000
	<u>E</u> A.	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	\$ _
	EA.	Concrete Pipe Anchor & Stabilizer	\$	250.00	\$ _
	L.F.	12" HDPE. Pipe	\$	31.00	\$ 
	L.F	36" HDPE. Pipe	\$	75.00	\$ 

SUBTOTAL = \$ 116,490.00

PROJECT: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements

DATE: <u>27-Apr-16</u>

		STREET IMPROVEMENTS (Cont'e	d.)			
QTY.	UNIT	ITEM	τ	NIT COST	Π	AMOUNT
	L.F.	60" C.S.P.	\$	115.00	\$	
	EA.	Catch Basin W = 4'	\$	1,700.00	\$	
1	EA.	Catch Basin W = 7'	\$	3,000.00	\$	3,000
2	<u>E</u> A.	Catch Basin W = 10'	\$	4,000.00	\$	8,000
3	EA.	Catch Basin W = 14'	\$	5,500.00	\$	16,500
3	EA.	Catch Basin W = 21'	\$	9,000.00	\$	27,000
	EA.	Type IX Inlet	\$	2,500.00	\$	
	EA.	Type X Inlet	\$	2,500.00	\$	_
	EA.	Junction Structure No. 1	\$	3,000.00	\$	
	EA.	Junction Structure No. 2	\$	2,500.00	\$	
	EA.	Junction Structure No. 6	\$	3,700.00	\$	
	EA.	Transition Structure No. 1	\$	2,000.00	\$	-
	EA.	Transition Structure No. 3	\$	2,700.00	\$	_
8	EA.	Manhole No. 1	\$	2,700.00	\$	21,600
2	EA	Manhole No. 2	\$	3,300.00	\$	6,600
	EA.	Manhole No. 3	\$	2,700.00	\$	-
1	EA.	Manhole No. 4	\$	5,000.00	\$	5,000
	EA.	Adjust Water Valve (if no water plan)	\$	150.00	\$	
	EA.	Adjust MH to grade (if no sewer plan)	\$	400.00	\$	-
	EA	Headwall	\$	5,000.00	\$	-
		Remove & Dispose of Interferring 30" Storm Drain				
	L.S.	and 36" Riser	\$	500.00	\$	-
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$	10,000.00	\$	
	L.F.	and Concrete Bulkhead	\$	25.00	\$	
	EA.	Outlet Structure (Line A & B)	\$	5,000.00	\$	-
	EA.	Remove Existing Headwall	\$	1,000.00	\$	-
132	L.F.	Catch Basin Trash Rack	\$	25.00	\$	3,300
					\$	
					\$	
					\$	
			CUID		\$	

SUBTOTAL = \$ 91,000

PROJECT: Tract No. 31462-7 Phase 1 Street, Sev	& Storm Drain Improvements	DATE:	27-Apr-16
STREI	IMPROVEMENTS (Cont'd.)		
QTY. UNIT ITEM	UNI	T COST	AMOUNT
EA. Water Quality Structure		2,500.00 \$	-
LS Concrete Inlet Apron	\$	11,000.00 \$	
LS Emergency Spillway	\$	27,000.00 \$	
LS 84" Storm Drain Grate	\$	8,500.00 \$	
SF 3' Wide V-Gutter (945 I	\$	4.00 \$	
		\$	
		· \$	
		\$	
		\$	
		\$	
	Subtota	al: \$	
A. Subtotal		\$	751,335
B. Contingency (15%)		\$	112,700
C. Streets/Drainage Total (A + B)	**********	<u>\$</u>	864,035

PROJECT: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements

DATE: 27-Apr-16

# SEWER IMPROVEMENTS

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

quantities as	part of	street i	improvements.
---------------	---------	----------	---------------

QTY.	UNIT	ITEM	UN	IT COST	Į.	AMOUNT
2,271	L.F	4" PVC. (148 Lots @ 25' Avg. Length & 5' for cleanout)	\$	15.00	\$	34,065
	L.F.	4" P.V.C. Force Main & Fittings	\$	26.00	\$	_
3,733	L.F.	8" PVC	\$	30.00	\$	111,990
	L.F.	10" V.C.P.	\$	35.00	\$	
	L.F.	12" V.C.P.	\$	40.00	\$	-
	L.F.	15" V.C.P.	\$	50.00	\$	_
15	EA.	Standard or Terminus Manholes	\$	2,500.00	\$	37,500
	EA.	Drop Manholes	\$	4,000.00	\$	_
88	EA.	Cleanouts	\$	500.00	\$	44,000
88	EA.	Sewer Y's	\$	25.00	\$	2,200
	EA.	Chimneys	\$	300.00	\$	-
	EA.	Adjust M.H. to grade	\$	340.00	\$	
	L.F.	Concrete Encasement	\$	20.00	\$	_
-	EA.	4" P.V.C. Misc. Fittings	\$	120.00	\$	
	L.F.	Sewer Pipe Sleeving	\$	36.00	\$	_
	EA.	Sewer Lift Station			\$	-
39	EA.	Backflow prevention device	\$	250.00	\$	9,750
1	EA.	8" P.V.C. Misc. Fittings & Plugs	\$	190.00	\$	190
					\$	-

A.	Subtotal	_\$	239,695
B.	Contingency (15% x A)	\$	35,954
C.	Sewer Total (A + B)	_\$	275,649



AND IN PAIR TOWNS THE CONTROL OF THE

# STORM DRAIN IMPROVEMENT PLAN CITY OF BEAUMONT, CALIFORNIA TRACT NO. 31462-7

# ROTE: TRACTION FOR CHIES AND STRUCTURES IN THE ALLOWED UNIX. S.A. COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE POLICY WORK DEPARTMENT.

# CONSTRUCTION NOTES & QUANTITY ESTRATE CONSUMES THE VIEW WAS THE PROOF THE WAS THE WA CHEMINATION TO A STATE WAS A THE WAS T CL'ISTRICT MUNICIE NO. 2 PER RICKE & NICO. ST. DNG. NO. MICH. CONC. HELT HE NO (SEE ENGRE ALT D LONG) ACRE. LOC ACOURT OF STATES OF MYSE OF MACHINES AND MINISTER LANCE STATES. THE THE PROPERTY A PER ROTTO & MCA. STE. SHE MG. MILLEY

SHEET INDEX

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3 LINE OF HAVE A PROFILE

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# CHICK SMALL RE CONSTRUCTO PER SECTION 300-4 OF THE JUMBARD SPECIFICATIONS FOR FIRED MORNS DINSTRULTION (CREE-BOOK) W. T. CHICH BREIN SERVIN BACK — THEMBERG CENTE WILL VESSE ON WANDED EN " ā

MODEL IS HOPE

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MOITE

WE TREATED AS SHALL HAVE CONTENSIONAL VOLUME CONCRETION AND ADMITTANT AND SECURITY AND ADMITTANT AND SECURITY AND S

MOTE:

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FORTY-BENT HOURS BEFORE EXCHANGE; ONL WYSERSROUND SERVICE ALDRE 1-8/0-227-25/0.

ALL STALLMEN ROTERS TO THE CONTENTIAL OF CHOSTRUCTUM LINES IN THERMOSE MOTER. ON STRUCTION ASSESSION WILL BE PERFORMED BY CITY OF RESUMBLY, CARRIED (951) 788—8550. THE TITY WILL BE NOTIFIED ONE MEEN PROOF TO CONSTRUCTION.

CHIRCHING FOR LAXERY. AND CONNECTOR PIPE RETEX TO THE "SYTEMAKE-CONTRIBUTE-WITHSECTION SOMEON."

GENERAL MOTES

GENERAL MOTES

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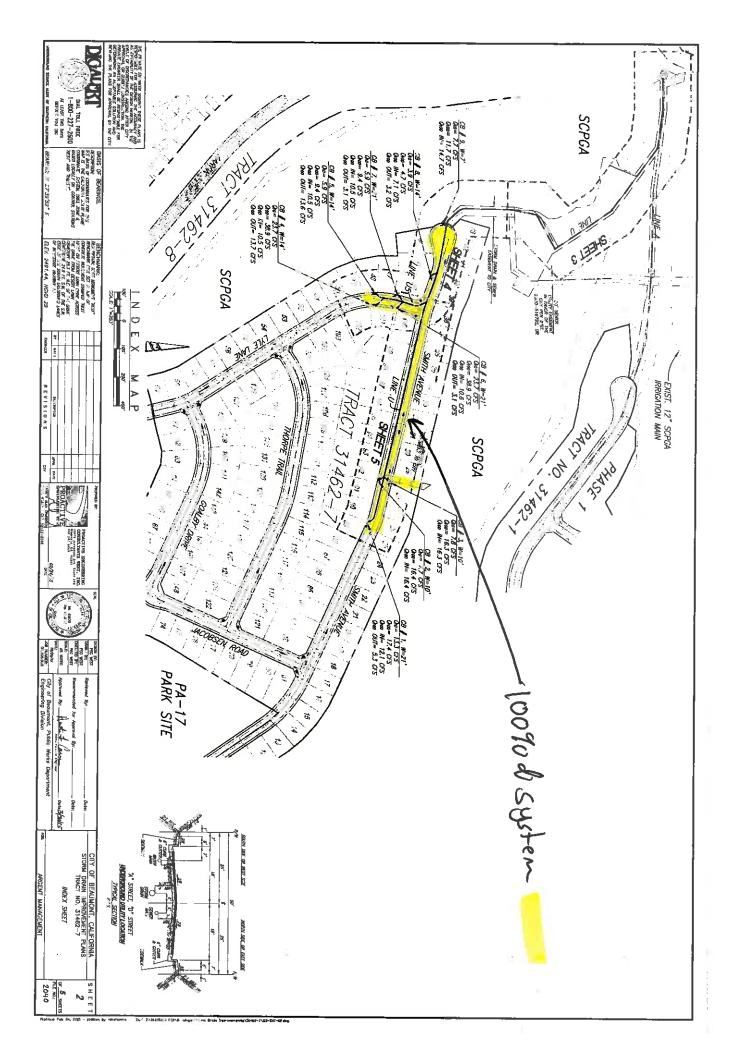
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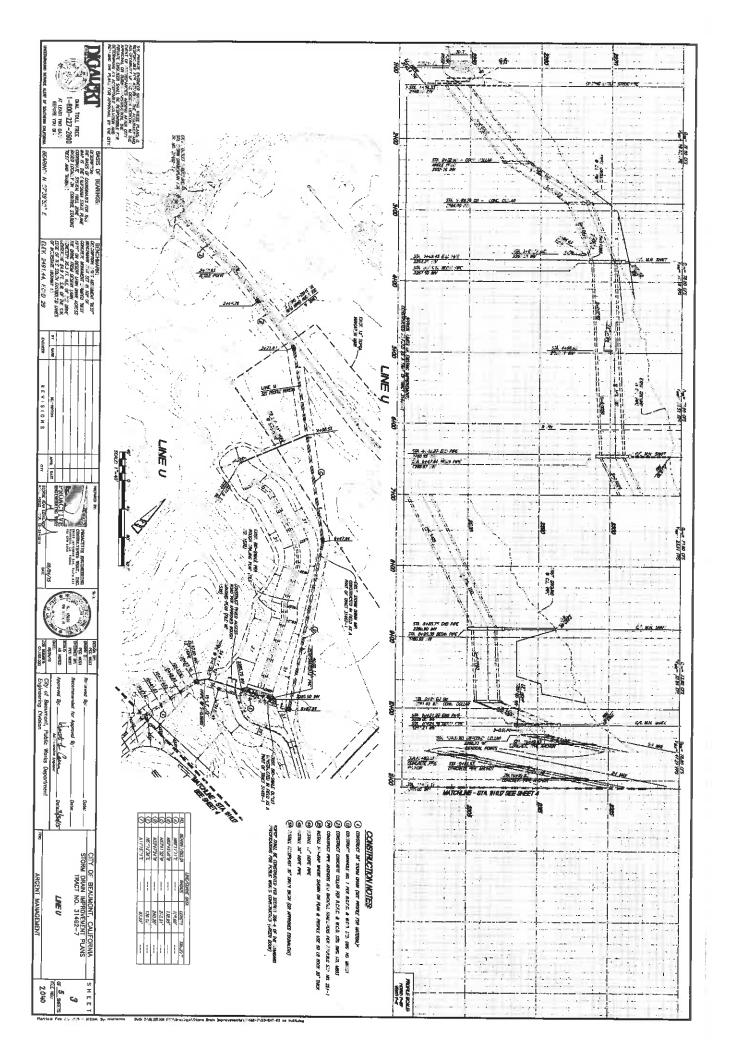
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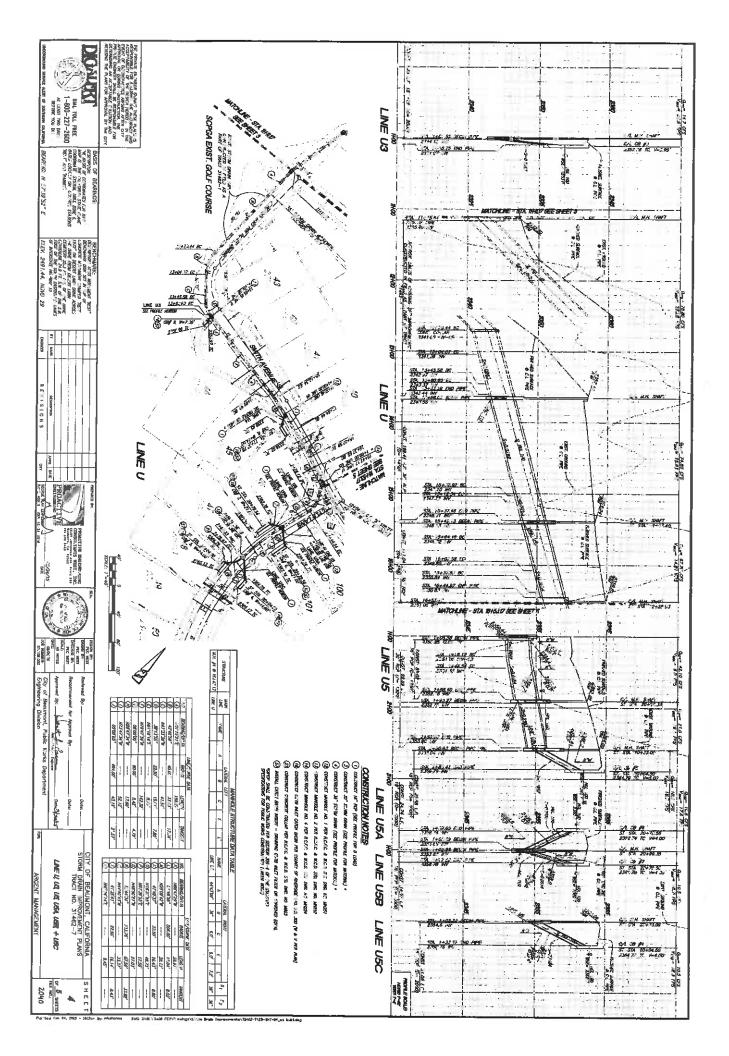
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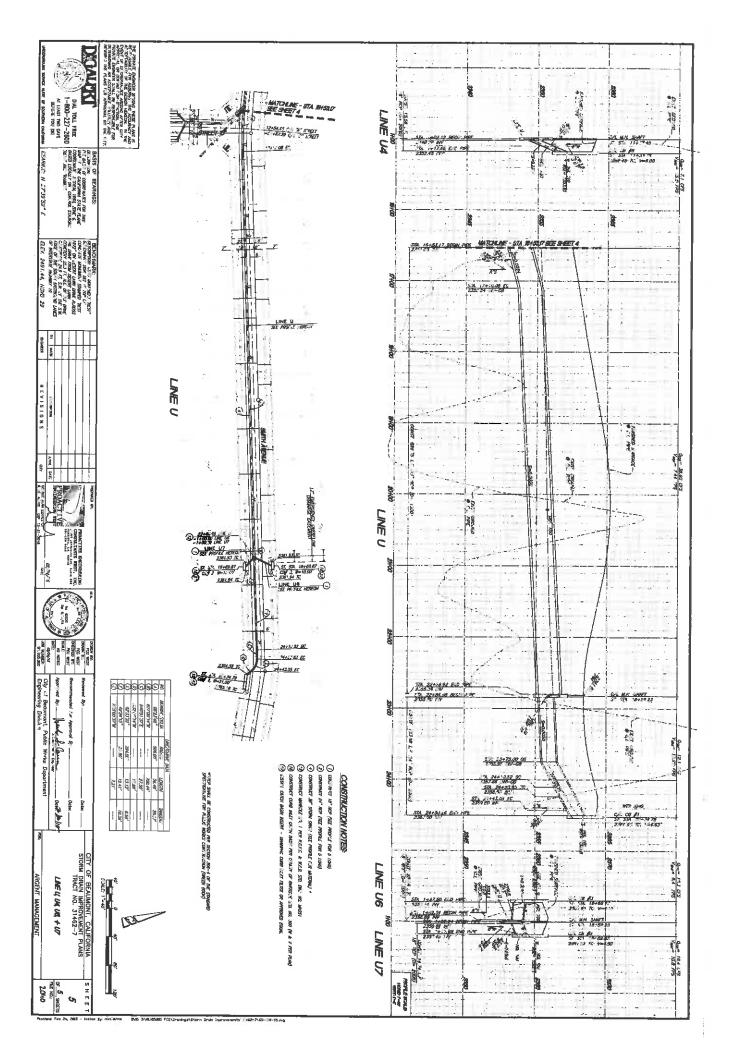
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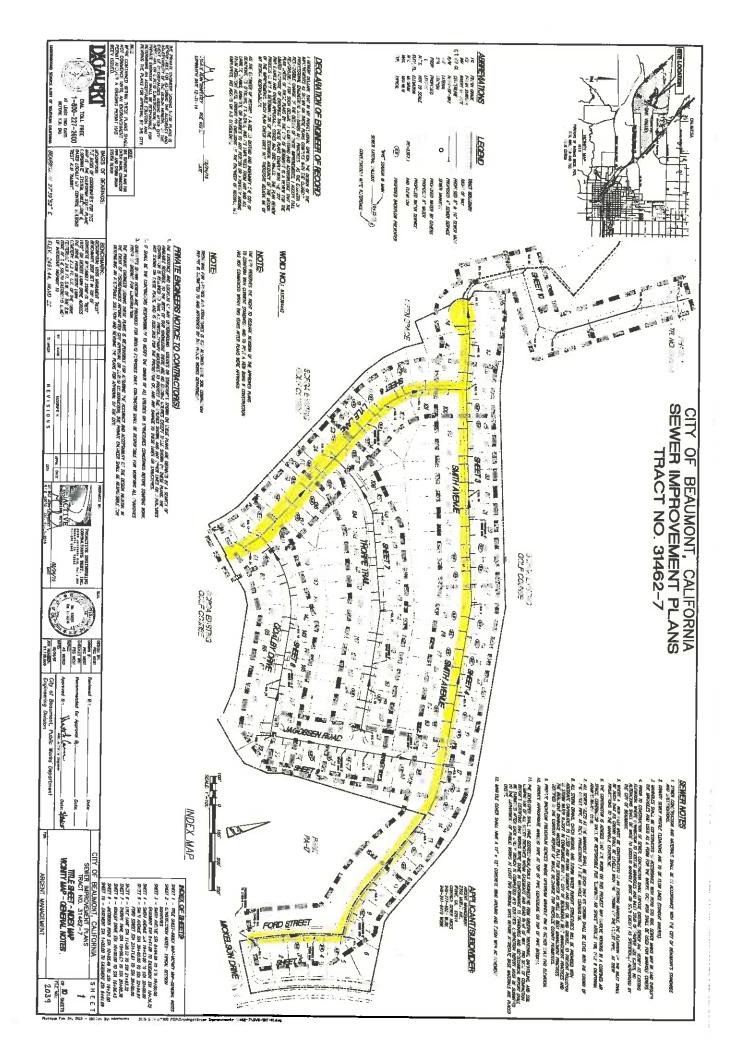
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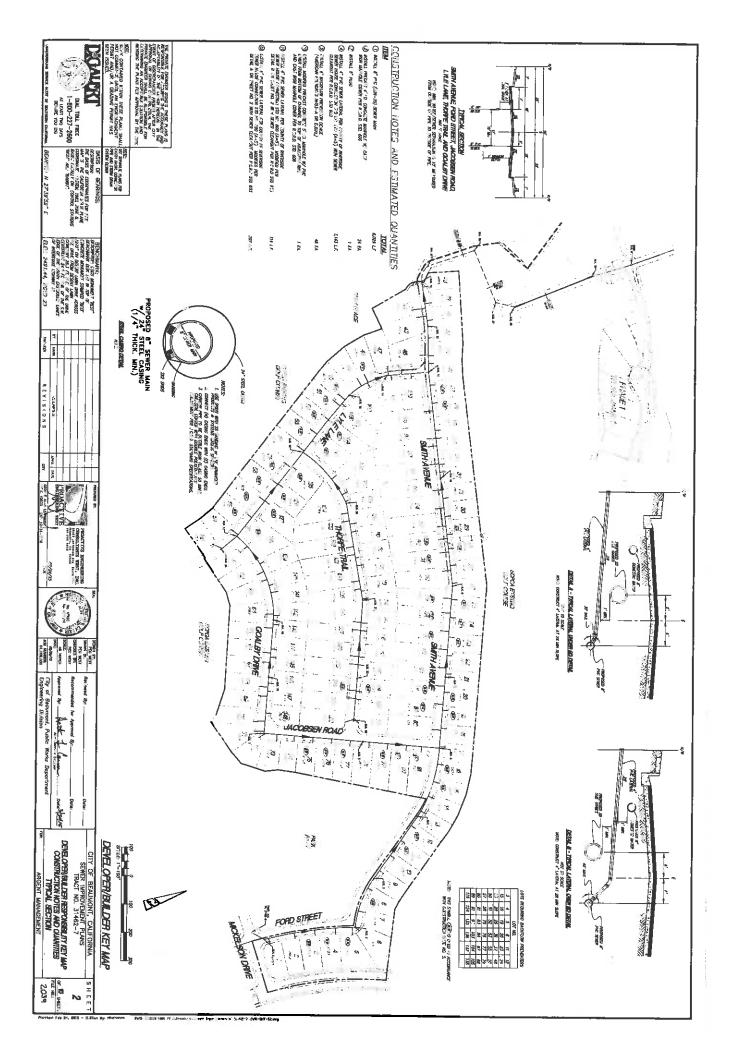


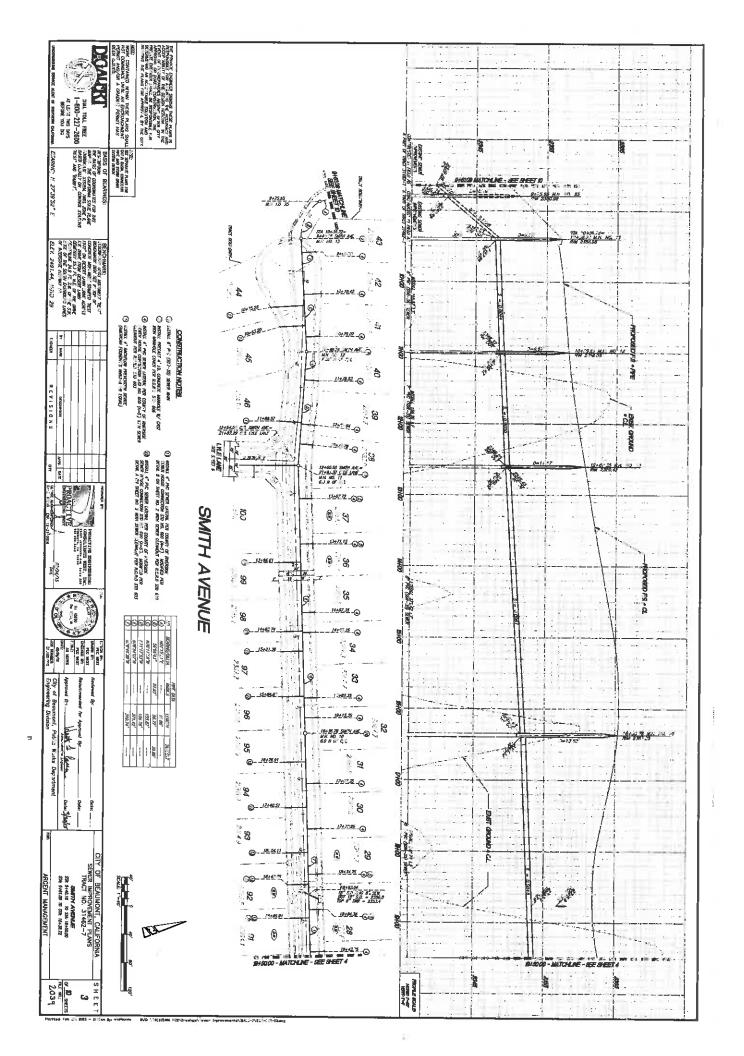


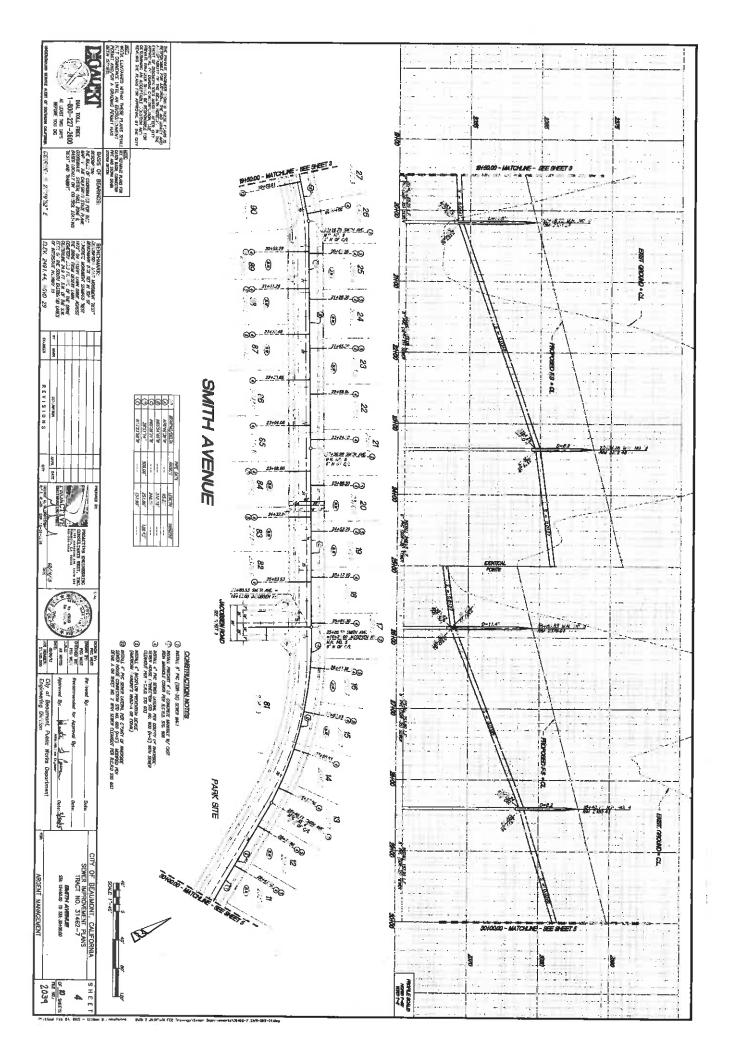


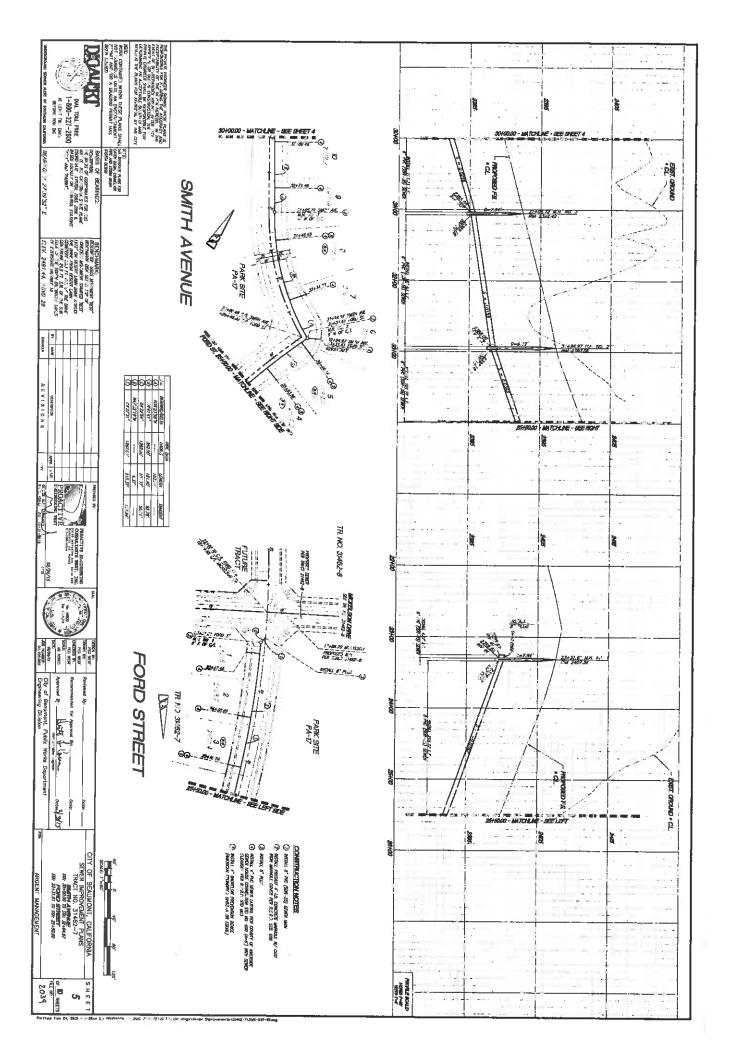


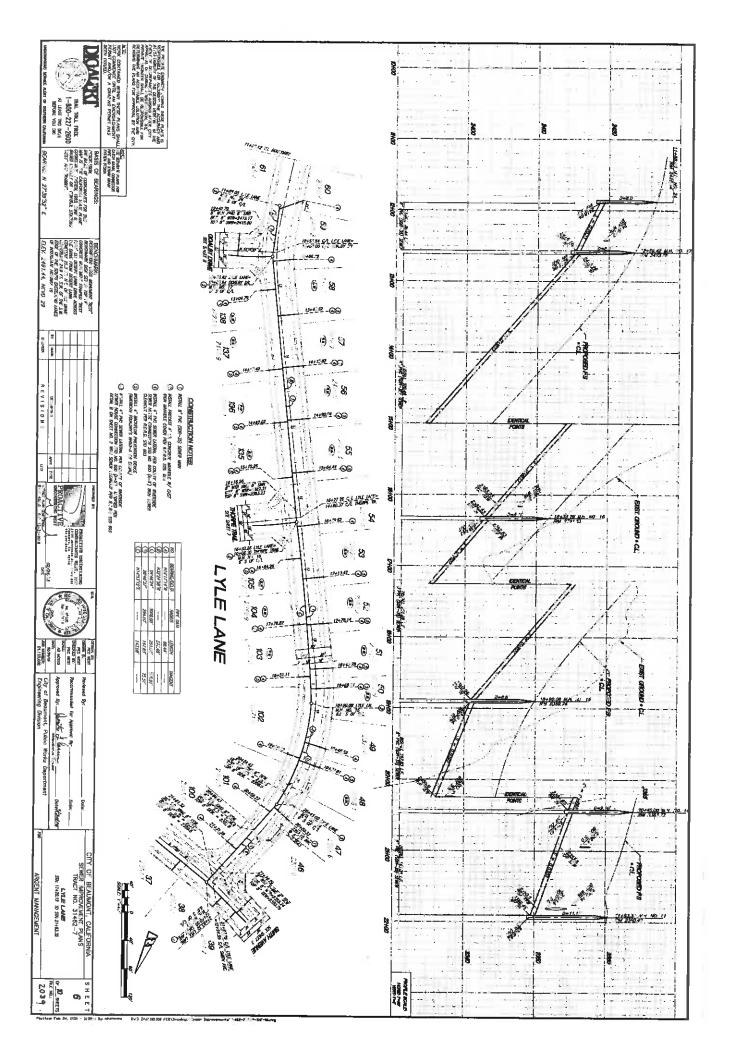


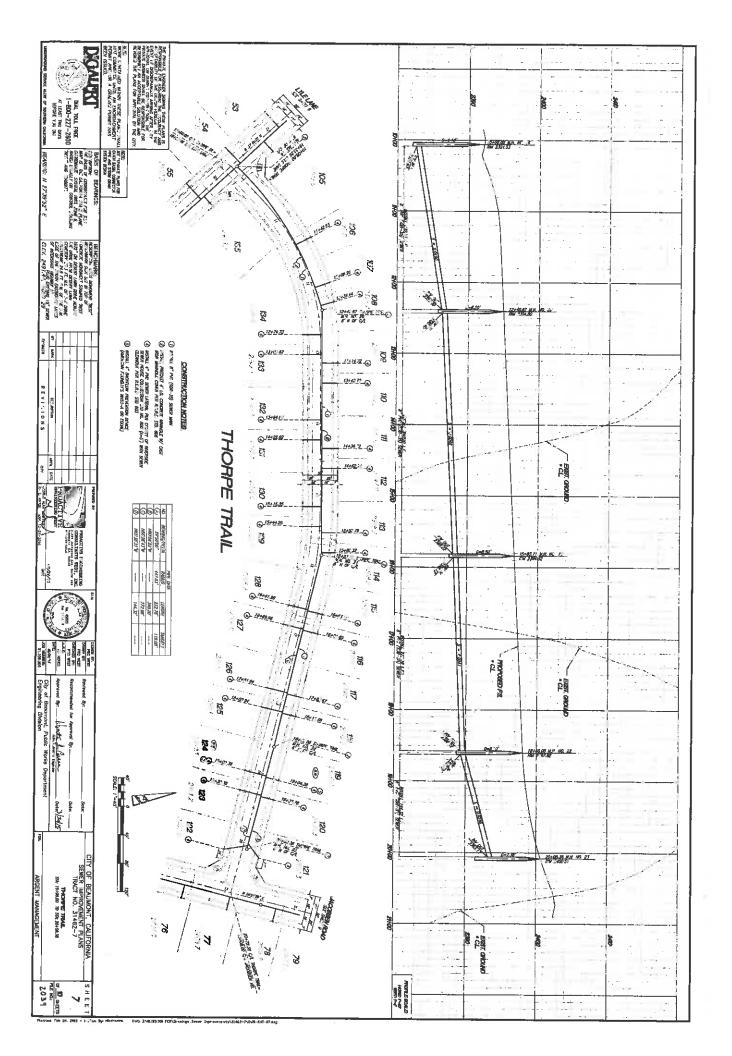


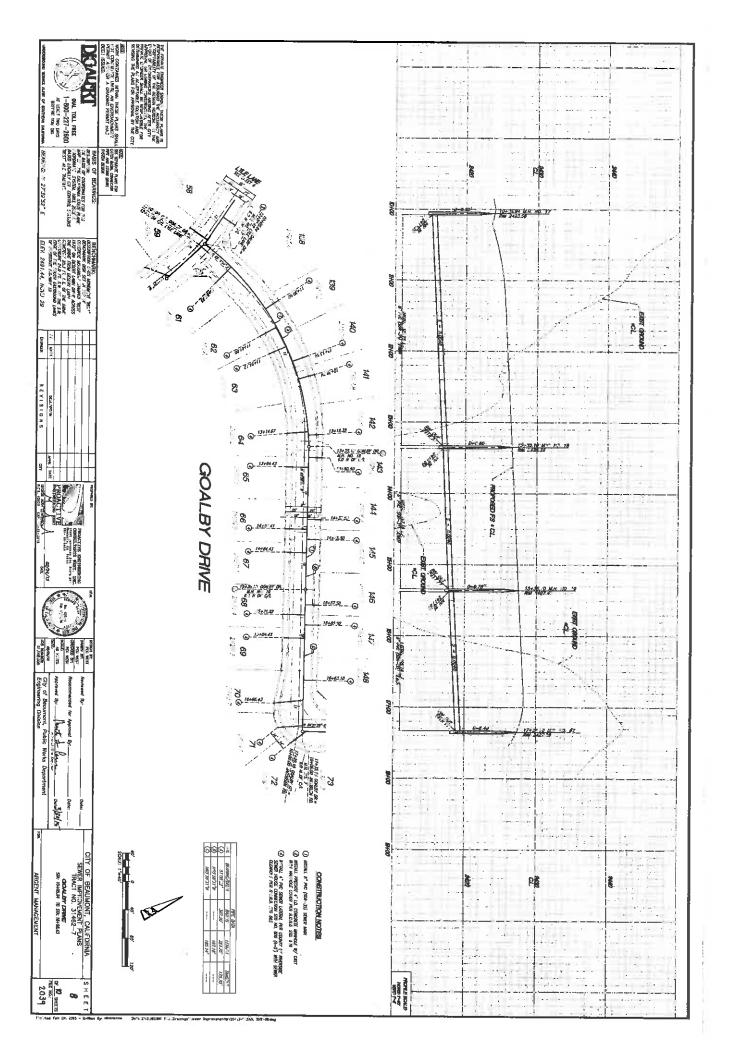


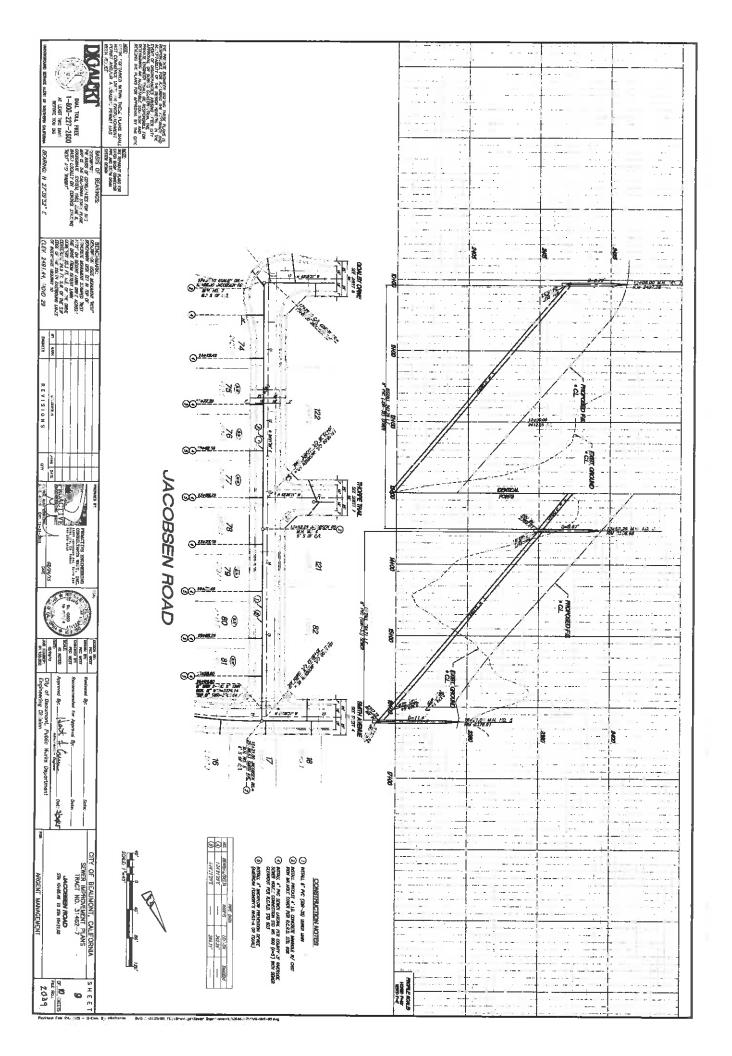


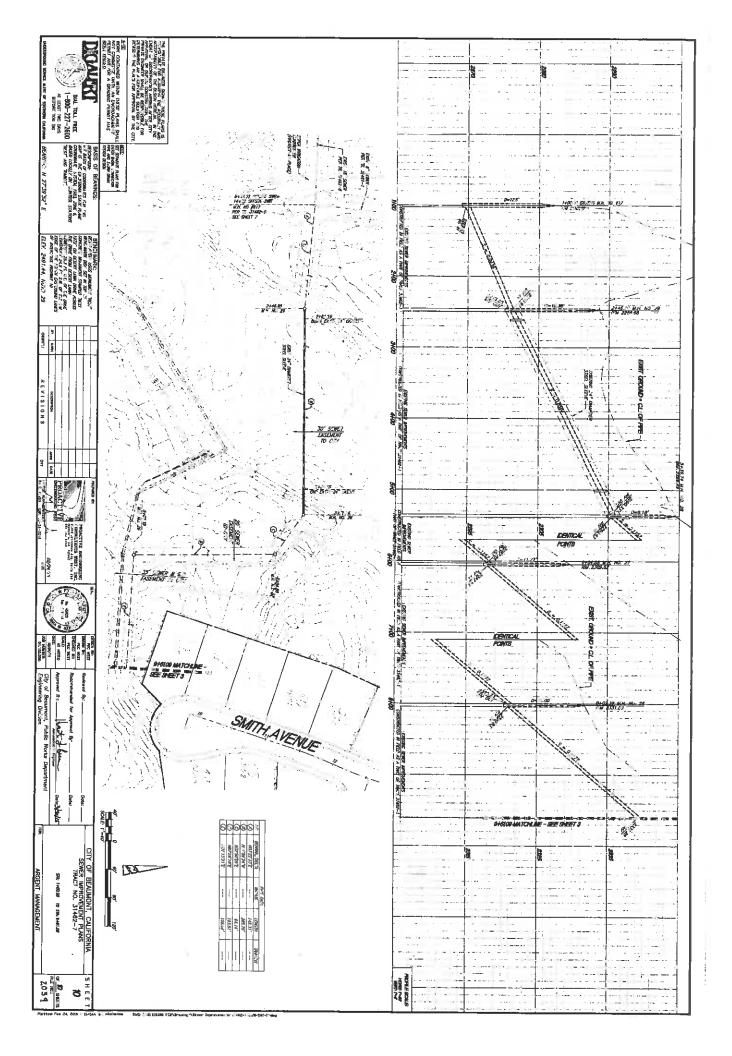


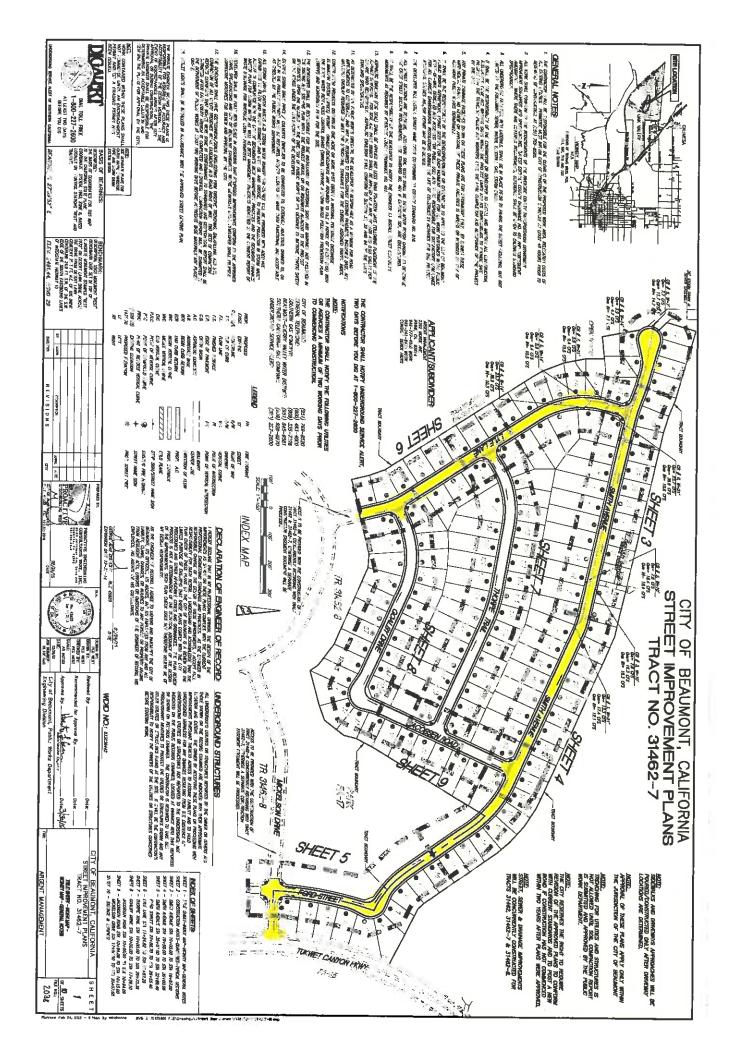


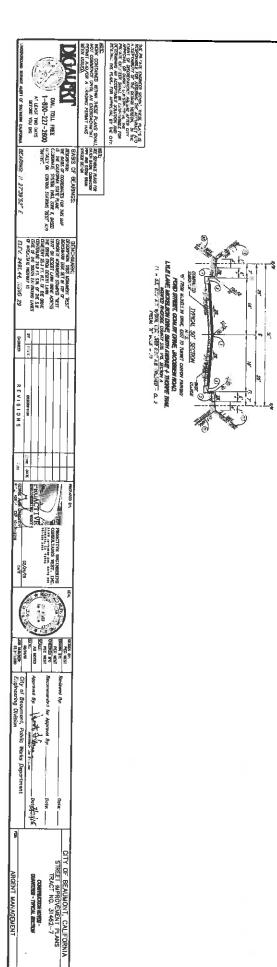








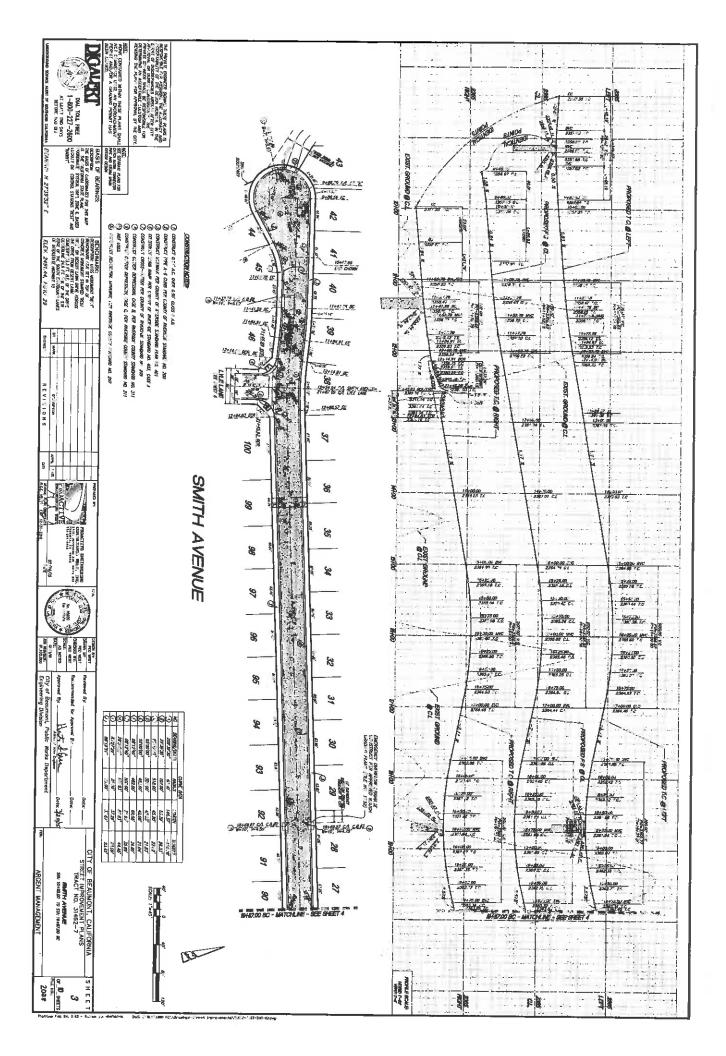


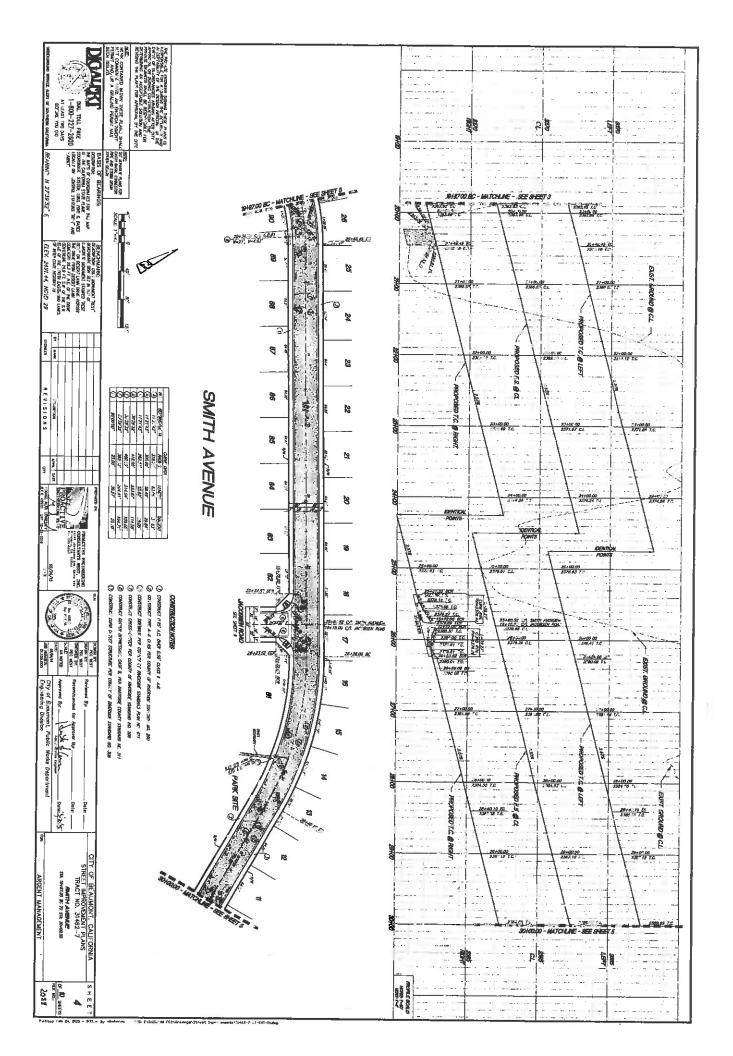


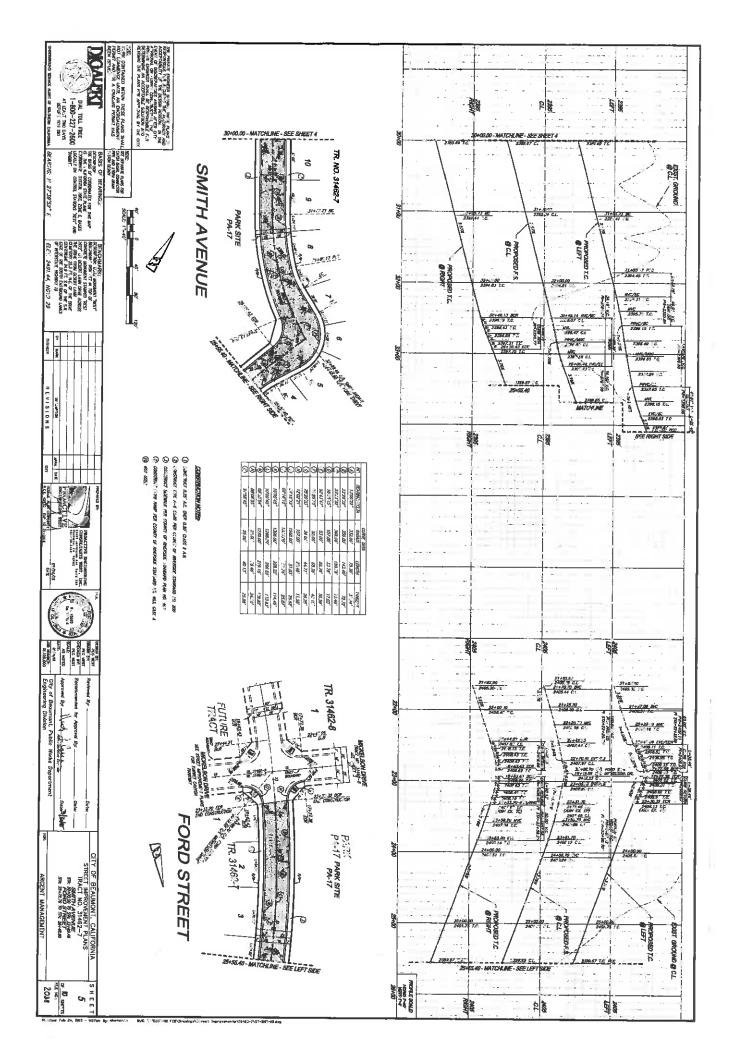
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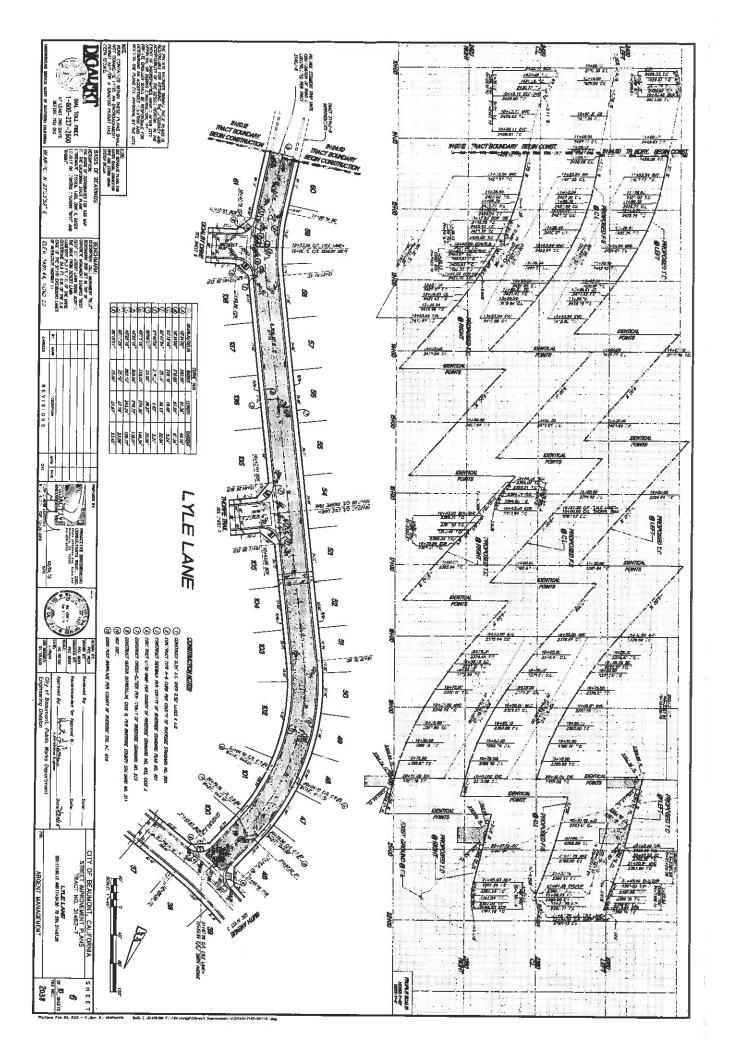
# CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

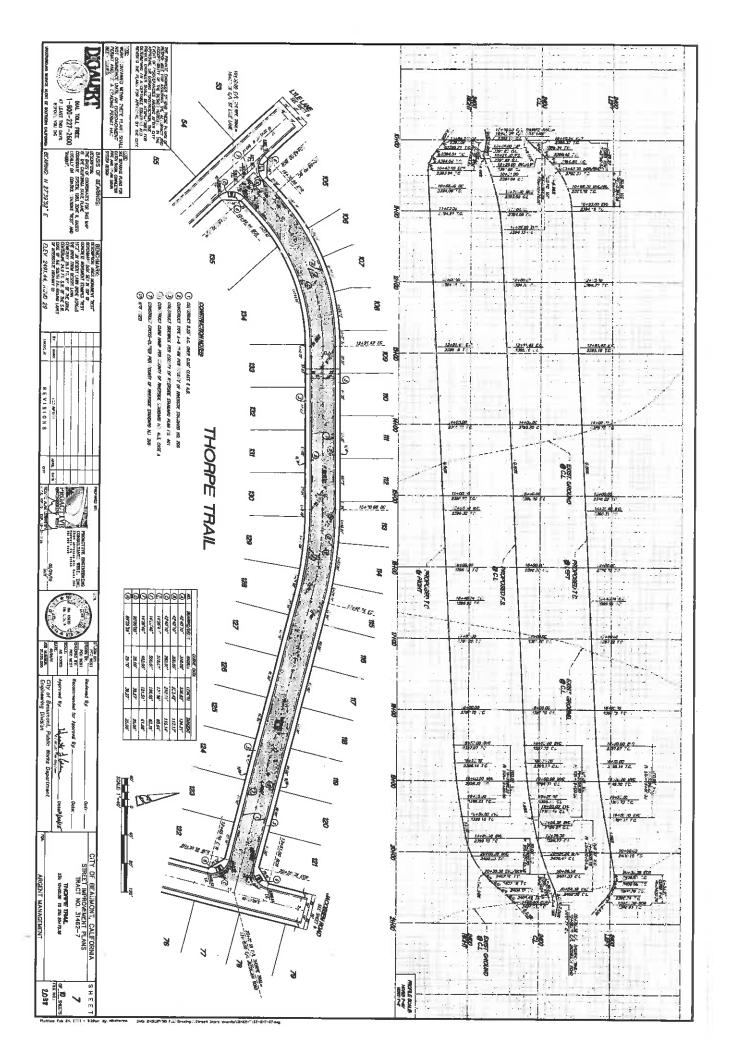
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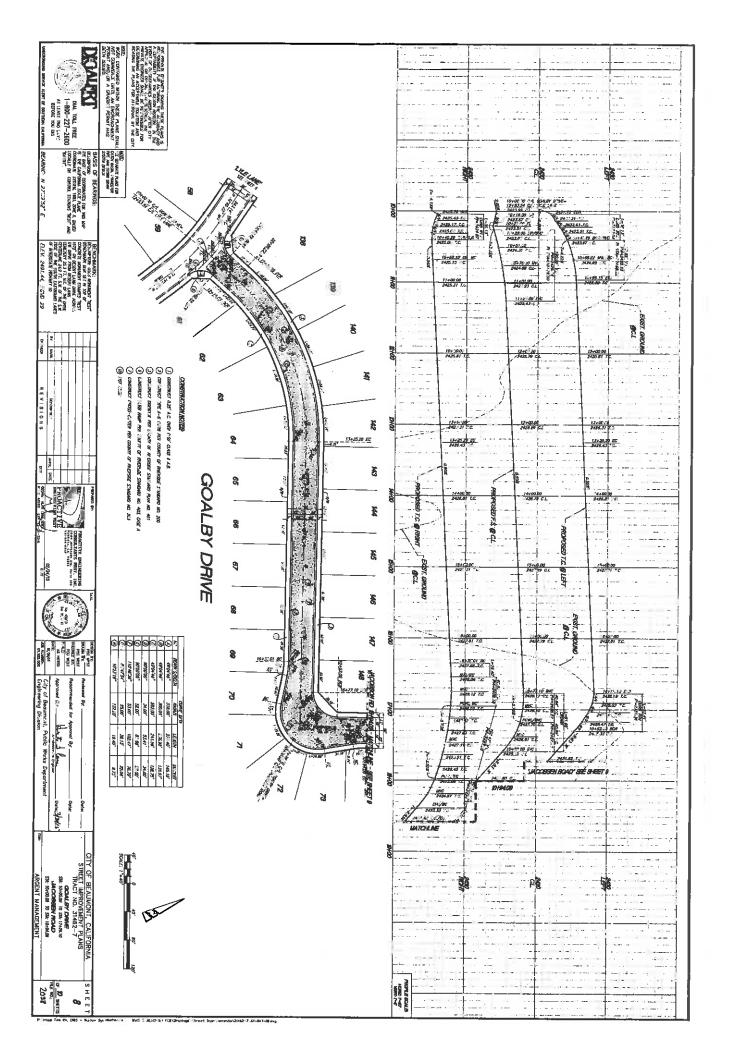


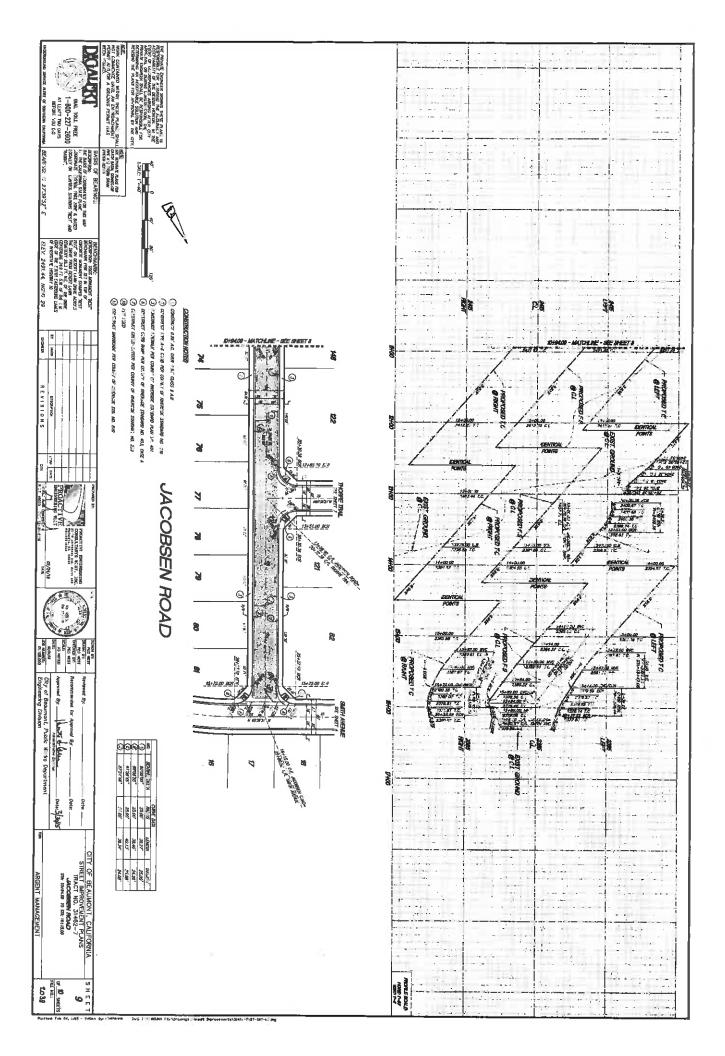


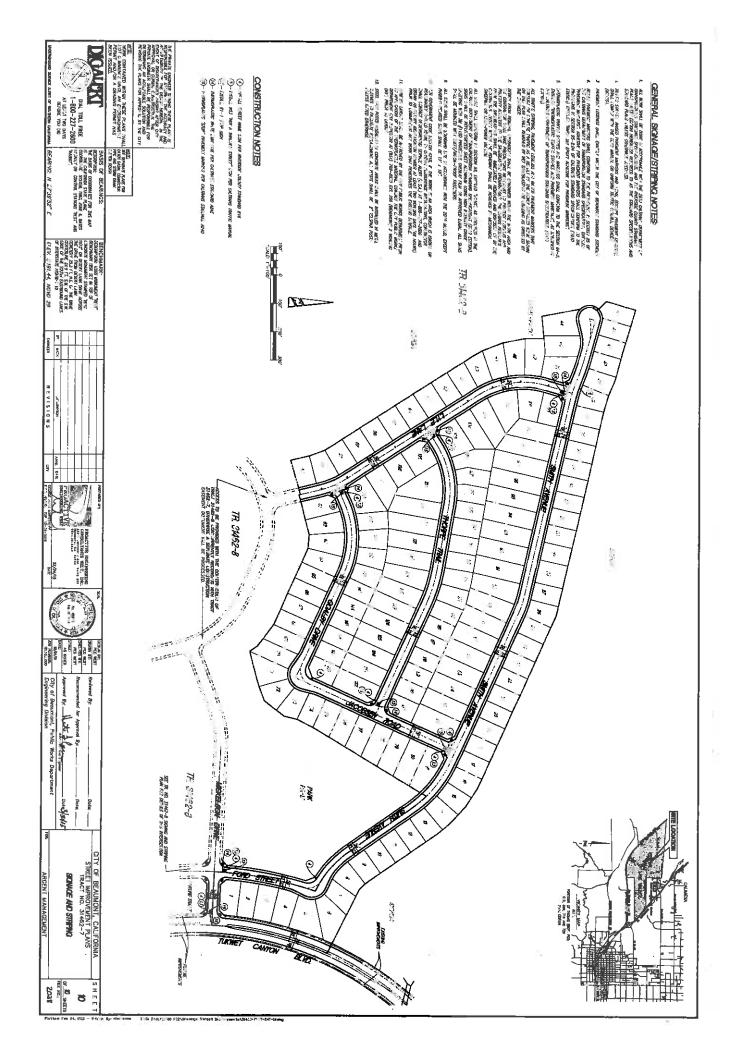












Bond No.: PB00535000068-M Premium: \$15,794 (Initial term - 1 Year)

# MAINTENANCE BOND

WHEREAS, the City of Beau	mont ("City"), a munici	pal corporation, and	Woodside 05S, LP
certain designated public imp	rovements and to guaran	itee and warrant the wo	1
following its completion and			
identified as	is hereby	referred to and made	a part hereof; and:
WHEREAS, Principal is requ warrant the work for a period work or labor done, or defecti	of one year following its	s completion and accep	tance against any defective
	Philadelphia I	Indemnity Insurance Company	
NOW, THEREFORE, we, the			
authorized to transact busines bound unto the City of Beaum	s under the laws of the S nont as obligee, in the pe	State of California as su Four Hundred se enal sum of hundred six dis &	rety, are held and firmly venty three thousand eight dollars
(\$_473,806.70_) lawful money (	of the United States, for	the payment of which s	sum well and truly to be
			s, jointly and severally, firmly
by these presents.			
The condition of this obligation	on is such that if the above	ve bounded principal, h	nis or its heirs, executors,

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 the Principal's, 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 of addition to the terms of the agreement or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligations of 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.

SIGNED AND SEALED THIS 1st DAY OF May 2020.

SURETY By:	Ву	Woodside 05S, LP PRINCIPAL By: WDS, GP, Inc. a California limited partnership y: Its General Partner
Heather Valtier, Attorney-in-Fact		CHRISTOPHER STAWILER, ASSISHOUT SE
(Name)		(Name)
(Address)		(Title) (Address)
	By:	
	<del>-</del> e: s	(Name)
	—	(Title) (Address)
	<del>-</del> 7 8	

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

(Seal)

(Seal)

SECTION OF THE PORPOSE ACKNOWLEDGMIN	CIVIL CODE § 118
A notary public or other officer completing this certificate ve to which this certificate is attached, and not the truthfulne	erifies only the identity of the individual who signed the document ess, accuracy, or validity of that document.
State of California County of KiverSicle  On May 27, 2020 before me,	Pechelle M. Spomala, Notar J Publi
personally appeared CRESTOPLE	Here Insert Name and Title of the Officer
personally appeared	Name(s) of Signer(s)
to the within instrument and acknowledged to me th	nature(s) on the instrument the person(s) or the optime
ROCHELLE M. SROMALLA Notary Public - California Riverside County Commission # 2284331	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
My Comm. Expires May 2, 2023	WITNESS my hand and official seal.  Signature
Place Notary Seal and/or Stamp Above	Signature of Notary Public
Completing this information can	deter alteration of the document or 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 of Conservator □ Other:	□ Corporate Officer – Title(s): □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian of Conservator
Signer is Representing:	☐ Other:Signer is Representing:

## PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100 Bala Cynwyd, PA 19004-0950

### Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint HEATHER VALTIER, DANA L. DOWERS, SANDRA SIKORA, ROBERT RANALLO, MICHAEL J. PERRY AND PAUL A. BLAND OF THE D.L.D. COMPANY DBA D.L.D. INSURANCE BROKERS INC., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER

RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any

such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or

undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS  $10^{TH}$  DAY OF JUNE 2013.



(Seal)

KonnoaH

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 10<sup>th</sup> day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA Noturial Seal Kimberly A. Kessleski, Notary Public Lower Herion Tup, Hustingsteen Yourky My Commission Deplies Dec. 18, 2016 MEMBER, PENSYLVANIA ASSOCIATION OF NOTARIES	Notary Public:	WHO I
(Notary Seal)	residing at:	Bala Cynwyd, PA
	My commission expires:	December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10<sup>TH</sup> day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this

\_ day of <u>May</u>\_, 20\_20\_

Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY



# CALIFORNIA 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

		ess, accuracy, or validity of that document.	ocument to
State of California			
County ofOrange			
On	before me,	Megan Elizabeth Graham	_, Notary Public,
	Heather M. Valtier	(Here insert name and title of the officer)	
personally appeared	neather M. Valuer		,
the within instrument and	l acknowledged to me his/her/their signature(	ridence to be the person(s) whose name(s) is/ar that he/she/they executed the same in his/her/t s) on the instrument the person(s), or the entity ent.	heir authorized
I certify under PENALTY is true and correct.	OF PERJURY under	the laws of the State of California that the foreg	going paragraph
WITNESS may hand and o	official seal.	MEGAN ELIZABETH I Notary Public – Ca Orange Count Commission # 215 My Comm. Expires Ma  (Notary Seal)	lifornia k ty K 196407 ==
•	ADDITIONAL O	OPTIONAL INFORMATION	
DESCRIPTION OF THE ATMENTAL OF	attached document) hed document continued)	INSTRUCTIONS FOR COMPLETING T  Any acknowledgment completed in California must contai appears above in the notary section or a separate acknowledgment completed and attached to that document. The document is to be recorded outside of California. In such ins acknowledgment verbiage as may be printed on such a do verbiage does not require the notary to do something that is California (i.e. certifying the authorized capacity of the sig document carefully for proper notarial wording and attach the  State and County information must be the State and Coun signer(s) personally appeared before the notary public for a	in verbiage exactly as ledgment form must be only exception is if a stances, any alternative occurrent so long as the sillegal for a notary in the companies. Please check the is form if required.

# CAPACITY CLAIMED BY THE SIGNER

(Additional information)

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ✓ Attorney-in-Fact
- Trustee(s)
- Other

- 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