



City of Beaumont

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

Case No. <u>PW2021-0676</u>
Receipt No. <u>R01155070</u>
Fee \$ <u>3,484.43</u>
Date Paid <u>6/21/22</u>

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

1. Contact's Name Matthew Bush Phone 657-247-2600 x 306

2. Contact's Address 2950 Airway Avenue, Unit A9 Costa Mesa, CA 92626
City/State/Zip

5. Contact's E-mail matt@woodinvc.com

3. Developer Name SGV Beaumont, LLC Phone 657-247-2600 x 306
(If corporation or partnership application must include names of principal officers or partners)


4. Developer Address 2950 Airway Avenue, Unit A9 Costa Mesa, CA 92626
City/St/Zip

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


Bond No. 24241882 – Subdivision Bond

Parcel Map 37660

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.

Matthew Bush  4/8/21
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.

Matthew Bush  4/8/21
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.

Matthew Bush



4/8/21

Print Name and Sign – Contact/Applicant

Date

**AGREEMENT TO PROVIDE SECURITY FOR MONUMENTS FOR
TRACT MAP OR PARCEL MAP OR PLOT PLAN**
(Tract Map/Parcel Map/Plot Plan No. 37660)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT
("CITY") and SGV Beaumont, LLC, a 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 # 37660, ("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 DEVELOPER shall insure the setting of monuments to guarantee payment to the Engineer or Surveyor for setting such monuments in said Map.

C. The Monuments 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 Monuments 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 Monuments. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Monuments 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 Monuments.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the Map.

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

Dec 3, 2019
Date

DEVELOPER

By  _____

11/25/2019
Date

Title: CO-MANAGER

Address: 2950 AIRWAY AVE, SUITE A-9
COSTA MESA, CA 92626

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Orange }

On November 25, 2019 before me, Bertney Parent, notary public
Date Here Insert Name and Title of the Officer

personally appeared Patrick Wood
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 Bertney Parent
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement to provide security for monuments for tract map...

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

Bond No.: 24241882

Premium: \$177.00

Deferred Monumentation Bond for Parcel Map No. 37660

Basic Gov (Sales Force) # PW2019-0373
File # _____

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SGV Beaumont, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 37660, 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 The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Five Thousand Nine Hundred & No/100 dollars (\$ 5,900.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the 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 November 22, 2019

PRINCIPAL:

SGV Beaumont, LLC

By 

Title CO-MANAGER

SURETY:

The Ohio Casualty Insurance Company

By 

Title Kim Luu, Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California }
County of Orange }

On November 22, 2019 before me, Britney Parent, notary public
Date Here Insert Name and Title of the Officer

personally appeared Patrick Wood
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Britney Parent
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)

County of Orange)

On NOV 22 2019 before me, Reece Joel Diaz, Notary Public

Date Here Insert Name and Title of the Officer

personally appeared Kim Luu

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal 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: _____

Bond No.: 24241882
Premium: Included in Performance Bond
Deferred Monumentation Bond for Parcel Map No. 37660

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SGV Beaumont, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 37660, 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 Five Thousand Nine Hundred & No/100 dollars (\$5,900.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under 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 November 22, 2019

PRINCIPAL:

SGV Beaumont, LLC

By 

Title CO-MANAGER

SURETY:

The Ohio Casualty Insurance Company

By 

Title Kim Luu, Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California }
County of Orange }

On November 22, 2019 before me, Britney Parent, notary public
Date Here Insert Name and Title of the Officer

personally appeared Patrick Wood
Name(s) of Signer(s)

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



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

Place Notary Seal and/or Stamp Above

Signature Britney Parent
Signature of Notary Public

OPTIONAL

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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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
County of Orange)

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Date Here Insert Name and Title of the Officer
personally appeared Kim Luu
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 *Reece Joel Diaz*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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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: _____



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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201964-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rhonda C. Abel; Jeri Apodaca; Reece Joel Diaz; Maria Guise; Kim Luu; Michael D. Parizino; Rachelle Rheault; Heather Saltarelli; James A. Schaller

all of the city of Newport Beach state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this NOV 22 2019 day of



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate, residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

NUMBER OF PARCELS: 7
TOTAL GROSS AREA= 14.64 ACRES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37660

BEING A SUBDIVISION OF PARCELS 1 AND 3 OF PARCEL MAP NO. 35266 AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC JUNE 2019

RECORDER'S STATEMENT:

FILED THIS 18TH DAY OF DECEMBER 20 19 AT 11:35AM. IN BOOK 248 OF PARCEL MAPS, AT PAGES 29-32, AT THE REQUEST OF THE CITY OF BEAUMONT.

NO. 2019-0522824
FEE \$ 15.00
PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER
BY: Paul J. Alvarez DEPUTY

SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY NO. 00111513-996-SD1-R4

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO BEAUMONT CHERRY VALLEY WATER DISTRICT THE "PUBLIC UTILITY" EASEMENT AS SHOWN HEREON.

SGV BEAUMONT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Patrick Wood
NAME: PATRICK WOOD
TITLE: CO-MANAGER

30 WEST PERSHING, LLC, A MISSOURI LIMITED LIABILITY COMPANY

BY: Michael L. Hirons
NAME: MICHAEL L. HIRONS
TITLE: Vice President

BENEFICIARY:

DBD CREDIT FUNDING LLC, A DELAWARE LIMITED LIABILITY COMPANY, BENEFICIARY UNDER A DEED OF TRUST RECORDED JANUARY 25, 2019 AS INSTRUMENT NO. 2019-0029091, OFFICIAL RECORDS.

BY: Jason Meyer
NAME: JASON MEYER
TITLE:

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

BEAUMONT LAND AND WATER COMPANY, HOLDER OF AN EASEMENT FOR WATER PIPES RECORDED JANUARY 6, 1913, IN BOOK 368, PAGE 46 OF DEEDS.

SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PIPE LINE RECORDED MAY 24, 1947, IN BOOK 837, PAGE 151 OF OFFICIAL RECORDS, AND RECORDED NOV. 1, 2019, AS INST. NO. 2019-0445824, O.R. (SOUTHERN CALIFORNIA GAS COMPANY)

LCG BEAUMONT LLC, KOHL'S DEPARTMENT STORES, INC. AND 30 WEST PERSHING LLC, HOLDER OF AN EASEMENT FOR RECIPROCAL ACCESS RECORDED MAY 17, 2007, AS INSTRUMENT NO. 2007-0328754 AND RECORDED JANUARY 29, 2019 AS INSTRUMENT NO. 2019-0032117, BOTH OF OFFICIAL RECORDS.

VERIZON CALIFORNIA INC., HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED AUGUST 20, 2007, AS INSTRUMENT NO. 2007-534256 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS RECORDED NOVEMBER 28, 2007, AS INSTRUMENT NO. 2007-0669077 OF OFFICIAL RECORDS.

NOTARY 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) SS

ON 10/15/19 BEFORE ME, Britney Parent, notary public

PERSONALLY APPEARED Patrick Wood

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/HEY 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.

SIGNATURE Britney Parent
NAME: BRITNEY PARENT
TITLE:

MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY
MY COMMISSION EXPIRES 4/5/23
MY COMMISSION NUMBER 2284402

NOTARY 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 Missouri
COUNTY OF JACKSON) SS

ON 10/14/19 BEFORE ME, SARAH E. NEWHAM, Notary public

PERSONALLY APPEARED Michael L. Hirons

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/HEY 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.

SIGNATURE Sarah E. Newham

MY PRINCIPAL PLACE OF BUSINESS IS IN JACKSON COUNTY

SARAH E. NEWHAM
(NAME PRINTED)

MY COMMISSION EXPIRES 01/14/21
MY COMMISSION NUMBER 3728582

NOTARY 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 New York
COUNTY OF New York) SS

ON 10/10/19 BEFORE ME, Whitney Bakst, Notary public

PERSONALLY APPEARED JASON MEYER

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/HEY 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.

SIGNATURE Whitney Bakst

WHITNEY ANN BAKST
Notary Public - State of New York
NO. 010A020355
Qualified in New York County
My Commission Expires Apr 15, 2023

Whitney Bakst
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS IN New York COUNTY
MY COMMISSION EXPIRES 4/15/23
MY COMMISSION NUMBER 01BA6390356

BEAUMONT CHERRY VALLEY WATER DISTRICT CERTIFICATE OF ACCEPTANCE:

THIS IS TO CERTIFY THAT THE INTEREST OF THE WATER FACILITIES EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM OWNER, A SGV BEAUMONT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND 30 PERSHING, LLC, A MISSOURI LIMITED LIABILITY COMPANY, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS RECORDATION
DATED: 11/21/2019 2019

BY: [Signature]
BEAUMONT CHERRY VALLEY WATER DISTRICT
ITS: General Manager

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BEAUMONT LAND, LLC IN OCTOBER, 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

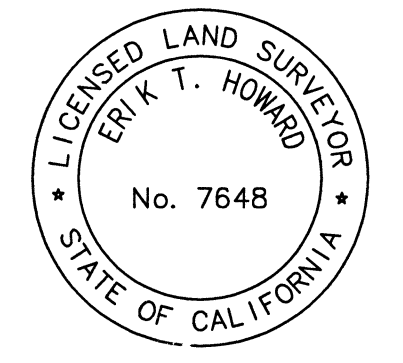
[Signature] 9/30/19
MICHAEL J. KNAPTON, L.S. 8012, EXP. 12-31-20 DATE



CITY SURVEYOR'S STATEMENT:

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP NO. 37660 AS FILED AND APPROVED BY THE CITY OF BEAUMONT ON APRIL 23, 2019; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: 29 Oct. 2019
[Signature]
ERIK T. HOWARD, P.E., P.L.S.
CITY SURVEYOR
RCE 53318, EXP. 12-31-20
PLS 7648, EXP. 6-30-21
CITY OF BEAUMONT



BEAUMONT CITY COUNCIL CERTIFICATE:

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON THE 3rd DAY OF December 2019 AND THAT THEREUPON SAID COUNCIL DID, BY ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

DATED: 12/5/19, 2019
BY: [Signature]
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____

DATE: November 21 2019
JON CHRISTENSEN
COUNTY TAX COLLECTOR
BY: [Signature] DEPUTY

TAX BOND STATEMENT:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____, 20____
CASH OR SURETY TAX BOND
JON CHRISTENSEN
COUNTY TAX COLLECTOR
BY: _____, DEPUTY

NUMBER OF PARCELS: 7
TOTAL GROSS AREA= 14.64 ACRES

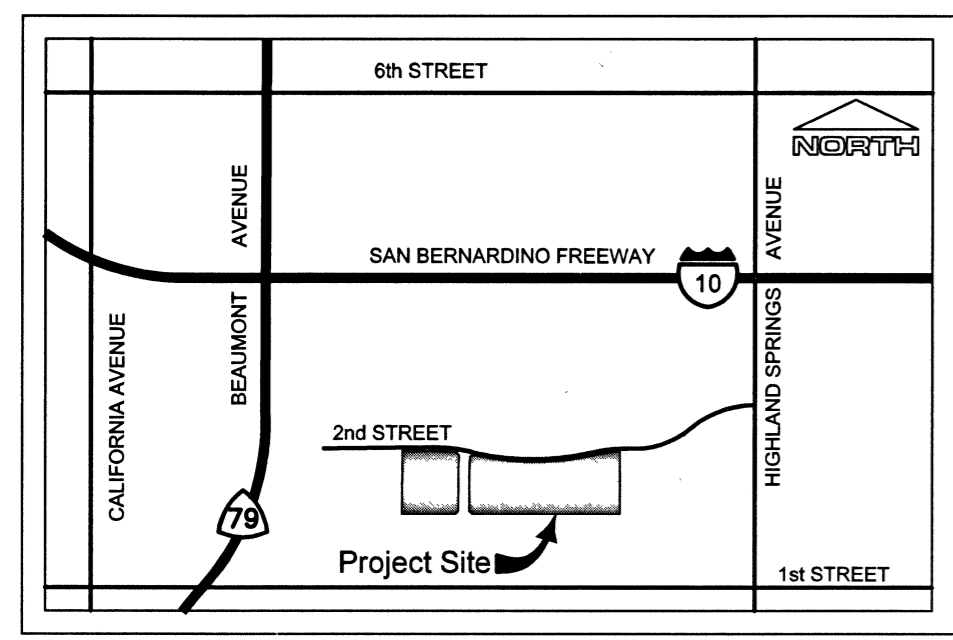
SHEET 2 OF 4 SHEETS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37660

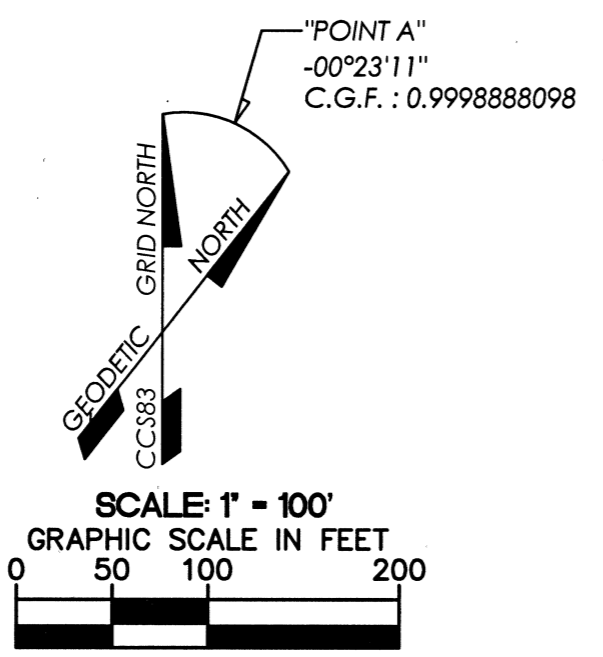
BEING A SUBDIVISION OF PARCELS 1 AND 3 OF PARCEL MAP NO. 35266 AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC
JUNE 2019
BOUNDARY ESTABLISHMENT

- LEGEND:**
- INDICATES FOUND MONUMENT AS NOTED
 - ▲ INDICATES GPS MONUMENT AS NOTED
 - OR CL CENTER LINE
 - () INDICATES RECORD DATA PER R1 UNLESS NOTED OTHERWISE
 - PP PLASTIC PLUG
 - CFR CALCULATED FROM RECORD



VICINITY MAP
NOT TO SCALE



SCALE: 1" = 100'
GRAPHIC SCALE IN FEET

MONUMENT AND ESTABLISHMENT NOTES:

- M1 FD L&D MKD "LS 8145"; FLUSH, PER R1. ACCEPTED AS NW COR. PARCEL 1.
- M2 FD SPK, NO WASHWER, DN 3", IN LIEU OF S&W MKD. "PLS 6034" PER R2. ACCEPTED AS POINT ON N'LY LINE SECOND STREET.
- M3 FD L&D MKD "PLS 6034"; FLUSH, NO REC. ACCEPTED AS BC/EC ON CL OF SECOND STREET AS SHOWN PER R2.
- M4 FD 1" IP MKD "LS 8145"; DN 7", PER R1. ACCEPTED AS NE COR. PARCEL 1.
- M5 FD 1" IP MKD "LS 8145"; DN 4", PER R1. ACCEPTED AS BC/EC ON W'LY LINE OF COMMERCE WAY.
- M6 FD L&D MKD "LS 8145"; FLUSH, PER R1. ACCEPTED AS SW COR. PARCEL 1.
- M7 FD 1" IP MKD "LS 8145"; DN 7", PER R1. ACCEPTED AS SE COR. PARCEL 1.
- M8 FD 1" IP MKD "PLS 6034"; FLUSH, IN LIEU OF 1" IP MKD "LS 8145" PER R1. ACCEPTED AS CL INT OF COMMERCE WAY AND SECOND STREET.
- M9 FD S&W MKD "LS 8145"; FLUSH, PER R1. ACCEPTED AS BC/EC ON CL OF COMMERCE WAY.
- M10 FD S&W MKD "LS 8145"; FLUSH, PER R1. NOT ACCEPTED. ESTAB BY REC. DATA FROM FD MON PER R1. MON LIES S40°53'11"W 0.15' FROM TRUE POSITION.
- M11 FD 1" IP MKD "PLS 6034"; FLUSH, NO REC. ACCEPTED AS BC/EC ON CL SECOND STREET AS SHOWN PER R2.
- M12 FD L&D MKD "LS 8145"; FLUSH, PER R1. ACCEPTED AS NW COR. PARCEL 3.
- M13 FD 1" IP MKD "LS 8145"; DN 7"; PER R1. ACCEPTED AS NW COR. PARCEL 3.
- M14 FD 1" IP MKD "LS 8145"; DN 7"; PER R1. ACCEPTED AS SW COR. PARCEL 3.
- M15 FD 1" IP MKD "LS 8145"; DN 8"; PER R1. ACCEPTED AS SW COR. PARCEL 3.
- M16 FD 1" IP MKD "LS 8145"; DN 8"; PER R1. ACCEPTED AS SE COR. PARCEL 3.
- M17 FD 1" IP, NO PLUG, DN 0.1", IN LIEU OF 1" IP W/PP MKD "LS 4528" PER R3. ACCEPTED AS CL INT OF HIGHLAND SPRINGS AVE AND FIRST STREET.
- M18 FD 1" IP W/PP MKD "LS 4628"; DN 0.2" PER R3. ACCEPTED AS O/S TO CL INT OF HIGHLAND SPRINGS AVE AND (OLD) SECOND STREET. MON SYMBOL REMOVED FOR CLARITY.
- M19 ESTABLISHED BY RECORD DATA FROM FD MON PER R1.
- M20 FD 1" IP MKD "LS 8145"; DN 7"; PER R1. ACCEPTED AS S'LY BC/EC ON W'LY LINE PARCEL 3.
- M21 FD 1" IP MKD "LS 8145"; DN 7"; PER R1. ACCEPTED AS W'LY BC/EC ON N'LY LINE PARCEL 3.
- M22 FD 1" IP MKD "LS 8145"; DN 7"; PER R1. ACCEPTED AS NE'LY COR. PARCEL 3.
- Ⓢ ESTABLISHED BY INTERSECTION.

REFERENCES:

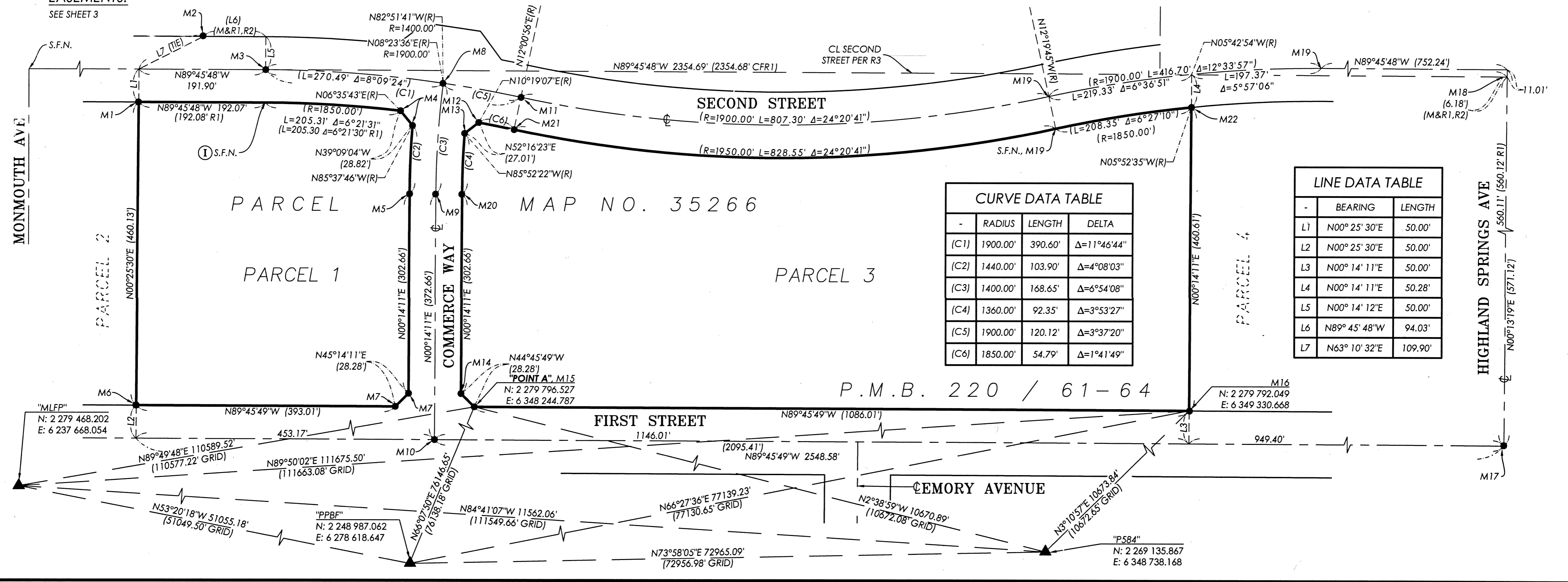
- R1 PM NO. 35266
PMB 220/61-64
- R2 PM NO. 31948
PMB 212/11-17
- R3 TRACT NO. 28017-1
MB 254/71-72

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "PPBF"; "P584" AND "MLFP" NAD 83 (NSRS2011) EPOCH 2010.00 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.9998888098. CALCULATIONS ARE MADE AT "POINT A" WITH COORDINATES OF N: 2279796.527, E: 6348244.787, USING AN ELEVATION OF 2550.3'.

EASEMENTS:

SEE SHEET 3



CURVE DATA TABLE

	RADIUS	LENGTH	DELTA
(C1)	1900.00'	390.60'	Δ=11°46'44"
(C2)	1440.00'	103.90'	Δ=4°08'03"
(C3)	1400.00'	168.65'	Δ=6°54'08"
(C4)	1360.00'	92.35'	Δ=3°53'27"
(C5)	1900.00'	120.12'	Δ=3°37'20"
(C6)	1850.00'	54.79'	Δ=1°41'49"

LINE DATA TABLE

	BEARING	LENGTH
L1	N00°25'30"E	50.00'
L2	N00°25'30"E	50.00'
L3	N00°14'11"E	50.00'
L4	N00°14'11"E	50.28'
L5	N00°14'12"E	50.00'
L6	N89°45'48"W	94.03'
L7	N63°10'32"E	109.90'

2019-0522824
ORIGINAL

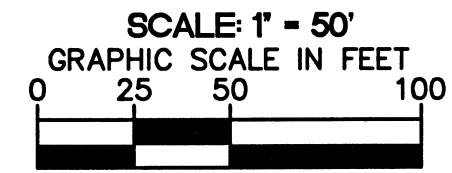
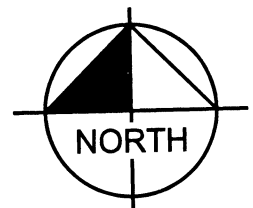
248
31

NUMBER OF PARCELS: 7
TOTAL GROSS AREA= 14.64 ACRES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37660

BEING A SUBDIVISION OF PARCELS 1 AND 3 OF PARCEL MAP NO. 35266 AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC JUNE 2019



NOTES:

- SEE SHEET 2 FOR RECORD DATA AND MONUMENT NOTES.

CURVE DATA TABLE			
	RADIUS	LENGTH	DELTA
C1	1900.00'	390.60'	Δ=11°46'44"
C2	1440.00'	103.90'	Δ=4°08'03"
C3	1400.00'	168.65'	Δ=6°54'08"
C4	1360.00'	92.35'	Δ=3°53'27"
C5	1900.00'	120.12'	Δ=3°37'20"
C6	1850.00'	54.79'	Δ=1°41'49"
C7	10.00'	15.71'	Δ=90°00'00"

LEGEND:

- INDICATES MONUMENT FOUND AS NOTED
- INDICATES SET MONUMENT WITH TAG MARKED "LS 8012". IF MONUMENT IS LOCATED WITHIN CONCRETE OR WALL, A LEAD AND TAG WILL BE PLACED. IF MONUMENT IS LOCATED WITHIN DIRT OR ASPHALT, A 1" x 18" IRON PIPE WITH TAG WILL BE PLACED.

ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.10, AND IN ACCORDANCE FOR THIS WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP.

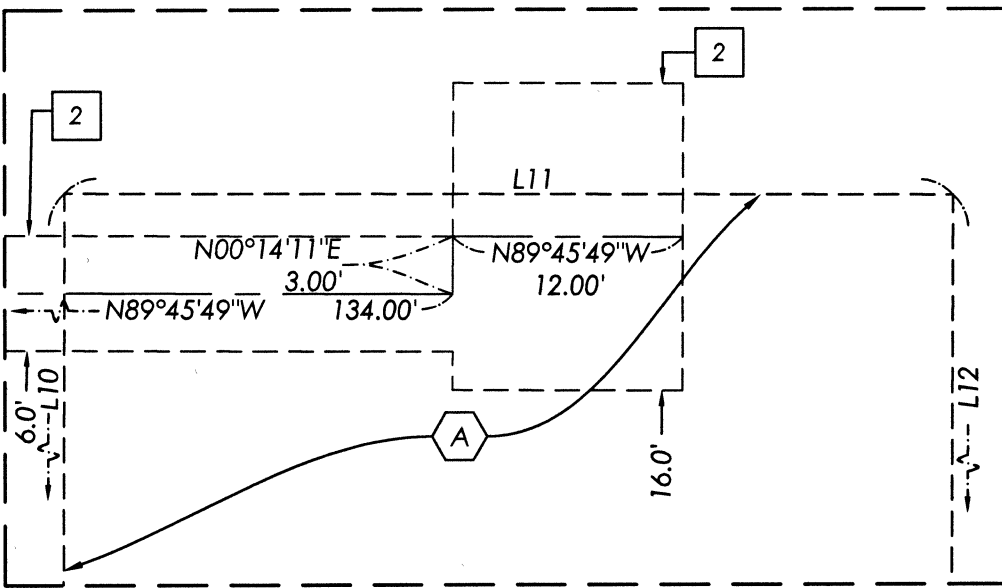
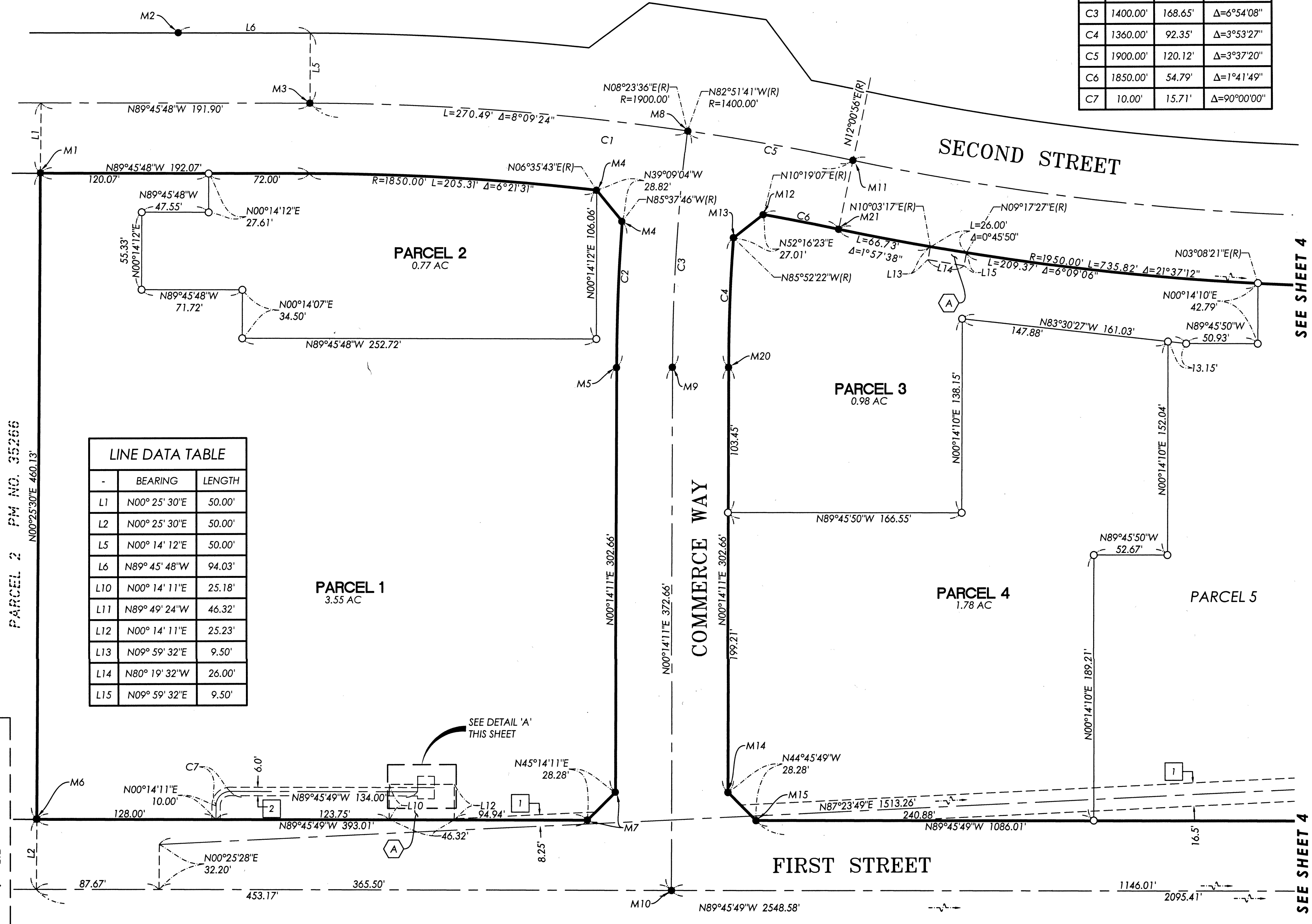
EXISTING EASEMENTS:

- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR PIPE LINES PER DOC. REC. 5/24/1947 BK 837, PG 151 O.R.
- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES PER DOC. NO. 2007-0669077 REC. 11/28/2007, O.R.
- A PUBLIC UTILITIES EASEMENT FOR STORM DRAIN PER PARCEL MAP NO. 31948.
- AN EASEMENT IN FAVOR OF KOHLS DEPARTMENT STORES, INC. FOR RECIPROCAL ACCESS PER DOC. NO. 2007-0328754 REC. 5/17/2007, O.R. BLANKET OVER COMMON AREAS.
- AN EASEMENT IN FAVOR OF VERIZON CALIFORNIA INC. FOR PUBLIC UTILITIES PER DOC. NO. 2007-534256 REC. 8/20/2007, O.R. BLANKET.
- AN EASEMENT IN FAVOR OF BEAUMONT LAND AND WATER COMPANY FOR WATER PIPES PER DOC. REC. 1/6/1913 IN BK 368, PG 46 OF DEEDS. NOT PLOTTABLE OF RECORD.
- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PIPE LINES PER DOC. NO. 2019-0445824 REC. 11/01/2019 O.R. NOT PLOTTABLE OF RECORD.

PROPOSED EASEMENTS:

- A AN EASEMENT FOR PUBLIC UTILITY PURPOSES DEDICATED TO BEAUMONT CHERRY VALLEY WATER HEREON.

LINE DATA TABLE		
	BEARING	LENGTH
L1	N00° 25' 30"E	50.00'
L2	N00° 25' 30"E	50.00'
L5	N00° 14' 12"E	50.00'
L6	N89° 45' 48"W	94.03'
L10	N00° 14' 11"E	25.18'
L11	N89° 49' 24"W	46.32'
L12	N00° 14' 11"E	25.23'
L13	N09° 59' 32"E	9.50'
L14	N80° 19' 32"W	26.00'
L15	N09° 59' 32"E	9.50'



SEE SHEET 4

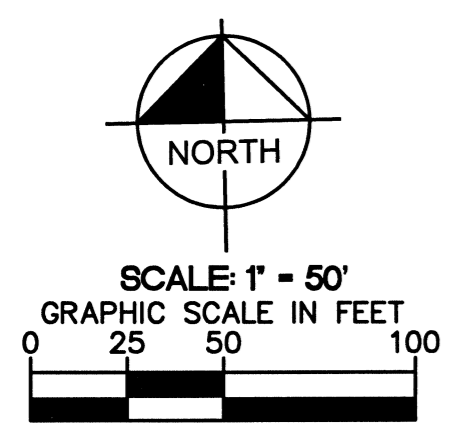
SEE SHEET 4

NUMBER OF PARCELS: 7
TOTAL GROSS AREA= 14.64 ACRES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37660

BEING A SUBDIVISION OF PARCELS 1 AND 3 OF PARCEL MAP NO. 35266 AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC JUNE 2019



EXISTING EASEMENTS:

- 1 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA FOR PIPE LINES PER DOC. REC. 5/24/1947 BK 837, PG 151 O.R.
- 2 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES PER DOC. NO. 2007-0669077 REC. 11/28/2007, O.R.
- 3 A PUBLIC UTILITIES EASEMENT FOR STORM DRAIN PER PARCEL MAP NO. 31948.
- 4 AN EASEMENT IN FAVOR OF KOHLS DEPARTMENT STORES, INC, FOR RECIPROCAL ACCESS PER DOC. NO. 2007-0328754 REC. 5/17/2007, O.R. BLANKET OVER COMMON AREAS.
- 5 AN EASEMENT IN FAVOR OF VERIZON CALIFORNIA INC. FOR PUBLIC UTILITIES PER DOC. NO. 2007-534256 REC. 8/20/2007, O.R. BLANKET.
- 6 AN EASEMENT IN FAVOR OF BEAUMONT LAND AND WATER COMPANY FOR WATER PIPES PER DOC. REC. 1/6/1913 IN BK 368, PG 46 OF DEEDS. NOT PLOTTABLE OF RECORD.
- 7 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PIPE LINES PER DOC. NO. 2019-0445824 REC. 11/01/2019 O.R. NOT PLOTTABLE OF RECORD.

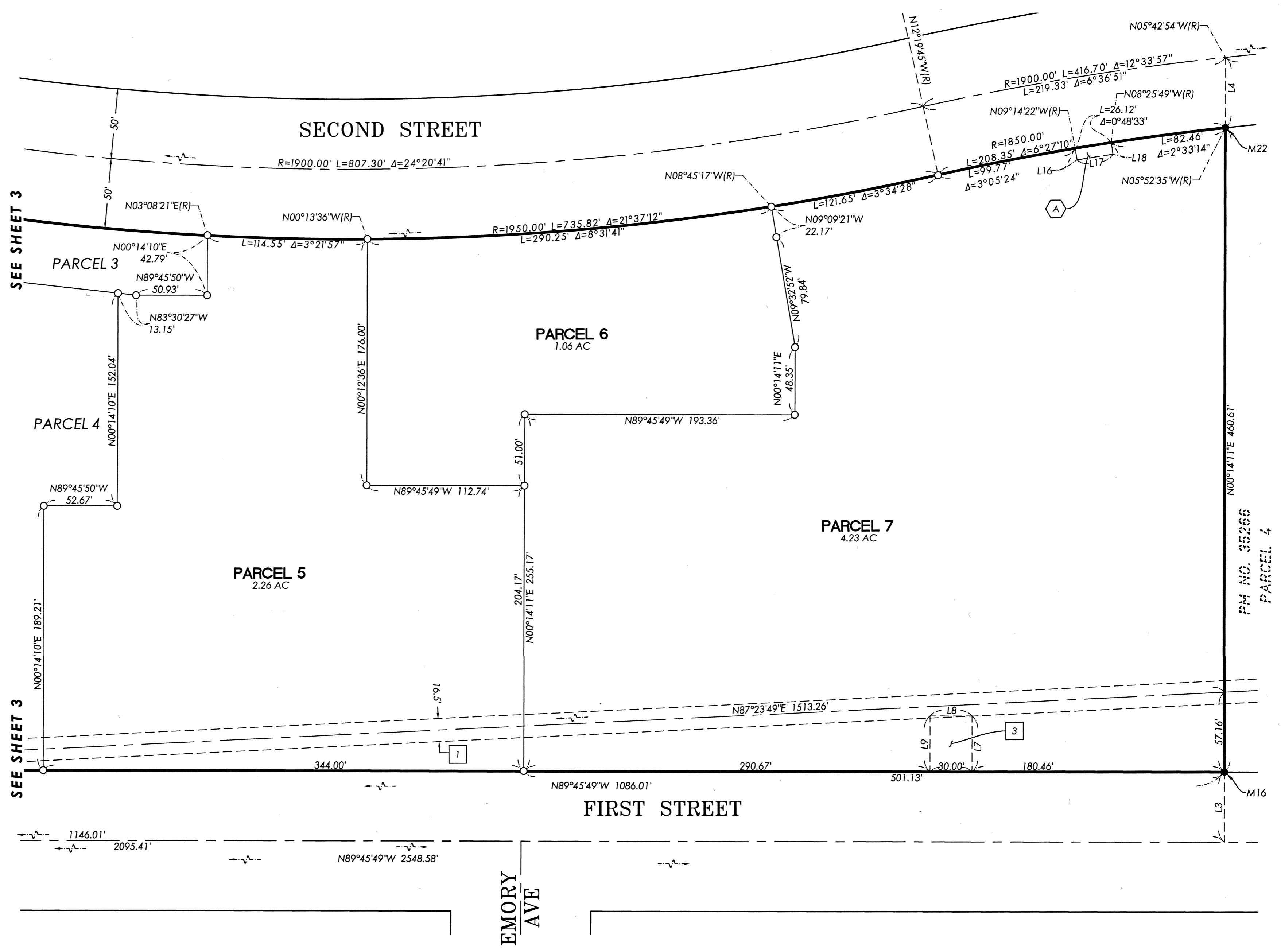
PROPOSED EASEMENTS:

- (A) AN EASEMENT FOR PUBLIC UTILITY DEDICATED TO BEAUMONT CHERRY VALLEY WATER DISTRICT HEREON.

NOTES:

1. SEE SHEET 2 FOR RECORD DATA

LINE DATA TABLE		
-	BEARING	LENGTH
L3	N00° 14' 11"E	50.00'
L4	N00° 14' 11"E	50.28'
L7	N00° 14' 11"E	40.00'
L8	N89° 45' 49"W	30.00'
L9	N00° 14' 11"E	40.00'
L16	N09° 14' 21"W	8.40'
L17	N81° 09' 55"E	26.00'
L18	N08° 25' 49"W	8.40'



SEE SHEET 3

SEE SHEET 3

PM NO. 35266
PARCEL 4

CORNER RECORD

Agency Index _____

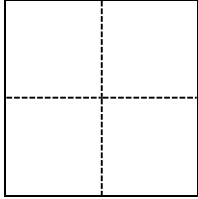
Document Number _____

City of Beaumont County of Riverside, California

Brief Legal Description Centerline intersection of Second Street and Commerce Way

CORNER TYPE

COORDINATES (Optional)



- Government Corner
- Meander
- Rancho
- Control
- Property
- Other

Date of Survey June 17, 2022

N. _____ E. _____

Elevation _____

Units Metric U.S. Survey Foot

Horizontal Datum _____

Zone _____ Epoch Date _____

Vertical Datum _____

Complies with Public Resources Code §§8801-8819

Complies with Public Resources Code §§8890-8902

PLS Act Ref.: 8765(d) 8771 8773 Other:

Corner/
Monument: Left as found Established Rebuilt Pre-Construction
 Found and tagged Reestablished Referenced Post-Construction

Narrative of corner identified and monument as found, set, reset, replaced, or removed:

See sheet #2 for description(s):

Found monuments in good condition

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with

the Professional Land Surveyors' Act on June 23, 2022

Signed [Signature] P.L.S. or R.C.E. No. 7780



COUNTY SURVEYOR'S STATEMENT

This Corner Record was received _____

and examined and filed _____

Signed _____ P.L.S. or R.C.E. No. _____

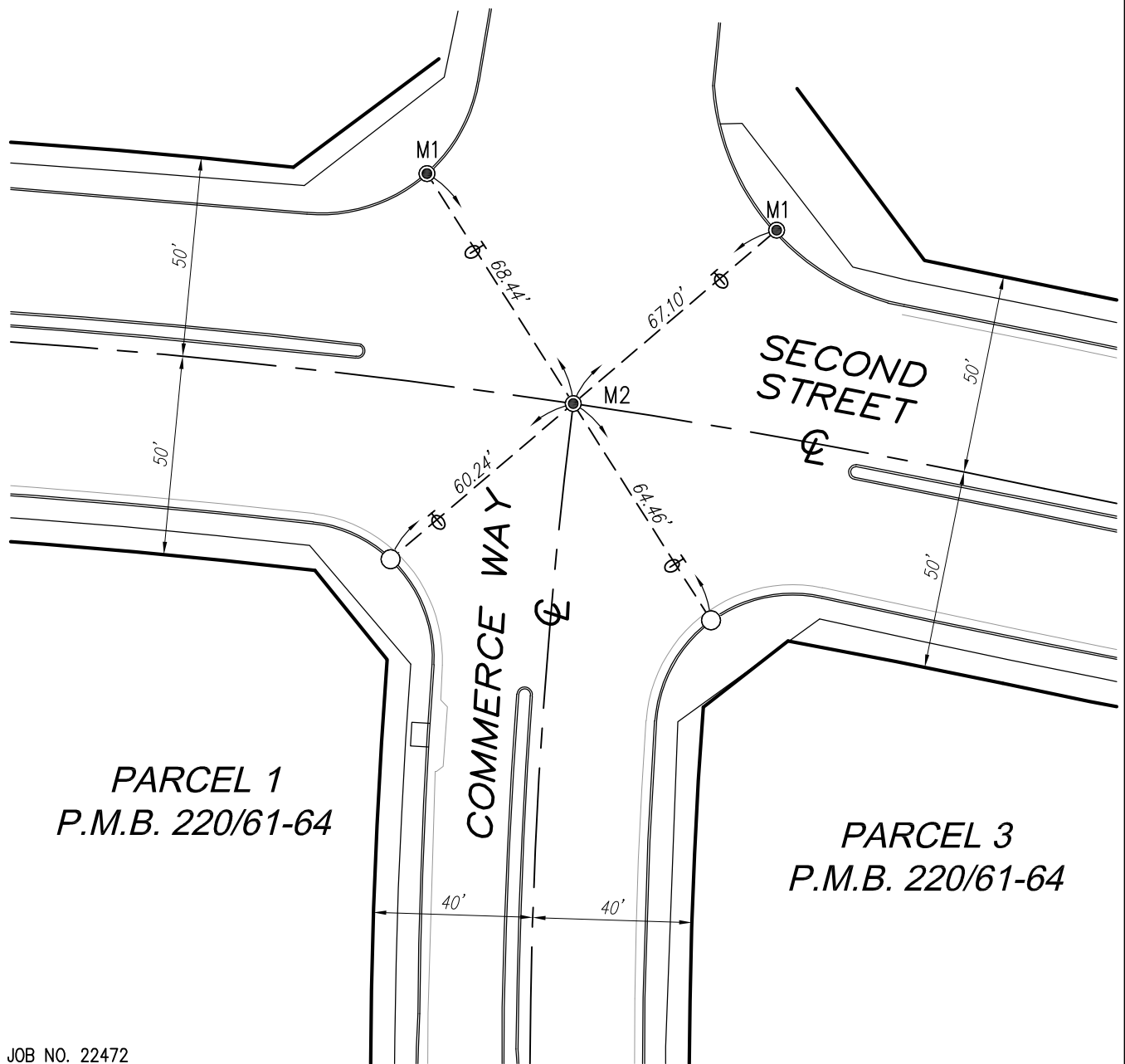
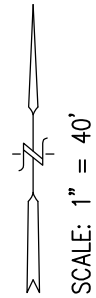
Title _____

County Surveyor's Comment

SURVEYOR'S NOTES

- M1 = FOUND LEAD AND TACK WITH TAG "P.L.S. 6034", NO REFERENCE
- M2 = FOUND 1" IRON PIPE WITH NAIL & TAG "P.L.S. 6034", PER P.M.B. 234/96-100
- = SET LEAD, BRASS NAIL AND TAG "PLS 7780" ON TOP OF CURB

NOTE: THE PURPOSE OF THIS SURVEY IS TO SET REFERENCE TIES TO EXISTING MONUMENTS, PRIOR TO CONSTRUCTION AND THEIR POSSIBLE DESTRUCTION.



CORNER RECORD

Agency Index _____

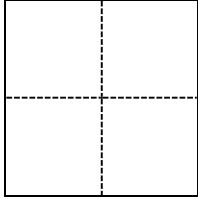
Document Number _____

City of Beaumont County of Riverside, California

Brief Legal Description Second Street centerline B.C. southeast of intersection with Commerce Way

CORNER TYPE

COORDINATES (Optional)



- Government Corner
- Meander
- Rancho
- Control
- Property
- Other

Date of Survey June 17, 2022

N. _____ E. _____

Elevation _____

Units Metric U.S. Survey Foot

Horizontal Datum _____

Zone _____ Epoch Date _____

Vertical Datum _____

Complies with Public Resources Code §§8801-8819

Complies with Public Resources Code §§8890-8902

PLS Act Ref.: 8765(d) 8771 8773 Other:

Corner/
Monument: Left as found Established Rebuilt Pre-Construction
 Found and tagged Reestablished Referenced Post-Construction

Narrative of corner identified and monument as found, set, reset, replaced, or removed:

See sheet #2 for description(s):

Found monuments in good condition

SURVEYOR'S STATEMENT

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COUNTY SURVEYOR'S STATEMENT

This Corner Record was received _____

and examined and filed _____

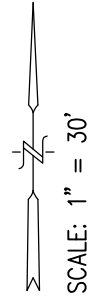
Signed _____ P.L.S. or R.C.E. No. _____

Title _____

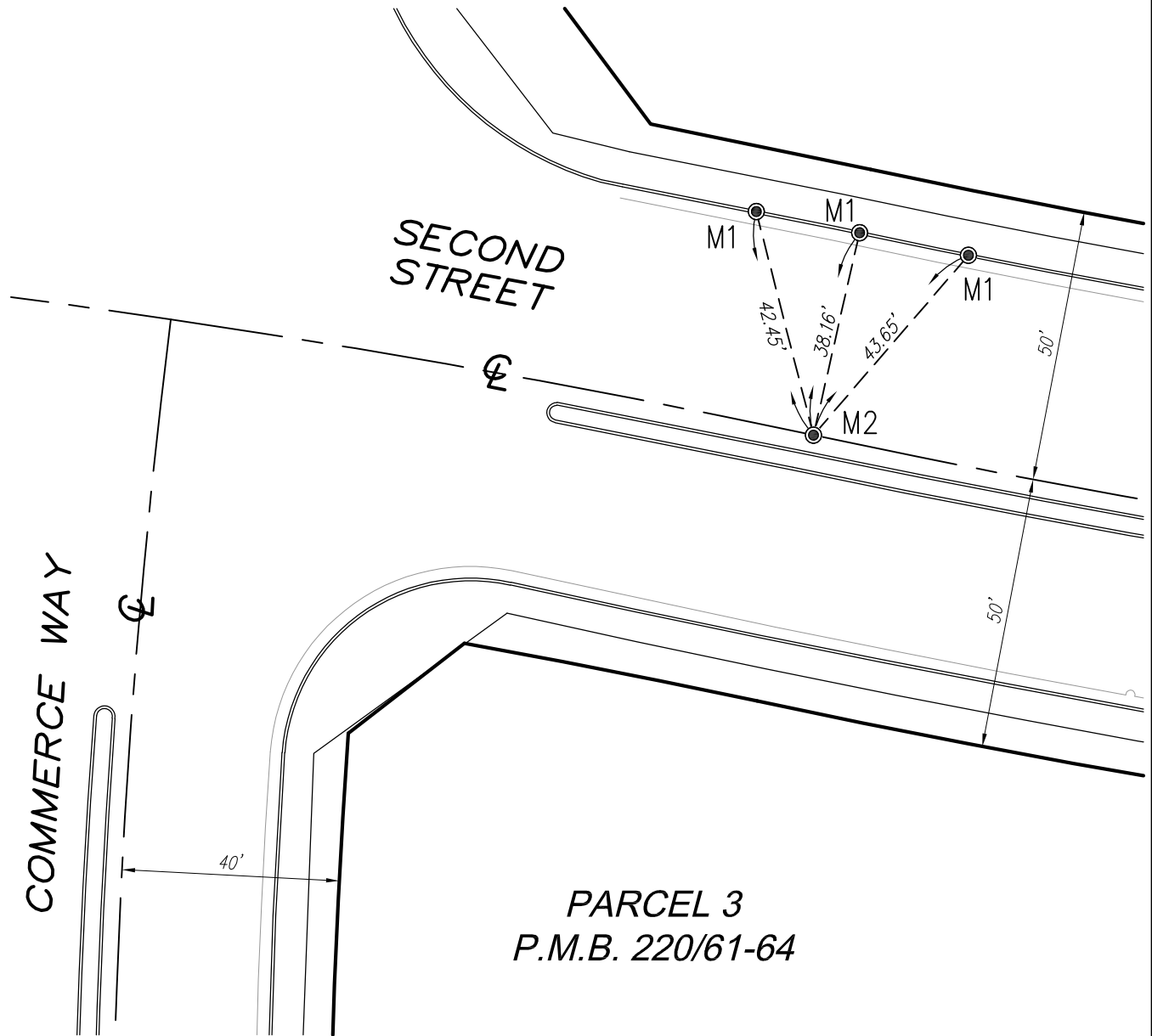
County Surveyor's Comment

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JOB NO. 22472