

City of Beaumont

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

Case No. PW2022-0818				
Receipt No.	R01216872			
Fee \$ \$3,4	184.43			
Date Paid	2/3/2022			

BOND EXONERATION APPLICATION

Bond	Type: Performance Maintenance Final Monume	nt Inspection	
1.	Contact's Name Rick Rush	Phone (951) 539-5294	4
2.	Contact's Address 1250 Corona Pointe Court Suite 600	Corona, CA 92879	
5.	Contact's E-mail_rick.rush@tripointehomes.com	City/State/Zip	
3.	Developer Name Tripointe Homes (If corporation or partnership application must include names of p	Phone (951) 428-4410 rincipal officers or partners)	_
4.	Developer Address 1250 Corona Pointe Court Suite 600	Corona, CA 92879	_
		City/St/Zip	
5.	Description of Bonds (including Bond Number, Tract Inumber, and description of improvements covered): Bond No. 0216989	/lap/Application number, Lot	
	Tract 37426 (Locals) Sewer Improvement Bond File No. 3198		
6.	CERTIFICATION OF ACCURACY AND COMPL to the best of my knowledge the information in this apprand exhibits are true, complete, and correct.		ers
	Print Name and Sign – Contact/Applicant	Da	
7.	Contractor shall indemnify, defend, and hold harmless employees and volunteers from and against any and all costs (including without limitation costs and fees of liti of or in connection with contractor's performance of w comply with any of its obligations for which this Bond for such loss or damage which was caused by the active Rick Rush	the City and its officers, offici liability, loss, damage, expensions of every nature arising ork hereunder or its failure to exoneration is requested, exceed negligence of the City.	eals, se, g out
	Print Name and Sign - Contact/Applicant	Da	ate

- 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.

	10/1	ノ . 人	
Rick Rush (WCZ 1	(m/2) \	
Print Name		ntact/Applicant	

01/27/2022 Date

MAINTENANCE BOND

Tri Pointe Homes IE-SD, Inc.

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and formerly known as Pardee Homes (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated July 20, 2018 and identified as Sundance PA 13 Tract 37426 is hereby referred to and made a part hereof; and:

Sewer Improvements

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

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

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

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

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

SIGNED AND SEALED THIS	13th	DAY OF	July	2022.
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SURETY Berkley Insurance Company By: Michelle Haase, Attorney-in-Fact	(Seal) Tri Pointe Homes IE-SD, Inc., formerly known as Pardee Homes PRINCIPAL By: Michael C. Taylor, Division President
(Name)	(Name)
(Address)	(Title)
4 Hutton Centre Drive, Suite 640	(Address) 1250 Corona Pointe Court, Suite 600
Santa Ana, CA 92707	By:
Not Applicable	(Name)
	(Title) (Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

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 Riverside	S.S.					
On July 18, 2022 before me, Ana E. Chavez Perez, Notary Public Name of Notary Public, Title						
personally appeared Michael C.	Taylor of Signer (1)					
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.						
instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	S					
WITNESS my hand and official seal. Signature of Notary Public	ANA E. CHAVEZ PEREZ NOTARY PUBLIC - CALIFORNIA COMMISSION # 2286015 RIVERSIDE COUNTY My Comp. Exp. April 22, 2023					
Although the information in this section is not required by law, it could p this acknowledgment to an unauthorized document and may prove used	revent fraudulent removal and reattachment of ful to persons relying on the attached document.					
Description of Attached Document The preceding Certificate of Acknowledgment is attached to a	Additional Information Method of Signer Identification					
document titled/for the purpose of	Proved to me on the basis of satisfactory evidence:					
	☐ form(s) of identification ☐ credible witness(es)					
containingpages, and dated	Notarial event is detailed in notary journal on:					
The signer(s) capacity or authority is/are as:	Page # Entry #					
☐ Individual(s)	Notary contact:					
☐ Attorney-in-fact ☐ Corporate Officer(s)	Other					
☐ Corporate Officer(s)	☐ Additional Signer ☐ Signer(s) Thumbprints(s)					
☐ Partner - Limited/General ☐ Trustee(s)						
Tepresenting: Name(s) of Person(s) Entity(les) Signer is Representing Name(s) of Person(s) Entity(les) Signer is Representing	WANTED AND THE THE TAXABLE PARTY OF THE PART					

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 ofOrange	, }
On JUL 1 3 2022 before me, _	Janina Monroe, Notary Public
personally appeared	Michelle Haase,
name(s) is/agg subscribed to the within kg/she/they executed the same in kis/h	actory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies); and that by ent the person(s), or the entity upon behalf of a instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.	JANINA MONROE Notary Public - California Orange County Commission # 2406696 My Comm. Expires Jun 25, 2026
Notany Public Signature (No	otary Public Seal)
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and,
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
Number of Pages Document Date	 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
CAPACITY CLAIMED BY THE SIGNER	notarization. • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
☐ Individual (s)	he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this
☐ Corporate Officer	information may lead to rejection of document recording. • The notary seal impression must be clear and photographically reproducible.
(Title)	Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
☐ Partner(s)	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
☐ Trustee(s)	acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.
Other	Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

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

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

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group 412 Mount Kemble Ave.

Suite 310N

Morristown, NJ 07960

Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Janina Monroe; Thomas G. McCall; Michelle Haase; Timothy J. Noonan; Martha Barreras; or Rachel A. Mullen of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Irvine CA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23rd day of May 2022 Berkley Insurance Company NSURANCE CO Attest: ORPORAL. By By SEAL Jeffrey M. Hafter Ira S. Lederman 1975 Executive Vice President & Secretary Vice President OF LAWARE STATE OF CONNECTICUT) COUNTY OF FAIRFIELD) Sworn to before me, a Notary Public in the State of Connecticut, this 23rd day of May 2022 , by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT respectively, of Berkley Insurance Company. Notary Public, State of Connecticut APHIL 30, 2024

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

mider my hand and seal of the Company, this 13th day of

SEAL 1975 OFLAWARE

~ V

Vincent P. Forte

2022



Punch List

Bond Number: 0216988

Project Name: (Locals) Street Improvement Performance Bond

		Tract No: 37426	PW2022-0818	File No: 3199
Inspecte	ed By: Jason Cragh	ead	Page: 1 of 1	Date: 5/25/2022
Item No.	D	escription	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1)	No items at this t	ime		
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				
11)				

Basic Gov (Sales Force) # PW2018-0092 File # 3198

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

(Tract Map/Parcel Map/Plot Plan No. 37426)

THIS ("CITY")	SECUR	ITY AGREEMENT Pardee Homes	is n	nade	by			OF	BEAUMON	Т
("DEVELOP		1 aruce fromes		, a		 Californi	a		compan	ıy

RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 37426, ("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 Sundance PA 13 Sewer Improvement.
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

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

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

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

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

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

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

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

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

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

CITY OF BEAUMONT
Ву
Mayor
Date
DEVELOPER
By Malaba
720-18
Date Jeffrey R. Chambers
Title:Vice President Development
Address: 1250 Corona Pointe Ct. #600
Corona, CA 92879

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 Riverside)				
OnJuly 20, 2018 before me,	Sonal Shah, Notary Public (insert name and title of the officer)			
personally appeared Jeffrey Chambers				
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 paragraph is true and correct.	e laws of the State of California that the foregoing			
WITNESS my hand and official seal.	SONAL SHAH NOTARY PUBLIC - CALIFORNIA COMMISSION # 2216371 RIVERSIDE COUNTY My Comm. Exp. September 30, 2021			
Signature Sonal Shaw	(Seal)			

Bond No. 0216989 Premium: \$657.00

Basic	Gov	(Sales	Force) #	<u> </u>
			File #	

EXHIBIT "A"

PERFORMANCE BOND

Agreement To Provide Security For Improvedated 2013 20 , 2018 whereby Prince	e City of Beaumont, State of California, andereinafter designated as "Principal") have entered into rements For Tract Map Or Parcel Map Or Plot Plan, cipal agrees to install and complete certain designated in Tract Map, Parcel Map or Plot Plan No. Sundance PA 13 Sewer part hereof; and Improvements Tract 37426	
WHEREAS, Principal is required under faithful performance of said agreement.	r the terms of the said agreement to furnish a bond for the	
NOW, THEREFORE, we, the Principal and Berkley Insurance Company as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Fifty Four Thousand Six* dollars (\$ 154,657.75) 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. *Hundred Fifty Seven and 75/100		
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		
specified, and in all respects according to their	ot and performed at the time and in the manner therein true intent and meaning, and shall indemnify and save ployees as therein stipulated, then this obligation shall emain in full force and effect.	
there shall be included costs and reasonable e	y and in addition to the face amount specified therefor, xpenses and fees, including reasonable attorney's fees, ch obligation, all to be taxed as costs and included in any	
to the terms of the agreement or to the wo accompanying the same shall in any way affect	that no change, extension of time, alteration or addition or to be performed thereunder or the specifications its obligations on this bond, and it does hereby waive eration or addition to the terms of the agreement or to the	
IN WITNESS WHEREOF, this instrumabove named, on July 18, 20	ent has been duly executed by the Principal and Surety 18.	
PRINCIPAL:	SURETY:	
Pardee Homes	Berkley Insurance Company	
By Sphal	By	
Title Trey R. Chambers Vice President Development	Title	

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 ofOrange	}
On JUL 1 8 2018 before me,	Mariana Lopez, Notary Public
personally appearedJanina N	(Here insert name and title of the officer) //onroe sfactory evidence to be the person(**) whose
riame(s) is/alker subscribed to the withir	instrument and acknowledged to me that
kis/her/theix signature(s) on the instrur which the person(s) acted, executed the	her/theix authorized capacity(189), and that by ment the person(190), or the entity upon behalf of the instrument.
I certify under PENALTY OF PERJUR the foregoing paragraph is true and co	Y under the laws of the State of California that
	MARIANA LOPEZ
WITNESS my hand and official seal. Notary Public Signature	Notary Public Seal) Notary Public Seal)
ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT (Title or description of attached document) (Title or description of attached document continued) Number of Pages Document Date	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title)	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.
☐ Partner(s) ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other	 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
2015 Version www.NotaryClasses.com 800-873-9865	corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document with a staple.

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 Riverside On July 20, 2018 before me, Sonal Shah, Notary Public (insert name and title of the officer) Jeffrey Chambers personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. SONAL SHAH

NOTARY PUBLIC - CALIFORNIA

COMMISSION # 2216371

RIVERSIDE COUNTY

My Comm. Exp. September 30, 2021 WITNESS my hand and official seal. SonalShah Signature (Seal)

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Janina Monroe, Paul Boucher, Thomas G. McCall, Michelle Haase, Dennis E. Langer or Timothy J. Noonan of Lockton Insurance Brokers, LLC, A Division of Lockton Companies, LLC of Irvine, California its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its

(Seal)	By Ira S. Lederman Senior Vice President & Secretary	Jeffrey M. Hafter Senjib Vice President	
WARNING: T	HIS POWER INVALID IF NOT PRINTED	ON BLUE "BERKLEY" SECURITY PAPER.	
STATI	E OF CONNECTICUT)		
) ss: VTY OF FAIRFIELD)		
Sworn to before Jeffrey M. Hafter Berkley Insuran	e me, a Notary Public in the State of Connection who are sworn to me to be the Senior Vice Prece Company.	esident and Secretary, and the Senior Vice President, respectively, of	
	CEDI	Notary Public, State of Connecticut ONNECTICUT ONNECTIC	2017

CERTIFICATE I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this

corporate seal hereunto affixed this 22 day of July

Attest:

Andrew M. Tuma

Berkley Insurance Company

(Seal)

Bond No. 0216989 Premium is included in the cost of the Performance Bond

EXHIBIT "B"

PAYMENT BOND

TATMENT BOND
WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated July 20, 2016 whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No, Sundance PA 13 Sewer which is hereby incorporated herein and made a part hereof; and Improvements Tract 37426
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 One Hundred Fifty Four Thousand* dollars (\$_154,657.75_), 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
race amount mercol, costs and reasonable expenses and fees including reasonable attenuate for
micuated by the City in successfully enforcing this obligation to be avorded and fined by the
be taxed as costs and to be included in the judgment therein rendered. *Six Hundred Fifty Seven and 75/100
Six Fulluled Fifty Seven and 75/100
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 July 18, 20 _18
PRINCIPAL: SURETY:
Pardee Homes Berkley Insurance Company
Jeffrey R. Chambers Title Janina Monroe Attornoy in Fact
Vice President Development

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 JUL 1 8 2018 before me,	
personally appearedJanina M	onroe factory evidence to be the person(**) whose
name(s) is/aliax subscribed to the within toe/she/theyx executed the same in total	instrument and acknowledged to me that ner/theix authorized capacity(শুঙ্জ), and that by nent the person(জ), or the entity upon behalf of
I certify under PENALTY OF PERJURY	under the laws of the State of California that
the foregoing paragraph is true and cor	rect.
WITNESS my hand and official seal. Notary Public Signature (No	MARIANA LOPEZ Notary Public - California Orange County Commission # 2213241 My Comm. Expires Sep 9, 2021
DESCRIPTION OF THE ATTACHED DOCUMENT Title or description of attached document)	if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document continued)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the corner that the signer(s) personally appeared which
Number of Pages _ l _ Document Date _ 7/18/18	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
CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s) ☐ Corporate Officer	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
(Title) □ Partner(s) □ Attorney-in-Fact	 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.
Trustee(s) Other	 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
2015 Version www.NotaryClasses.com 800-873-9865	corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document with a staple.

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 Riverside County of ___ On July 20, 2018 before me, _Sonal Shah, Notary Public (insert name and title of the officer) Jeffrey Chambers personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. SONAL SHAH NOTARY PUBLIC - CALIFORNIA COMMISSION # 2216371 RIVERSIDE COUNTY WITNESS my hand and official seal. My Comm. Exp. September 30, 2021 SonalShali Signature (Seal)

POWER OF ATTORNEY BERKLEY MISURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Janina Monroe, Paul Boucher, Thomas G. McCall, Michelle Haase, Dennis E. Langer or Timothy J. Noonan of Lockton Insurance Brokers, LLC, A Division of Lockton Companies, LLC of Irvine, California its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these prescorporate seal hereunto affixed this 22 day of July	sents to be signed and attested by its appropriate officers and its . 2013.
Attest:	Berkley Insurance Company
(Sea!) By Ira S. Lederman	By Jeffrey M. Hafter
Senior Vice President & Secretary	SeniorVice President
	N BLUE "BERKLEY" SECURITY PAPER.
STATE OF CONNECTICUT)) ss: COUNTY OF FAIRFIELD)	
Sworn to before me, a Notary Public in the State of Connecticut	this 22 day of, 2013, by Ira S. Lederman and lent and Secretary, and the Senior Vice President, respectively, of

Notary Public, State of Connecticut NOTARY PUBLIC CONNECTICUT ONNECTICUT CONNECTICUT CONNE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of

JUL 1

(Seal)

Berkley Insurance Company.

Andrew M. Tuma









