

THIS SUBDIVISION CONTAINS:

128 NUMBERED LOTS
8 LETTERED LOTS
136 LOTS TOTAL
26.49 ACRES GROSS

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 RESERVE LOT "A" (SALVIA LANE), LOT "B" (DALTON WAY), LOT "C" (LILAC LANE), LOT "D" (TASSEL STREET), LOT "E" (SAVORY LANE), LOT "F" (VERBENA WAY), LOT "G" (PICTON COURT), AND LOT "H" (VINCA COURT) AS PRIVATE STREETS FOR OURSELVES, SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOTS 125 AND 126 FOR RETENTION BASIN PURPOSES FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOTS 127 AND 128 FOR LANDSCAPE PURPOSES FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW ARE DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES: LOT "A" (SALVIA LANE), LOT "B" (DALTON WAY), LOT "C" (LILAC LANE), LOT "D" (TASSEL STREET), LOT "E" (SAVORY LANE), LOT "F" (VERBENA WAY), LOT "G" (PICTON COURT) AND LOT "H" (VINCA COURT). THE DEDICATION OF LOTS "A" THROUGH "H", INCLUSIVE, IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SAFETY AND EMERGENCY VEHICLES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE 5' WIDE PUBLIC UTILITY EASEMENT OVER LOTS 1 THROUGH 124, INCLUSIVE. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: AN EASEMENT OVER LOTS 125 AND 126 FOR PUBLIC UTILITY PURPOSES, INGRESS/EGRESS FOR SERVICE VEHICLES AND PERSONNEL FOR MAINTENANCE OF SANITARY SEWER LINES AND ACCESS FOR WATER QUALITY (RETENTION/DETENTION BASIN) INSPECTION PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: WE HEREBY DEDICATE TO BEAUMONT CHERRY VALLEY WATER DISTRICT, EASEMENTS OVER LOTS "A" THROUGH "H", INCLUSIVE, AND LOTS 125 AND 126, TOGETHER WITH THE 5' WIDE WATER FACILITIES EASEMENT OVER LOTS 1 THROUGH 124, INCLUSIVE, FOR DOMESTIC AND NON-POTABLE WATER PURPOSES AND INGRESS/EGRESS OF SERVICE VEHICLES AND PERSONNEL FOR MAINTENANCE, OPERATION AND CONSTRUCTION THEREOF.

TRI POINTE HOMES IE-SD, A CALIFORNIA CORPORATION

MICHAEL C. TAYLOR
DIVISION PRESIDENT

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____) SS.

ON _____ BEFORE ME, _____, A NOTARY PUBLIC

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 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

PRINT NAME

MY COMMISSION EXPIRES _____ .

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

SOILS REPORT NOTE

PRELIMINARY SOILS INVESTIGATION REPORT FOR TENTATIVE TRACT NO. 31469, DATED JANUARY 19, 2007, AS PROJECT NO. 1061442-10, WAS PREPARED BY LGC INLAND, INC., AS REQUIRED BY SECTIONS 17953 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND AS REQUIRED BY SECTION 66434.5 OF THE CALIFORNIA GOVERNMENT CODE. A COPY OF SAID REPORT IS ON FILE FOR PUBLIC INSPECTION IN THE CITY ENGINEERS OFFICE.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TRACT NO. 36307

BEING A SUBDIVISION OF REMAINDER LOT OF TRACT NO. 36307-1 ON FILE IN BOOK _____, PAGES ____ THROUGH _____, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.; TOGETHER WITH A PORTION OF GOVERNMENT LOT 4 LOCATED IN SECTION 6, T. 3 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

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 \$ _____.

DATED: _____, 20____ MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: _____, DEPUTY

TAX BOND CERTIFICATE

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.

DATED: _____, 20____

CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____) SS.

ON _____ BEFORE ME, _____, A NOTARY PUBLIC

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 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

PRINT NAME

MY COMMISSION EXPIRES _____ .

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

BEAUMONT CHERRY VALLEY WATER DISTRICT CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY THAT THE INTEREST IN WATER FACILITIES EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM TRI-POINTE HOMES, IE-SD, A CALIFORNIA CORPORATION TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS RECORDATION.

DATED: _____, 20 ____ BY: _____
BEAUMONT CHERRY VALLEY WATER DISTRICT

ITS: _____

RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 20____ AT _____ M.
IN BOOK _____ OF MAPS AT PAGES _____, AT
THE REQUEST OF THE CITY CLERK, CITY OF BEAUMONT.

NO. _____
FEE \$ _____

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: _____, DEPUTY
SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PARDEE HOMES, A CALIFORNIA CORPORATION, IN OCTOBER OF 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET WITHIN ONE YEAR FROM ACCEPTANCE OF IMPROVEMENTS BY CITY COUNCIL AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: _____, 20____

CHRISTOPHER LEE ALBERTS, L.S. 8508



CITY ENGINEER'S STATEMENT

I, JEFF HART, HEREBY STATE THAT I HAVE EXAMINED TRACT NO. 36307; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF BEAUMONT ORDINANCE 547 HAVE BEEN COMPLIED WITH. TENTATIVE MAP NO. 36307 APPROVED ON JULY 15, 2014 AND EXPIRES ON JULY 15, 2025.

DATED: _____, 20____

JEFF HART, CITY ENGINEER
R.C.E. 70910

I HEREBY STATE THAT I HAVE EXAMINED THE MAP, AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: _____, 20____

JAY FAHRION, CITY SURVEYOR
P.L.S. 8207

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES TRACT NO. 36307, AND ACCEPTS THE OFFER(S) OF DEDICATION(S) DEPICTED HEREON FOR PUBLIC UTILITY PURPOSES. THE CITY COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES, AS FOLLOWS:

THE DEDICATION FOR PUBLIC UTILITY EASEMENTS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SAFETY AND EMERGENCY VEHICLES WITHIN LOT "A" (SALVIA LANE), LOT "B" (DALTON WAY), LOT "C" (LILAC LANE), LOT "D" (TASSEL STREET), LOT "E" (SAVORY LANE), LOT "F" (VERBENA WAY), LOT "G" (PICTON COURT), AND LOT "H" (VINCA COURT), INCLUSIVE, INDICATED AS PRIVATE STREETS, AS SHOWN HEREON.

THE EASEMENT FOR PUBLIC UTILITY PURPOSES SHOWN AS "5' PUE" OVER LOTS 1 THROUGH 124, INCLUSIVE, AS SHOWN HEREON.

THE EASEMENT OVER LOTS 125 AND 126 FOR PUBLIC UTILITY PURPOSES, INGRESS/EGRESS FOR SERVICE VEHICLES AND PERSONNEL FOR MAINTENANCE OF SANITARY SEWER LINES AND ACCESS FOR WATER QUALITY (RETENTION/DETENTION BASIN) INSPECTION PURPOSES, AS SHOWN HEREON.

DATED: _____, 20____

CITY CLERK, CITY OF BEAUMONT,
RIVERSIDE COUNTY, CALIFORNIA

SIGNATURE OMISSIONS NOTE

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

THE UNITED STATES OF AMERICA, HOLDER OF A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED IN PATENT RECORDED MARCH 15, 1898 IN BOOK 2 OF PATENTS, PAGE 134. (CANNOT BE PLOTTED)

PACIFIC TELEPHONE AND TELEGRAPH COMPANY, HOLDER OF AN EASEMENT FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 17, 1915 IN BOOK 434, PAGE 140 OF DEEDS. (BLANKET AND CANNOT BE PLOTTED)

US TELECOM, INC., HOLDER OF AN EASEMENT FOR COMMUNICATION SYSTEMS AND INGRESS AND EGRESS, RECORDED NOVEMBER 30, 1989 AS INSTRUMENT NO. 419238 OF OFFICIAL RECORDS. (CANNOT BE PLOTTED)

MONUMENT NOTES:

- ☐ PUBLISHED LOCATION OF US&GS GPS C.O.R.S. STATION
 - ▲ INDICATES 5/8" COPPER CLAD STEEL PIN W/1-1/2" BRASS CAP STAMPED "LS 8508", IN ASPHALT, FLUSH, (RIVERSIDE COUNTY STD. 903, TYPE "B" MON), PER R6.
 - ▣ 2" IP & TAG "L.S. 8508", FLUSH, PER R6.
 - ▲ 1" IP & TAG "L.S. 8508", FLUSH, PER R6.
 - FOUND 2" IRON PIPE & TAG "LS 7930" FLUSH PER R1 AND R2 UNLESS NOTED OTHERWISE AND DESCRIBED HEREON
- 1 FD 1" IP W/"LS 3018" TAG, FLUSH, PER R1, ACCEPTED FOR NORTH LINE SEC 6.
 - 2 FD 1" IP W/"LS 3018" TAG, FLUSH, PER R1, DISTURBED N 0°06'37"E 49.84' FROM NW COR SEC 6.
 - 3 FD 1" IP W/"LS 3018" TAG, FLUSH, PER R1, DISTURBED N 0°00'08"W 99.79' FROM NW COR SEC 6.
 - 4 FD 3/4" IP TAGGED RCE 9876 UP 1.2' PER R1, ACCEPTED AS NORTH 1/4 CORNER SEC 6.
 - 5 FD 3/4" IP TAGGED RCE 9876 UP 0.5' PER R1, ACCEPTED AS S-1/4 COR SEC 32.
 - 6 7 8 INTENTIONALLY OMITTED
 - 9 SFN, 1" IP, PLASTIC PLUG STAMPED LS 5346 PER R3
 - 10 FD 1" IP TAGGED RCE 8591, UP 0.3' PER R1.
 - 11 FD 3/4" IP TAGGED LS 2851, DN 0.6' PER RS 71/62.
 - 12 FD 1/2" IP TAGGED "LS 3018", UP 0.2' W/RIVERSIDE COUNTY PLASTIC PADDLE PER R1, ACCEPTED FOR W 1/4 SEC 6.
 - 13 FD 1" IP & TAG NOT LEGIBLE IN LIEU OF NAIL & TACK IN STADDLES PER R1, FLUSH, ACCEPTED AS POINT ON WEST LINE OF SEC 6 T3S R1W.
 - 14 FD 2" IP & TAG "L.S. 8508", FLUSH, PER R6.
 - 15 FD 2"x 2" HUB, FLUSH, OVER 5/8" STEEL PIN W/CO SURV PLASTIC PLUG, DN 1.5' PER R1.
 - 16 FD RR SPIKE W/PUNCH MARK, MARKED "BC" FLUSH, PER R1.
 - 17 FD RR SPIKE W/PUNCH MARK, MARKED "31" FLUSH FOR PI NO 31 PER R1.
 - 18 FD RAILROAD SPIKE W/PUNCH MARK, MARKED "EC" FLUSH, PER R1.
 - 19 SEARCHED, NF, NS, POSITIONED BY SINGLE PROPORTION.
 - 21 FD 1" IP WITH PLASTIC PLUG STAMPED "LS 3018" FLUSH, PER R1.
 - 22 FD 2" IP & TAG "L.S. 7930", FLUSH, PER R1

NOTE:
SEE SHEET 3 FOR ADDITIONAL BOUNDARY CONTROL, EASEMENT NOTES, SHEET INDEX MAP & SURVEYOR NOTES.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TRACT NO. 36307

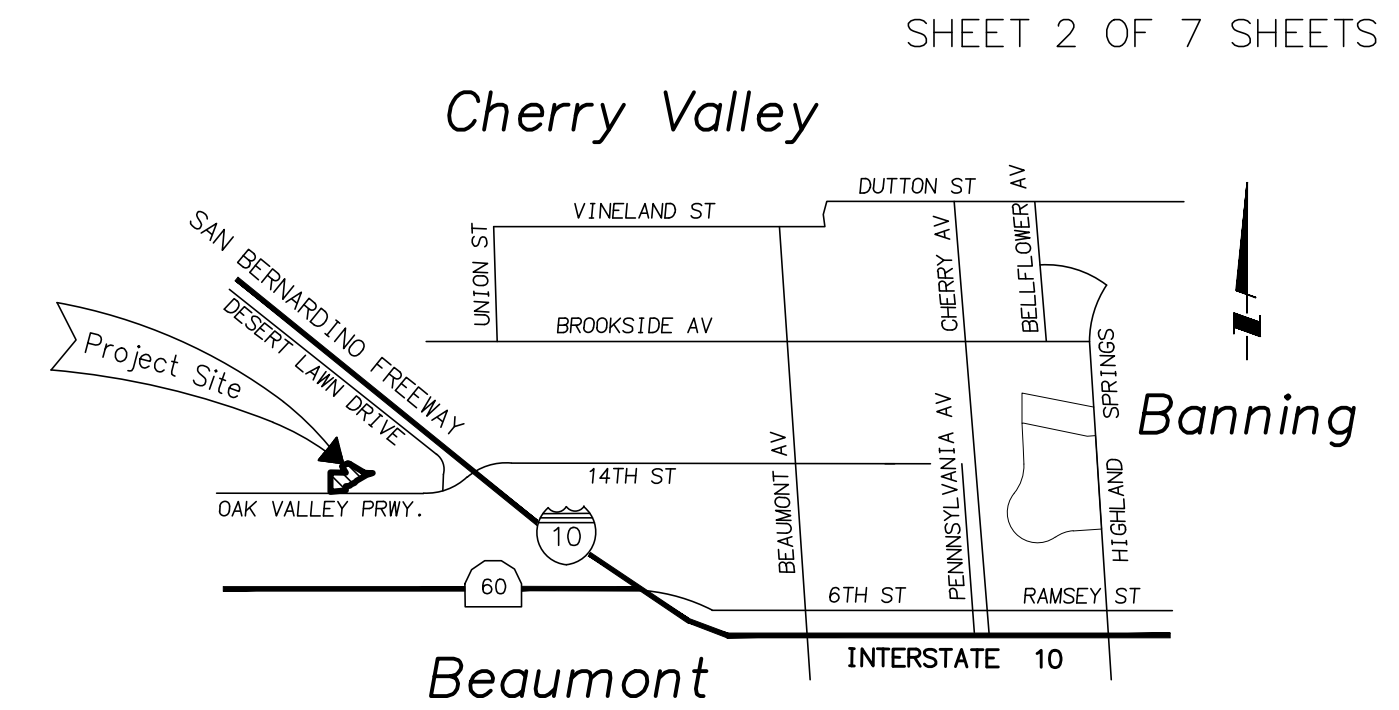
BEING A SUBDIVISION OF REMAINDER LOT OF TRACT NO. 36307-1 ON FILE IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.; TOGETHER WITH A PORTION OF GOVERNMENT LOT 4 LOCATED IN SECTION 6, T. 3 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

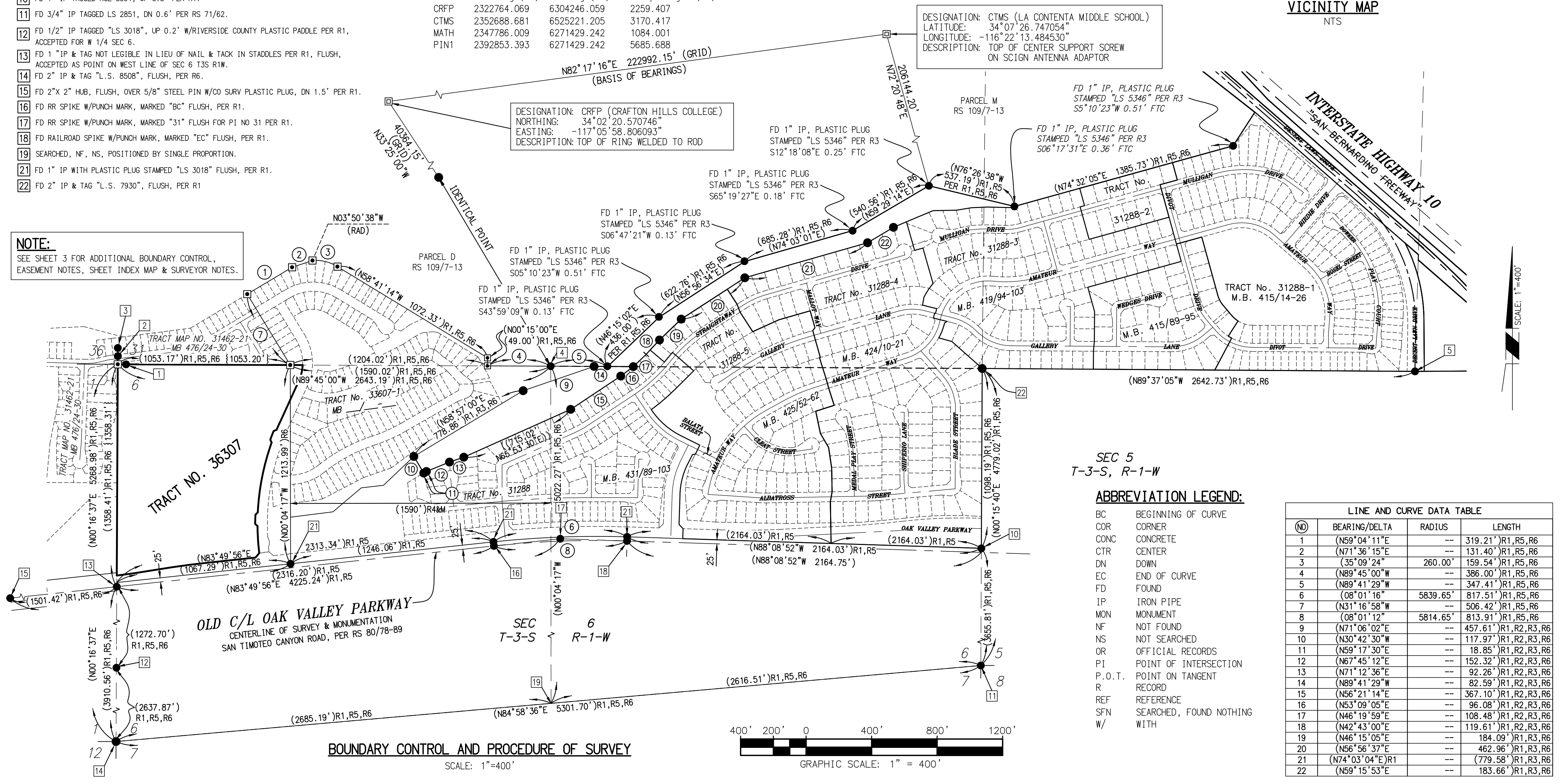
BASIS OF BEARINGS AND COORDINATES:

BEARINGS AND COORDINATES AS SHOWN HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (EPOCH 2004.00), ZONE 6; BASED LOCALLY UPON THE FOLLOWING CSRC STATIONS AS PUBLISHED BY THE CSRC:

Name	Northing (ft)	Easting (ft)	Ellipse Hgt. (ft)
CRFP	2322764.069	6304246.059	2259.407
CTMS	2352688.681	6525221.205	3170.417
MATH	2347786.009	6271429.242	1084.001
PIN1	2392853.393	6271429.242	5685.688



VICINITY MAP
NTS



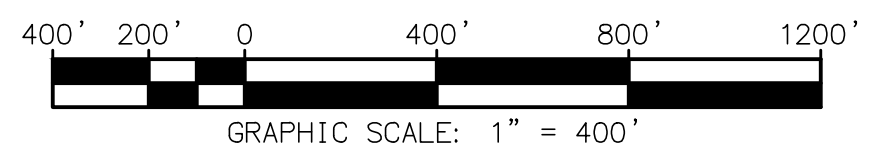
SEC 5
T-3-S, R-1-W

ABBREVIATION LEGEND:

BC	BEGINNING OF CURVE
COR	CORNER
CONC	CONCRETE
CTR	CENTER
DN	DOWN
EC	END OF CURVE
FD	FOUND
IP	IRON PIPE
MON	MONUMENT
NF	NOT FOUND
NS	NOT SEARCHED
OR	OFFICIAL RECORDS
PI	POINT OF INTERSECTION
P.O.T.	POINT ON TANGENT
R	RECORD
REF	REFERENCE
SFN	SEARCHED, FOUND NOTHING
W/	WITH

LINE AND CURVE DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	(N59°04'11"E	---	319.21')R1,R5,R6
2	(N71°36'15"E	---	131.40')R1,R5,R6
3	(S5°09'24"	260.00'	159.54')R1,R5,R6
4	(N89°45'00"W	---	386.00')R1,R5,R6
5	(N89°41'29"W	---	347.41')R1,R5,R6
6	(08°01'16"	5839.65'	817.51')R1,R5,R6
7	(N31°16'58"W	---	506.42')R1,R5,R6
8	(08°01'12"	5814.65'	813.91')R1,R5,R6
9	(N71°06'02"E	---	457.61')R1,R2,R3,R6
10	(N30°42'30"W	---	117.97')R1,R2,R3,R6
11	(N59°17'30"E	---	18.85')R1,R2,R3,R6
12	(N67°45'12"E	---	152.32')R1,R2,R3,R6
13	(N71°12'36"E	---	92.26')R1,R2,R3,R6
14	(N89°41'29"W	---	82.59')R1,R2,R3,R6
15	(N56°21'14"E	---	367.10')R1,R2,R3,R6
16	(N53°09'05"E	---	96.08')R1,R2,R3,R6
17	(N46°19'59"E	---	108.48')R1,R2,R3,R6
18	(N42°43'00"E	---	119.61')R1,R2,R3,R6
19	(N46°15'05"E	---	184.09')R1,R3,R6
20	(N56°56'37"E	---	462.96')R1,R3,R6
21	(N74°03'04"E)R1	---	(779.58')R1,R3,R6
22	(N59°15'53"E	---	183.66')R1,R3,R6

BOUNDARY CONTROL AND PROCEDURE OF SURVEY
SCALE: 1"=400'



TRACT NO. 36307

BEING A SUBDIVISION OF REMAINDER LOT OF TRACT NO. 36307-1 ON FILE IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.; TOGETHER WITH A PORTION OF GOVERNMENT LOT 4 LOCATED IN SECTION 6, T. 3 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

EASEMENT NOTES:

A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED MARCH 15, 1898 IN BOOK 2 OF PATENTS, PAGE 134. (THE RIGHT OF WAY IS BLANKET IN NATURE AND CANNOT BE PLOTTED FROM RECORD INFORMATION.)

AN EASEMENT FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES GRANTED TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY, RECORDED NOVEMBER 17, 1915 IN BOOK 434, PAGE 140 OF DEEDS. (THE EASEMENT IS BLANKET IN NATURE AND CANNOT BE PLOTTED FROM RECORD INFORMATION.)

AN EASEMENT FOR STREET OR HIGHWAY PURPOSES GRANTED TO COUNTY OF RIVERSIDE, RECORDED JUNE 10, 1946 IN BOOK 747, PAGE 462 OF OFFICIAL RECORDS. (THE EASEMENT DOES NOT AFFECT SUBJECT PROPERTY, IS LOCATED WITHIN THE RAILROAD RIGHT-OF-WAY, AND CANNOT BE PLOTTED FROM RECORD INFORMATION.)

AN EASEMENT FOR COMMUNICATION SYSTEMS AND INGRESS AND EGRESS GRANTED TO US TELECOM, INC., RECORDED NOVEMBER 30, 1989 AS INSTRUMENT NO. 419238 OF OFFICIAL RECORDS. (THE EASEMENT CANNOT BE PLOTTED FROM RECORD INFORMATION.)

AN EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND CONSTRUCTION AND MAINTENANCE OF APPURTENANT FACILITIES, RESERVED IN DOC. RECORDED APRIL 15, 2004 AS INSTRUMENT NO. 2004-0272901. (THE EASEMENT CANNOT BE PLOTTED FROM RECORD INFORMATION.)

1 AN EASEMENT OVER LOTS 125 AND 126 FOR PUBLIC UTILITY PURPOSES, INGRESS/EGRESS FOR SERVICE VEHICLES AND PERSONNEL FOR MAINTENANCE OF SANITARY SEWER LINES AND ACCESS FOR WATER QUALITY (RETENTION/DETENTION BASIN) INSPECTION PURPOSES.

2 AN EASEMENT OVER LOTS 125 AND 126 IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT FOR WATER FACILITY PURPOSES AND MAINTENANCE THEREOF, AS RESERVED HEREON.

1 INDICATES A 5' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND MAINTENANCE THEREOF, AS RESERVED HEREON.

2 INDICATES A 5' EASEMENT IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT FOR WATER FACILITY PURPOSES AND MAINTENANCE THEREOF, AS RESERVED HEREON.

SURVEYOR'S NOTES:

1. () DENOTES RECORD AND MEASURED DATA AS NOTED:
R1 TRACT No. 31288-1, MB 415/14-26
R2 TRACT No. 31288-3, MB 419/94-103
R3 TRACT No. 31288-5, MB 425/52-62
R4 NOT USED
R5 TRACT No. 31288, MB 431/89-103
R6 TRACT No. 36307-1, MB _____

2. { } DENOTES RECORD DATA AS NOTED:
TRACT No. 31462-21, MB 476/24-30

3. (R) DENOTES RADIAL BEARING

4. ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY CITY COUNCIL.

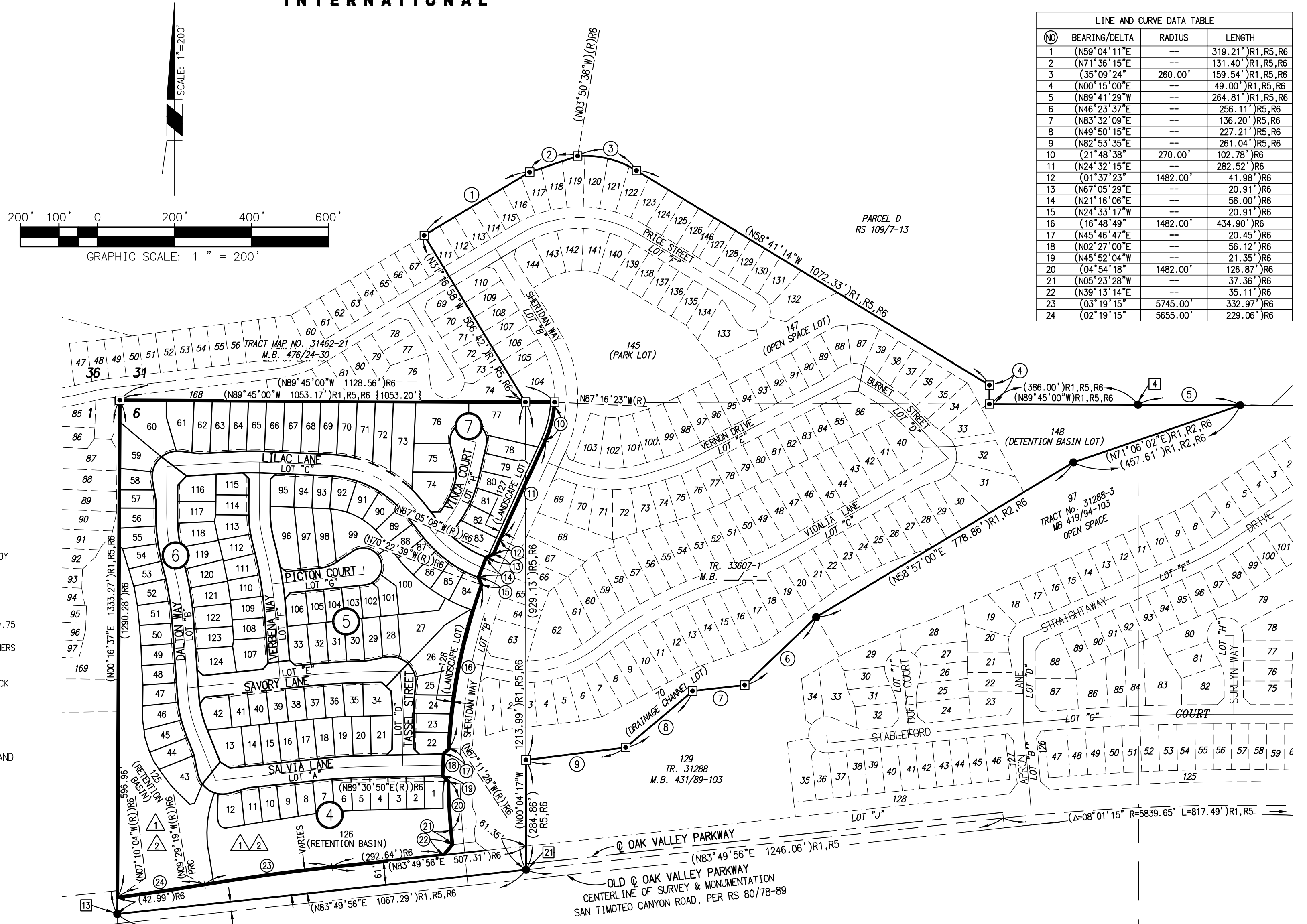
5. ALL SET MONUMENTS ARE SET PER RIVERSIDE COUNTY STANDARD.

6. SET 1" IRON PIPE TAGGED "LS 8508" IN GROUND, FLUSH, OR A LEAD, TACK AND TAG "LS 8508", IN CONCRETE AT ALL LOT CORNERS EXCEPT LOT CORNERS THAT ABUT A STREET WHICH WILL BE MARKED ON A 9.75 FOOT OFFSET INSIDE STREET RIGHT-OF-WAY ON SIDELINES PRODUCED. (NO MONUMENTS WILL BE SET FOR CORNER CUTOFFS, B.C.'S, E.C.'S, P.C.C.'S OR P.R.C.'S THAT ABUT A STREET WHICH ARE NOT LOT CORNERS MARKING SIDELINES).

7. ○ INDICATES SET 2" IRON PIPE & TAG "LS 8508", FLUSH, IN THE GROUND OR IN ASPHALT, OR A LEAD, TACK AND TAG "LS 8508" IN CONCRETE.

8. △ INDICATES SET 5/8" COPPER CLAD STEEL PIN W/1-1/2" BRASS CAP STAMPED "LS 8508", IN ASPHALT, FLUSH. (RIVERSIDE COUNTY STD. 903, TYPE "B" MON).

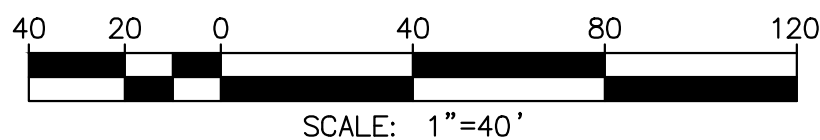
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES, VICINITY MAP AND BASIS OF BEARING.



LINE AND CURVE DATA TABLE			
(NO)	BEARING/Delta	RADIUS	LENGTH
1	(N59°04'11"E	--	319.21' R1, R5, R6
2	(N71°36'15"E	--	131.40' R1, R5, R6
3	(S5°09'24"	260.00'	159.54' R1, R5, R6
4	(N00°15'00"E	--	49.00' R1, R5, R6
5	(N89°41'29"W	--	264.81' R1, R5, R6
6	(N46°23'37"E	--	256.11' R5, R6
7	(N83°32'09"E	--	136.20' R5, R6
8	(N49°50'15"E	--	227.21' R5, R6
9	(N82°53'35"E	--	261.04' R5, R6
10	(21°48'38"	270.00'	102.78' R6
11	(N24°32'15"E	--	282.52' R6
12	(01°37'23"	1482.00'	41.98' R6
13	(N67°05'29"E	--	20.91' R6
14	(N21°16'06"E	--	56.00' R6
15	(N24°33'17"W	--	20.91' R6
16	(16°48'49"	1482.00'	434.90' R6
17	(N45°46'47"E	--	20.45' R6
18	(N02°27'00"E	--	56.12' R6
19	(N45°52'04"W	--	21.35' R6
20	(04°54'18"	1482.00'	126.87' R6
21	(N05°23'28"W	--	37.36' R6
22	(N39°13'14"E	--	35.11' R6
23	(03°19'15"	5745.00'	332.97' R6
24	(02°19'15"	5655.00'	229.06' R6

BOUNDARY AND SHEET INDEX

DENOTES SHEET NUMBER



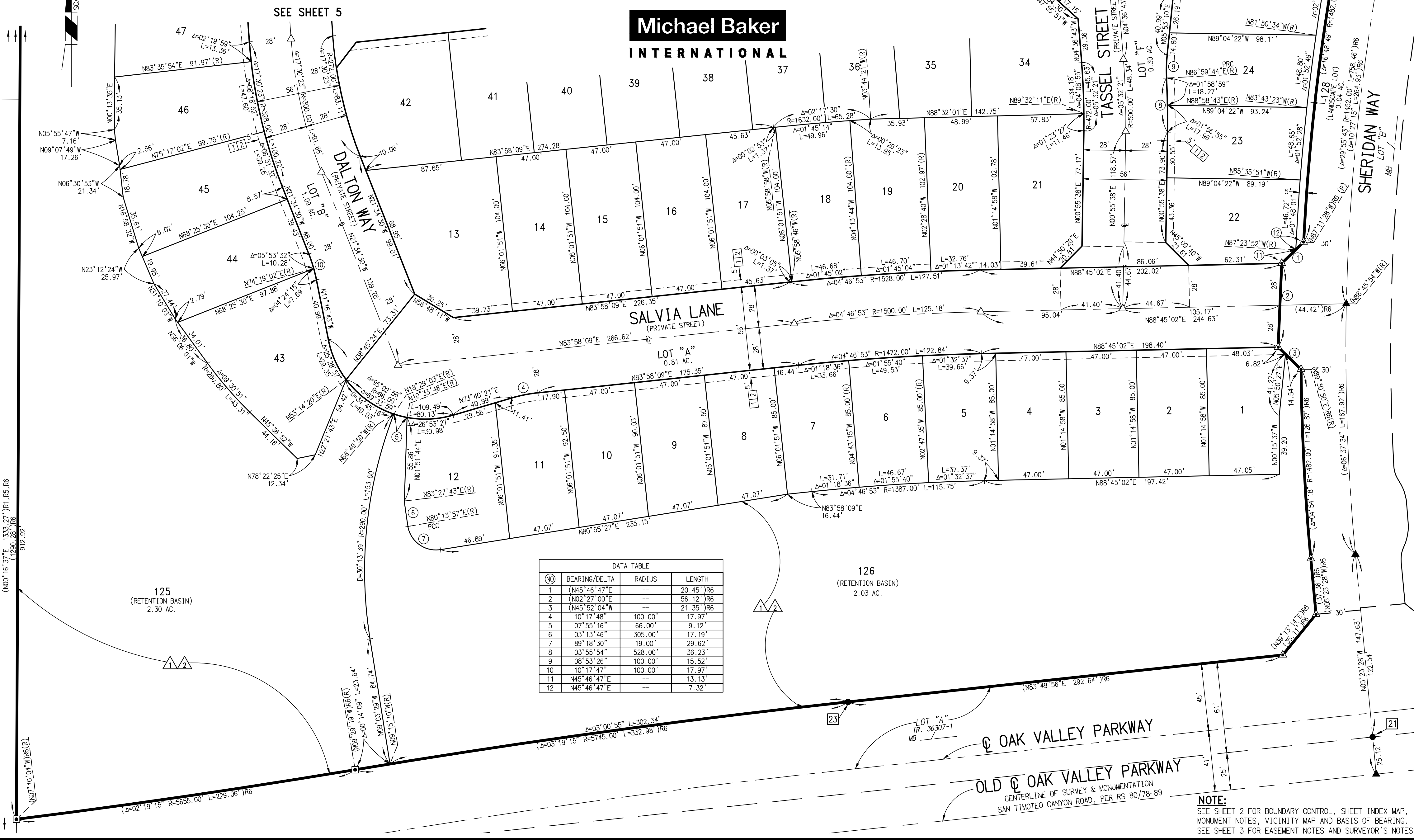
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TRACT NO. 36307

BEING A SUBDIVISION OF REMAINDER LOT OF TRACT NO. 36307-1 ON FILE IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.; TOGETHER WITH A PORTION OF GOVERNMENT LOT 4 LOCATED IN SECTION 6, T. 3 S., R. 1 W., S.B.M.

SHEET 4 OF 7 SHEETS

Michael Baker
INTERNATIONAL



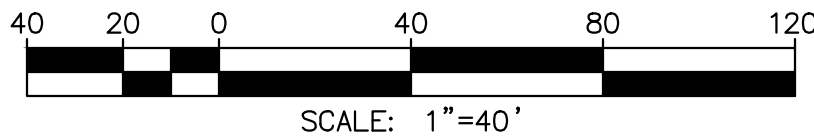
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	(N45°46'47"E	--	20.45')R6
2	(N02°27'00"E	--	56.12')R6
3	(N45°52'04"W	--	21.35')R6
4	10°17'48"	100.00'	17.97'
5	07°55'16"	66.00'	9.12'
6	03°13'46"	305.00'	17.19'
7	89°18'30"	19.00'	29.62'
8	03°55'54"	528.00'	36.23'
9	08°53'26"	100.00'	15.52'
10	10°17'47"	100.00'	17.97'
11	N45°46'47"E	--	13.13'
12	N45°46'47"E	--	7.32'

NOTE:
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES, VICINITY MAP AND BASIS OF BEARING. SEE SHEET 3 FOR EASEMENT NOTES AND SURVEYOR'S NOTES.

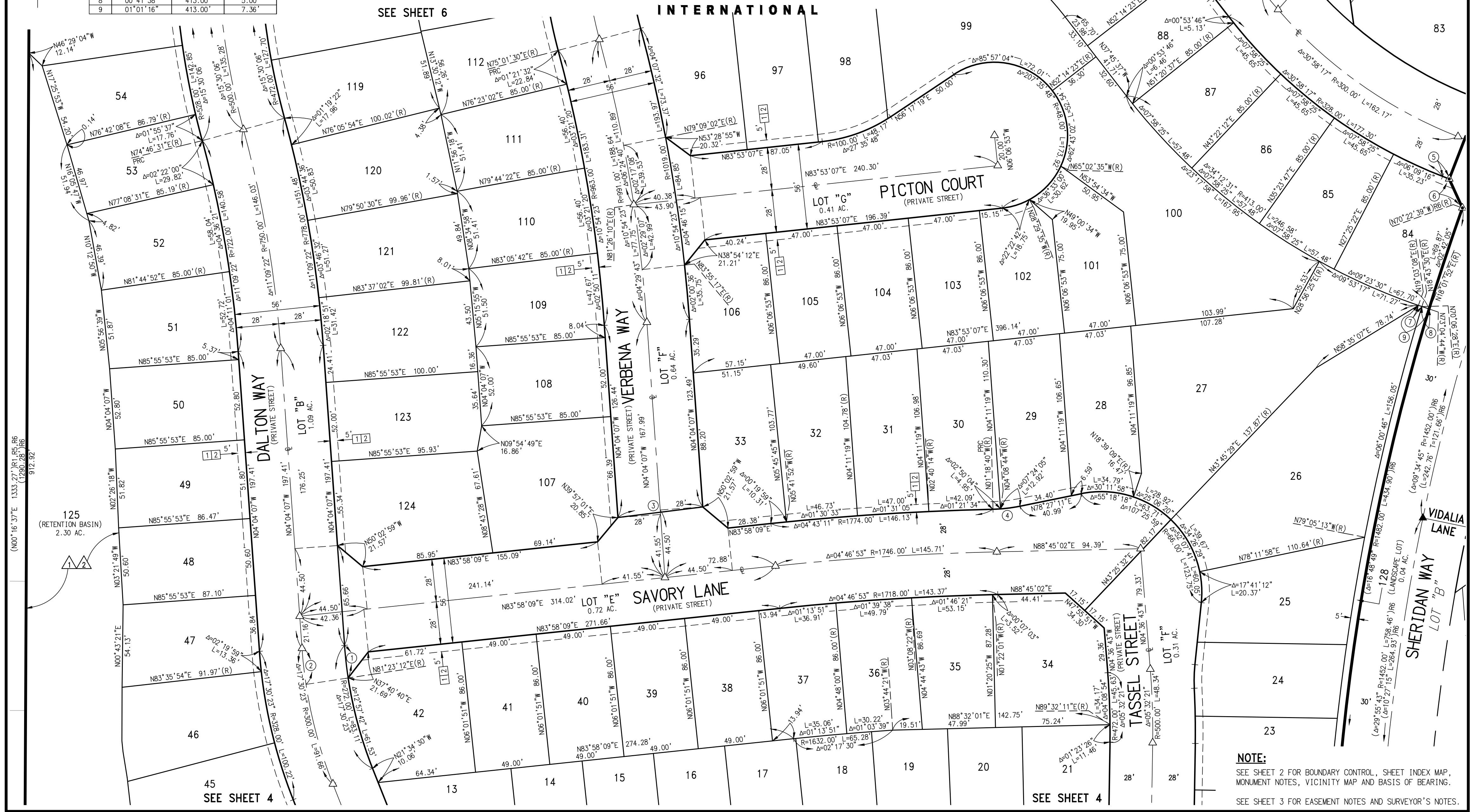
TRACT NO. 36307

BEING A SUBDIVISION OF REMAINDER LOT OF TRACT NO. 36307-1 ON FILE IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.; TOGETHER WITH A PORTION OF GOVERNMENT LOT 4 LOCATED IN SECTION 6, T. 3 S., R. 1 W., S.B.M.

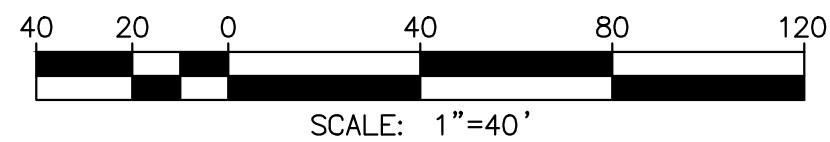
Michael Baker INTERNATIONAL



(NO)	BEARING/Delta	RADIUS	LENGTH
1	04°32'41"	272.00'	21.58'
2	04°32'41"	300.00'	23.80'
3	N82°55'10"E	--	56.08'
4	10°14'09"	100.00'	17.86'
5	N68°43'54"W	--	4.68'
6	N24°33'17"W	--	20.91'
7	00°19'38"	413.00'	2.36'
8	00°41'38"	413.00'	5.00'
9	01°01'16"	413.00'	7.36'



NOTE:
 SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES, VICINITY MAP AND BASIS OF BEARING.
 SEE SHEET 3 FOR EASEMENT NOTES AND SURVEYOR'S NOTES.



IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 6 OF 7 SHEETS

TRACT NO. 36307

BEING A SUBDIVISION OF REMAINDER LOT OF TRACT NO. 36307-1 ON FILE IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.; TOGETHER WITH A PORTION OF GOVERNMENT LOT 4 LOCATED IN SECTION 6, T. 3 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

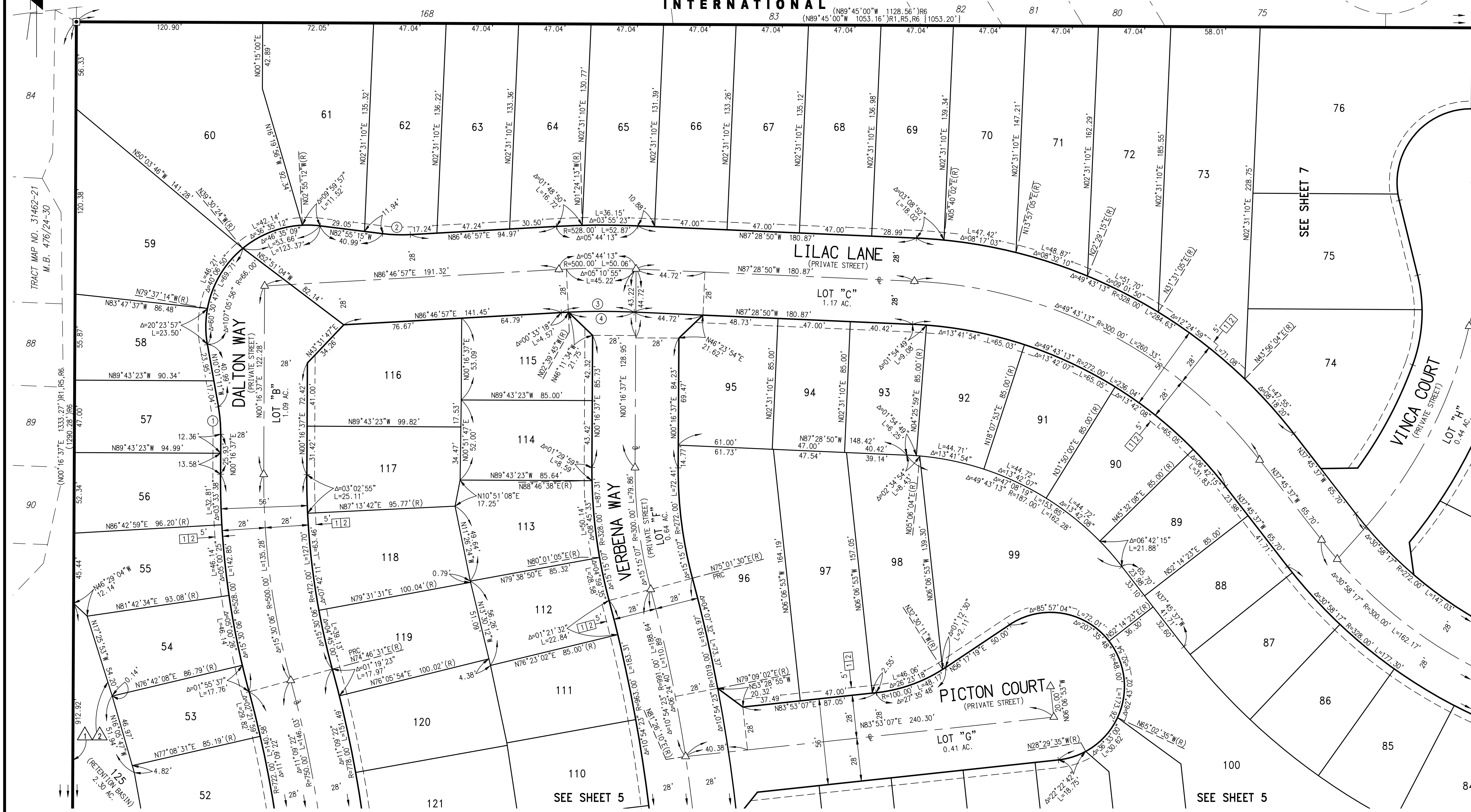
TRACT MAP NO. 31462-21
M.B. 476/24-30

DATA TABLE			
(NO)	BEARINGS/DELTA	RADIUS	LENGTH
1	10°17'48"	100.00'	17.97'
2	10°17'48"	100.00'	17.97'
3	05°44'13"	472.00'	47.26'
4	05°10'55"	472.00'	42.69'

NOTE:

SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES, VICINITY MAP AND BASIS OF BEARING.

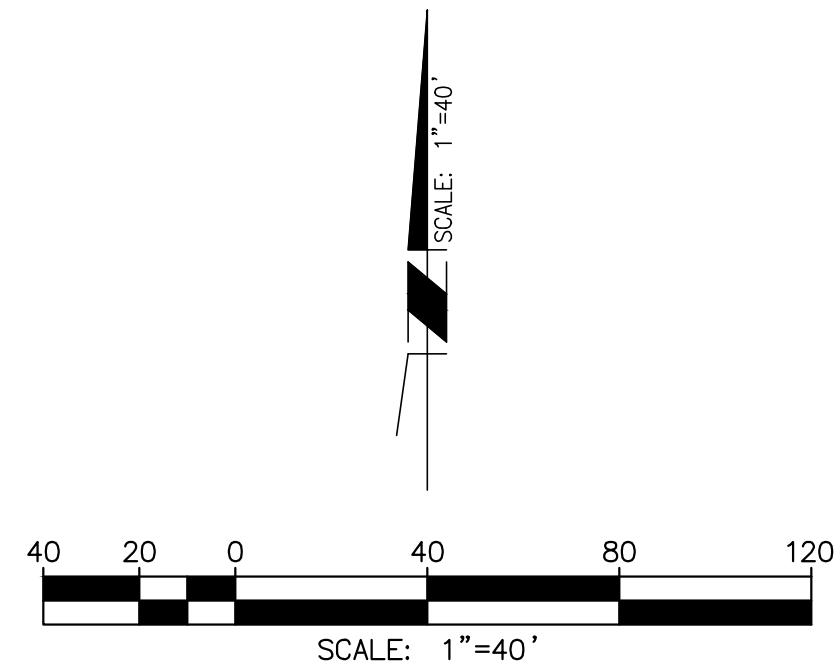
SEE SHEET 3 FOR EASEMENT NOTES AND SURVEYOR'S NOTES.



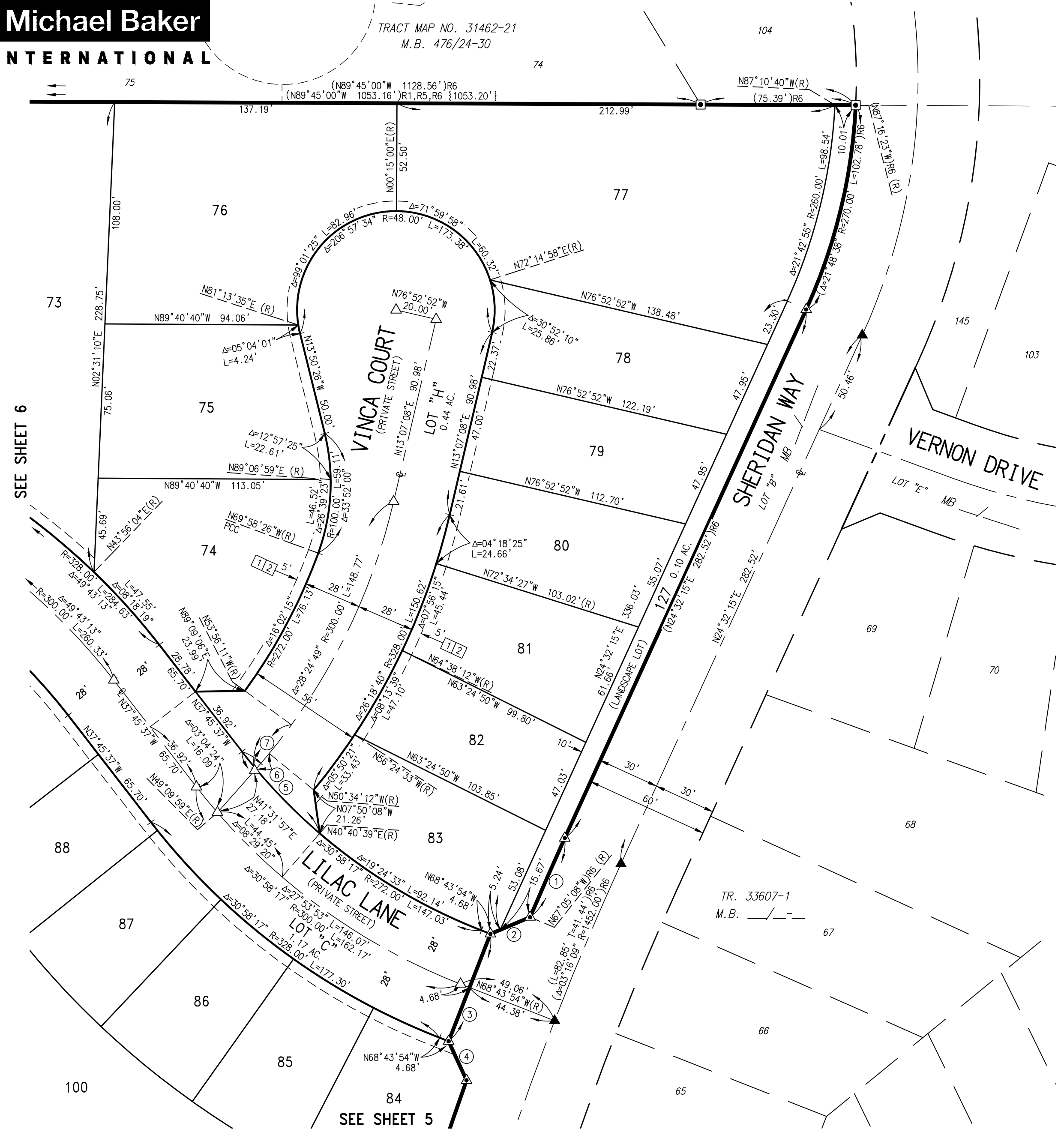
TRACT NO. 36307

BEING A SUBDIVISION OF REMAINDER LOT OF TRACT NO. 36307-1 ON FILE IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.; TOGETHER WITH A PORTION OF GOVERNMENT LOT 4 LOCATED IN SECTION 6, T. 3 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL



NO	BEARING/DELTA	RADIUS	LENGTH
1	01°37'23"	1482.00'	41.98'
2	N67°05'29"E	---	20.91'
3	N21°16'06"E	---	56.00'
4	N24°33'17"W	---	20.91'
5	11°33'44"	272.00'	54.89'
6	02°06'09"	300.00'	11.01'
7	05°28'08"	300.00'	28.64'



NOTE:
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, MONUMENT NOTES, VICINITY MAP AND BASIS OF BEARING.
SEE SHEET 3 FOR EASEMENT NOTES AND SURVEYOR'S NOTES.

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
SPACE ABOVE THIS LINE FOR RECORDER'S USE	

**CITY OF BEAUMONT
 SUBDIVISION IMPROVEMENT AGREEMENT
 TRACT NO. 36307**

DATE OF AGREEMENT: <u>April 18, 2022</u>		
NAME OF SUBDIVIDER: <u>Tri Pointe Homes IE-SD, Inc.</u> , a <u>California Corporation</u> (hereinafter referred to as "Subdivider").		
NAME/NUMBER OF DEVELOPMENT: <u>36307</u> subdivision consisting of <u>268</u> residential lots, <u>13-SP-03</u> , originally approved on <u>July 15, 2014</u> , and Tentative Tract <u>36307</u> ("Tract" or "Tentative Tract Map"), originally approved on <u>July 15, 2014</u> .		
FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").		
PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").		
EST. TOTAL COST OF PUBLIC IMPROVEMENTS: \$ <u>429,207.68</u> (see Exhibit "B")	EST. TOTAL COST OF PRIVATE IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF MONUMENTATION: \$ _____ (see Exhibit "B")
BOND NUMBERS: <u>30156561</u>		
LETTER OF CREDIT NUMBERS: _____		

FINANCIAL INSTITUTION: The Continental Insurance Company

THIS SUBDIVISION IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as “City”), and Tri Pointe Homes IE-SD, Inc., a **California Corporation**, (hereinafter referred to as “Subdivider”). City and Subdivider are sometimes referred to hereinafter individually as a “Party”, and collectively as the “Parties”.

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit “A” attached hereto and incorporated and made part of this Agreement by this reference (the “Property”).

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the “Plans”) for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works (“City Engineer”). The City has adopted standards (hereinafter “Standards”) for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit “B” and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) Four Hundred Twenty Nine Thousand Two Hundred Seven and 68/100 DOLLARS (\$429,207.68) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) Four Hundred Twenty Nine Thousand Two Hundred Seven and 68/100 DOLLARS (\$429,207.68) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS (\$ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars (\$X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities.

Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. **Subdivider Not Agent of City.** Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. **Injury to Improvement Work; Risk of Loss.** Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. **Other Agreements.** Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. **Subdivider's Obligation to Warn Public During Construction.** Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. **Vesting of Ownership.** Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. **Indemnity/Hold Harmless.**

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. Sale or Disposition of Subdivision; Assignment.

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

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

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

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

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

Notice to Subdivider:

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

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

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor or subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating: Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

*Tri Pointe Homes IE-SD, Inc.
a California Corporation*

By: _____

Michael C. Taylor

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

John Pinkney, City Attorney

APPROVED AS TO CONTENT:

Jeff Hart, Dir. Of Engineering/Public Works

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 April 26, 2022 before me, Ana E. Chavez Perez, Notary Public
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

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 of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer Signer(s) Thumbprints(s)

Attachments: Exhibit A Legal description of Property
 Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

EXHIBIT "A" - LEGAL DESCRIPTION

In the City of Beaumont, County of Riverside, State of California, that portion of Government Lot 4 located in Section 6, Township 3 South, Range 1 West, San Bernardino Meridian, as shown on Tract Map No. 31288, filed in Book 431, Pages 89 through 103, inclusive, of Maps, in the office of the County Recorder of said Riverside County, more particularly described as follows:

BEGINNING at the northwest corner of said Section 6;

thence along the north line of said Section 6, South 89°45'00" East, 1053.16 feet to the west line of said Tract No. 31288;

thence along said west line, South 00°04'17" East, 1213.99 feet to the southwest corner of said Tract No. 31288 and the northerly right-of-way line of Oak Valley Parkway (25-foot half-width) as shown on said Tract Map No. 31288;

thence along said northerly right-of-way line, South 83°49'56" West, 1067.29 feet to the westerly line of said Section 6;

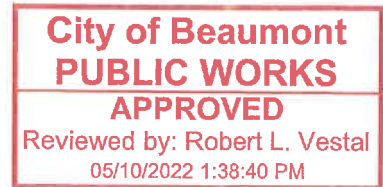
thence along said westerly line, North 00°15'37" East, 1333.27 feet to the **POINT OF BEGINNING**.

CONTAINING: 30.911 Acres, more or less.

EXHIBIT "B" – attached hereto and by this reference made a part hereof.

EXHIBIT "B" - COST ESTIMATES

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET



PROJECT NAME: Tract 36307 North of Oak Valley Parkway- Basin Outlet Structures
DATE: 12-Apr-22

PP, CUP NO.: _____ BY: Mujahid M. Chandoo, Michael Baker International

IMPROVEMENTS FAITHFUL PERFORMANCE 100%
LABOR & MATERIALS SECURITY 100%

Construction Costs)	
Drainage	\$ 429,207.68
Sewer	-
Total	\$ 429,207.68
Warranty Retention (22.5%)	\$ 96,571.73
Drainage Plan Check Fees =	\$ 9,330.60
Sewer Plan Check Fees =	\$ -
Street Inspection Fees =	\$ 14,928.96
Sewer Inspection Fees =	\$ -

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

Above amounts do include additional 20% for recordation prior to having signed plans

Above amounts do not include additional 20% for recordation prior to having signed plans

Mujahid M. Chandoo 4/14/22
Engineer's Signature Date

Mujahid M. Chandoo
Name typed or printed



Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

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

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

CITY OF BEAUMONT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 36307 North of Oak Valley Parkway- Basin Outlet Structures

DATE: 4/12/2022

STORM DRAIN IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
131	LF	Install 48" RCP (D-Load Per Profile)	\$ 415.00	\$ 54,158
94	CY	Construct 10'x4' RC Single Box Culver Per Caltrans Std Plan No. D80	\$ 1,520.00	\$ 142,637
1	EA	Construct Manhole No. 2 Per Riverside County Std. Dwg No. MH252	\$ 14,600.00	\$ 14,600
1	EA	Construct Junction Structure No. 2 Per Riverside County Std. Dwg No. JS227	\$ 5,200.00	\$ 5,200
1	EA	Construct RC Headwall Per Details on Sheet 4	\$ 3,500.00	\$ 3,500
59	CY	Construct 4 Ton Loose Rock Riprap Per Detail on Sheet 4	\$ 250.00	\$ 14,750
1	EA	Construct Energy Dissipator - Impact Basin Per SPPWC Std Plan No. 384-3	\$ 18,000.00	\$ 18,000
166	CY	Construct 1/4 Ton Loose Rock Riprap Per Detail on Sheet 4	\$ 150.00	\$ 24,900
2	EA	Construct Concrete Bulkhead per Riverside County Std Dwg No. M816	\$ 1,500.00	\$ 3,000
3	EA	Construct Box Culvert Wingwall Type A Per Caltrans Std. Plan D84	\$ 6,000.00	\$ 18,000
22	CY	Construct Weir Inlet Structure Per Details on Sheet 4	\$ 1,775.00	\$ 38,393
28	CY	Construct Trapezoidal Channel Per Detail on Sheet 5	\$ 1,145.00	\$ 32,449
8	LF	Install 18" RCP (D-Load Per Profile)	\$ 304.00	\$ 2,432
4	LF	Install 24" RCP (D-Load Per Profile)	\$ 318.00	\$ 1,205

A. Subtotal \$ 373,224

B. Contingency (15%) \$ 55,984

C. Streets/Drainage Total (A + B) \$ 429,208

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and TRI POINTE HOMES IE-SD, INC. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, No. 36307 dated APRIL 18TH, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of FOUR dollars (\$ ***), 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.

**HUNDRED TWENTY NINE THOUSAND TWO HUNDRED SEVEN AND 68/100
***(\$429,207.68)

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on APRIL 18TH, 2022.



(Seal)

THE CONTINENTAL INSURANCE COMPANY
SURETY

TRI POINTE HOMES IE-SD, INC.
PRINCIPAL

By: Michelle Haase

By: Michael C. Taylor

Name: MICHELLE HAASE

Name: Michael C. Taylor

Title: ATTORNEY-IN-FACT

Title: Division President

Address: 19800 MACARTHUR BLVD., SUITE 1250

By: _____

IRVINE, CA 92612

Name: _____

Title: _____

Address: 1250 Corona Pointe Ct.
Suite 600
Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE 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 April 26, 2022 before me, Ana E. Chavez Perez, Notary Public
Name of Notary Public, Title


personally appeared Michael C. Taylor
Name of Signer (1)

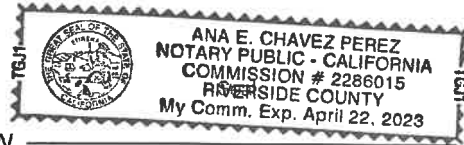
Name of Signer (2)

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 of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer Signer(s) Thumbprints(s)

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 APR 18 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer)

personally appeared Michelle Haase,
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.

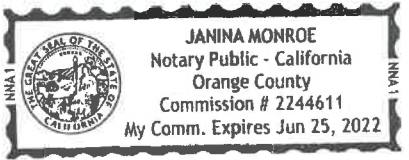
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom Mc Call, Michelle Haase, Paul Boucher, Timothy J Noonan, Dennis Langer, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2021.



The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 18TH day of APRIL, 2022.



The Continental Insurance Company

D. Johnson
D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”



Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as “CNA Surety”).

The use of an electronic image of the corporate seal of any CNA Surety company (the “Digital Seal”) and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee’s representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original “wet” signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

BOND NO.: 30156561
PREMIUM: \$1,588.00/PER ANNUM

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____
TRI POINTE HOMES IE-SD, INC. _____ (hereinafter designated as "Principal") have entered into
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan,
dated APRIL 18TH , 2022, whereby Principal agrees to install and complete certain designated
public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 36307 ,
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 CONTINENTAL INSURANCE COMPANY _____,
as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal
sum of FOUR HUNDRED TWENTY NINE THOUSAND TWO* dollars (\$ 429,207.68 -----) 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 SEVEN AND 68/100

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on APRIL 18TH, 2022.



(Seal)

THE CONTINENTAL INSURANCE COMPANY
SURETY

TRI POINTE HOMES IE-SD, INC.
PRINCIPAL

By: Michelle Haase

By: [Signature]

Name: MICHELLE HAASE

Name: Michael C. Taylor

Title: ATTORNEY-IN-FACT

Title: Division President

Address: 19800 MACARTHUR BLVD., SUITE 1250

By: _____

IRVINE, CA 92612

Name: _____

Title: _____

Address: 1250 Corona Pointe Ct.
Site 600
Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE 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 April 26, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

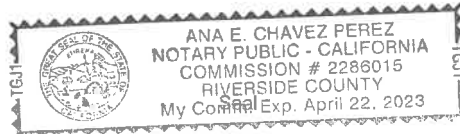
Name of Signer (2)

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 of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer Signer(s) Thumbprints(s)

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

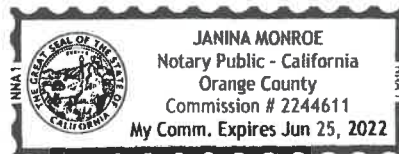
County of Orange }

On APR 18 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer)

personally appeared Michelle Haase,
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]
Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom Mc Call, Michelle Haase, Paul Boucher, Timothy J Noonan, Dennis Langer, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2021.



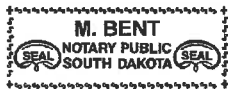
The Continental Insurance Company

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 18TH day of APRIL, 2022.



The Continental Insurance Company

D. Johnson

D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”



Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as “CNA Surety”).

The use of an electronic image of the corporate seal of any CNA Surety company (the “Digital Seal”) and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Oblige or Oblige’s representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original “wet” signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



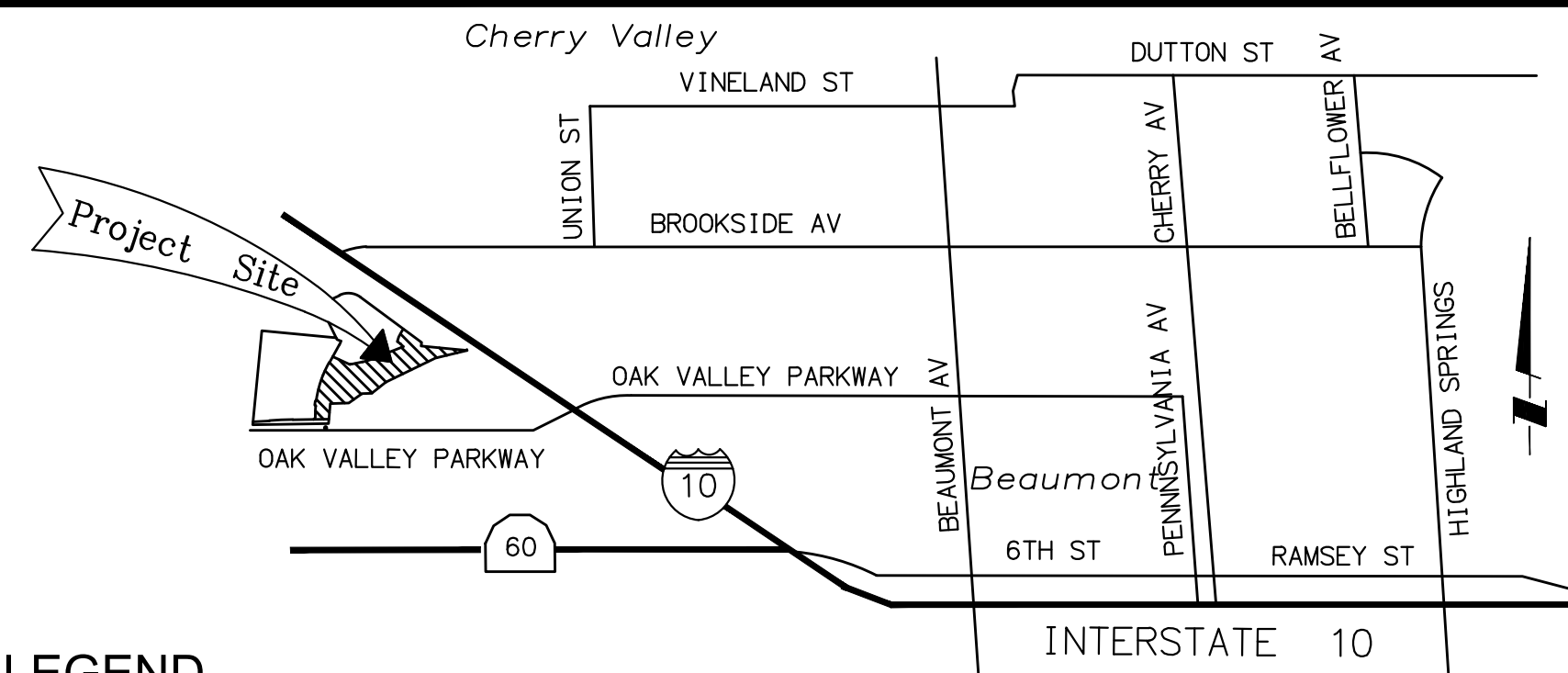
American Casualty Company of Reading, Pennsylvania

CITY OF BEAUMONT, CALIFORNIA

Drainage Improvement Plans

TRACT 36307 NORTH OF OAK VALLEY PARKWAY

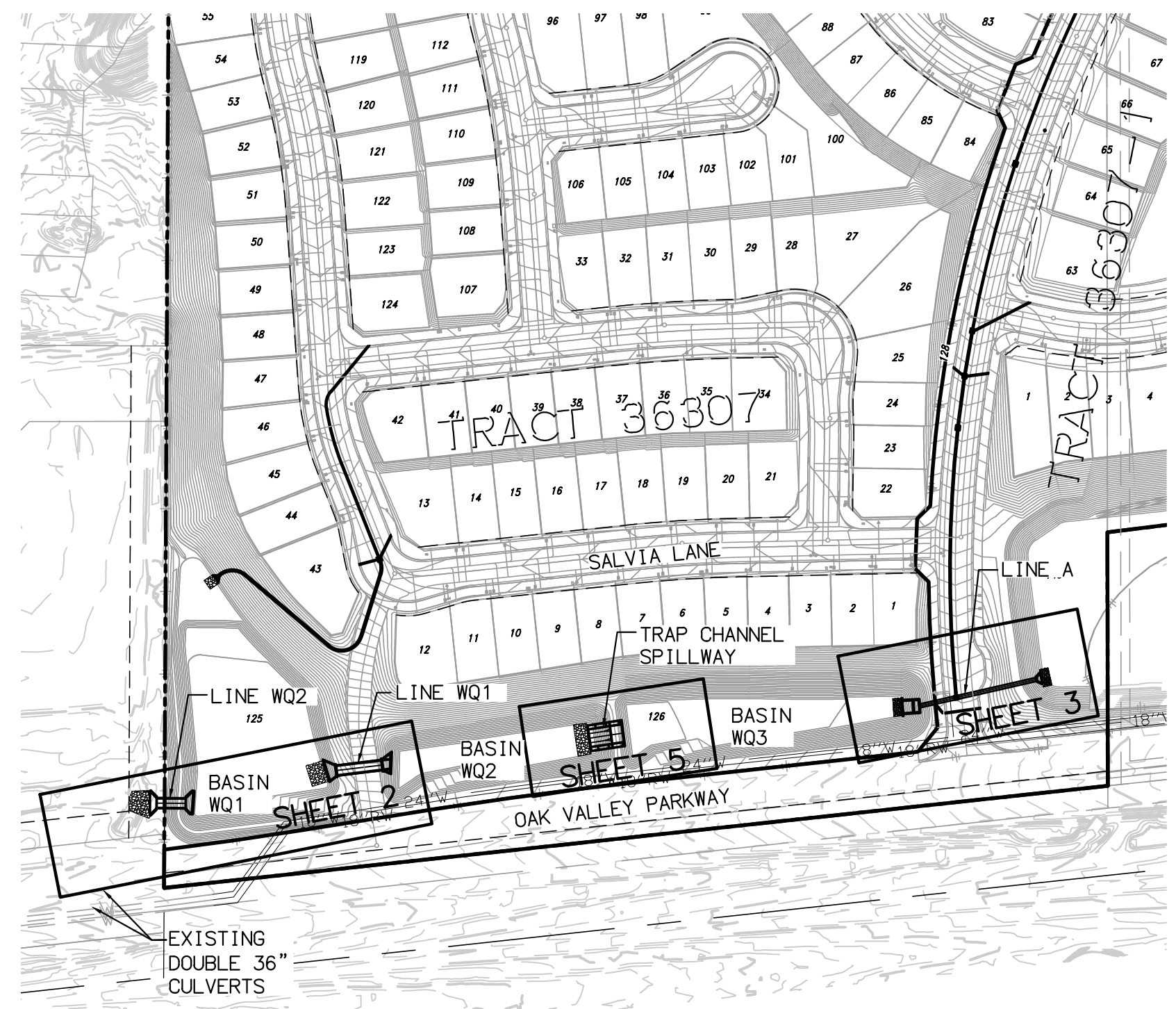
Located Within a Portion of Section 6, Township 3 South, Range 1 West, S.B.M.



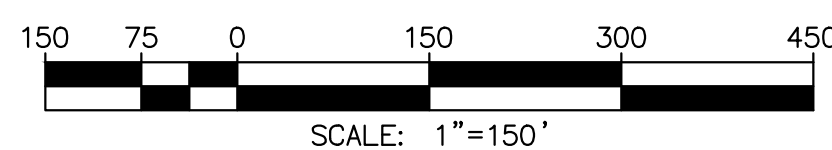
LEGEND

REINFORCED CONCRETE PIPE	RCP
CAST-IN-PLACE PIPE	CIPP
FLOW LINE	FL
FINISHED GRADE	FG
STORM DRAIN	SD
FINISHED SURFACE	FS
TOP OF CURB	TC
HIGH POINT	HP
LOW POINT	LP
GRADE BREAK	GB
POINT OF COMPOUND CURVATURE	PCC
WATER SURFACE ELEVATION	WSEL
TOP OF PIPE	TOP
BOTTOM OF PIPE	BOP
TOP OF MANHOLE	TMH
TRANSITION STRUCTURE	TS
JUNCTION STRUCTURE	JS
EACH WAY	EW
EACH FACE	EF
PROP. STORM DRAIN	---
EX. WATER LINE	---
EX. SEWER LINE	---
LOT NUMBER	79
PROPERTY LINE	---
RIGHT-OF-WAY	R/W
CENTERLINE	C
FLOWLINE	---
SLOPE	---

VICINITY MAP



INDEX MAP



GENERAL NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF ITS CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENT.
- ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING; SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY.
- ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT, PERMIT SECTION, FOR ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE, AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT, ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMIT MAY BE REQUIRED.
- THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
- ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOIL ARE ENCOUNTERED.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461
- ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
- AS DETERMINED BY THE PUBLIC WORKS DIRECTOR, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.
- CONSTRUCTION PROJECTS DISTURBING ONE ACRE, OR MORE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
- EXISTING STORM DRAIN PIPES/CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND /OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT.
- ALL STORM DRAIN, CATCH BASINS AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND GRIT, OIL AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE OR RIVERSIDE COUNTY PERMITTEES.
- DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
- CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
- PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
- INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 460 AND 499. INSTALL EUCALYPTUS POLYANTHEMOS (SILVER DOLLAR), GRAPE MYRTLE, LIQUID AMBER OR APPROVED EQUAL, SEE PROJECT PLANS.
- STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
- THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

SIGNATURE: *[Signature]* DATE: 05/09/2022
 LICENSE NO: C76633 EXP: 12-31-2022

CONSTRUCTION NOTES	QTY. ESTIMATES	
	UNIT	QTY.
10 PROTECT IN PLACE	---	---
11 REMOVE AS NOTED	---	---
12 INSTALL 48" RCP OR CIPP (D-LOAD PER PROFILE)	LF	131
13 CONSTRUCT 12'(W) X4' (H) RC SINGLE BOX CULVERT PER CALTRANS STD PLAN NO D80	CY	94
14 CONSTRUCT MANHOLE NO. 2 PER RIVERSIDE COUNTY STD DWG NO. MH252	EA	1
15 CONSTRUCT JUNCTION STRUCTURE NO. 2 PER RIVERSIDE COUNTY STD DWG NO. JS227	EA	1
16 CONSTRUCT RC HEADWALL PER DETAILS ON SHEET 4	EA	1
17 CONSTRUCT 4 TON LOOSE ROCK RIPRAP PER DETAIL ON SHEET 4	CY	59
18 CONSTRUCT ENERGY DISSIPATOR - IMPACT BASIN PER SPPWC STD PLAN NO. 384-3	EA	1
19 CONSTRUCT 1/4 TON LOOSE ROCK RIPRAP PER DETAIL ON SHEET 4	CY	166
20 CONSTRUCT CONCRETE BULKHEAD PER RIVERSIDE COUNTY STD DWG NO. M816	EA	2
21 CONSTRUCT BOX CULVERT WINGWALL PER CALTRANS STD PLAN D86A	EA	3
22 CONSTRUCT WEIR INLET STRUCTURE PER DETAILS ON SHEET 4	CY	22
23 CONSTRUCT TRAPEZOIDAL CHANNEL PER DETAILS ON SHEET 5	CY	28
24 INSTALL 18" RCP OR CIPP (D-LOAD PER PROFILE)	LF	8
25 INSTALL 24" RCP OR CIPP (D-LOAD PER PROFILE)	LF	4

INDEX OF SHEETS	
SHEET	DESCRIPTION
1	TITLE SHEET
2	PLAN AND PROFILE
3	LINE A, LINE B, LAT A-1
4	DETAILS
5	DETAILS

WDID # 833C392309

NOTIFICATIONS

NOTE: THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITIES OR AGENCIES A MINIMUM OF TWO WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION.

CITY OF BEAUMONT:	(951)769-8520
GENERAL TELEPHONE:	(800)227-2600
SOUTHERN CALIFORNIA GAS COMPANY:	(800)227-2600
BEAUMONT-CHERRY VALLEY WATER DISTRICT:	(951)845-9581
SOUTHERN CALIFORNIA EDISON COMPANY:	(909)928-8270
UNDERGROUND SERVICE ALERT:	(800)227-2600

NOTE:
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BASIS OF BEARINGS:
 DESCRIPTION:
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 CRFP N2322764.069 E6304246.059
 CTMS N2352688.681 E6525221.205
 MATH N2347786.009 E6271429.242
 PIN1 N2392853.393 E6271429.242

CONSTRUCTION contractor agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and construction contractor further agrees to defend, indemnify and hold design professional harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of design professional.

UNAUTHORIZED CHANGES & USES:
 THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING & MUST BE APPROVED BY THE PREPARER OF THESE PLANS.



BENCHMARK: CITY OF BEAUMONT
 DESCRIPTION:
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 BM_11 2602.810
 BM_12 2606.040
 BM_14 2590.840

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

Michael Baker INTERNATIONAL
 75410 Gerald Ford Dr. Ste:100
 Palm Desert, CA 92211
 Phone: (760) 345-7481
 MBAKERINTL.COM

[Signature] 05/09/2022
 MUJAHID MUHAMMAD CHANDOO
 R.C.E. 76633 * EXP. 12/31/2022

DESIGN BY: MMC
 DRAWN BY: EC
 CHECKED BY: MMC
 SCALE: AS NOTED
 DATE: APRIL 2022
 JOB NUMBER: 180215



Reviewed By: _____ Date: _____
 Staff Engineer

Recommended for Approval By: _____ Date: _____
 Administrative Engineer

Approved By: *[Signature]* Date: 05/10/2022
 City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

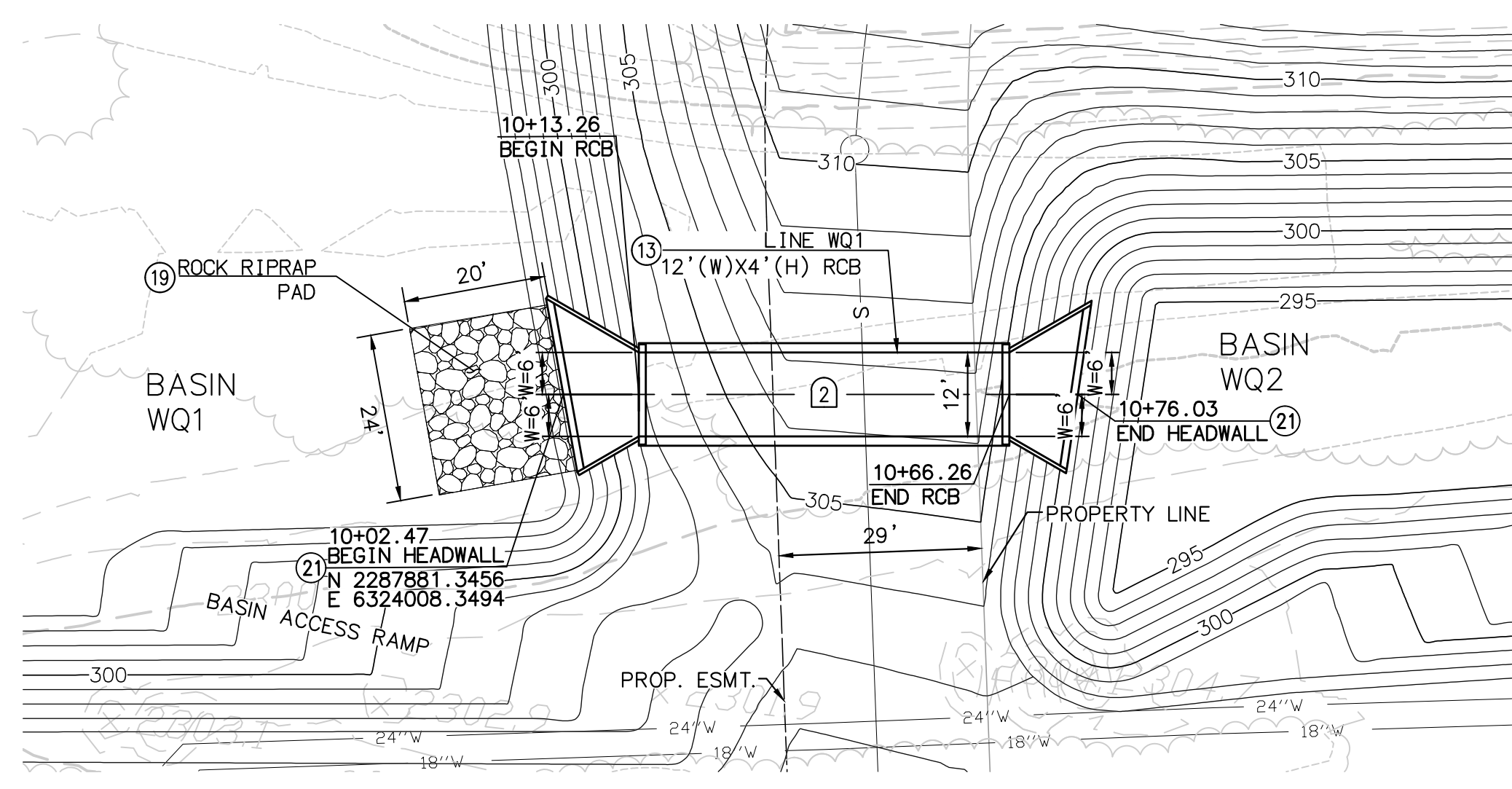
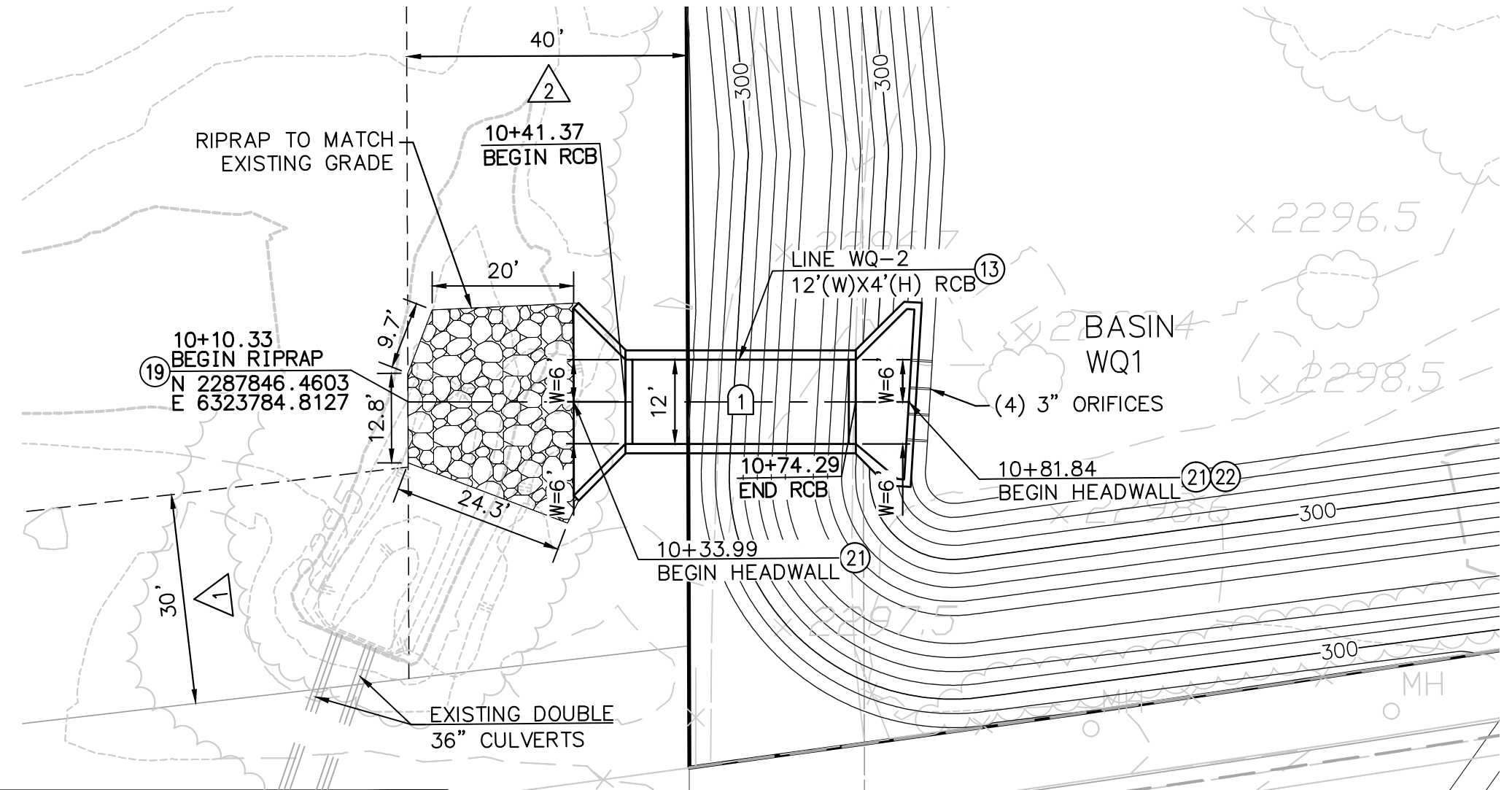
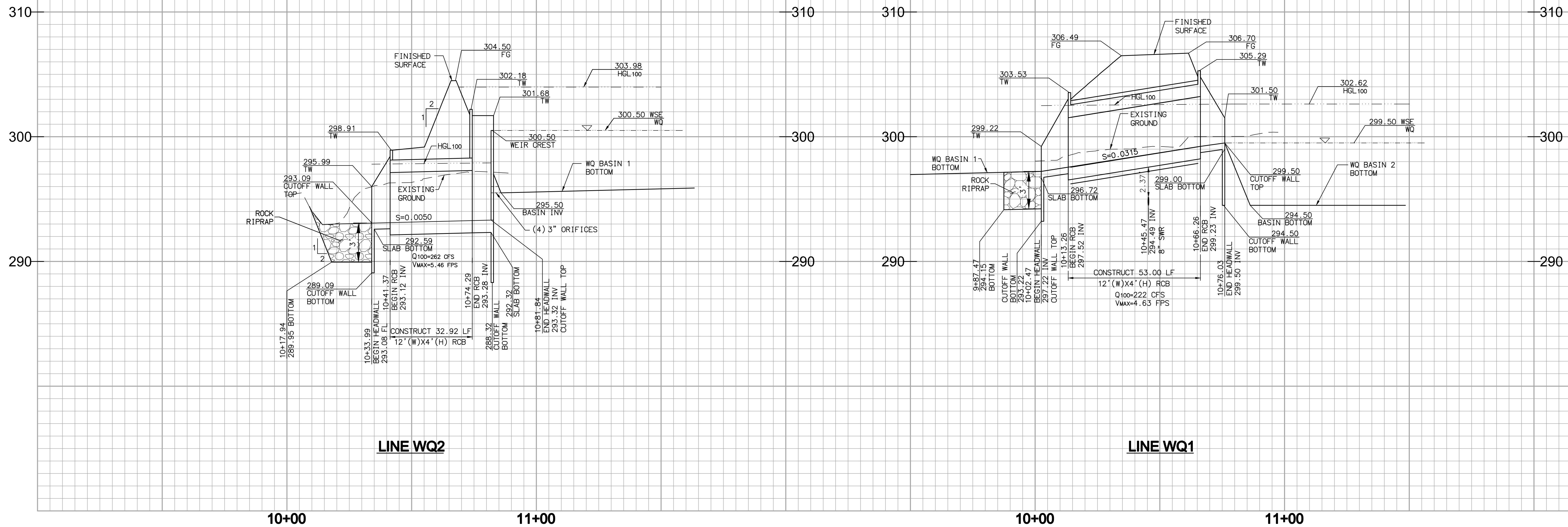
CITY OF BEAUMONT, CALIFORNIA
 BASIN OUTLET STRUCTURES
 TRACT 36307
TITLE SHEET

WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.

FOR: **TRI POINTE HOMES**

SHEET
 1
 OF 5 SHEETS
 FILE NO: 2029A

REVISED: 05/04/2022
 H:\PDATA\TOURNAMENT_HILLS_WILSON\CADD\STRAWATER\DLV\142167-SB-001.DWG ZEPEDA, JACOB 5/14/2022 7:49 AM



- CONSTRUCTION NOTES**
- 13) CONSTRUCT 12' (W) X 4' (H) RC SINGLE BOX CULVERT PER CALTRANS STD PLAN NO D80
 - 19) CONSTRUCT 1/4 TON LOOSE ROCK RIPRAP PER DETAIL ON SHEET 3
 - 21) CONSTRUCT BOX CULVERT WINGWALL PER CALTRANS STD PLAN DB6A
 - 22) CONSTRUCT WEIR INLET STRUCTURE PER DETAILS ON SHEET 4
- EASEMENT NOTES**
- 1) INDICATES A 30 FT. WIDE EASEMENT FOR ACCESS, GRADING, SLOPE STABILIZATION, LANDSCAPE AND LIKE IMPROVEMENTS, RESERVED IN DOC. RECORDED 12/28/2000 AS DOC. NO. 2000-516795, O.R.
 - 2) INDICATES A 40 FT. WIDE EASEMENT FOR ACCESS, INSTALLATION, REPAIR AND REPLACEMENT OF UTILITIES AND MAINTENANCE THEREOF, RESERVED IN DOC. RECORDED 12/28/2000 AS DOC. NO. 2000-516795, O.R.

NOTE:
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THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

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MBAKERINTL.COM

MUJAHID MOHAMMED CHANDOO
R.C.E. 76633 * EXP. 12/31/2022



DESIGN BY: MMC
DRAWN BY: EC
CHECKED BY: MMC
SCALE: AS NOTED
DATE: APRIL 2022
JOB NUMBER: 180215

CITY OF BEAUMONT
CALIFORNIA
NOV. 18, 1912

Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: _____
Administrative Engineer

Approved By: *[Signature]* Date: 05/10/2022
City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

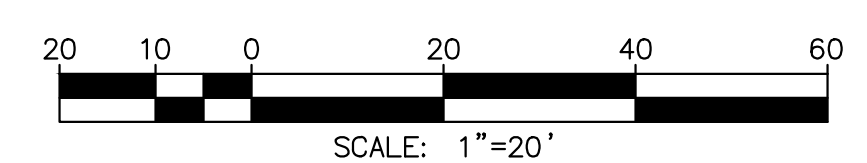
CITY OF BEAUMONT, CALIFORNIA
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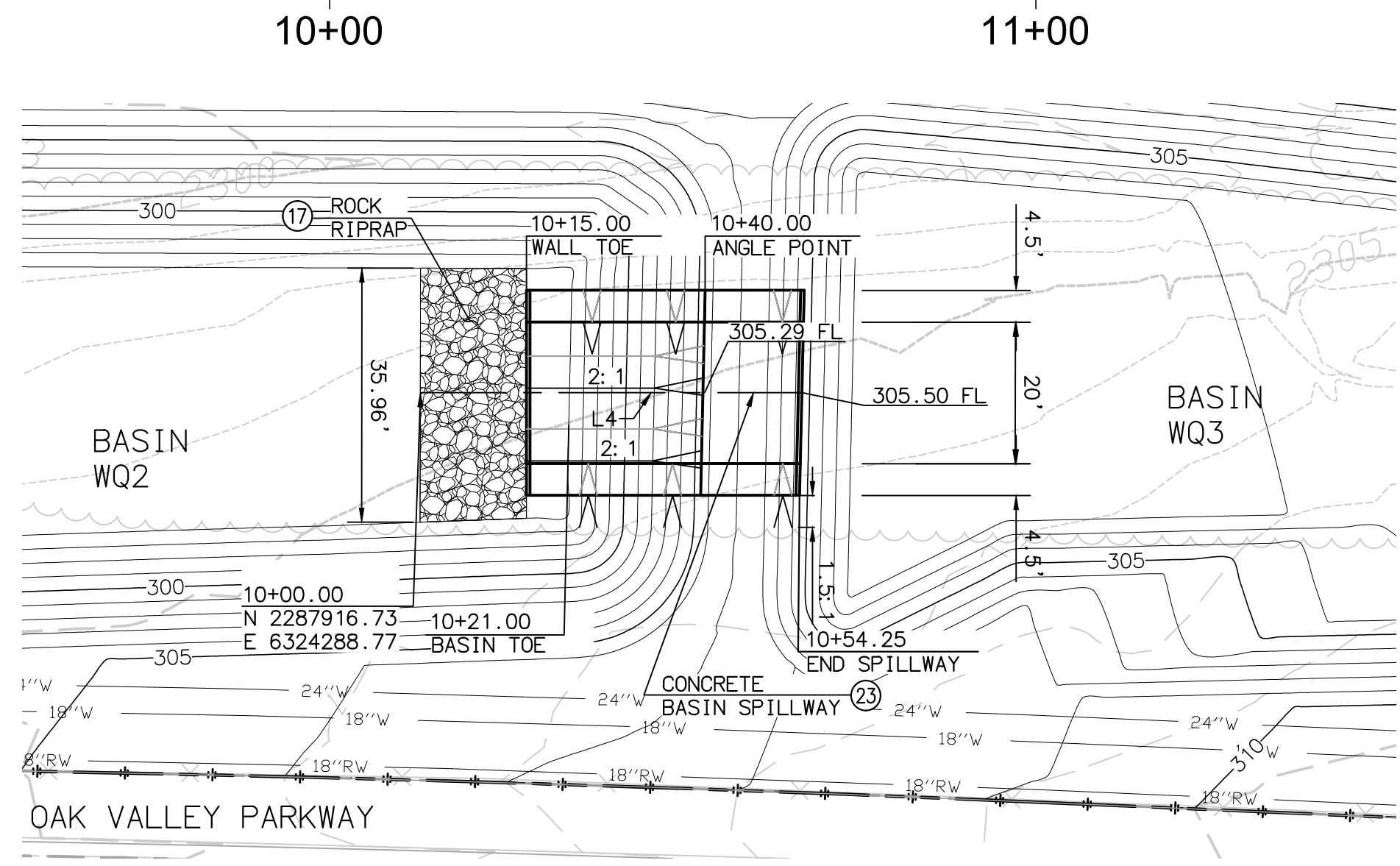
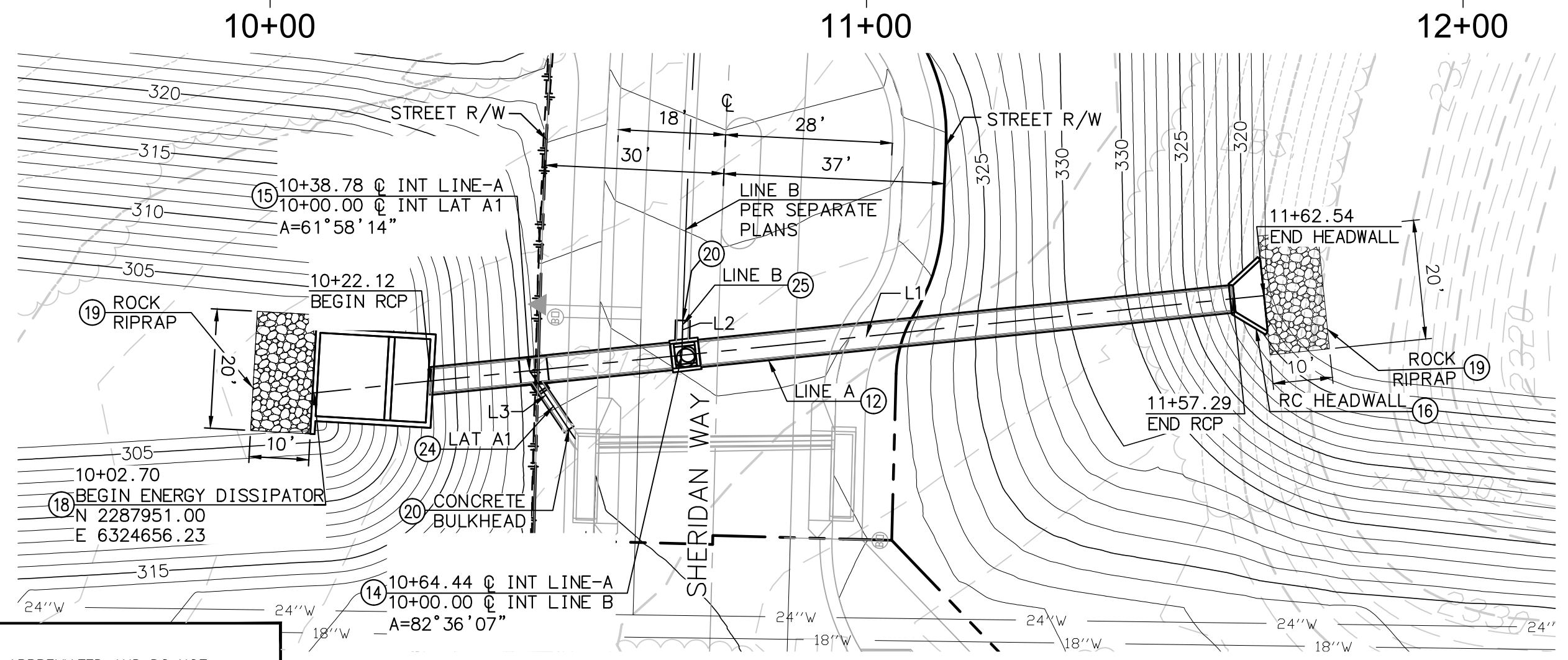
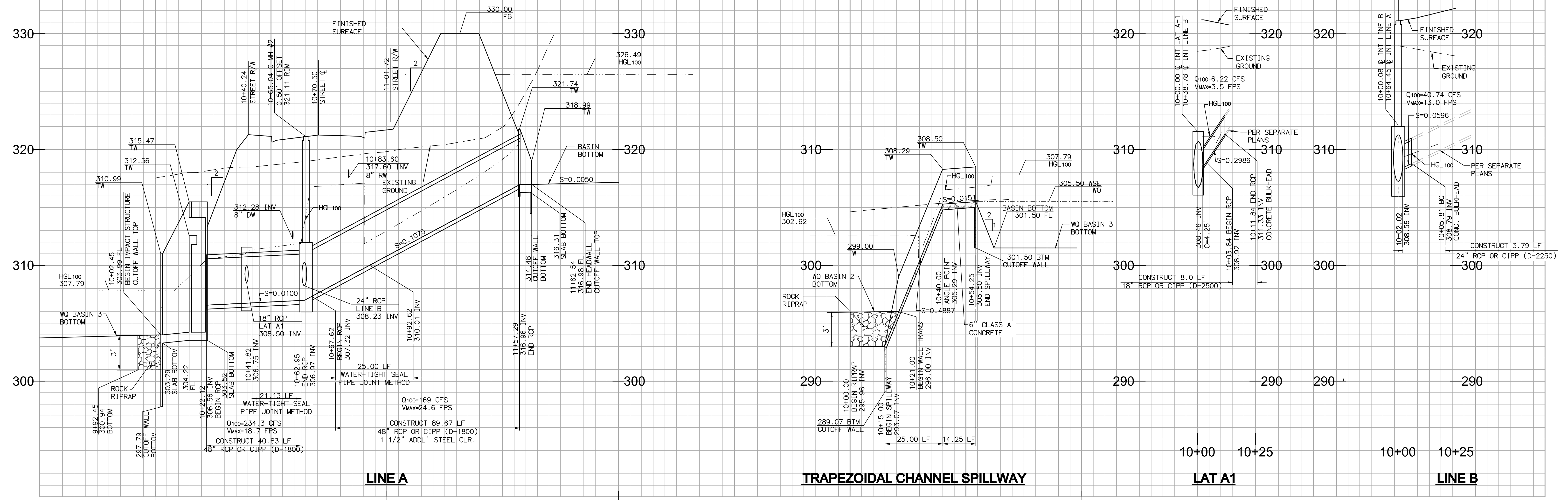
LINE WQ-1 AND WQ-2

WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.

FOR: **TRI POINTE HOMES**

SHEET
2
OF 5 SHEETS
FILE NO: 2029A





- CONSTRUCTION NOTES**
- ⑫ INSTALL 48" RCP OR CIPP (D-LOAD PER PROFILE)
 - ⑭ CONSTRUCT MANHOLE NO. 2 PER RIVERSIDE COUNTY STD DWG NO. MH252
 - ⑮ CONSTRUCT JUNCTION STRUCTURE NO. 2 PER RIVERSIDE COUNTY STD DWG NO. JS227
 - ⑯ CONSTRUCT RC HEADWALL PER DETAILS ON SHEET 4
 - ⑰ CONSTRUCT 4 TON LOOSE ROCK RIPRAP PER DETAIL ON SHEET 4
 - ⑱ CONSTRUCT ENERGY DISSIPATOR - IMPACT BASIN PER SPPWC STD PLAN NO. 384-3
 - ⑲ CONSTRUCT 1/4 TON LOOSE ROCK RIPRAP PER DETAIL ON SHEET 4
 - ⑳ CONSTRUCT CONCRETE BULKHEAD PER RIVERSIDE COUNTY STD DWG NO. M816
 - ㉑ CONSTRUCT TRAPEZOIDAL CHANNEL PER DETAILS ON SHEET 5
 - ㉒ INSTALL 18" RCP OR CIPP (D-LOAD PER PROFILE)
 - ㉓ INSTALL 24" RCP OR CIPP (D-LOAD PER PROFILE)

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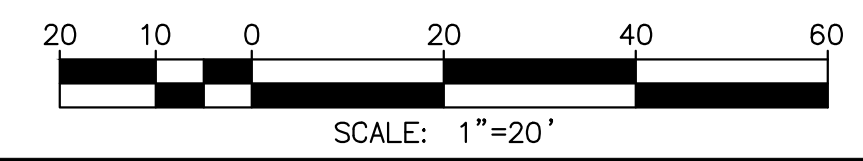
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CRP N2322764.069 E6304246.059
 CTMS N2352688.081 E6525221.205
 MATH N2347786.009 E6271429.242
 PIN1 N2392853.393 E6271429.242

LINE A

LINE/CURVE DATA TABLE				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
L1	N77°12'39"E	---	159.84'	---
L2	N5°23'28"W	---	5.81'	---
L3	S40°49'07"E	---	11.84'	---
L4	N81°22'19"E	---	54.25'	---



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BM_11 2602.810
 BM_12 2606.040
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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

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 Phone: (760) 346-7481
 MBACKERINTL.COM

MUJAHID MOHAMMED CHANDOO
 R.C.E. 76633 * EXP. 12/31/2022

05/09/2022 DATE



DESIGN BY: MMC
 DRAWN BY: EG
 CHECKED BY: MMC
 SCALE: AS NOTED
 DATE: APRIL 2022
 JOB NUMBER: 180215



Reviewed By: _____ Date: _____
 Staff Engineer

Recommended for Approval By: _____ Date: _____
 Administrative Engineer

Approved By: *[Signature]* Date: 05/10/2022
 City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
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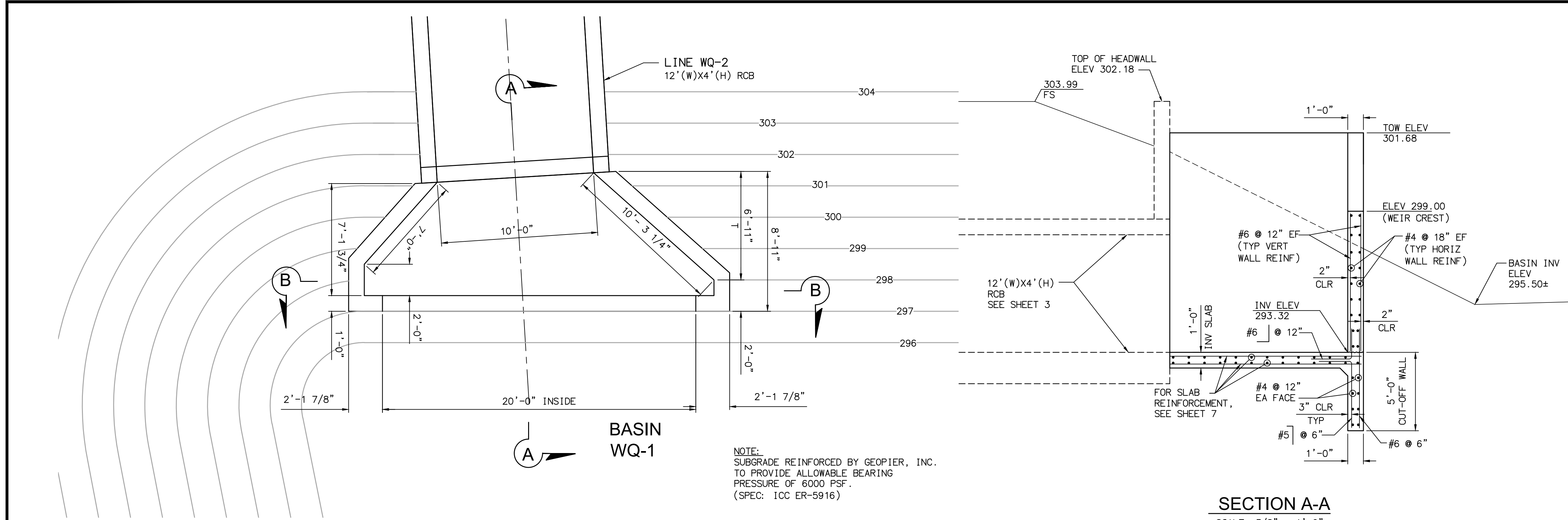
LINE A, LINE B, LAT A-1

WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.

TRI POINTE HOMES

SHEET 3

OF 5 SHEETS
 FILE NO: 2029A



PLAN
SCALE: 1/4" = 1'-0"

SECTION A-A
SCALE: 3/8" = 1'-0"

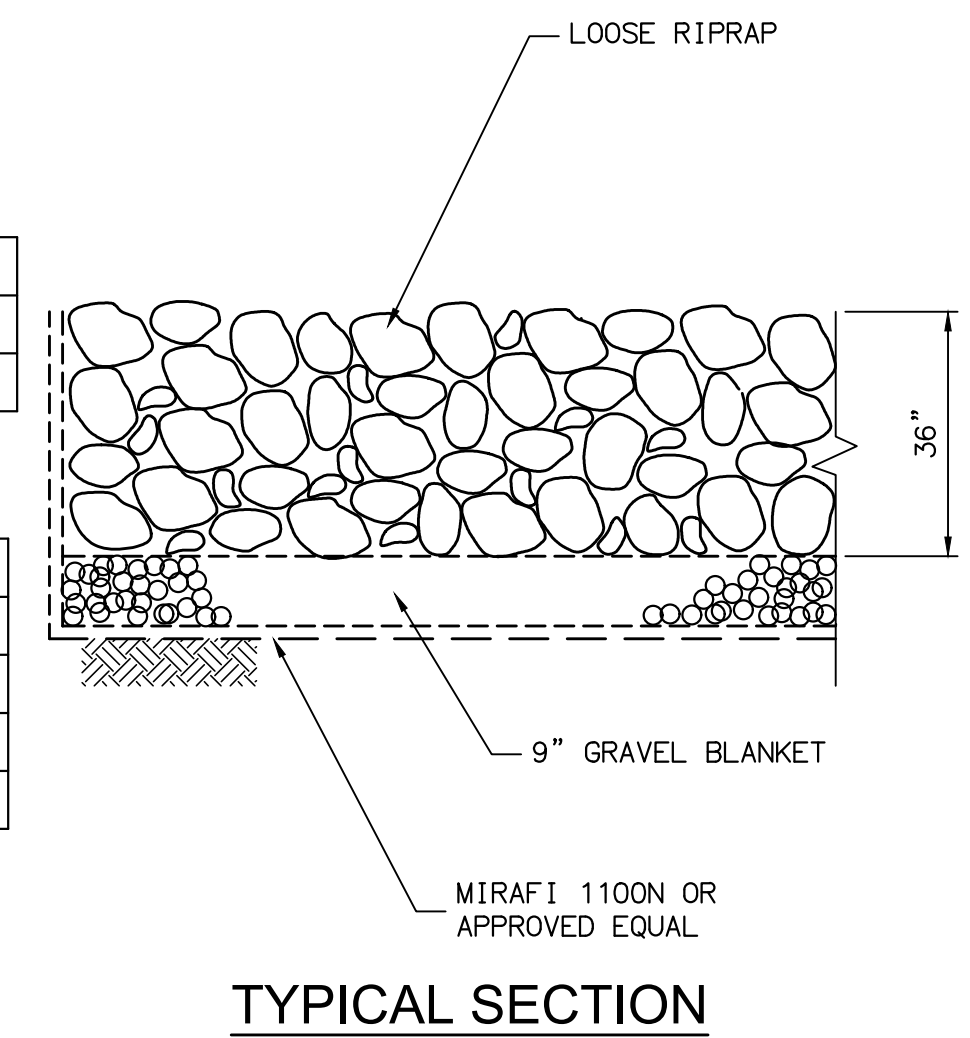
NOTE:
SUBGRADE REINFORCED BY GEOPIER, INC.
TO PROVIDE ALLOWABLE BEARING
PRESSURE OF 6000 PSF.
(SPEC: ICC ER-5916)

4 TON ROCK GRADATION TABLE

WEIGHT	PERCENT LARGER THAN
8000 LBS	50 - 100
4000 LBS	0 - 5

1/4 TON ROCK GRADATION TABLE

WEIGHT	PERCENT LARGER THAN
1800 LBS	0
700 LBS	0 - 5
500 LBS	50 - 100
200 LBS	85 - 100

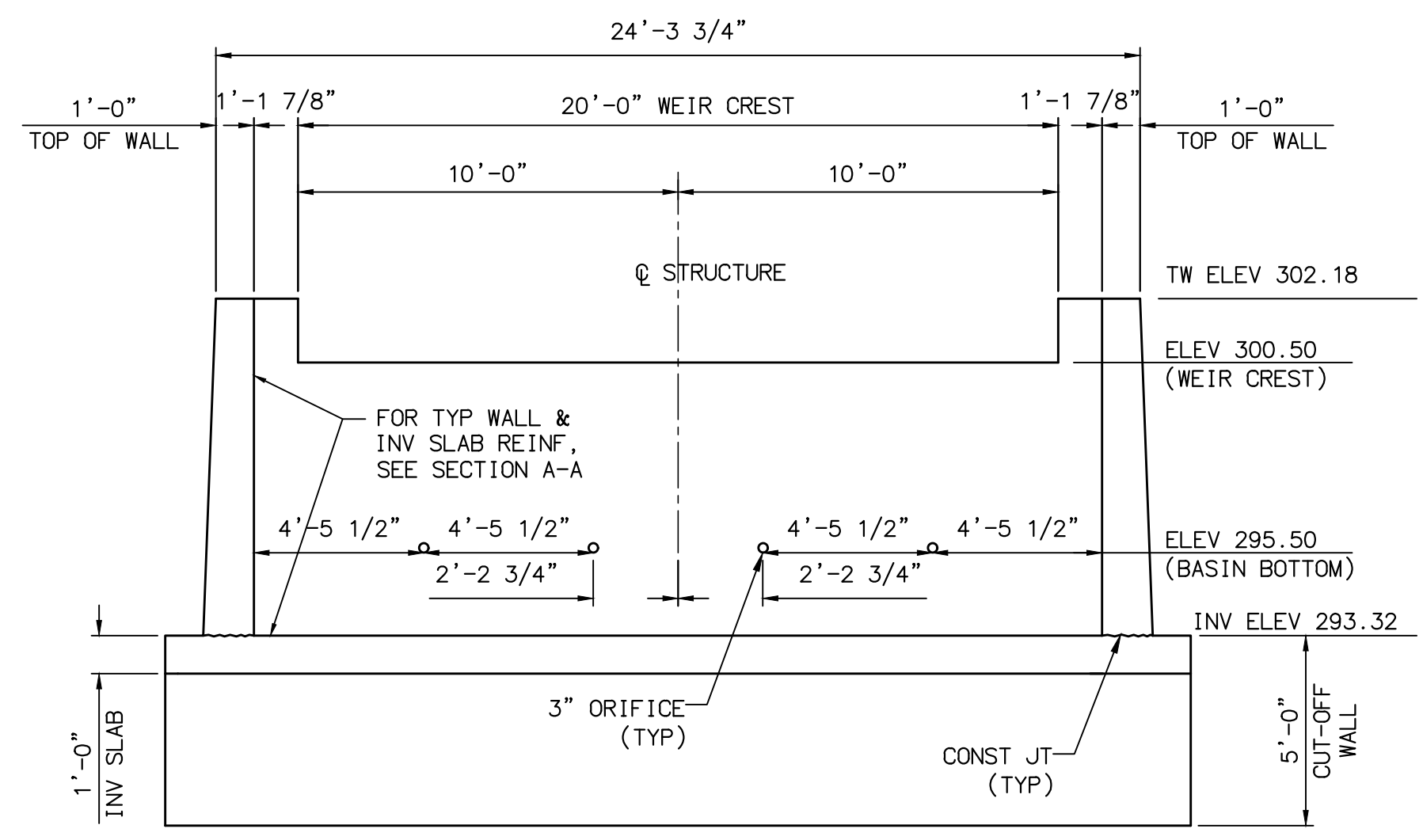


TYPICAL SECTION

17 19 LOOSE RIPRAP DETAILS
NOT TO SCALE

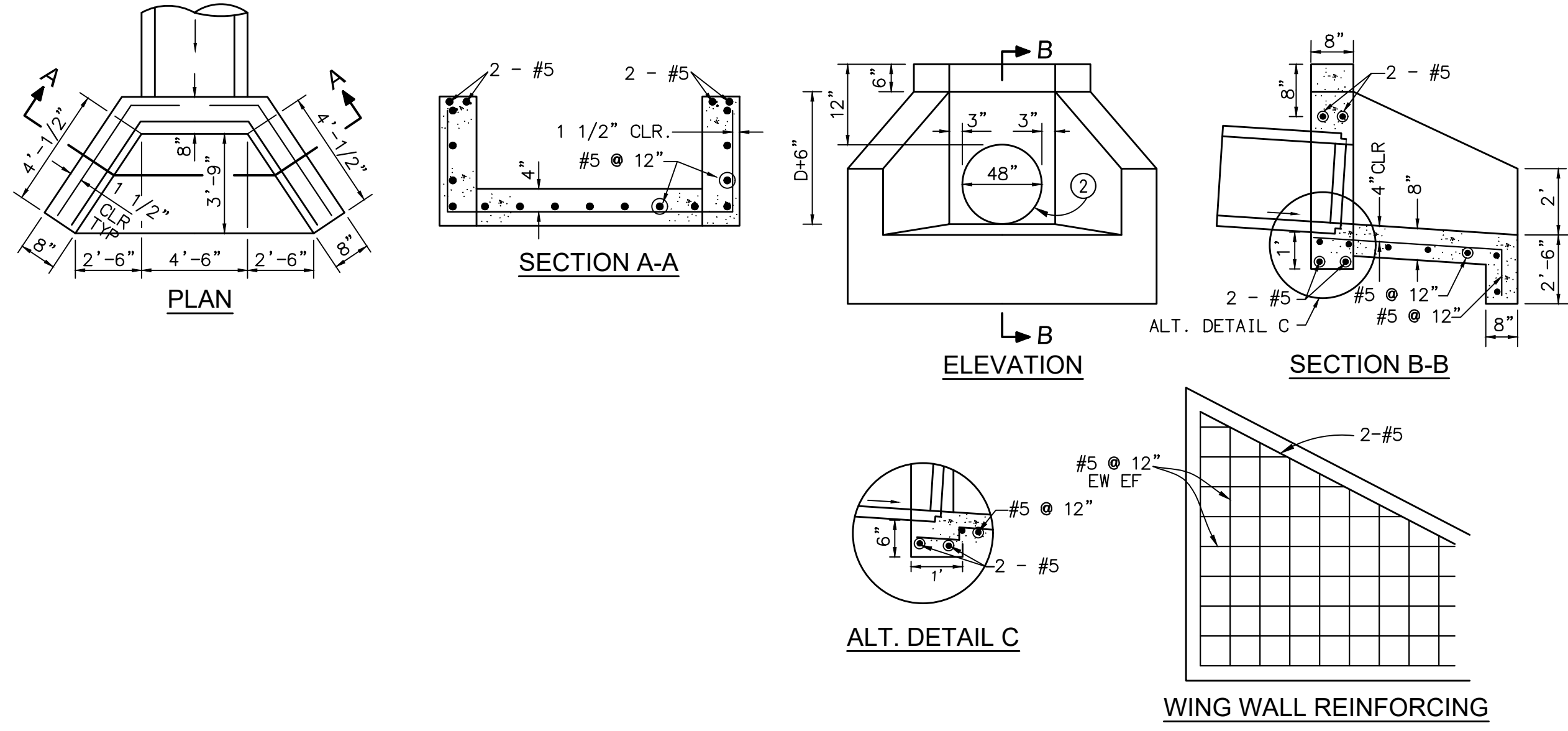
STRUCTURAL NOTES FOR WALLS

- DIMENSIONS FROM FACE OF CONCRETE TO STEEL SHALL BE 2 1/4 INCHES CLEAR UNLESS OTHERWISE SHOWN.
- CONCRETE DIMENSIONS SHALL BE MEASURED HORIZONTALLY OR VERTICALLY ON THE PROFILE, AND PARALLEL TO OR AT RIGHT ANGLES (OR RADIALLY) TO CENTERLINE OF CONDUIT ON THE PLAN EXCEPT AS OTHERWISE SHOWN.
- JOINT FINISH FOR CHANNEL FACE SHALL BE CHAMFERED 3/4 INCHES ON WALLS AND ROUNDED WITH EDGER TOOL ON INVERT.
- EXPOSED EDGES OF CONCRETE MEMBERS SHALL BE ROUNDED OR BEVELED.
- NO SPLICES IN TRANSVERSE STEEL REINFORCEMENT WILL BE PERMITTED OTHER THAN THOSE SHOWN ON THE DRAWING WITHOUT APPROVAL OF ENGINEER. NO MORE THAN TWO SPLICES WILL BE PERMITTED IN ANY LONGITUDINAL BAR BETWEEN TRANSVERSE JOINTS. SPLICES SHALL BE STAGGERED.
- ALL LAP SPLICES SHALL CONFORM TO ACI CODE 318-99.
- UNLESS OTHERWISE SHOWN ON THE DRAWINGS, IN CURVE SECTIONS, THE MAXIMUM SPACING OF BARS SHALL NOT EXCEED THAT SHOWN ON THE TYPICAL SECTIONS. STEEL SHALL BE PLACED RADIALLY FROM THE MAX. SPACING.
- ELEVATION OF WEEPHOLE ABOVE INVERT SHALL BE UNIFORM THROUGH ENTIRE REACH OF PROJECT.



SECTION B-B
SCALE: 1/4" = 1'-0"

22 WEIR INLET STRUCTURE
NOT TO SCALE



16 STORM DRAIN OUTLET WING-TYPE HEADWALL
FOR 48" PIPE
NOT TO SCALE

- NOTES:
- TOP OF HEADWALL, ON GRADE CULVERTS, SHALL BE PLACED PARALLEL TO PROFILE GRADE WHEN THE GRADES ARE 3% OR MORE.
 - CONCRETE SHALL BE 560-C-3250.
 - EXPOSED CORNERS SHALL BE CHAMFERED 3/4".
 - FOR PIPE WALL THICKNESS GREATER THAN 3" USE ALTERNATE DETAIL C.

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Muhammad
MUSAHID MOHAMMAD CHANDOO
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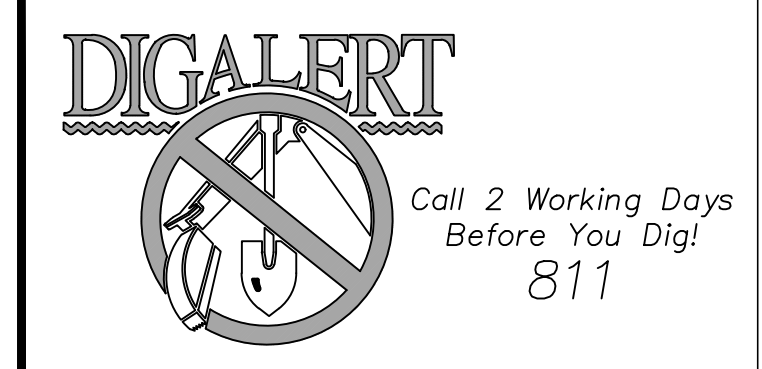
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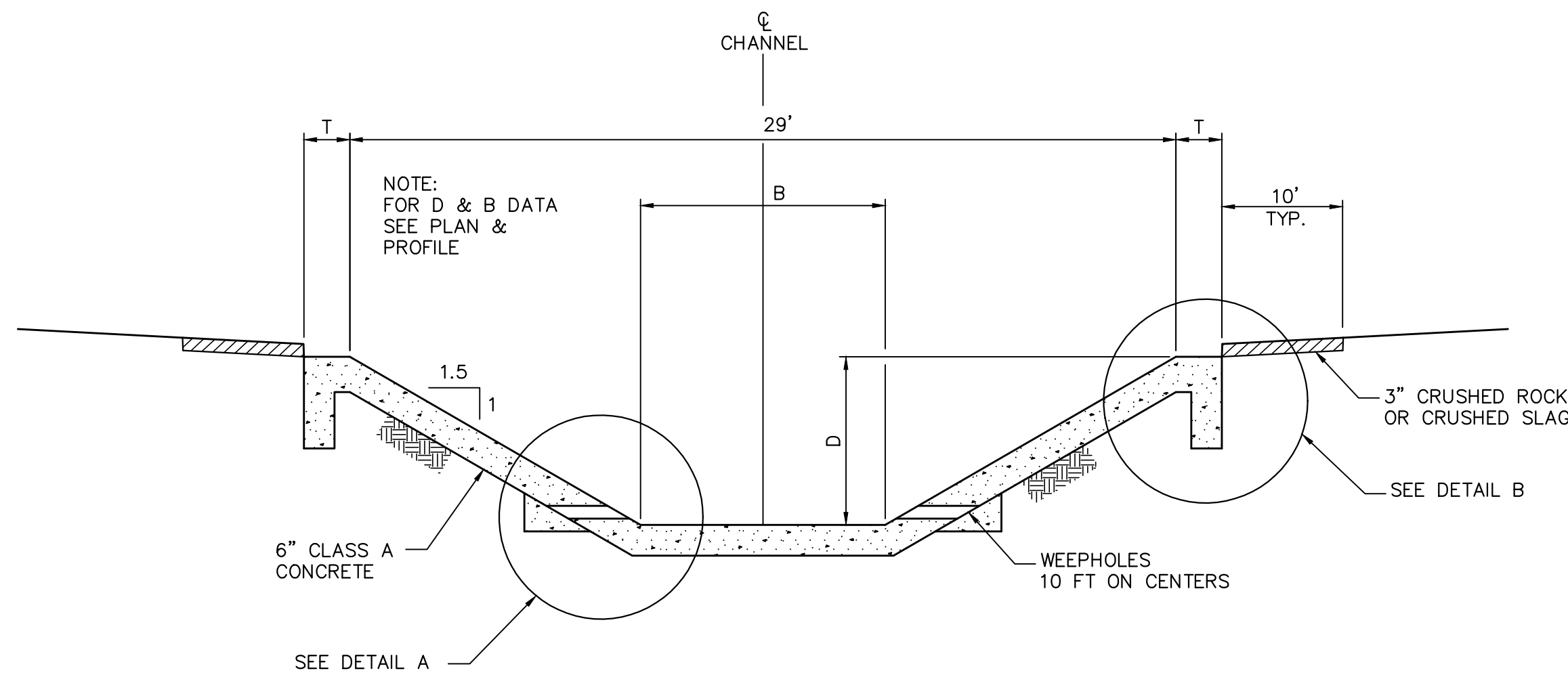
CITY OF BEAUMONT, CALIFORNIA
BASIN OUTLET STRUCTURES
TRACT 36307
DETAILS

WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.

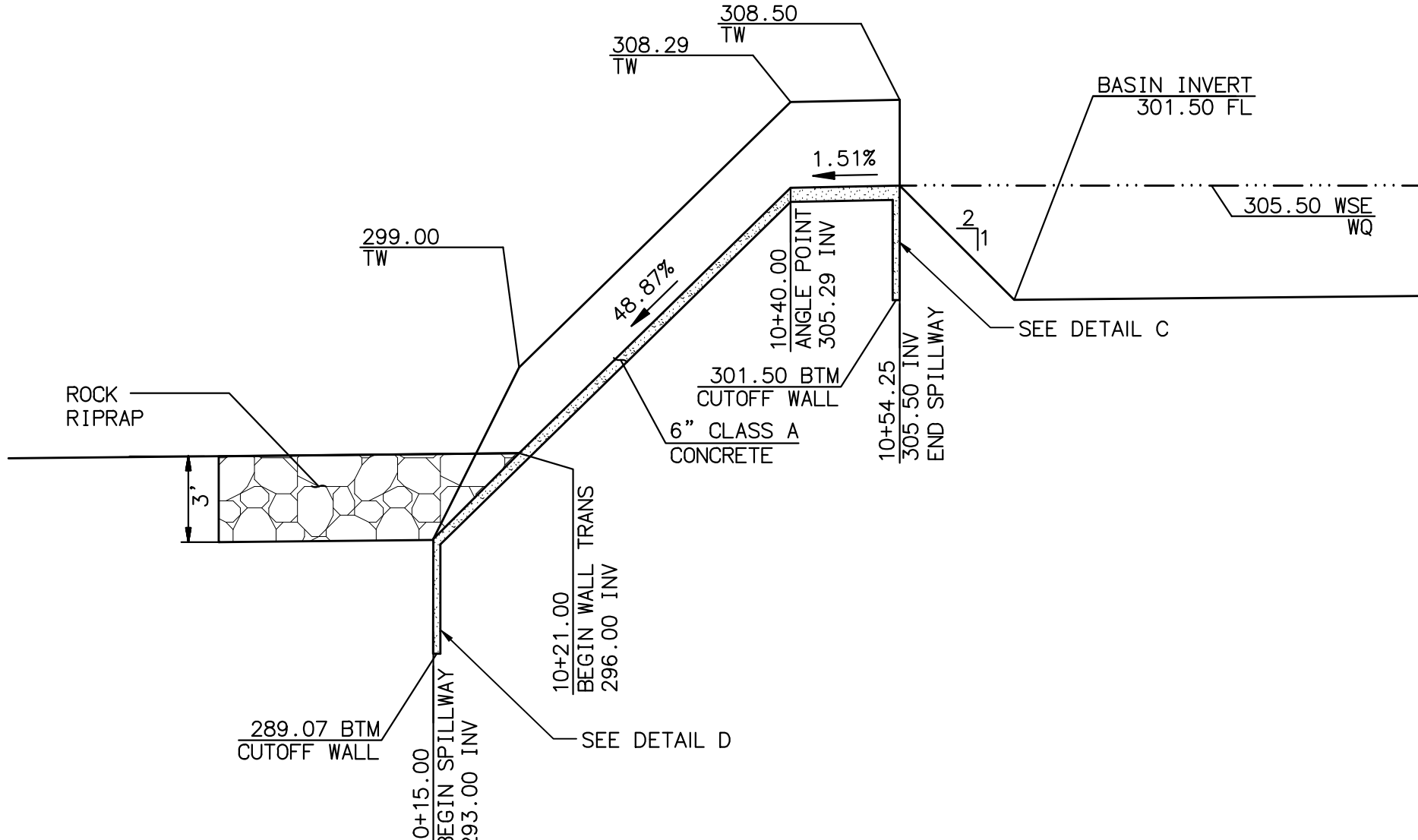
FOR: **TRI POINTE HOMES**

SHEET
4
OF 5 SHEETS
FILE NO: 2029A

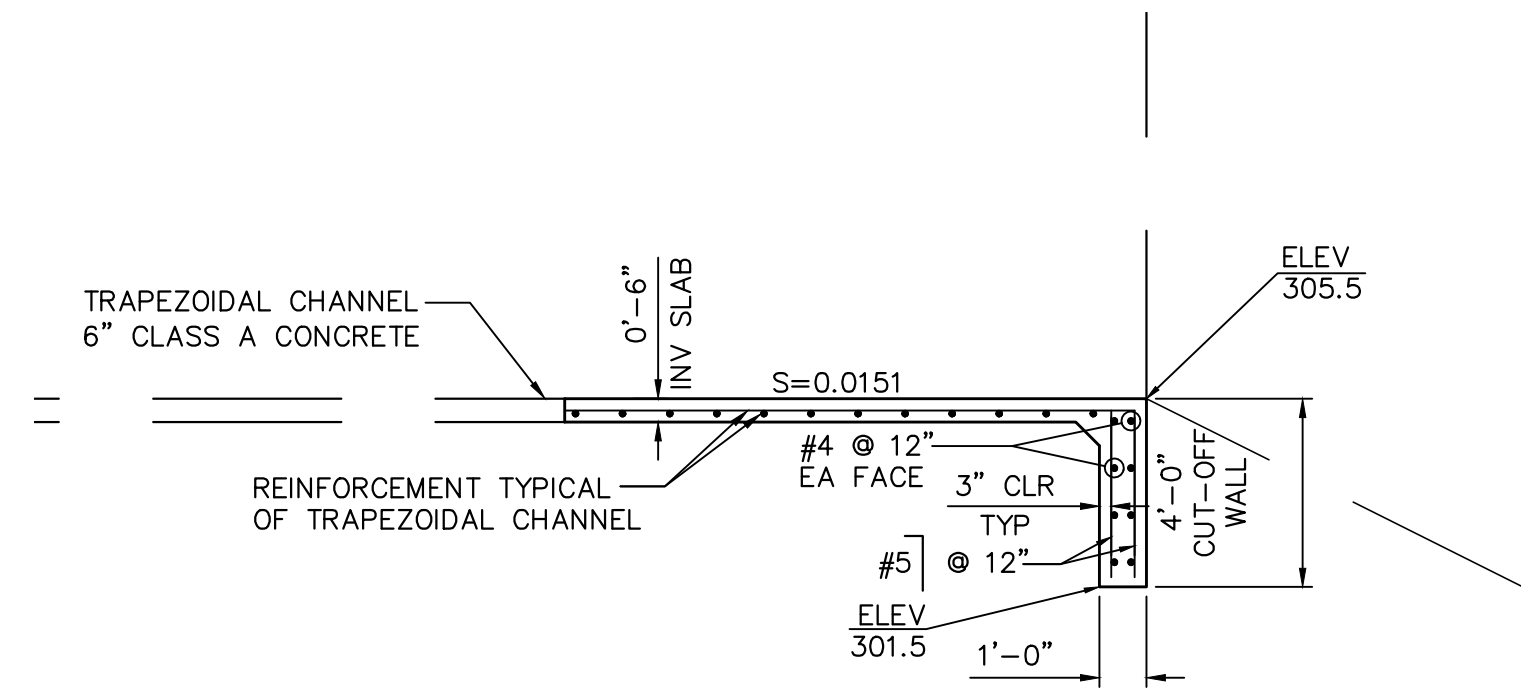




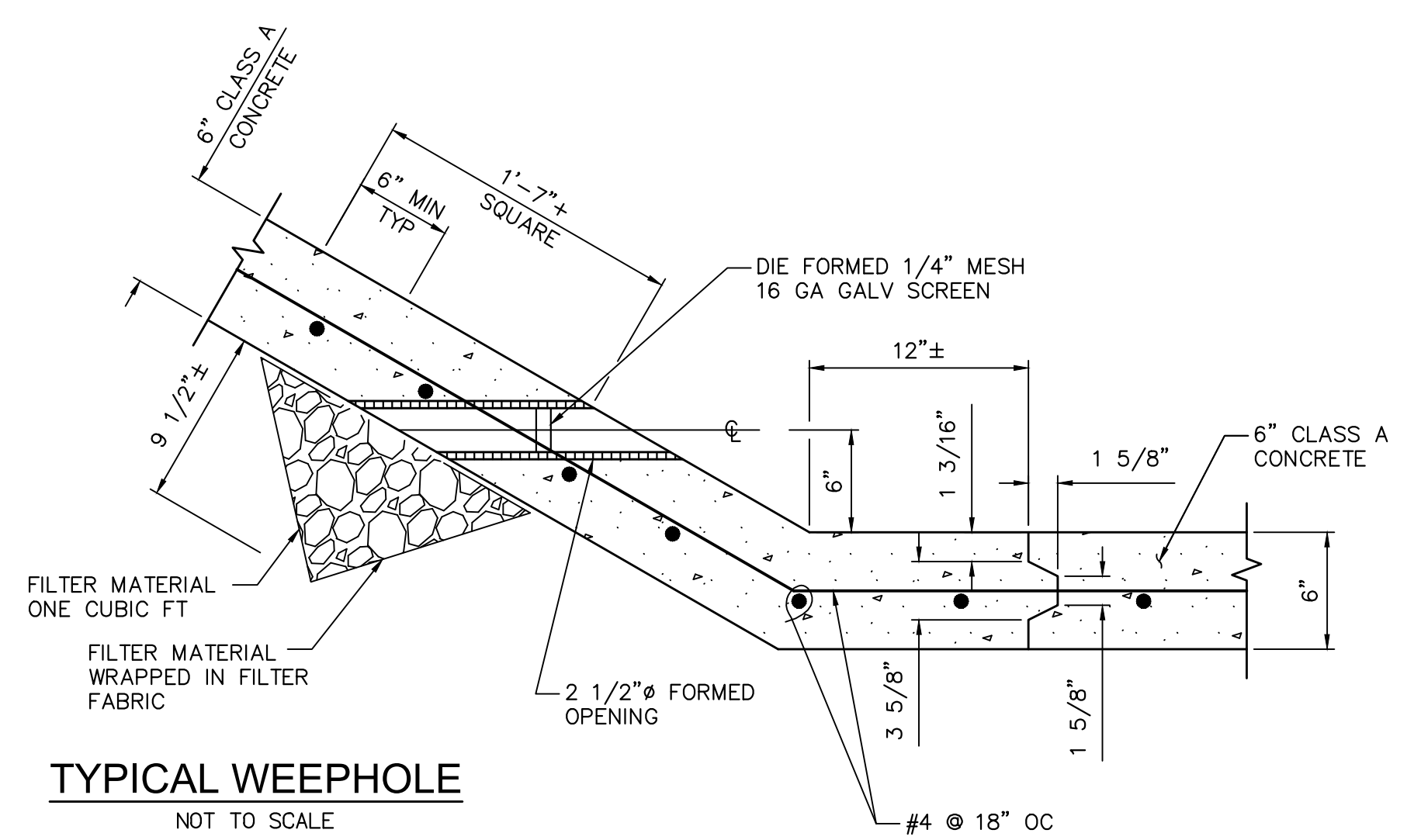
TYPICAL SECTION
NOT TO SCALE



PROFILE SECTION
NOT TO SCALE

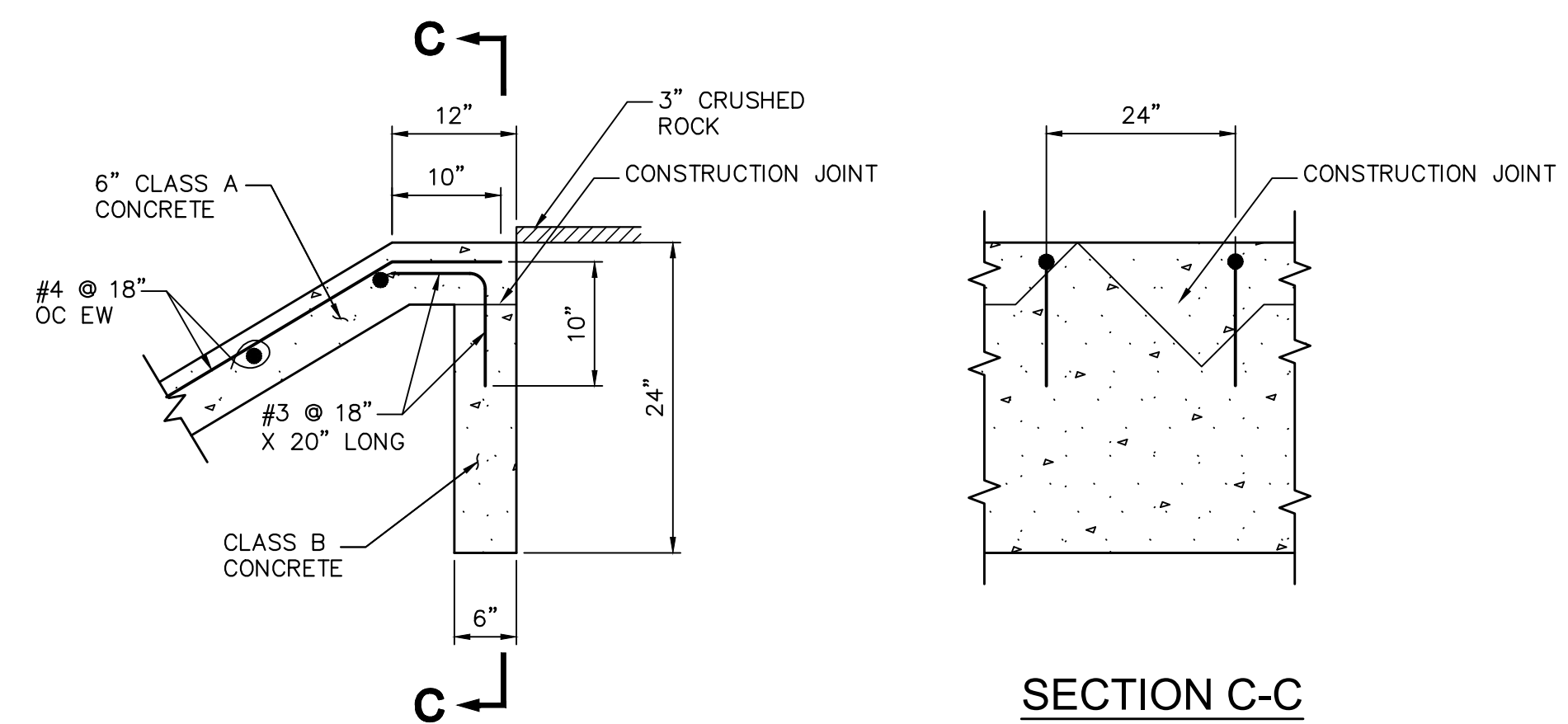


TRAPEZOIDAL CHANNEL CUTOFF WALL
DETAIL C
NOT TO SCALE



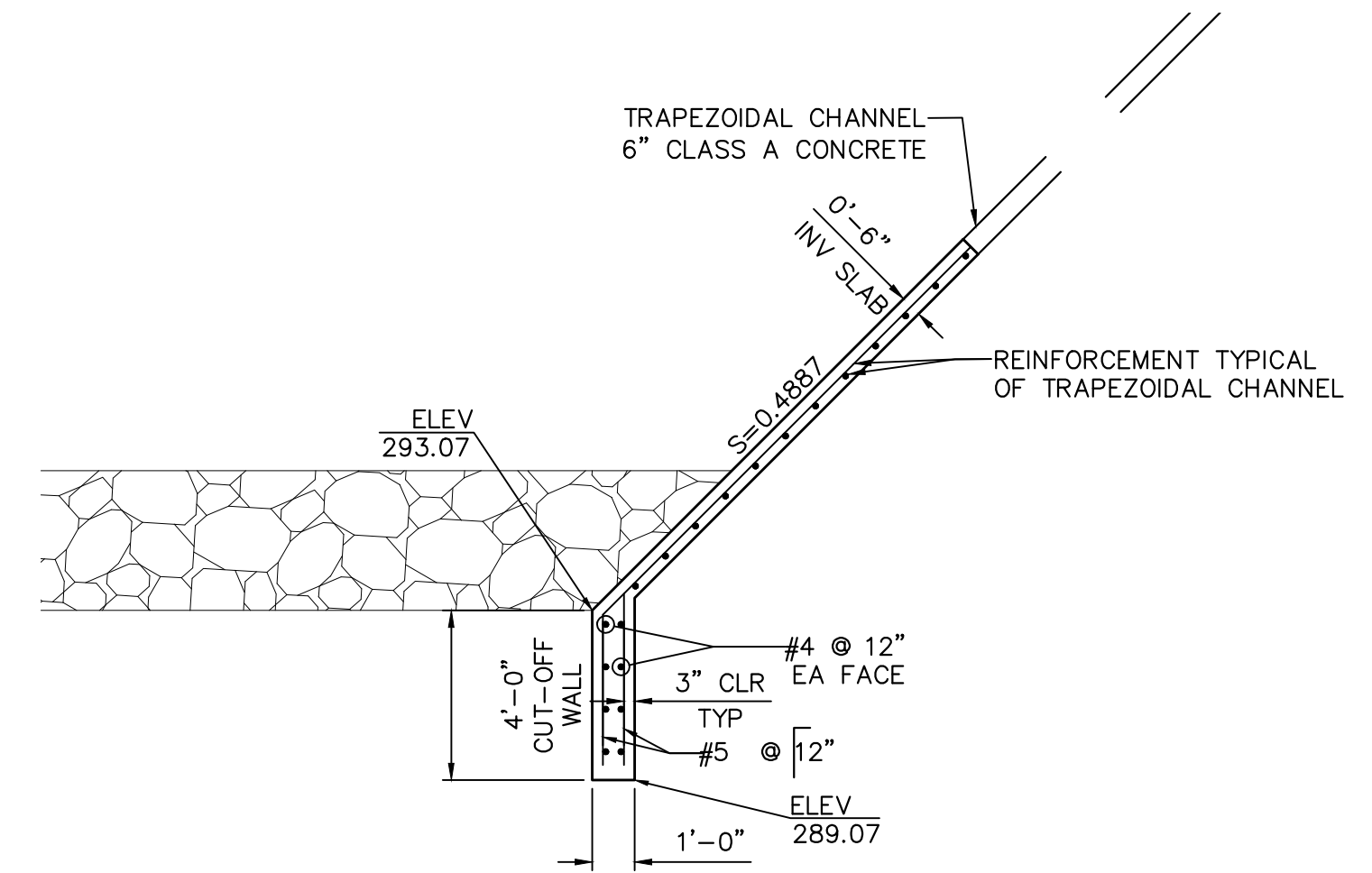
TYPICAL WEEPHOLE
NOT TO SCALE

TYPICAL LONGITUDINAL CONSTRUCTION JOINT
DETAIL A
NOT TO SCALE



SECTION C-C
NOT TO SCALE

2' CUT-OFF WALL
DETAIL B
NOT TO SCALE



TRAPEZOIDAL CHANNEL CUTOFF WALL
DETAIL D
NOT TO SCALE

23 TRAPEZOIDAL CHANNEL
(SPILLWAY)
NOT TO SCALE

NOTE:
ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

BASIS OF BEARINGS:
DESCRIPTION:
BEARINGS AND COORDINATES AS SHOWN HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (EPOCH 2004.00), ZONE 6; BASED LOCALLY UPON THE FOLLOWING CSRC STATIONS AS PUBLISHED BY THE CSRC:
CRFP N2322764.069 E6304246.059
CTMS N2352688.681 E6525221.205
MATH N2347786.009 E6271429.242
PINT N2392853.393 E6271429.242

BENCHMARK: CITY OF BEAUMONT
DESCRIPTION:
ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 BASED LOCALLY UPON THE FOLLOWING CITY OF BEAUMONT BENCH MARKS:
BM_11 2602.810
BM_12 2606.040
BM_14 2590.840



BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

Michael Baker INTERNATIONAL
75410 Gerald Ford Dr. Ste:100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

Chas
MUJAHID MOHAMMED CHANDOO
R.C.E. 76633 * Exp. 12/31/2022



DESIGN BY: MMC
DRAWN BY: EC
CHECKED BY: MMC
SCALE: AS NOTED
DATE: APRIL 2022
JOB NUMBER: 180215



Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: _____
Administrative Engineer

Approved By: *[Signature]* Date: 05/10/2022
City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
BASIN OUTLET STRUCTURES
TRACT 36307
TRAPEZOIDAL CHANNEL & OTHER DETAILS

WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.

FOR: TRI POINTE HOMES

SHEET
5
OF 5 SHEETS
FILE NO: 2029A

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	 SPACE ABOVE THIS LINE FOR RECORDER'S USE
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CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 36307

DATE OF AGREEMENT: <u>May 11, 2022</u>		
NAME OF SUBDIVIDER: <u>Tri Pointe Homes IE-SD, Inc., a California Corporation</u> . (hereinafter referred to as "Subdivider").		
NAME/NUMBER OF DEVELOPMENT: <u>36307</u> subdivision consisting of <u>124</u> residential lots, <u>13-SP-03</u> , originally approved on <u>July 15, 2014</u> , and Tentative Tract <u>36307</u> ("Tract" or "Tentative Tract Map"), originally approved on <u>July 15, 2014</u> .		
FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").		
PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").		
EST. TOTAL COST OF PUBLIC IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF PRIVATE IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF MONUMENTATION: \$ <u>81,600.00</u> (see Exhibit "B")
BOND NUMBERS: <u>30159461</u>		
LETTER OF CREDIT NUMBERS: _____		

FINANCIAL INSTITUTION: The Continental Insurance Company

THIS SUBDIVISION IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as “City”), and Tri Pointe Homes IE-SD, Inc., a California Corporation, (hereinafter referred to as “Subdivider”). City and Subdivider are sometimes referred to hereinafter individually as a “Party”, and collectively as the “Parties”.

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit “A” attached hereto and incorporated and made part of this Agreement by this reference (the “Property”).

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the “Plans”) for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works (“City Engineer”). The City has adopted standards (hereinafter “Standards”) for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit “B” and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) Eighty One Thousand Six Hundred and 00/100 DOLLARS (\$81,600.00) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) Eighty One Thousand Six Hundred and 00/100 DOLLARS (\$81,600.00) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS (\$ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars (\$X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities.

Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. **Subdivider Not Agent of City.** Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. **Injury to Improvement Work; Risk of Loss.** Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. **Other Agreements.** Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. **Subdivider's Obligation to Warn Public During Construction.** Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. **Vesting of Ownership.** Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. **Indemnity/Hold Harmless.**

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. Sale or Disposition of Subdivision; Assignment.

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

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

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

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

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

Notice to Subdivider:

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

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

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor or subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:
Tri Pointe Homes IE-SD, Inc.
a California Corporation

City:
CITY OF BEAUMONT
a Municipal Corporation

By: *Amita Jambwaria*
AMITA JAMBWARIA

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

John Pinkney, City Attorney

APPROVED AS TO CONTENT:

Jeff Hart, Dir. Of Engineering/Public Works

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)

On May 24, 2022 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

personally appeared Amita Jambusaria ,
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 Loretta Saginario Ballou (Seal)



Attachments: Exhibit A Legal description of Property
 Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

EXHIBIT "A" - LEGAL DESCRIPTION

**BEING A SUBDIVISION OF REMAINDER LOT
OF TRACT NO. 36307-1 ON FILE IN BOOK
_____, PAGES _____ THROUGH _____,
INCLUSIVE, OF MAPS IN THE OFFICE OF
THE COUNTY RECORDER OF RIVERSIDE
COUNTY, CALIFORNIA, LOCATED IN
SECTION 35, T. S., R. 1 W., S.B.M.;
TOGETHER WITH A PORTION OF
GOVERNMENT LOT 4 LOCATED IN
SECTION 6, T. 3 S., R. 1 W., S.B.M.**

EXHIBIT "B" - COST ESTIMATES

Michael Baker
INTERNATIONAL

May 10, 2022

JN 180216

City of Beaumont
Public Works Department
550 E 6th Street
Beaumont, CA 92223

Subject: Tournament Hills – Tract 36307
Monumentation Estimate

To whom it may concern:

The estimated cost for material and labor to install the survey monuments as shown on Tract Map 36307 is \$81,600.

Please contact me at 760-346-7481 should any questions arise regarding this cost estimate.

Sincerely,



Christopher Alberts, PLS 8508
Vice President



PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____
Tri Pointe Homes IE-SD, Inc. _____ (hereinafter designated as "Principal") have entered into
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, 36307,
dated May 11 _____, 20 22, whereby Principal agrees to install and complete certain designated Monumentation,
public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 36307 , Virtue at
which is hereby incorporated herein and made a part hereof; and Tournament Hills

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 Continental Insurance Company _____,
as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal
sum of Eighty-One Thousand Six Hundred and no/100 dollars (\$ 81,600.00 _____) 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 above bounded Principal, his or its heirs,
executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly
keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof
made as therein provided, on his or their part to be kept and performed at the time and in the manner therein
specified, and in all respects according to their true intent and meaning, and shall indemnify and save
harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become
null and void; otherwise it shall be and remain in full force and effect.

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on May 13, 2022.



(Seal)

The Continental Insurance Company

SURETY

By: Michelle Haase

Name: Michelle Haase

Title: Attorney-in-Fact

Address: 2 Park Plaza, Suite 400

Irvine, CA 92614

(Seal)

Tri Pointe Homes IE-SD, Inc.

PRINCIPAL

By: Amita Jambusaria

Name: AMITA JAMBUSARIA

Title: VP OF FINANCE

By: _____

Name: _____

Title: _____

Address: 1250 Corona Pointe Court Suite 600

Corona, Ca 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 MAY 13 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer)

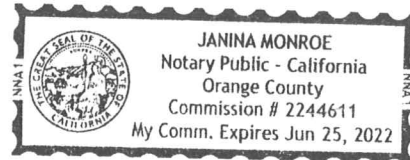
personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that 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.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.



The Continental Insurance Company

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 13TH day of MAY, 2022.



The Continental Insurance Company

D. Johnson

D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”



Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as “CNA Surety”).

The use of an electronic image of the corporate seal of any CNA Surety company (the “Digital Seal”) and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee’s representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original “wet” signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

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)

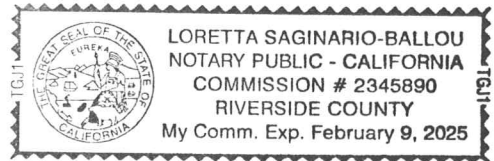
On May 24, 2022 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

personally appeared Amita Jambusaria ,
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 Loretta Saginario-Ballou (Seal)



PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Tri Pointe Homes IE-SD, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, 36307, dated May 11, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

Monumentation
Virtue at
Tournament
Hills

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of *** dollars (\$ ***), 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.

***Eighty-One Thousand Six Hundred and no/100 Dollars (\$81,600.00)

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on May 13, 2022.



(Seal)

The Continental Insurance Company

SURETY

By: Michelle Haase

Name: Michelle Haase

Title: Attorney-in-Fact

Address: 2 Park Plaza, Suite 400

Irvine, CA 92614

(Seal)

Tri Pointe Homes IE-SD, Inc.

PRINCIPAL

By: Amita Jambusaria

Name: AMITA JAMBUSARIA

Title: VP OF FINANCE

By: _____

Name: _____

Title: _____

Address: 1250 Corona Pointe Court Suite 600

Corona, Ca 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 }

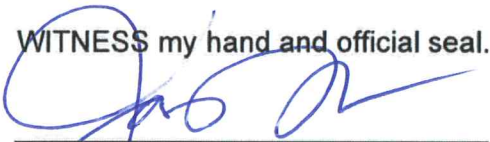
County of Orange }

On MAY 13 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer)

personally appeared Michelle Haase,
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.

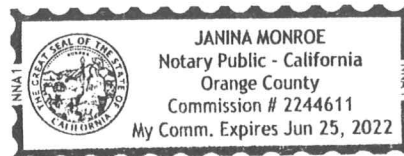
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.



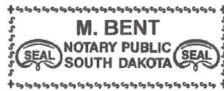
The Continental Insurance Company

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 13TH day of MAY, 2022.



The Continental Insurance Company

D. Johnson

D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”



Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as “CNA Surety”).

The use of an electronic image of the corporate seal of any CNA Surety company (the “Digital Seal”) and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee’s representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original “wet” signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

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)

On May 24, 2022 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

personally appeared Amita Jambusaria ,
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 Loretta Saginario Ballou (Seal)

