

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and B Street Partners LLC (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated on or about February 12, 2019, and identified as B Street Improvements, Tract #15-2602 is hereby referred to and made a part hereof; and:

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

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of Eleven Thousand One Hundred Ninety Eight and 70/100s dollars (\$ 11,198.70) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

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

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

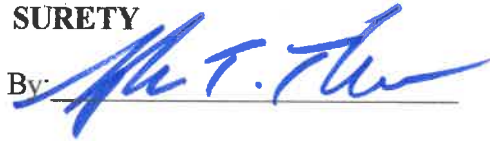
[signatures on following page]

SIGNED AND SEALED THIS 22nd DAY OF April 2022 ~~2020~~.

(Seal)

(Seal)

SURETY

By: 

Margareta T. Thorsen, Attorney-in-Fact

PRINCIPAL

By: 

Joseph A. Pennicone, Chairman

(Name)

The Ohio Casualty Insurance Company

(Name)

B Street Partners LLC

(Address)

790 The City Drive South, Suite 200

Orange, CA 92868

(Title)

(Address)

4000 Westerly Place, Suite 210

Newport Beach, CA 92660

By:

(Name)

(Title)

(Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Sacramento }

On 4/22/22 before me, Sandra R. Black, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Margareta T. Thorsen
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____



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

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

Certificate No: 8205067-024099

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Margaret T. Thorsen

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of April, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On April 27, 2022 before me, Cassandra Bailey - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Joseph Anthony Perricone -
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____



City of Beaumont
550 E. 6th Street
Beaumont, CA. 9223
(951) 769-8520

PUBLIC WORKS CONSTRUCTION INSPECTION REPORT

Project Name: <u>B STREET IMPROVEMENTS</u>	Project Number:
Project Location: <u>B STREET / ELM AVE</u>	Date: <u>4-7-20</u>
Contractor: <u>PERRICONE FARMS</u>	Time Arrived: <u>8:00 AM</u>
Encroachment Permit #: <u>PW 2020-0459</u>	Time Departed: <u>9:30 AM</u>
Days: Mon. <u>Tues</u> . Wends. Thurs. Fri. Sat. Sun.	Weather: <u>SUN, RAIN, CLOUDS</u> , Wind
Temperature: <u>46° F</u>	

Description of Work Done:

Inspection for bond excavation:

1) Inspected entire job, upon inspection: NOTICED between station -
54.93 - STA. 54.71 on curb radius large crack on entire curb and gutter.
RESTORATION per COUNTY STD TYPE A-6 CURB. (STD - 200).

2) @ STA - 54.13, chipped curb on dirt edge
RESTORATION per COUNTY STD TYPE A-6 CURB (ST-200)

3) In pavement @ STA - 54.05, Edison Trench Separating from
STREET. NO T-grind

Inspector's Signature: <u>Jason Crayhead</u>	Date: <u>4-7-20</u>
Inspector's Name: <u>JASON CRAYHEAD</u>	



March 8, 2022

Perricone Farms

Attn: Jerry Badeau

RE: Bond #S388532 Perricone B Street, Street Improvements

Dear Jerry,

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

Project Name	Maintenance Amount
Perricone B Street, Street Improvements	\$11,198.70

If you wish to discuss this matter further, please do not hesitate to contact me at (951) 769-8520 ext. 344.

Thank you,

Richard Godsey
Public Works



City of Beaumont

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

Case No. RW2020-0459
Receipt No. _____
Fee \$ 484.43 App A3, CTD Insp
Date Paid 3/9/20
Inv. 8011

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

1. Contact's Name Jerry Badeau Phone (559) 805-8757

2. Contact's Address 550 B Street Beaumont, CA 92223
City/State/Zip

5. Contact's E-mail Jerry@Perricone Farms.com

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

4. Developer Address _____
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Perricone Farms 15-21002 File 1305 A
B Street Improvements
#3388532

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

Jerry Badeau Badeau 2/24/2020
Print Name and Sign – Contact/Applicant Date

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

N/A 2/24/2020
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.

- Remove and replace concrete and AC as needed where lifting.
- Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
- Provide Type II slurry coat for all road surfaces.
- Restore/Verify pavement striping/markings.
- Restore/Verify blue dots and signage as needed.
- Clean and camera sewer. Provide report and video copy of camera survey.
- Provide all final geotechnical reports.
- Provide Engineers' certification for line and grade within Right-of-Way.
- Provide Landscape Architects Certification as required.

Jerry Badeau
Print Name and Sign – Contact/Applicant

Badeau

2/24/2020

Date

File # 1305-A
15-2602

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

(Tract Map/Parcel Map/Plot Plan No. 14-PR03)

THIS SECURITY AGREEMENT is made and effective this 18 day of February, 2015, by and between the CITY OF BEAUMONT ("CITY") and _____, a Pericor Juice company ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to TM/PM/PP/CUP 14-PR03 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY an irrevocable letter of credit or a performance bond issued by a corporate surety (or other security as authorized by Government Code, Section 66499) in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

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

specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$500 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall

have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

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

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

e. If the CITY approves the cost estimate, the CITY shall release all performance security except for security in an amount up to 200% of the cost estimate of the remaining work; **PROVIDED, HOWEVER**, such partial release shall occur only when the cost estimate of the remaining work does not exceed 20% of the total original performance security. Substitute bonds or other security may be used as a replacement for the performance security, subject to the prior written approval of the CITY. (NOTE: a reduction in performance security is not, and shall not be deemed to be, an acceptance by the CITY of the completed Improvements, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the DEVELOPER until all required Improvements have been accepted by the CITY and all other required Improvements have been fully completed in accordance with the plans and specifications for the Improvements.)

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

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

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 8 and 9 above shall not apply to any required guarantee and warranty period nor to the amount of the security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

CITY OF BEAUMONT

By _____
Mayor

DEVELOPER

By *J. P. [Signature]*

Title: *Managing Partner*

Telephone No.: *949 500 5101*

Address: *18 Old Course Dr.*

Newport Beach, CA 92660

File # 1305-A
15-2602

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and B Street Partners, LLC (hereafter designated as "the Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designed public improvements, which agreement, dated 2/12, 2015, and identified as project TM/PM/PP/CUP14-PP-03 is hereby referred to and made a part hereof; and ost. imp.

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*) 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 in *Title 3* (commencing with *Section 9000*) of *Part 6* of *Division 4* of the Civil Code in the sum of Forty Nine Thousand Seven Hundred Seventy Two & No C dollars (\$ 49,772.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under *Title 3* (commencing with *Section 9000*) 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on 12th of February, 2015.

PRINCIPAL:

B Street Partners, LLC

By [Signature]
Title Managing Member

SEE ATTACHED DOCUMENT

SURETY:

Indemnity Company of California

By [Signature]
Title James W. Johnson, Attorney-in-fact

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

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

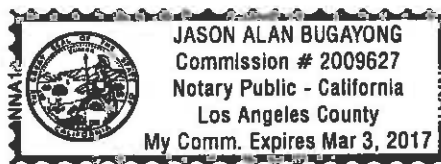
STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On 2-13-2015 before me, JASON ALAN BUGAYONG, NOTARY PUBLIC
(Date) (Here Insert Name and Title of the Officer)

personally appeared JOSEPH ANTHONY PERRICONE,
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.



Jason Alan Bugayong
Signature of Notary Public (Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: PAYMENT BOND Document Date: 2-12-2015

Number of Pages: 3 Signer(s) Other Than Named Above: _____

Additional Information: NA

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

M. Howard Folmar, Kim Pechar, James W. Johnson, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

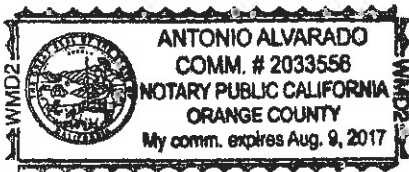
By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

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 _____

Antonio Alvarado

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 12th day of February, 2015

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

File # 1305-A
15-2402

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and B Street Partners, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated 2/12, 2015, and identified as project TM/PM/PP/CUP 14-PP-03 hereby referred to and made a part hereof; and Bot imp.

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 Indemnity Company of California as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Fourty Nine Thousand Seven Hundred Seventy Two & No Cents dollars (\$ 49,772.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on 12th of February, 2015.

PRINCIPAL:

B Street Partners, LLC

By [Signature]

Title Managing Member

SURETY:

Indemnity Company of California

By [Signature]
James W. Johnson, Attorney-in-fact

Title _____

SEE ATTACHED DOCUMENT

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

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

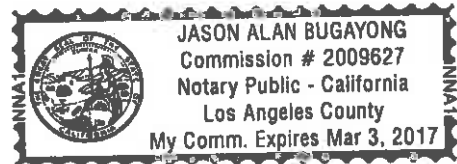
STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On 2-13-2015 before me, JASON ALAN BUGAYONG, Notary Public
(Date) (Here Insert Name and Title of the Officer)

personally appeared JOSEPH ANTHONY PERRICONE,
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.



Jason Alan Bugayong
Signature of Notary Public (Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND Document Date: 2-12-2015

Number of Pages: 3 Signer(s) Other Than Named Above: NA

Additional Information: NA

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

M. Howard Folmar, Kim Pechar, James W. Johnson, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

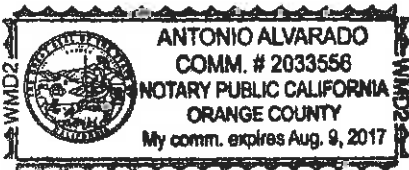
personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public



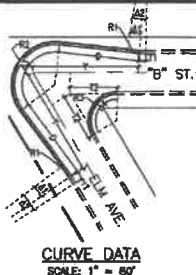
Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 12th day of February, 2015

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



	D	T1	T2	Δ1	Δ2	Δ3	Δ4	Y	R1	R2	R3
"B" ST.	76.00	6.00	44.33	6°7'16"	9°14'4"	133°19'8"	121°8'37"	99.38	107.77	40.00	26.00
ELM AVE.	77.80	7.80	44.33	2°58'57"	2°38'57"	133°19'8"	121°8'37"	270.88	107.77	40.00	26.00

DECLARATION OF ENGINEER OF RECORD

I HEREBY DECLARE IN MY PROFESSIONAL OPINION, THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLY 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.

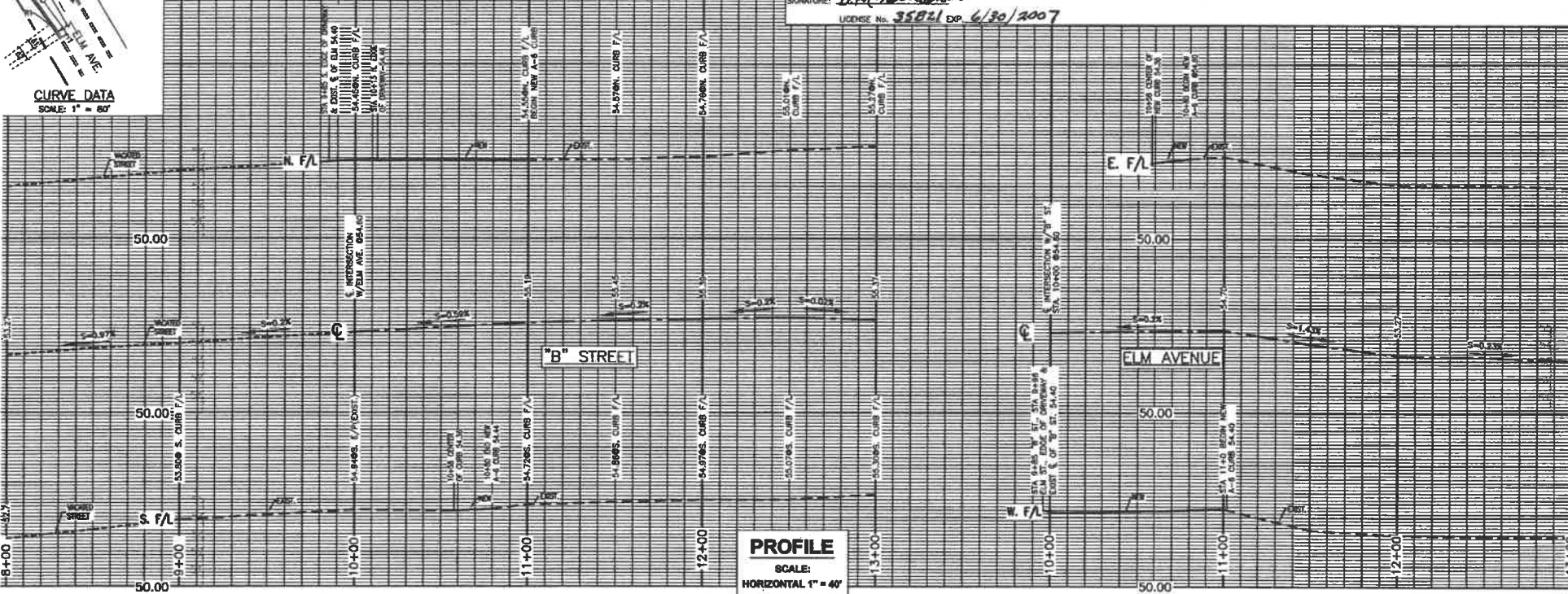
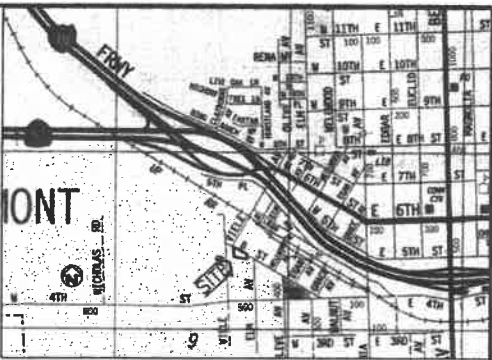
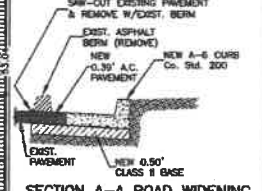
SIGNATURE: *D.M. Buchanan*
 LICENSE No. 35821 Exp. 6/30/2007

CONSTRUCTION NOTES:

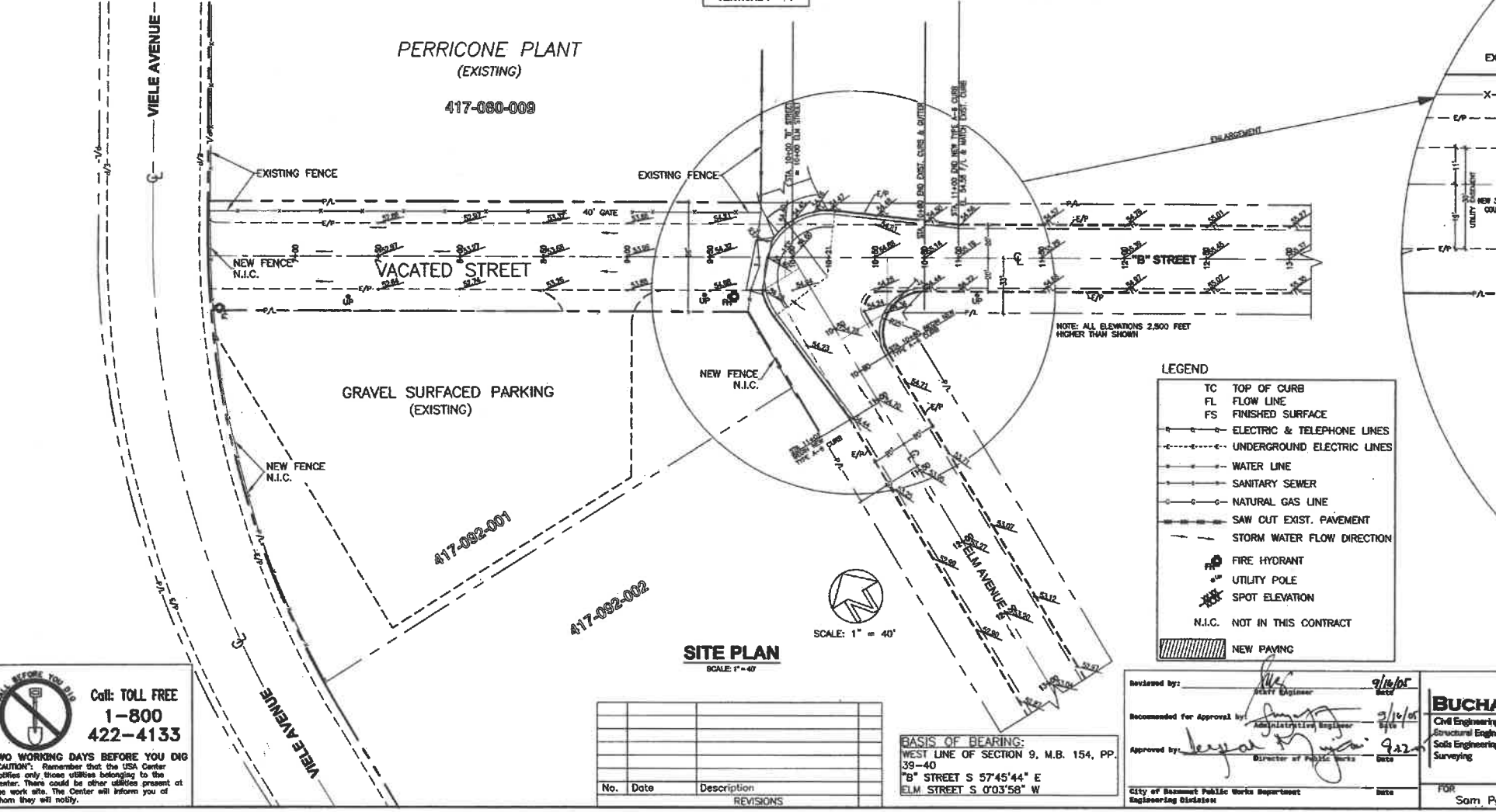
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A CONSTRUCTION SCHEDULE AT THE PRE-CONSTRUCTION MEETING FOR REVIEW AND COMMENT. THE CONTRACTOR SHALL PROVIDE THE CITY OF BEAUMONT (THE CITY), AND ALL OCCUPANTS AFFECTED BY THE CONSTRUCTION, A MINIMUM OF TWO (2) BUSINESS DAYS ADVANCE NOTICE OF COMMENCEMENT AND DURATION OF WORK.
2. ALL WORK SHALL CONFORM WITH THE REQUIREMENT OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONCERNING 1994 ("SSPWC") AND COUNTY OF RIVERSIDE COUNTY ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS, 1998 ("COUNTY STANDARDS").
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT DEPARTMENT OF PUBLIC WORKS FOR AN ENCROACHMENT PERMIT FOR ALL WORK ON EXISTING CITY MAINTAINED ROADS AND OTHER NECESSARY PERMITS.
4. DRIVEWAY APPROACHES WILL BE INSTALLED AND CONTRACTED PER COUNTY STANDARD No. 207.
5. APPROVAL OF THESE PLANS BY THE CITY OR ITS AGENTS DOES NOT RELIEVE THE CONTRACTOR AND HIS ENGINEER FROM THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROVIDE SMOOTH RIDING TRANSITIONS AT THE BEGINNING AND END OF ANY AREA REQUIRING TRANSITION OF THE NEW ASPHALT CONCRETE OVERLAY SURFACE TO THE EXISTING SURFACE.
7. FIELDED AREAS OF PAVING MARKED IN FIELD AND ON PLANS SHALL BE REMOVED AND RECONSTRUCTED BY THE CONTRACTOR PER SSPWC AND PER THESE PLANS.
8. DURING PAVING OPERATIONS TRAFFIC CONTROL SHALL BE PERFORMED PER THE REQUIREMENTS OF THIS PROJECT'S SPECIFICATIONS.

DESIGNER'S NOTE:

THE MODIFIED KNUCKLE LAYOUT VARIES FROM THE COUNTY STANDARD IN ORDER TO PROVIDE MORE ROADWAY SPACE. THE COUNTY STANDARD DOES NOT PROVIDE SUFFICIENT ROADWAY SPACE WHEN THE INTERIOR ANGLE IS LESS THAN 90°. THIS MODIFIED LAYOUT WORKS WITH THE COUNTY STANDARD.

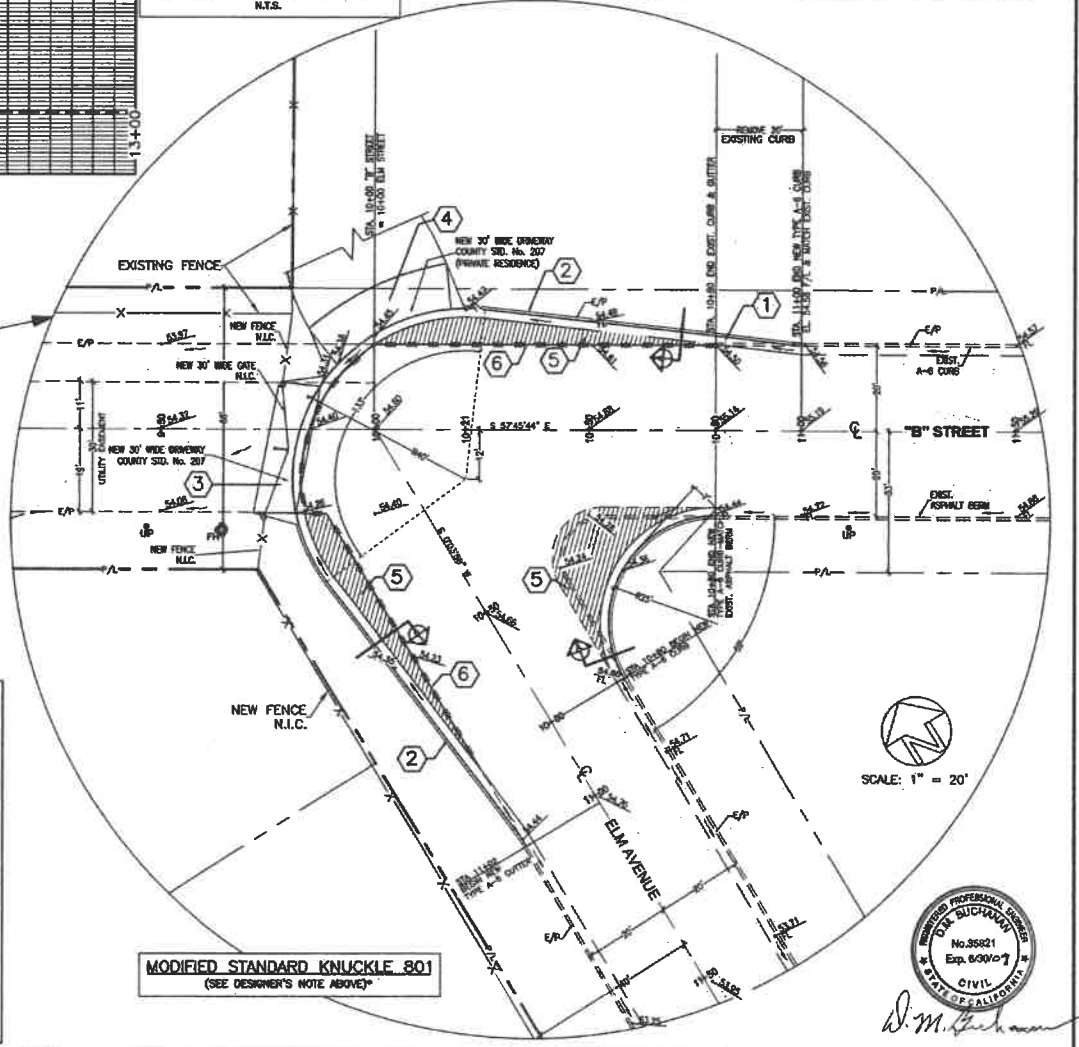


PROFILE
 SCALE:
 HORIZONTAL 1" = 40'
 VERTICAL 1" = 4'



LEGEND

- TC TOP OF CURB
- FL FLOW LINE
- FS FINISHED SURFACE
- ELECTRIC & TELEPHONE LINES
- UNDERGROUND ELECTRIC LINES
- WATER LINE
- SANITARY SEWER
- NATURAL GAS LINE
- SAW CUT EXIST. PAVEMENT
- STORM WATER FLOW DIRECTION
- FIRE HYDRANT
- UTILITY POLE
- SPOT ELEVATION
- N.I.C. NOT IN THIS CONTRACT
- NEW PAVING



CALL BEFORE YOU DIG
 Toll: TOLL FREE
 1-800
 422-4133

TWO WORKING DAYS BEFORE YOU DIG
 "CAUTION": Remember that the USA Center notifies only those utilities belonging to the Center. There could be other utilities present at the work site. The Center will inform you of whom they will notify.

No.	Date	Description

BASIS OF BEARING:
 WEST LINE OF SECTION 9, M.B. 154, PP. 39-40
 "B" STREET S 57°45'44" E
 ELM STREET S 0°03'58" W

Reviewed by: *[Signature]* 9/18/03
 Recommended for Approval by: *[Signature]* 9/16/03
 Approved by: *[Signature]* 9/22/03
 City of Beaumont Public Works Department
 Engineering District

BUCHANAN & ASSOCIATES
 Civil Engineering
 Structural Engineering
 Soils Engineering
 Surveying

15333 Roadrunner Trail
 Banning, CA 92220
 Phone: 909.849.3600
 Fax: 909.849.0029

FOR: Sam Perricone
 W.O. 200240
 DATE: 2/19/03

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
 RIVERSIDE COUNTY, CALIFORNIA
Street Improvements—"B" Street
 Perricone Juices
 550 "B" Street, Beaumont, CA

SCALE: AS NOTED
 BENCHMARK: USGS & Riv. Co. BN #N-71
 ELEVATION: 2,573.65'

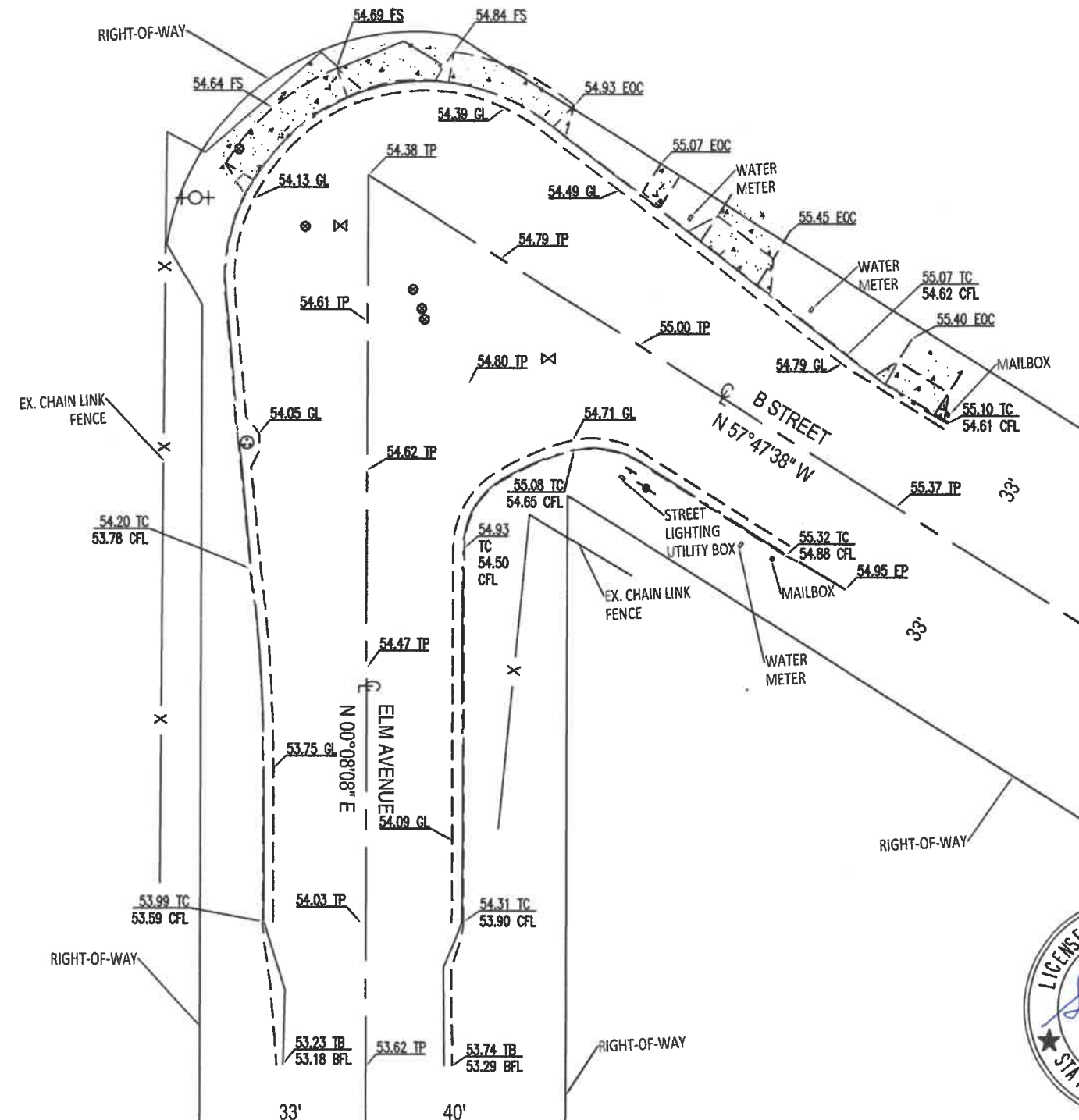
SHEET NO.
 1
 OF 1 SHEETS
 FILE NO.
 1305

AS-BUILT TOPOGRAPHIC SURVEY

MARCH 29, 2019

LEJA SURVEYING, CORP.

STEVE LEJA PLS 5933



LEGEND

- INDICATES WATER VALVE
- INDICATES GAS VALVE
- INDICATES SIGNPOST
- INDICATES POWER POLE
- INDICATES FIRE HYDRANT
- INDICATES EDISON MANHOLE
- INDICATES LIGHT STANDARD WITH 24" BASE
- 39.60 INDICATES EXISTING ELEVATION
- BFL INDICATES FLOWLINE OF ASPHALT BERM
- CFL INDICATES FLOWLINE OF CURB FLOWLINE
- EOC INDICATES EDGE OF CONCRETE
- EP INDICATES EXISTING ASPHALT PAVEMENT
- FS INDICATES FINISHED SURFACE
- GL INDICATES TOP OF GUTTER LINE
- TB INDICATES TOP OF ASPHALT BERM
- TC INDICATES TOP OF CURB
- TP INDICATES TOP OF PAVEMENT

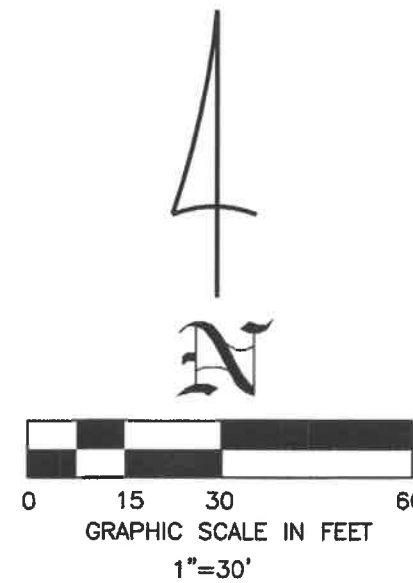
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE VI, BASED LOCALLY ON CONTINUOUS OPERATING REFERENCE STATIONS (CORS) "JPLM" SBCC AND "P474" NAD 83 (2011) EPOCH 2010.00. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. ALL DISTANCES ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99989057. CALCULATIONS ARE MADE AT THE BASE CONTROL POINT NO. 1 WITH COORDINATES OF:

NORTHING: 2281848.91 EASTING: 6337877.268
AND USING AN ELEVATION OF 2549.13 FEET.

BENCHMARK

THE BENCHMARK USED IS U.S.G.S & RIVERSIDE COUNTY DESIGNATION: N-71 AS REFERENCED ON THE "STREET IMPROVEMENTS - B STREET" PLANS, DATED 2/19/03, PREPARED BY BUCHANON & ASSOCIATES. ELEVATION: 2573.65 (NAVD88)



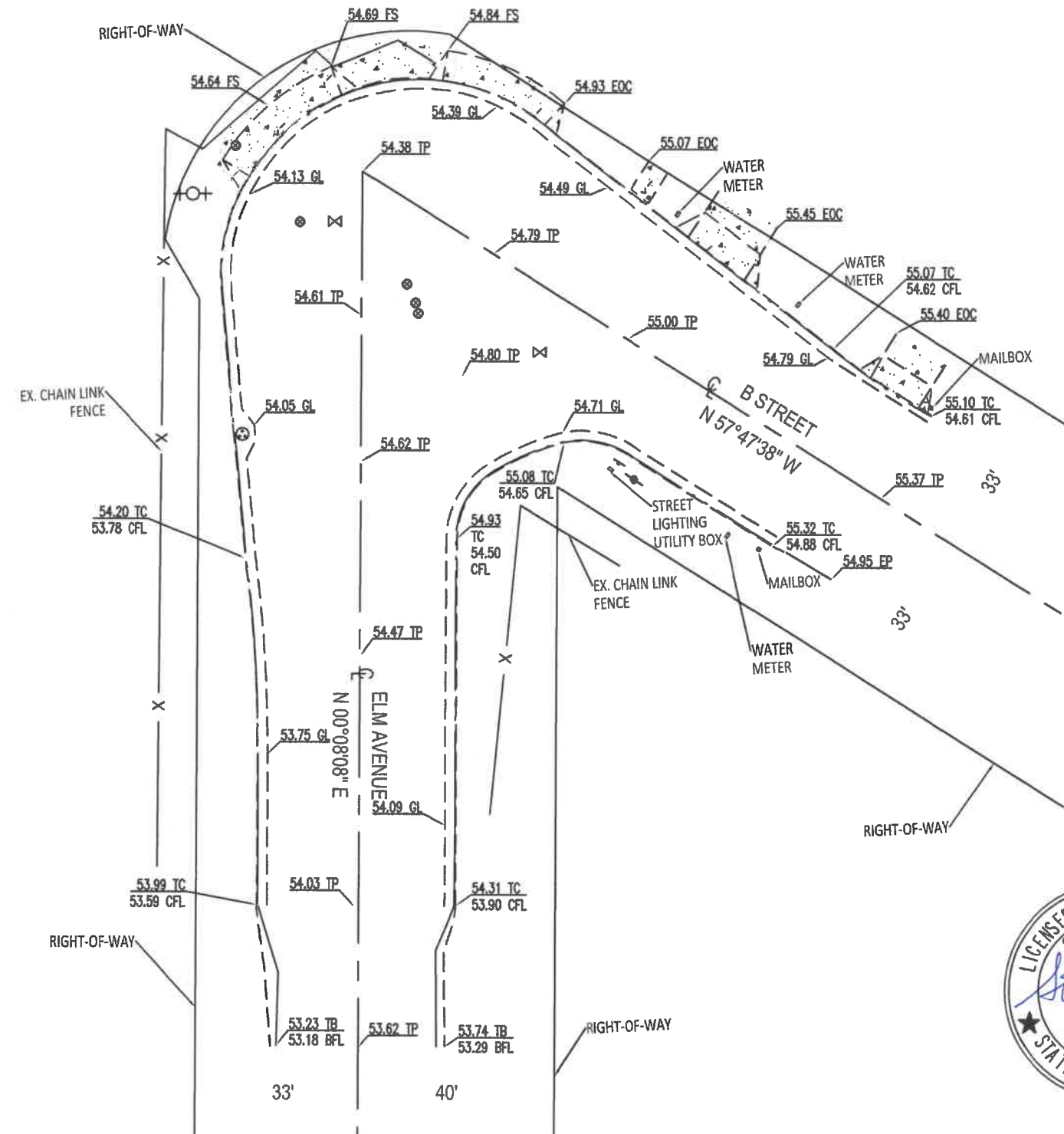
LEJA SURVEYING CORP Land Surveying - Mapping - GPS - Scanning Court Diagrams - Legal Descriptions 13842 Highland Oaks Drive - Yucaipa, California 92389-9448 Phone: (909) 797-3043 Fax: (909) 797-3876 E-mail: lejasurv@msn.com			
			PERRICONE FARMS - B STREET AND ELM AVENUE BEAUMONT, CA AS-BUILT TOPOGRAPHIC SURVEY
SCALE	1" = 30'	DATE	29 MARCH 2019
CUTSHEET IS PRELIMINARY UNLESS SIGNED	DRAWING/REVISION ACW	PAGE	1 OF 1

AS-BUILT TOPOGRAPHIC SURVEY

MARCH 29, 2019

LEJA SURVEYING, CORP.

STEVE LEJA PLS 5933



LEGEND

- INDICATES WATER VALVE
- INDICATES GAS VALVE
- INDICATES SIGNPOST
- INDICATES POWER POLE
- INDICATES FIRE HYDRANT
- INDICATES EDISON MANHOLE
- INDICATES LIGHT STANDARD WITH 24" BASE
- 39.60 INDICATES EXISTING ELEVATION
- BFL INDICATES FLOWLINE OF ASPHALT BERM
- CFL INDICATES FLOWLINE OF CURB FLOWLINE
- EOC INDICATES EDGE OF CONCRETE
- EP INDICATES EXISTING ASPHALT PAVEMENT
- FS INDICATES FINISHED SURFACE
- GL INDICATES TOP OF GUTTER LINE
- TB INDICATES TOP OF ASPHALT BERM
- TC INDICATES TOP OF CURB
- TP INDICATES TOP OF PAVEMENT

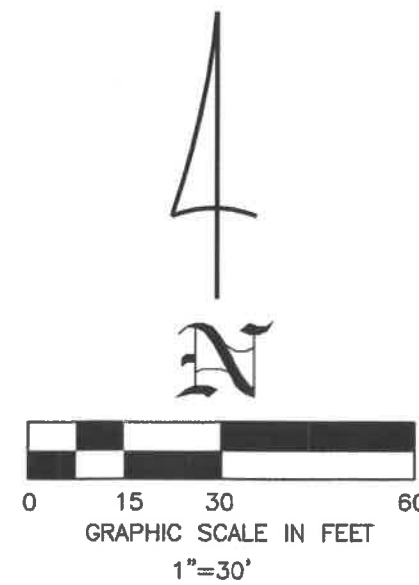
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE VI, BASED LOCALLY ON CONTINUOUS OPERATING REFERENCE STATIONS (CORS) "JPLM" "SBCC" AND "P474" NAD 83 (2011) EPOCH 2010.00. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. ALL DISTANCES ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99989057. CALCULATIONS ARE MADE AT THE BASE CONTROL POINT NO. 1 WITH COORDINATES OF:

NORTHING: 2281848.91 EASTING: 6337877.268
AND USING AN ELEVATION OF 2549.13 FEET.

BENCHMARK

THE BENCHMARK USED IS U.S.G.S & RIVERSIDE COUNTY DESIGNATION: N-71 AS REFERENCED ON THE "STREET IMPROVEMENTS - B STREET" PLANS, DATED 2/19/03, PREPARED BY BUCHANON & ASSOCIATES. ELEVATION: 2573.65 (NAVD88)



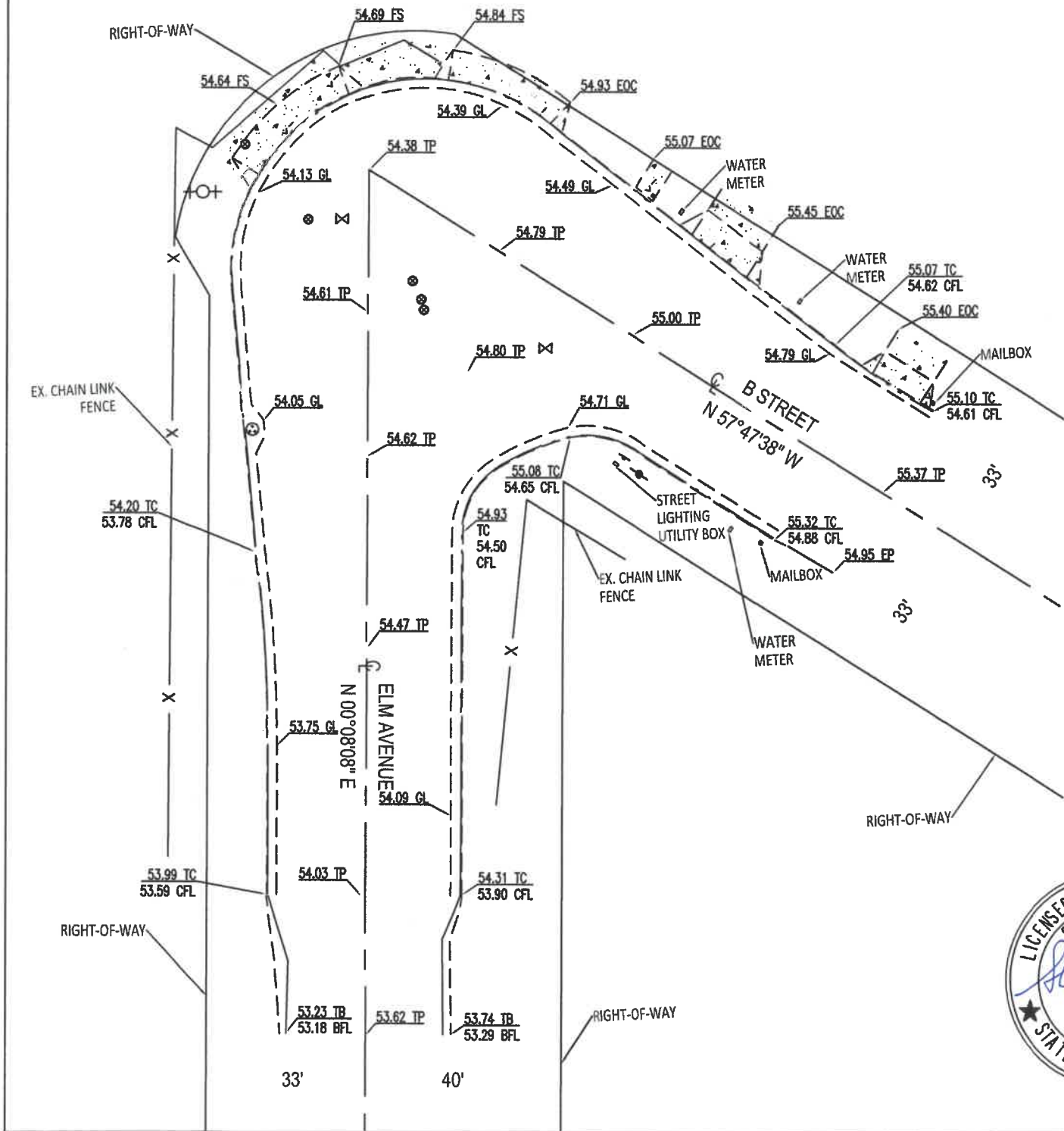
LEJA SURVEYING CORP Land Surveying - Mapping - GPS - Scanning Court Diagrams - Legal Descriptions 13642 Highland Oaks Drive - Yucaipa, California 92390-9448 Phone: (909) 797-3043 Fax: (909) 797-3876 E-mail: lejasurv@man.com			
			PERRICONE FARMS - B STREET AND ELM AVENUE BEAUMONT, CA AS-BUILT TOPOGRAPHIC SURVEY
SCALE	1" = 30'	DATE	29 MARCH 2019
GUTSHEET IS PRELIMINARY UNLESS SIGNED	DRAWING/REVISION ACW	PAGE	1 OF 1

AS-BUILT TOPOGRAPHIC SURVEY

MARCH 29, 2019

LEJA SURVEYING, CORP.

STEVE LEJA PLS 5933



LEGEND

- INDICATES WATER VALVE
- INDICATES GAS VALVE
- INDICATES SIGNPOST
- INDICATES POWER POLE
- INDICATES FIRE HYDRANT
- INDICATES EDISON MANHOLE
- INDICATES LIGHT STANDARD WITH 24" BASE
- 39.60 INDICATES EXISTING ELEVATION
- BFL INDICATES FLOWLINE OF ASPHALT BERM
- CFL INDICATES FLOWLINE OF CURB FLOWLINE
- EOC INDICATES EDGE OF CONCRETE
- EP INDICATES EXISTING ASPHALT PAVEMENT
- FS INDICATES FINISHED SURFACE
- GL INDICATES TOP OF GUTTER LINE
- TB INDICATES TOP OF ASPHALT BERM
- TC INDICATES TOP OF CURB
- TP INDICATES TOP OF PAVEMENT

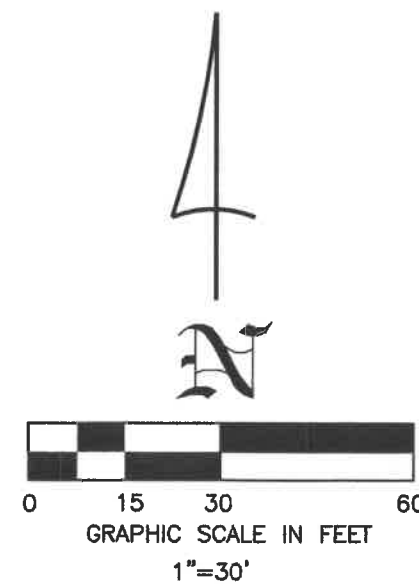
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE VI, BASED LOCALLY ON CONTINUOUS OPERATING REFERENCE STATIONS (CORS) 'JPLM' 'SBCC' AND 'P474' NAD 83 (2011) EPOCH 2010.00. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. ALL DISTANCES ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99989057. CALCULATIONS ARE MADE AT THE BASE CONTROL POINT NO. 1 WITH COORDINATES OF:

NORTHING: 2281848.91 EASTING: 6337877.268
AND USING AN ELEVATION OF 2549.13 FEET.

BENCHMARK

THE BENCHMARK USED IS U.S.G.S & RIVERSIDE COUNTY DESIGNATION: N-71 AS REFERENCED ON THE "STREET IMPROVEMENTS - B STREET" PLANS, DATED 2/19/03, PREPARED BY BUCHANON & ASSOCIATES. ELEVATION: 2573.65 (NAVD88)



LEJA SURVEYING CORP
Land Surveying - Mapping - GPS - Scanning
Court Diagrams - Legal Descriptions
13642 Highland Oaks Drive - Yucaipa, California 92395-9448
Phone: (909) 797-3043 Fax: (909) 797-3876 E-mail: lejasurv@man.com

**PERRICONE FARMS - B STREET AND ELM AVENUE
BEAUMONT, CA
AS-BUILT TOPOGRAPHIC SURVEY**

SCALE 1" = 30'	DATE 29 MARCH 2019
CUTSHEET IS PRELIMINARY UNLESS SIGNED	DRAWING/REVISION ACW PAGE 1 OF 1