Rev. 05 06 2020

Basic Gov (Sales Force) # File #

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

(Tract Map/Parcel Map/Plot Plan No. 31462-22

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and SDC Fairway Canyon LLC, a Delaware limited liability company ("DEVELOPER")

### RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462-22 "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 a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

- 7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.
- 8. 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 or action is the result of the sole negligence or sole willful misconduct of the CITY.
- 9. <u>Procedure for Release of Performance Bond Security.</u> The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:
  - a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.
  - b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

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

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

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

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

	CITY OF BEAUMONT
	By Mayor
	Date
	DEVELOPER
	By SDC Farrway Canyon LLC
Title: _ Authorized	Date 7/14/2075 Signatory
4	Address: 2392 Morse Avenue Irvine, CA 92614

### **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 July 14, 2020 before me,	Susan E. Morales, Notary Public
personally appeared Dale Strickland	,
name(s) is/are subscribed to the within he/she/they executed the same in his/h	actory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of e instrument.
-	under the laws of the State of California that
the foregoing paragraph is true and cor	SUSAN E. MORALES
WITNESS my hand and official seal.	COMM. # 2279182 Z NOTARY PUBLIC - CALIFORNIA S ORANGE COUNTY
Susan L. Mondos  Notary Public Signature  (No	My Comm. Expires March 28, 2023 obtary Public Seal)
• (No	orally Fubilic Geally
ADDITIONAL OPTIONAL INFORMAT	This form complies with current California statutes regarding notary wording and,
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowedgents from other states may be completed for documents being sent to that state so long as the
SDC Fairway Canyon, LLC (Title or description of attached document)	wording does not require the California notary to violate California notary law.
,	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which</li> </ul>
(Title or description of attached document continued)	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
Number of Pages Document Date	commission followed by a comma and then your title (notary public).  • Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER  Individual (s)	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they<sub>2</sub>, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> </ul>
☐ Corporate Officer  (Title)	<ul> <li>The notary seal impression must be clear and photographically reproducible.</li> <li>Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> </ul>
☐ Partner(s)	<ul> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> </ul>
☐ Attorney-in-Fact ☐ Trustee(s)	Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
Other Authorized Signatory	<ul> <li>Indicate title or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a</li> </ul>
2015 Version www.NotaryClasses.com 800-873-9865	corporate officer, indicate the title (i.e. CEO, CFO, Secretary).  • Securely attach this document to the signed document with a staple.

Basic Gov (Sales Force) #
File #

Intract Sewer

### EXHIBIT "A"

Bond No.: 1001124454 Premium: \$2,481.00/2 yrs.

### PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and
SDC Fairway Canyon, LLC (hereinafter designated as "Principal") have entered into
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan,
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated July 19th, 2020 whereby Principal agrees to install and complete certain designated
public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-22
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 American Contractors Indemnity Company as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Sixty-Five Thousand Four\* dollars (\$ 165,410.25 ) 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 Ten & 25/100ths

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 July 14 \_\_\_\_\_, 20\_20.

(Seal)	(Seal)
American Contractors Indemnity Company  SURETY  By:	SDC Fairway Canyon, LLC PRINCIPAL By:
Name: Shane Wolf	Name: Dale Strickland
Title: Attorney-in-Fact	Title: Authorized Signatory
Address: 801 S. Figueroa St., Suite 700	By:
Los Angeles, CA 90017	Name:
	Title:
	Address: 2392 Morse Ave.
	Irvine, CA 92614

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 July 14, 2020 before me,	Susan E. Morales, Notary Public (Here insert name and title of the officer)
name(s) is/are subscribed to the within he/she/they executed the same in his/t	factory evidence to be the person(s) whose instrument and acknowledged to me that her/their authorized capacity(ies), and that by hent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and con	Y under the laws of the State of California that rrect.
WITNESS my hand and official seal.  Susan L. Mondes  Notary Public Signature  (N	SUSAN E. MORALES COMM. # 2279182 NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY My Comm. Expires March 28, 2023
ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT SDC Fairway Canyon, LLC	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. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)  Number of Pages Document Date	<ul> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of notarization.</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  ☐ Individual (s) ☐ Corporate Officer  (Title) ☐ Partner(s) ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other Authorized Signatory	<ul> <li>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.</li> <li>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.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> <li>Indicate title or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).</li> </ul>

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

### ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California	_ }
County of Orange	_ }
On July 14, 2020 before me,	Susan E. Morales, Notary Public (Here insert name and title of the officer)
name <del>(s)</del> is/ <del>are</del> subscribed to the within he/ <del>she/they</del> executed the same in his/t	factory evidence to be the person(s) whose instrument and acknowledged to me that ner/their authorized capacity(ies), and that by nent the person(s), or the entity upon behalf of the instrument.
I certify under PENALTY OF PERJUR' the foregoing paragraph is true and co	
WITNESS my hand and official seal.	SUSAN E. MORALES COMM. # 2279182 NOTARY PUBLIC - CALIFORNIAN ORANGE COUNTY My Comm. Expires March 28, 2023
Notary Public Signature (N	lotary Public Seal)
•	♦ NATE VIOLENCE TO BE SOUTH THE TABLE THE TAB
DESCRIPTION OF THE ATTACHED DOCUMENT	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. Acknowledgents from other states may be completed for documents being sent to that state so long as the
American Contractors Indemnity Company	wording does not require the California notary to violate California notary law.
(Title or description of attached document)	State and County information must be the State and County where the documen signer(s) personally appeared before the notary public for acknowledgment.  Peters of action of the county information must be the State and County where the documen signer(s) personally appeared before the notary public for acknowledgment.
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CAPACITY CLAIMED BY THE SIGNER	notarization.  • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
☐ Individual (s)	he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
☐ Corporate Officer	<ul> <li>The notary seal impression must be clear and photographically reproducible.</li> <li>Impression must not cover text or lines. If seal impression smudges, re-seal if a</li> </ul>
(Title)	sufficient area permits, otherwise complete a different acknowledgment form.
☐ Partner(s)	<ul> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> </ul>
✓ Attorney-in-Fact  ☐ Trustee(s)	Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
Other	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.

Revised Form

Intract Sewer

Bond No.: 1001124454

Premium included with
the Performance Bond

### EXHIBIT "B" PAYMENT BOND

WHEREAS, the City Council of	of the City of Beaumont, State of California, and
SDC Fairway Canyon, LLC	(hereafter designated as "the Principal") have entered into
Agreement To Provide Security For Impr	ovements For Tract Map Or Parcel Map Or Plot Plan, 31462-22
dated July 14th , 2020 where	by Principal agrees to install and complete certain designated
public improvements which is hereby incorpo	orated 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 One Hundred Sixty-Five\* 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. \*Thousand Four Hundred Ten & 25/100ths (\$165,410.25)

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  $\frac{\text{July } 14}{\text{July } 2020}$ .

(Seal)	(Seal)		
American Contractors Indemnity Company  SURETY  By:	SDC Fairway Canyon, LLC  PRINCIPAL  By:		
Name: Shane Wolf	Name: Dale Strickland		
Title: Attorney-in-Fact	Title: Authorized Signatory		
Address: 801 S. Figueroa St., Suite 700	Ву:		
Los Angeles, CA 90017	Name:		
	Title:		
	Address: 2392 Morse Ave.		
	Irvine, CA 92614		

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	<sub>2</sub> }
On July 14, 2020 before me,	Susan E. Morales, Notary Public  (Here insert name and title of the officer)
•	factory evidence to be the person <del>(s)</del> whose instrument and acknowledged to me that
· · · · · · · · · · · · · · · · · · ·	<del>er/their</del> authorized capacity( <del>ies</del> ), and that by ent the person <del>(s)</del> , or the entity upon behalf of e instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	SUSAN E. MORALES
WITNESS my hand and official seal.	COMM. # 2279182 NOTARY PUBLIC - CALIFORNIA SORANGE COUNTY My Comm. Expires March 28, 2023
Notary Public Signature (No	otary Public Seal)
<b>•</b>	•
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and,
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowwedgents from other states may be completed for documents being sent to that state so long as the
SDC Fairway Canyon, LLC	wording does not require the California notary to violate California notary law.
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CAPACITY CLAIMED BY THE SIGNER	notarization.  • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
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☐ Corporate Officer	<ul> <li>The notary seal impression must be clear and photographically reproducible.</li> <li>Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> </ul>
(Title) □ Partner(s)	Signature of the notary public must match the signature on file with the office of
☐ Attorney-in-Fact	the county clerk.  Additional information is not required but could help to ensure this
<ul><li>☐ Trustee(s)</li><li>☑ Other Authorized Signatory</li></ul>	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.

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}
}
Susan E. Morales, Notary Public (Here insert name and title of the officer)
actory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of e instrument.
under the laws of the State of California that rect.
SUSAN E. MORALES COMM. # 2279182 NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY My Comm. Expires March 28, 2023
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. Acknowedgents 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.
<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> </ul>
<ul> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
<ul> <li>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.</li> <li>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.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> <li>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.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).</li> <li>Securely attach this document to the signed document with a staple.</li> </ul>



### POWER OF ATTORNEY

### AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed.

\*\*\*\*\*\*Seventy Five Million\*\*\*\*\*\*

Deliars

( \*\*\*75,000,000.00\*\*\* ). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds recognizances, contracts, agreements or indemnity and other conditional of obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability, thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIAL TY INSURANCE COMPANY

State of California

County of Los Angeles

SUP INDUSTRIES OF SUPERIOR OF

By:

Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

(seal)

SONIA O, CARREJO Notary Public - California Los Angeles County Commission # 2239/179 My Comm. Excites Apr 23-2022

Kio Lo, Assistant Secretary of American Contractors, Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this

Gorporate Seals
Bond No.

100112445

Agency No. 16590

NCORPORATED SEPT. 25, 1986







Kio Lo, Assistant Secretary



### APPLICANT/SUBDIVIDER

ARCENT MANAGEMENT 2692 MORSE AVENUE OFFICE: 649 241-8403 CONTACT: CHERRYT. THOMPSON

### **ABBREVIATIONS**

FOEIND PE=2367.1 (B.M) 0

### PAD ELEVATION PROPOSED BACKWATER VALVE WE STATION & MAIN 10+35,22 CONSTRUCTION NOTE REFERENCE

DECLARATION OF ENGINEER OF RECORD



### PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

SHEET 2

- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
  - QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY, CONTRACTOF SALLL BE RESPONSIBILE FOR VENEYING ALL QUANTITIES PRIOR TO BIDDING FOR ODNSTRUCTION.
- THE PRIVATE BUGNERS SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ARCHORD WINDOWN IN THE BUGNER HEAD OF DISCREMENTES ARCHORD OF DISCREMENTES SHALL ARCHORD CONSTRUCTION. THE PRIVATE BUGNERS SHALL BUGNERS SHE CITIC WARRANTE TO A PREVIOUS THE PUNKS.
- STANDARD STEELENDERS FOR BEIDE CONSTRUCTION VERZE BOCK, URST CHARGE OF CHARGO STEELENDEN. WERNEN, WERNEN WERNEN WERNEN VERSEN, WERNEN VERSEN V

) THESE PLANS				
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WORK TO BE DONE THE WHOMENED CONSISTOR THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS THE STRUCKURD SPECIFICATIONS AND STRUCKUD BRIMMED.				

# SEWER IMPROVEMENT PLANS

## TRACT NO. 31462-22

GRAUTY SEWER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).

FOR SEMER MANNS IS MON IN DIAMETER AND SHALLER AT DEPTHS BETHEEN 15
AND ZOTE IF FROM INVESTIGATION STRAFFEL IN PER OF A REPET HORNER CLASS
CHEDING ON STRAKERS PIEC OF BOTH CAN BE USED, DIMERWIES PROMICE A.
SOLIS BERNEYT SHAPPENING CALCULATIONS TO SUBSTANTIATE THE USE OF PIPC.
SOLIS SERBÉ PIPE.

TRENCHING AND EXCAVATION PER 29 OFR 1926.651AND 1926.652 OR COMPARABLE OSHA—APPROVED STATE PLAN REQUIREMENTS.

- PRIOR TO CONSTRUCTION OF SEMEN, CONTRACTOR SAULL EXPOSE EXISTING SEMEN AND METER CONNECTION DESTINA AND METER TO ASSESS ON SEMENTALS. AND METER STILL OF PROPRE SIZE EXISTS, NO ALTERNANS SAULL BE ALLOW TO EXISTING MEMORY EXPERIENCES SAULL BE ALLOW TO DESTINA MEMORY EXPERIENCES SAULL BE ALLOW TO THE SEMENTAL SUFFICIENT AS SPECIFICALLY AUTHORIZED BY THE OTTY OF EXPLINION.
- WHERE A NEW INLET MUST BE CONSTRUCTED IN AN EXISTING MANNOLE, THE ELEVATION OF THE INLET SHALL BE SUCH THAT ITS CROWN SHALL BE LEVELED THE REGOINS OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLL CONTERNINE.
  - ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BLEAC, WITH THE GROWN OF THE COUTLET PIPE, AT THEIR PROJECTION TO THE MANHOLE CENTERINE.

PROPOSED 8" & 10" SEWER W.
PROPOSED 4" SEWER SERVCE
PROPOSED SEWER MANHOLE PROPOSED WATER BY OTHERS PROPOSED 8" WATER

- THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE. WORKING IN A CONFINED AIR SPACE, CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE TOR, TITE 8 CALIFORNIA ADMINISTRATION CODE.
  - provide backwater valves wiere upstream manhole rim is higher than Pad elevation.

PROPOSED WATER SERVICE

- PROWDE APPROPRIATE MARKING TAPE AT TOP OF THE PIPE CENTERLINE ON TOP OF PIPE BEDOWG.
  - SEWER LATERAL SHALL BE TYPE "A" PER DETAL SHOWN HEREON, UNLESS OTHERWISE NOTED OR DETALED ON PLANS.
- REPRESENCES VALLE HAVE CONTROLLED SE COMPANION OF ALL UTILITY TREVIOLS WE RESERVE TREVIONES, BENCHLUNG NO SOL. COMPANION OF ALL UTILITY TREVIOLS WE RESERVENT AND AND HOST OF ANY TWO SETS OF COMPANION PREPARED SETS THE PROPERTY OF A SEMBLED OF THE REPRESENCE AND SOLVE OF A SEMBLED OF THE REPRESENCE OF A SEMBLED OF THE REPRESENCE OF A SEMBLED OF THE SEMBLED OF A PROPERTY OF A RESERVED OF THE SEMBLED OF THE SEMBLED OF A SEMBLED OF THE SEMBLED OF TH

- TT SALL BE THE RESONSBUTTO OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTOR, REQULATORY COURS AND MARNING SLOCK THE PASSAGE THE PROJECT LIMITS AND THIS SURROUNNINGS AND TO PROVIDE SALF PASSAGE OF THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE. IT SHALL BE RESPONSBULIY OF THE DELIELDER COMMER OR CONTRACTOR TO APELY TO THE DIRECTOR OF PUBLIC MORKS, CITY OF BEALMONT FOR AN ENCYCLOBENT FERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC BIRDIL CHEMINARY FERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC.
- ALL WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE TRANSPORTATION OF COUNTY OF RIVERSIDE TRANSPORTATION OF SHADARDS AND SPECIATIONS, COUNTY GROMANICE 461 AND SHEEGUERY AMERICANISTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARNIC OF THE PROPOSED WISH AREA AND RELOCKIND COST OF ALL ENSIME UNITURES PERMITTEE MUST INFORM CITY OF CONSTRUCTION SOFEDULE 11.857 48 HOURS PRIOR TO BECANANIC OF CONSTRUCTION AT (951) 769–8520.

CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE, MIST GRIANN A MITTONLE POLICI MIST STRUCK (POSS) PRIMIT MITTONLE CONNECT FRANCES STRUCK (POSS) PRIMIT PROMERTY PROJECT PRESENTED TO FILE A MOTIFIC OF MIST MON WITH THE STOLING STRUCK OF MIST MON WITH ALL REQUIREMENTS OF THE EXAMONIT DRAWAGE MANAGEMENT OF THE EXAMONIT DRAWAGE MANAGEMENT FRANCES

MAY RECORD THE STERS HAS ABOUT THE STEED FLOW AND WANGER AND AND WANGER ACCOUNTY THE STEED FLOW THE STEED STEED FLOW THE STEED STEED STEED FLOW THAT STEED S

THE CITY RESERVE THE RIGHTS TO REQUIRED REVISION OF THE APPROVED PLAKES TO CONSTRUCTION WHI COMPRETED STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANTS WERE APPROVED.

CONSTRUCTION NOTES

@ INSTALL 8" PVC SENER MAIN

THE CONTRACTOR SHALL BEAR ALL COST FOR THE CORRECTION OR REDO AND REPORTED AND REFERENTE WINK AND ALL JOHNNALL BRECT OR MILLIONET COSTS THE OTT MAY MOUNE OR DEFECTIVE WON, MILLIONET PROGRESS ADMINISTRATION OF DEFECTIVE WON, CONSULTANT, WARFOLDON, TESTING AND OTHER SERVICES.

DURING PANNG OPERATION, TRAFFIC CONTROL SHALL BE PERFORMED A REQUIRED BY THE CITY ENGINEER.

ALL EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSE PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION COMPLETION.

MANNOLES OF DEPTH WORE THAN 12 FEET FROM FINSH STREET ORAGE TO SCHWER PIPE SHELF SHALL BE A MANNOM 60" IN DIAMETER AND SHALL BE CONSTRUCTED PER EUND STD. S9–53.

WHEN SEMPR LIME CROSS OTHER UTLUTES, STORM DRAINS, OR OTHER OBSTRUCTIONS, THE OUTSIDE PIPE ELEVATIONS SHOULD BE SHOWN TO INDICATE. THE AVAILABLE CLEARANCES. VERTICAL AND HORIZONTAL SEPARATION OF LATERALS OR SEMER MAIN FROM WATER OF RECVICE WITH CALFORNIA FEALTH DEPARTMENT.

MANNOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SCHEIG PRE STREET SALL RE, LINDS THAN APPROACHED DITYS DO FLUES. THE BASIS AND ALL RELAWING EXPOSED CONCRETE SHILL BE GOATED WITH AN APPROVED PRETOS, HALES ON SERVICE PRESENTATION SHILL BE THEE FROM DEPTICIS, HALES ON SURFACE INSEGLIAPITES.

③ MSTALL 4" PVC SENER LATERAL PER EMMD STD. S8−177 © NISTALL PRECAST 4' CONCRETE MANHOLE PER EMMD STD. 38–53

■ MSTALL 4" BACKWATER VALVE (PER CITY OF BEAUMONT SPECIN

TREACHIO FOR UTUTES AND STRUCTURES IS NOT 4,1 DATO, UTIL SOM TREACHION TREACHION SOMETHING AND PROPRIED IN THE PIBLE NO. 1201—602—624—10 ATED MARCH TO 2015. WESTORN TOWN REPORT OF THE PERMED PLADMANCED GEOTECHNICAL SOLUTIONS. INC. SHALL BE AVMILABLE PERMED PLADMANCED GEOTECHNICAL SOLUTIONS. INC. SHALL BE AVMILABLE

ALL UNDERGROUND FACUTIES WITH LATERALS, SHALL BE IN PLACE PRIOR TO PARMIC THE STREET, INCLUDING, BUT NOT LUMITED TO THE FOLLOWING SEINER, MATER, CAS, ELECTRICASTORN DRAINS AND COMMUNICATION LINES.

- ALL MANHOLES, SURVEY MARKERS AND VALVES SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR AFTER COMPLETION OF THE OVERLAY.
- STANDARD DRAMWICS
  1. RRESECCE CONVIT MANGENTATION (PENATURE). THE STANDARD PLANS LATEST STATE OF CALFORNAL, BEPARATE OF TRANSPORTATION, STANDARD PLANS LATEST BETAIN STANDARD PRANNESS
  2. REMAIN STANDARD PRANNESS
  3. ELMAN STANDARD PRANNESS



- ASPILLING BAULSON (FOG SEAL) SHALL BE, APPLED NOT LESS THAN FOURTED! ON SPECULOMINE ALICIDATED (OF THE ASPILLED SIGNATION SEAL AND PANIT BRIDGE SHALL SIGNATION SOLUCION SEAL AND PANIT BRIDGE SHALL OF SOLUCION SPECULOMINES SOLUCION SPECIAL CONFINITION SECTION # 57, #53, MOV give OF THE STATE SHALLOWING SPECIAL CONFINITION SECTION # 57.

MANUNE AND LATERAL CLEMOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH EARD NOTIL SHALL BE CONSTRUCTED IN ACCORDANCE WITH EARD NOTIL SHALL BE CHACKED ON LOCAL ILLEROAL MASSES OF THE PRACED ON LOCAL ILLEROAL MASSES OF THE PROPERTY OF THE WASSES OF THE SHALL BE COMMINISTED AND APPROVED BY BRALLING AND SHAFT LESTANDARD.

22. TESTING PIPELINES PER LATEST EDITION GREEN BOOK, SECTION 306-1.4.



NDEX OF SHEETS

INDEX MAP

SEWER IMPROVEMENT PLAY TRACT NO. 31462-22

TITLE SHEET VICINITY MAP - GENERAL NOTES

OF 5 SHEETS

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT Beaumy Beaumy DEL (MS) 769-8520 FIX (MS) 7 Approved By: City Engineer/Director of Public Works

No. 45920 Dp. 12/31/20







