

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. 31462-21

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 # 31462-21 ("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 FAIrway Conyon LLC
Date 7/14/2025 Signatory
Address: 2392 Morse Avenue Irvine, CA 92614

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.

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

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/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.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	**********************************
WITNESS my hand and official seal.	SUSAN E. MORALES COMM. # 2279182 NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY My Comm. Expires March 28, 2023
Notary Public Signature (No	otary Public Seal)
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from
SDC Fairway Canyon, LLC	other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
Number of Pages Document Date	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other Authorized Signatory	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they₇, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a
	corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

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

Basic Gov (Sales Force) #

Intract Sewer

EXHIBIT "A"

Bond No.: 1001124453 Premium: \$3,488.00/2 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 enter	ered into
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plo	
dated July 14th, 2029 whereby Principal agrees to install and complete certain desig	nated
public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462	<u>2-21</u>
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 Two Hundred Thirty-Two Thousand Five* dollars (\$ 232,512.75) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents. *Hundred Twelve & 75/100ths

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 $\underline{\text{July 14}}$, $20\underline{20}$.

(Seal)	(Seal)
American Contractors Indemnity Company SURETY	SDC Fairway Canyon, LLC PRINCIPAL
By:	By: Otu
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.
	11 VII.16, OA 92014

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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	₂ }
On July 14, 2020 before me, _	Susan E. Morales, Notary Public (Here insert name and title of the officer)
personally appeared Dale Strickland who proved to me on the basis of satisf	actory evidence to be the person (s) whose
name(s) is/are subscribed to the within he/she/they executed the same in his/h	instrument and acknowledged to me that er/their authorized capacity(ies), and that by
which the person(s) acted, executed the	ent the person (s) , or the entity upon behalf of e instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.	SUSAN E. MORALES COMM. # 2279182
Susan E. Morales	NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY My Comm. Expires March 28, 2023
Notary Public Signature (No	otary Public Seal)
ADDITIONAL ODTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM
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. 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.
(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.
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Number of Pages Document Date	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER	notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
☐ Individual (s)	he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
☐ Corporate Officer	The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a
(Title)	sufficient area permits, otherwise complete a different acknowledgment form.
☐ Partner(s)	 Signature of the notary public must match the signature on file with the office of the county clerk.
☐ Attorney-in-Fact	❖ Additional information is not required but could help to ensure this
☐ Trustee(s) ☐ Other Authorized Signatory	acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.
☑ Other_Authorized Signatory	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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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 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	Y under the laws of the State of California that rrect. SUSAN E. MORALES
WITNESS my hand and official seal.	COMM. # 2279182 Z
Susan & Mondes Notary Public Signature (N	ORANGE COUNTY My Comm. Expires March 28, 2023
Notary i ubile digitatore (iii	iotaly 1 doile octal)
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☐ Partner(s)	the county clerk.
✓ 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).

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Revised Form

Intract Sewer

Bond No.: 1001124453

Premium included with
the Performance Bond

EXHIBIT "B" PAYMENT BOND

WHEREAS, the City Council 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 Improv	vements For Tract Map Or Parcel Map Or Plot Plan, 31462-21 Principal agrees to install and complete certain designated
dated $JUJY / Y^{T}$, 2029 whereby	Principal agrees to install and complete certain designated
public improvements which is hereby incorpora	ated 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 Two Hundred Thirty-Two 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 Five Hundred Twelve & 75/100 (\$232,512.75)

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 $\underline{\text{July } 14}$, $\underline{20}$ $\underline{20}$.

(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	Ву:
Los Angeles, CA 90017	Name:
	Title:
	Address: 2392 Morse Ave.
	Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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.

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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)
personally appeared Dale Strickland	,
who proved to me on the basis of satis 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 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	Y under the laws of the State of California that rrect.
WITNESS my hand and official seal.	SUSAN E. MORALES COMM. # 2279182 NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY My Comm. Expires March 28, 2023
Notary Public Signature (N	lotary Public Seal)
ADDITIONAL OPTIONAL INFORMAT	ION 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. Acknolwedgents 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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☐ Trustee(s) ☐ Other Authorized Signatory	Indicate title or type of attached document, number of pages and date.
<u> </u>	Indicate the capacity claimed by the signer. If the claimed capacity is a

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State of California	}
County of Orange	₄ }
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/h	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 e instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal. Susan d. Moscos Notary Public Signature (N	SUSAN E. MORALES COMM. # 2279182 NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY My Comm. Expires March 28, 2023 otary Public Seal)
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DESCRIPTION OF THE ATTACHED DOCUMENT	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
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 document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
Number of Pages Document Date	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER	notarization. • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
☐ Individual (s)	he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
☐ Corporate Officer	 The notary seal impression must be clear and photographically reproducible.
(Title)	Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
☐ Partner(s)	 Signature of the notary public must match the signature on file with the office of the county clerk.
☑ Attorney-in-Fact	Additional information is not required but could help to ensure this
☐ Trustee(s)	acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.
Other	Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

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

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



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*****

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

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

(***75,000,000.00****). This Power of Attorney shall expire without further action on April 237, 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-Eact 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 or 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

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

State of California

County of Los Angeles

CONCRETE TO STATE OF THE PARTY OF THE PARTY

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 of 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
Notery Public - California
Los Angeles County
Commission # 2219479
My-Comm_Expless Apr 21 2011

I. 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

Corporate Seals Bond No.

1001124453

Agency No. 16590

NCORPORATED SEPT. 23, 1696





Kio Lo, Assistant Secretary

VICINITY MAP

SEWER NOTES

APPLICANT/SUBDIVIDER:

ARGENT MANAGEMENT 2692 MORSE AVENUE FRANCE, CA 26614 OFFICE: (94) 241–3403 CONTACT: CHERRIC THOMPSON

ABBREVIATIONS

SEWER LATERAL CALLOUT 10+35.22 ELEVATION TYPICAL TOP OF PIPE BOTTOM OF PIPE WATER SEMER

PROPOSED 8" & 10" SENER MAUN PROPOSED WITER BY OTHERS PROPOSED 8" MATER PROPOSED MATER SERVICE PROPOSED BACKNATER VALVE PAO ELEMTION EXISTING ELEMTION SEMER MANHOLE (B.P.) PROPO "INE" STATION @ MAW — FOEND PE=2367.1 (2367.1) 0

DECLARATION OF ENGINEER OF RECORD

CONSTRUCTION NOTE REFERENCE

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08/14/20 DATE RCE 45920

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

- THE POSTERICE AND LICENSON OF ANY UNMERGENEOUS OF TRANSPORTED FOR SERVICE OF THE TRANSPORT OF THE TRANSPORT OF THE ANY OF THE THAN OF THE TRANSPORT OF THIS SERVICE THESE AND OF THE THE ANY OF THE TRANSPORT OF THE THAN OF THE CONTRICTORS OF THE TRANSPORT OF THE
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
- QUANTITES SHOWN HEREON ARE PROVIDED FOR BUDDING PURPOSES ONLY, CONTRACTOR SAMI. BE RESPONSIBLE FOR VERYTING ALL QUANTITIES PRIOR TO BUDDING FOR CONSTRUCTION.

TR 31462-22

THE PRINTE ENGNETS SIGNING THESE PLANS IS RESPONSIBLE FOR ASSUMING THE ADDIDACT ACCORDANCES ANSWER ATTENDED ON ASSESSMENTED AND ASSOCIATION THE PRINTE ENWINEST SHALL BE SESSMENTED FOR RETERMING AN ASSESTABLE SOLUTION AND RETISMO THE PAINTS HAVE BE ADDIDATED FOR ASSOCIATION AND RETISMO THE PAINTS FOR APPROVING BY THE CONTRACTION AND RETISMO THE PAINTS FOR APPROVING BY THE SOLUTION AND RETISMO THE PAINTS FOR APPROVING BY THE PAINTS FOR APPROVING FO

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13.

- MANOLES SHUL BE CONSTRUCTED IN ACCORDANCE WITH ELMIN STD. 58-55. SERTE MANN WE LIND THROUGH THE MANNALES AND USED AS A FORM FOR THE INNEST. COST RAYS SHULL BE USED FOR MANNALE CORERS AND SHULL HITE A 12" COMERNIC RING. JAINE CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEALMANT'S STANDARDS AND SPECIFICATIONS AND EISTERN MANISPAL MATER DISTRICT'S (EMMS) GUIVELINES. GRANTY SENER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).
- PRINT TO CONSTRICTION OF STREET, CONTROLOTORS WALL DEPOSE DISTING STREET. AND HERD-YTTS EDSTRING LEARNING, WRETER CONNECTION TO DESTRING MARHAGES. AND MELECONNECTION TO DESTRING MARKET EAST. OF ALTERNATIONS SHALL BE MADE. TO DESTRIE MARKET EAST. OF STREET AS SPECIFICALLY AUTHORISED BY THE COTT OF BESAURONI.
 - IMERE A NEW MLET MOST BE CONSTRUCTED IN AN EXISTING MANNOLE, THE ELEMINON OF THE WLET SHALL BE SUCH THAT ITS CHOWN SHALL BE LERELED WITH THE CHOWN OF THE OUTLET PIPE, AT THERP PROJECTIONS TO THE MANNOLL CONTENINE.
 - ALL SEMER MLETS AT THE MANNOLE SHALL BE SUCH THAT ITS CROWN SHALL LIKEL WITH THE CROWN OF THE OUTLET PAPE, AT THERR PROJECTION TO THE MANNOLE CONTEMINE.
 - THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY MACUE. WORKING IN A CONTRACT AIR SPACE, CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 106, TITLE 8 OLLFORMA ADMINISTRATION CODE.
 - PROVICE BACKBUTER VALVES INVERE UPSTREJA JAMHOLE RIM IS HIGHER TIMON PHO ELEMITON.
- PROVIDE APPROPRIATE MANNING TAPE AT TOP OF THE PIPE CENTERINE ON TOP OF PIPE BEDDING. SCHER LATERAL SHALL BE TIME "A" PER DETAL SHOWN HEREON, UNLESS OTHERWISE NOTED OR DETALED ON PLANS.
- DESCRIPTORS WITH HER GENTENANCY COST, FORGERIC POR GENTEN TREMENIE, GENTELING AND COST, COMPATION COST, LITTLY TREMES THINN SECRETARIS AND COST, COMPATION COST, THE HERS AT LEGS THE RESERVED AND COST, COST, COST, AND PARCED DOUGH.
- UNDY TREINY BROTH, PRE PLAN PROTICE, EMBY SIZ 58-158 AND LATEST GREEN BOX SECTION ONE OFFICE STREEN WAS AND A SECTION OF THE S

TRACT NO. 31462-21

CITY OF BEAUMONT, CALIFORNIA SEWER IMPROVEMENT PLANS

IT SHALL BY RESPONSIBILITY OF THE DEPENDENCY OF EXHILDER CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORSES, OTH OF BESTURION FOR AN PROGRAMMEN WITH FOR ALL WORK PERFORMED WITHIN PUBLIC PRINT FOR ALL WORK PERFORMED WITHIN PUBLIC PRINTS. IT SHILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTILL AND WITHIN MEMORY CONSTRUCTION REGISLATOR COURTS AND TO PRODUCE SHE PACKAGE THOSP MEMORY SHAROMANICS AND TO PRODUCE SHE PACKAGE TO THE FINAL COMPLETION AND ACCEPTANCE.

GENERAL NOTES

- TOR SENER MANS IS MOST IN DAMETER AND SAULTER AT DEPTIC BETWEEN 15
 AND 21 TEAT FROM PRINCES SERREET IN FET OF OF THE PET HANDER CLASS
 OF BEDING ON STRANGER PRE OR BOTH CAN BE COST, OTHERWISE PROVIDE AS SOLD SENERAL SERVINIES. TO SUBSIMINIE THE USE OF PROSIN 19 SENERAL SERVER PRE-
- WAR PROTOTO THE SERSE WAS USED THE THE SERVICE RESON FLOW WAS THE THE SERVICE RESON FLOW WHITE THE THE SERVICE RESON FLOW WHITE THE SERVICE RESON FLOW WITH THE SERVICE RESON FLOW WITH THE SERVICE WAS USED THE SERVICE WAS USED TO WARRING WAS USED WAS USED TO WARRING WAS USANT WAS USANT

CONSTRUCTION PROJECTS THAT DISTURBE MORE THAN ONE LOSE MIST OBTINA A WITHOUT CONTLINANT EXCENDED STEAD WRONG THE WORLD STEAD WRONG THE THE WOR

ALL WORK SWILL CONFORM TO THE LATEST EDITON OF COUNTY OF MYERSUDE THANSORPHINON EDPHATIBATION (PICTO) FACO MARPORATENT STANDARDS AND SPECIFICATIONS, COUNTY ORINWINGE 461 AND SUBSECUENT AMENDATORS.

THE CONTRICTOR SHILL BE RESPONSIBLE FOR THE CLEARNG OF THE PROPOSED WINN AREA AND RECOURTN GOOT OF ALL EXSTING UTLITES. PERMITTEE MOST MOVEM CITY OF CONSTRUCTON SOMEDLILE AT LESST 48 HOURS PROOF TO BECOMMING OF CONSTRUCTOR AT (951) 789-8220. ALL EXISTING SUMPLY MONUMENTS SHALL BE PROTECTED IN PLACE OR PROCEEDING PROFESSIONAL LAND SUMPETOR PRIOR TO CONFIDENCIAL DATA SUMPETOR DAMPSTON.

VERTICAL AND HORIZONTAL SEPARATION OF LATERALS OR SERVER MAIN FROM MATER OR RECYCLE MITH CALIFORNIA HEALTH DEPARTAKENT.

GENERAL DENINGS

RESERVE COUNT PROSPORTION DEPRINGS, PRID; DEDININGS, UTSS.

2. STRE OF CAUSTY, REMAINING OF TRANSPORTION, STAUGHT PLANS, LITEST, ENTRY OF TRANSPORTION, STAUGHT PLANS, LITEST, ENTRY STANGARD DENINGS.

THE CITY RESERVE THE RICHTS TO RECUMED REVISION OF THE APPROVED PLANS TO CONFIDENT WITH CURPERT STANDARDS AND TO POST A NEW BOND IS CONSTRUCTION HIS NOT COMMENCED WITHIN TWO YEARS AFTER PLANTS WERE APPROVED.

DEFELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED MAPPONEURINS CONFORM TO THE APPROVED PLAN SPECIFICATIONS AND THE OFFICIAL STANDARDS, INVERE DEVALION EXISTS, DEFELOPER SHALL PROPOSED COMPRETINE, MESSIRES FOR REVIEW AND APPROVIDE THE THE COT THE CONTRACTOR SHALL BENK FLL CYTOP THE CORRECTION OF BENG AND REPUBLISHED TO STEETINE WORK AND LLL FORDINGUE MESCH ON MILLIAM COSTS THE CITY MAY MICH ON ACCOUNT OF DIFFERENCE MEN-INCLIAM OF THE COSTS OF ADDITIONAL ADMINISTRATIC BREEZSONAL CONSULANT, INSPECTION, TESTING AND OTHER SERVICES.

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

- WHEN SENER LINE CROSS OTHER UTLITES, STORM DRAINS, OR OTHER DROCKIECTORS, THE UTLITES, STORM SHOULD BE SHOWN TO NUCKHETHE MAILABLE CLEARMICSS. MANNOLES OF DEPTH MORE THAN 12 FEET FROM FANSH STREET GRADE TO SENER PIPE SHELF SHALL BE A MINIMUM 60" IN DAMETER AND SHALL BE CONSTRUCTED FER EMIND STD, SB-53.
- MUNICAES OF ORDER MORE THAN 12 FEET FROM THICKN STREET GROVE TO STREET PROFILE STATE STATE OF THE BASE AND ALL REALINANCE STREETS CHONGETS SHALL BE CONTED BITM AN APPROVED PREVENTIVE CONTINUE, THE JAMINE AND COMPAN SHALL BE THEE HOW DEFECTS. WHELS ON STREETS PRESENTANTED.
- MANOLE SPACING THE MANAUM DISTANCE RETINEERI MAIN-DESS CPR PIPE IS NOVERE TO NOVERE TO NOVERE THE OWN OF STATE THAN BE AND NOVERE AND OWNER AND OWNER SOON TEST, MANOLESS AND TEST, THE MONOMEN AND HIGH OFFICE THE MANOLESS THAN 500 TEST, THE MANOLES SPACING TEST, THE TEST, THE MANOLES SPACING TEST, THE TEST, THE TEST, THE TEST,

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ALL MANMOLES, SURVEY MARKERS AND VALVES SHALL BE ADJUSTED TO GRADE. BY THE CONTRACTOR AFTER COMPLETION OF THE OVERLAY.

ALL UNDERGROUND FACULTIES WITH LATERALS, SHALL BE, IN PLACE PRIOR TO PARK FOLLOWING: SET IN TARREST OF THE FOLLOWING: SET WITH MITTER, STORM DRAWS AND COMMUNICATION LINES.

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CONSTRUCTION NOTES

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- MANNEN, ALO JATERA CIRRATORS SHALL SE CONSTRUCTOR IN ACCROMINENT WIN LAWN STR. SE-22. CLANOLI PPE MOST SET PIE SHE DUEDE AND MATERAL SE ANN STRET IN EL CLEAGUS SHALL SE PACED ON EICH LITERA MISSE PAR SHETT EEPHERIEN.
 - TESTING PIPELINES PER LATEST EDITION GREEN BOOK, SECTION 306-1.4.
- IN NO CLSE SHALL THE SEWER SYSTEM BE ENTERED UNTIL ALL TESTING. CLEANING MAD FINAL UNSPECTION IS COMPETED. OR FLUSHING WITER OR DEBRI SHALL BE ALLONED TO ENTER THE ENSTING SYSTEM.

-0.25' AC,/0.50' AB COUNT OF PRESCRE ANNUARD NO 200 SERIAL FOR COUNT OF PRESCRE SERIAL FOR COUNT OF PRESCRE SERIAL FOR COUNT OF PRESCRE SERIAL FOR COUNT OF THE COUNT OF TYPICAL 50' SECTION

SHEET 4

SHEET 3

WORK TO BE DONE

NDEX OF SHEETS

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SHEET 2

T OF THE FOLLOWING WORK TO BE DONE ACCORDING STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

SPICATIONS FOR PUBLIC CONSTRUCTION "OREEN BOOK" (MOST CURREN PPIED MERSON), ON UNIFORM TRAFFIC CONTROL DEVICES, "MUTCO" (MOST CURRENT CITY

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- GLIMORE DRINE (10+00.00 TO 12+70.00)
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WEISH PLACE (10+06.00 TO 11+01.17)
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Date:	Date: 09/11/2020	PARTMENT sect. 6th st REL (961) 769-6520 FAX: (961) 769-6528

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INDEX MAP

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CHECKED BY:	PEC	SCALE:	AS NOTED	DATE:	08/14/20	JOB NUMBER:	06.002.000

Reviewed By:	Recommended for Approval E	Approved By:	CITY OF BEAU
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Date:	Date: 09/11/2020		ARTMENT SSCE, 6th	December of the sale
for Approval By:	Administrative Engineer	Oity Engineer/Director of Public Borks	IT, PUBLIC WORKS DEP	ENGINEERING DIVISION
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SEMEN IMPROVEMENT PLANS TRACT NO. 31462-21 TILE SHEET WOINITY MAP - GENERAL NOTES

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