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

(4th Street and Storm Drains Improvements – Phase II)

THIS SECURITY AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and MPLD'II INLAND EMPIRE, LLC, a Delaware limited liability company ("DEVELOPER").

#### RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to that certain Tract Map/Parcel Map/Plot Plan entitled 36426/Plot Plan #PP2018-0134 "4th Street Improvements" (the "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 grading, paving, curbs, gutters, sidewalks, street lights, storm drains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, as shown on the Map and described in the conditions of approval of the Map, including any required 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 on or before the date which is one (1) year following the Effective Date, as defined below, subject to extension for any periods in which DEVELOPER is reasonably delayed by circumstances beyond the control of DEVELOPER by reason of (i) fire, earthquake, explosion, flood, hurricane, the elements, governmental regulation of the sale of materials or supplies or the transportation thereof, , war, invasion insurrection, rebellion, riots, strikes or lockouts, or inability

to obtain necessary materials, goods, equipment, services, utilities or labor; or (ii) for any delays in the issuance of any applicable permits, which delays are not caused in whole or in part by any act or omission by DEVELOPER or its agents or contractors. As a condition of any such extension, DEVELOPER will provide written notice to City within 30 days of the occurrence of the event along with the actual or estimated period of delay.

- 2. <u>Inspection by the CITY</u>. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements in accordance with <u>paragraph 9.(b)</u> below.
- 3. <u>Compliance with Plans and Specifications.</u> The Improvements shall be constructed and installed in strict accordance with plans and specification to be submitted to the CITY for review and approved by the CITY (the "Approved Plans") prior to DEVELOPER'S commencement of the construction of the Improvements, such approval not to be unreasonably withheld, conditioned or delayed, and such approval to be granted or denied (any such denial to be accompanied with a reasonably detailed description of the reason(s) therefore) within sixty (60) days following DEVELOPER'S submission of such plans and specifications to the CITY for review. Nothing in this Section 3 shall limit the legal authority and power of the City to grant or deny approval of the plans and specifications. If City denies any plans or specifications DEVELOPER shall resubmit the same within sixty (60) days and the time periods above shall recommence.
- 4. Security for Performance. Prior to commencing construction of the Improvements, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

- 6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$1,000,000.00 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, cause its general contractor to obtain Worker's Compensation Insurance in an amount required by law.
- 7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commercing 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 \$1,000,000 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.
- 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 except as provided below, arising out of or in any way attributable to DEVELOPER'S construction or maintenance of the Improvements and/or this Agreement; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable to the extent the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.
- 9. <u>Procedure for Release of Performance Bond Security.</u> The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:
  - a. Security shall be released upon Final Completion (defined below) 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 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 (the "Security Notice") sent by certified mail to the DEVELOPER and to the Surety within 30 days following Final Completion of the Improvements. The Security 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 construction of the Improvements has been completed in accordance with the Approved Plans, the DEVELOPER shall notify the CITY in writing (the "Completion Notice") of the completed work, including a description of the work completed. Upon receipt of the Completion Notice, the CITY shall have 30 days to review and provide DEVELOPER with written notice either (i) accepting the Improvements and enclosing a release of any remaining payment and/or performance security (the "Approval Notice") or (ii) providing a list of all remaining work to be completed in order for the Improvements to comply with the Approved Plans (a "Disapproval Notice"). Within 45 days of receipt of a Disapproval Notice, the DEVELOPER shall cause the remaining work listed in the Disapproval Notice (to the extent such work is included in the Approved Plans) to be performed and shall submit to the CITY a new Completion Notice. The above-described process shall be repeated until the DEVELOPER has completed the Improvements in accordance with the plans and specifications and the CITY has provided DEVELOPER with the Approval Notice, following which DEVELOPER shall be deemed to have achieved "Final Completion" of the Improvements.
- 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 shall, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced 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 shall be promptly released in full.
- 11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to the required guarantee and warranty period under Government Code Section 66499.9 nor to the amount of the performance bond security deemed necessary by the CITY in its reasonable discretion for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorney's fees. Following the expiration of the one (1)-year warranty period and if no claims have been recorded the warranty bond shall be released in full.
- 12. <u>Waiver of Consequential Damages</u>. Notwithstanding any term or condition in this Security Agreement, neither party shall be liable to the other for incidental, lost profits, consequential, reliance, special, punitive, exemplary, or indirect damages arising out of this Security Agreement, whether by reason of contract, indemnity, strict liability, negligence, breach of warranty or from breach of this Agreement, and regardless of whether the parties knew of the possibility that such damages could result. Each party hereby releases the other party from such

### claims.

- 13. <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.
- 14. <u>Authority to Execute.</u> 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.
- 15. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.
- 16. <u>Attorneys' Fees.</u> 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 out-of-pocket costs of suit.
- 17. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties hat, 2020 (the "Effective Date")	we caused this Agreement to be executed as of
CIT	<u>'Y</u> :
CIT	TY OF BEAUMONT
Ву	Mayor

### **DEVELOPER:**

# MPLD II INLAND EMPIRE, LLC,

a Delaware limited liability company

By: MPLD II REIT A,

a Texas real estate investment trust,

its sole member

Mas

Name: David Buck

Title: Executive Managing Director

JH

Date: March 27, 2020

Address:

9830 Colonnade Boulevard, Suite 600 San Antonio, TX 78230-2239

### **EXHIBIT "A"**

**Bond No. 107174930** 

### PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California (the "City"), and MPLD II Inland Empire, LLC, a Delaware limited liability company ("Principal") have entered into that certain Agreement To Provide Security For Improvements for Tract Map or Parcel Map or Plot Plan, dated \_\_\_\_\_\_\_, 2020 (the "Agreement"), whereby Principal has agreed to install and complete certain designated public improvements itemized and described on Tract Map/Parcel Map/Plot Plan entitled 36426/Plot Plan #PP2018-0134 "4th Street Improvements," as further described in the Agreement (the "Improvements"), which Agreement 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 the Agreement and construction of the Improvements pursuant to said Agreement.

NOW, THEREFORE, Principal and Travelers Casualty and Surety Company of America ("Surety") hereby agree as follows:

Principal and Surety are held and firmly bound unto the City, in the penal sum of One Million Six Hundred Eighty-One Thousand One Hundred Ninety Five dollars (\$1,681,195.00) lawful money of the United States, for the payment of which sum well and truly to be made, and Principal and Surety hereby bind themselves, their heirs, successors, executors and administrators, jointly and severally, firmly by these presents, subject to the terms, provisions and conditions set forth in the Agreement including, without limitation, any notice and cure periods and extensions of time for construction of the Improvements set forth therein.

The condition of this obligation is such that if the Principal, 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 Agreement and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, 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 until released and/or terminated as provided in the Agreement.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included out-of-pocket 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.

As per Government Code Section 66499.1, the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or 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.

[signature pages follow]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 17, 2020.

### PRINCIPAL:

# MPLD II INLAND EMPIRE, LLC,

a Delaware limited liability company

MPLD II REIT A, By:

a Texas real estate investment trust,

its sole member

By:

Name: Title:

Date:

### **SURETY:**

Travelers Casualty and Surety Company of America,

a Connecticut corporation

By: Name:

Title:

# **Acknowledgement Form**

State of TEXAS	
)s:	s.:
County of BEXAR	
On the 21th day of Mach	in the year before me, the undersigned notary
public, personally appeared Dowid	Buck , personally known to me or proved
to me on the basis of satisfactory	evidence to be the individual(s) whose name(s) is (are)
subscribed to the within instrument ar	nd acknowledged to me that he/she/they executed the same
in his/her/their capacity(ies), and that	by his/her/their signature(s) on the instrument, the
individual(s), or the person upon beha	alf of which the individual(s) acted, executed the
instrument.	
	Jone M. Fylle Notary Public
	TONI M. FISHER
	Notary Public, State of Texas My Comm. Exp. 09-23-2023
	60000000000000000000000000000000000000

#### **ACKNOWLEDGEMENT**

State of Arizona

**County of Maricopa** 

On 3/17/2020 before me personally appeared Jeremy Polk whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)

Notary Public State of Arizona
Maricopa County
Matthew Stanton Erra
My Commission Expires 03/09/2022
Commission Number 203332566

**Notary Signature** 

Matthew Stanton Erra Commission Expires March 9<sup>th</sup>, 2022



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jeremy Polk

of PHOENIX

Arizona , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.







State of Connecticut

City of Hartford ss.

By: Robert I. Raney Serior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Assistant Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th

day of March

2020







Kevin E. Hughes, Assistant Secretary

#### **EXHIBIT "B"**

Bond No. 107174930

#### PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California (the "City"), and MPLD II Inland Empire, LLC, a Delaware limited liability company (the "Principal") have entered into that certain Agreement To Provide Security For Improvements for Tract Map or Parcel Map or Plot Plan, dated \_\_\_\_\_\_\_, 2020 (the "Agreement"), whereby Principal has agreed to install and complete certain designated public improvements itemized and described on Tract Map/Parcel Map/Plot Plan entitled 36426/Plot Plan #PP2018-0134 "4th Street Improvements," (the "Improvements"), which Agreement is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and Travelers Casualty and Surety Company of America (the "Surety"), as corporate surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to Title 3 (commencing with Section 9000), et seq., of Part 6 of Division 4 of the Civil Code of the State of California in the sum of One Million Six Hundred Eighty One Thousand One Hundred Ninety Five and 00/100 dollars (\$1,681,195.00), for materials furnished or labor of any kind provided in connection with the construction of the Improvements, or for amounts due under the Unemployment Insurance Act with respect to the construction of the Improvements or labor provided in connection therewith, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth in accordance with all of the terms, provisions and conditions of the Agreement, and also in case suit is brought upon this Payment 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 any judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000), et seq., of Part 6 of Division 4 of the Civil Code of the State of California, 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.

[signature pages follow]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 17, 2020.

### PRINCIPAL:

# MPLD II INLAND EMPIRE, LLC,

a Delaware limited liability company

By:

MPLD II REIT A,

a Texas real estate investment trust,

its sole member

By:

Name:

Title:

Date:

### **SURETY:**

Travelers Casualty and Surety Company of America,

a Connecticut corporation

By: Name:

Jeromy Pol

Title:

Attorney-in Fact

# **Acknowledgement Form**

State of <u>Jexas</u>	)
,	)ss.:
County of Beyar	)
On the 37th day of Warch	in the year before me, the undersigned notary
public, personally appeared	nd Buck, personally known to me or proved
to me on the basis of satisfactory	y evidence to be the individual(s) whose name(s) is (are)
subscribed to the within instrument	and acknowledged to me that he/she/they executed the same
in his/her/their capacity(ies), and the	at by his/her/their signature(s) on the instrument, the
individual(s), or the person upon be	half of which the individual(s) acted, executed the
instrument.	
	TONI M. FISHER Notary Public, State ci Texas My Comm. Exp. 09-23-2023 ID No. 12875177-8

### **ACKNOWLEDGEMENT**

State of Arizona

**County of Maricopa** 

On 3/17/2020 before me personally appeared Jeremy Polk whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)

Notary Public State of Anzona Maricopa County Matthew Stanton Erra My Commission Expres 03/09/2022 Commission Number 203332568

**Notary Signature** 

Matthew Stanton Erra Commission Expires March 9<sup>th</sup>, 2022



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jeremy Polk

Of PHOENIX

Arizona , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017







State of Connecticut

City of Hartford ss.

By: Robert L. Ranev. Seffior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th

day of March

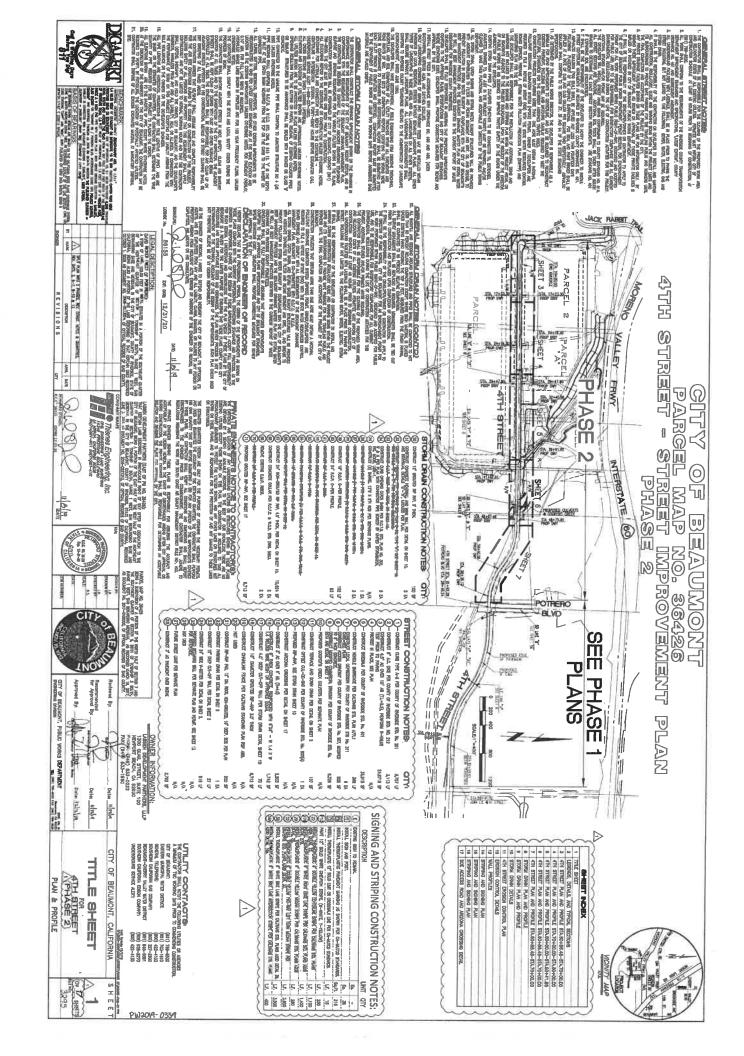
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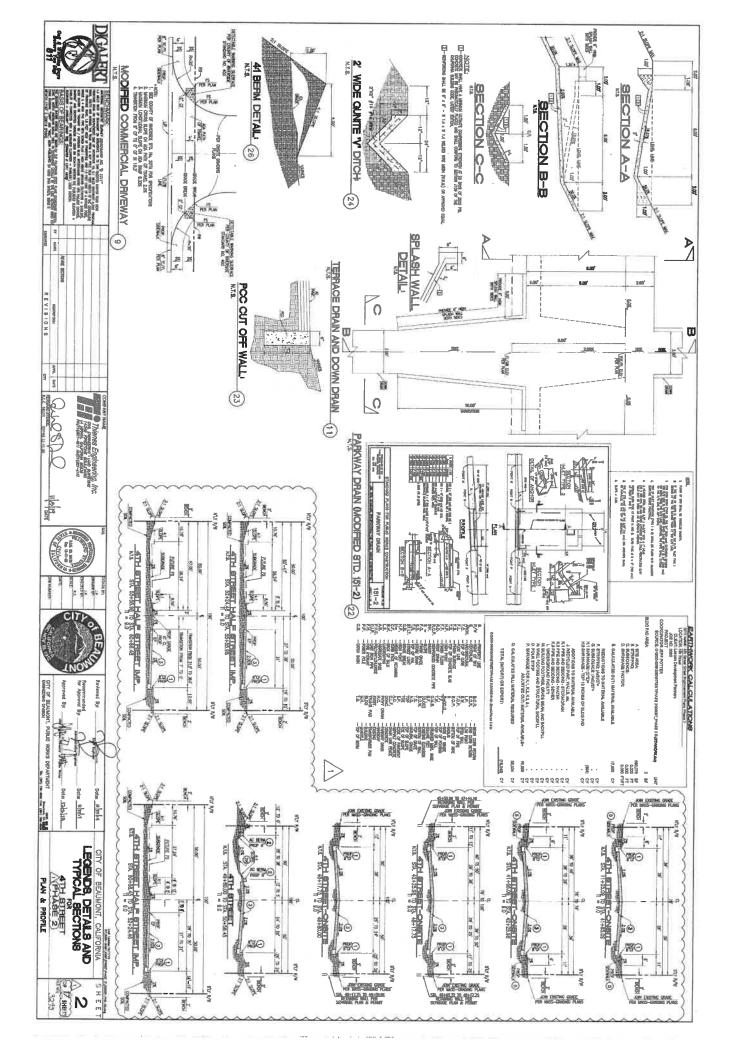


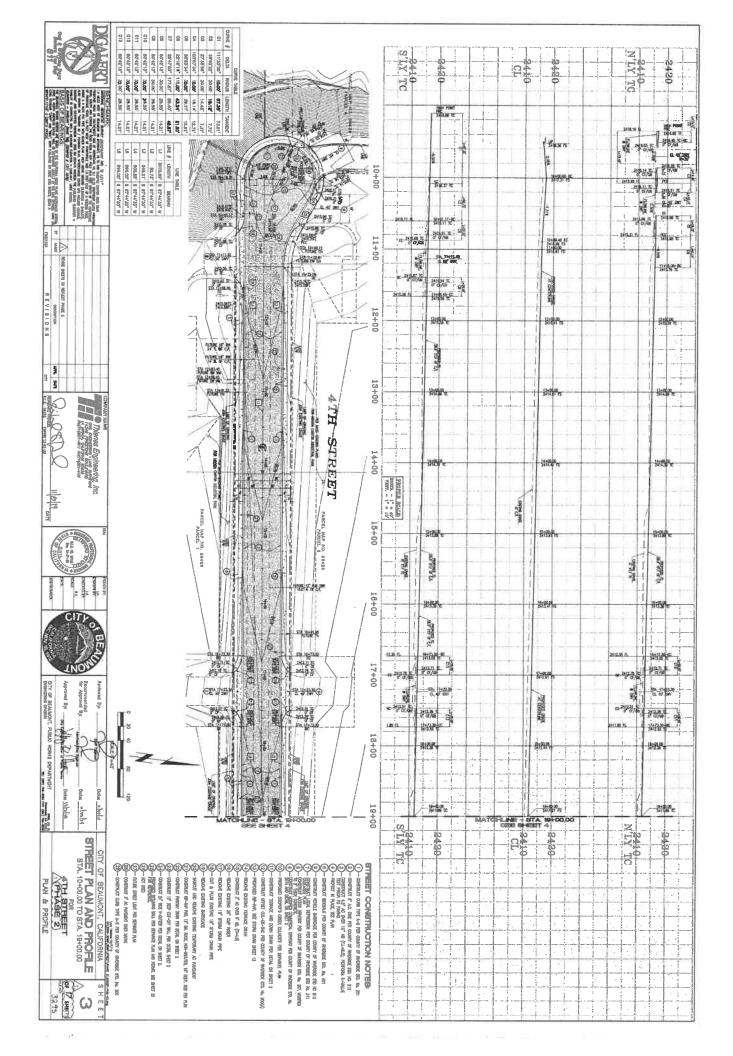


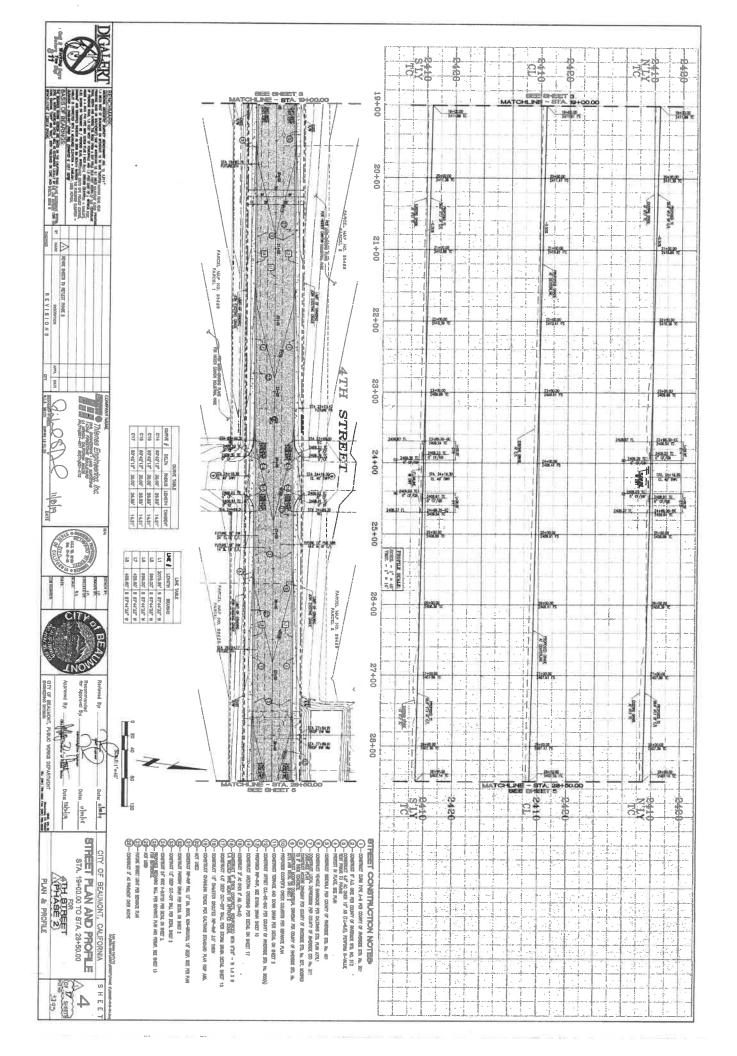


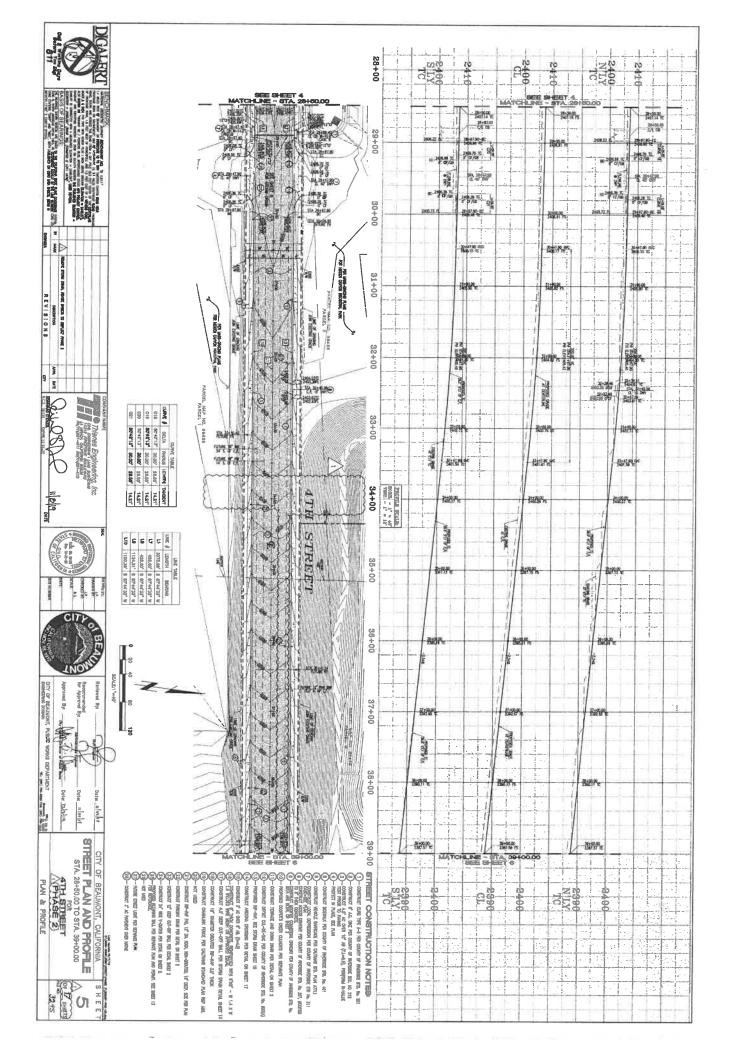
Kevin E. Hughes, Assistant Secretary

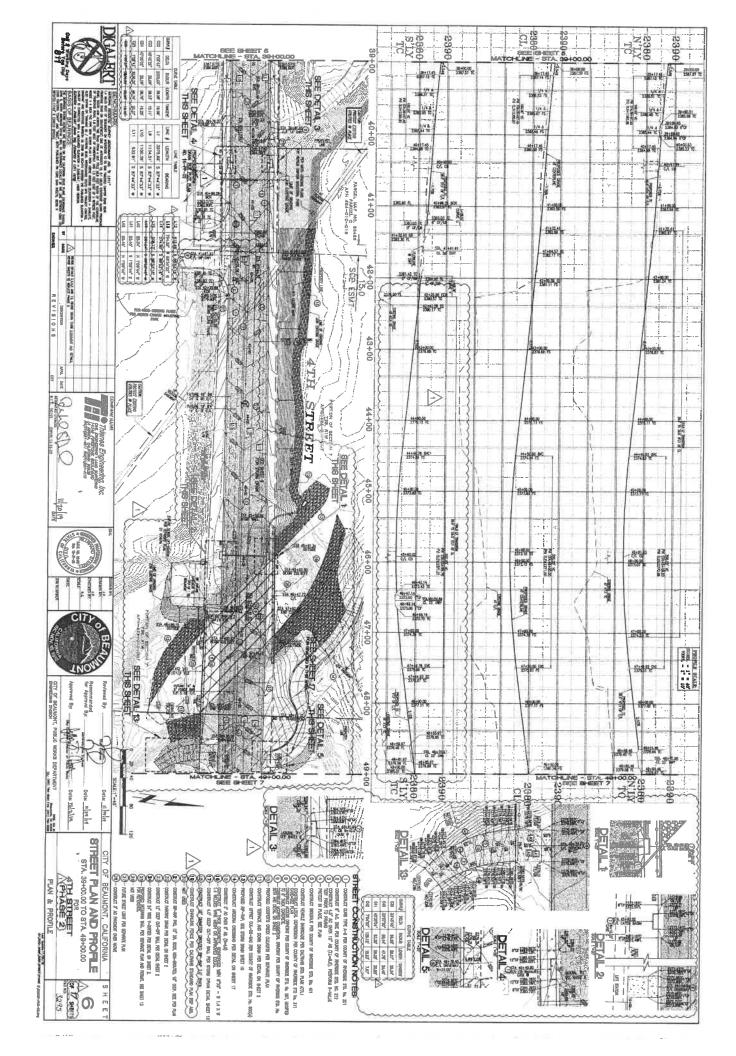


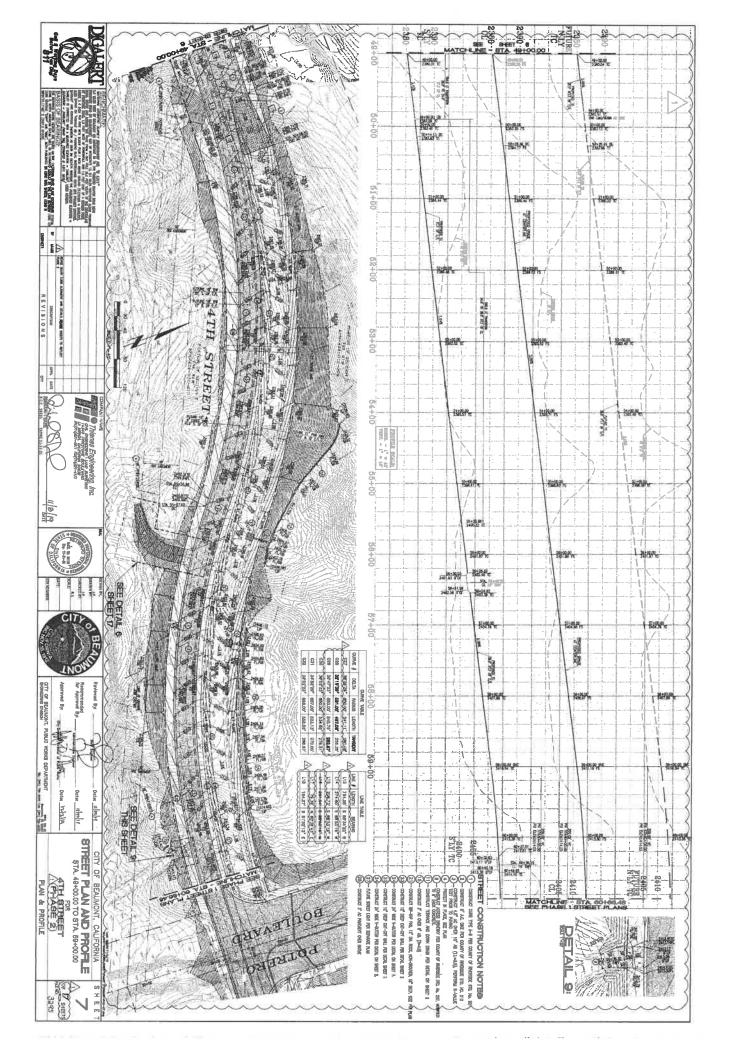


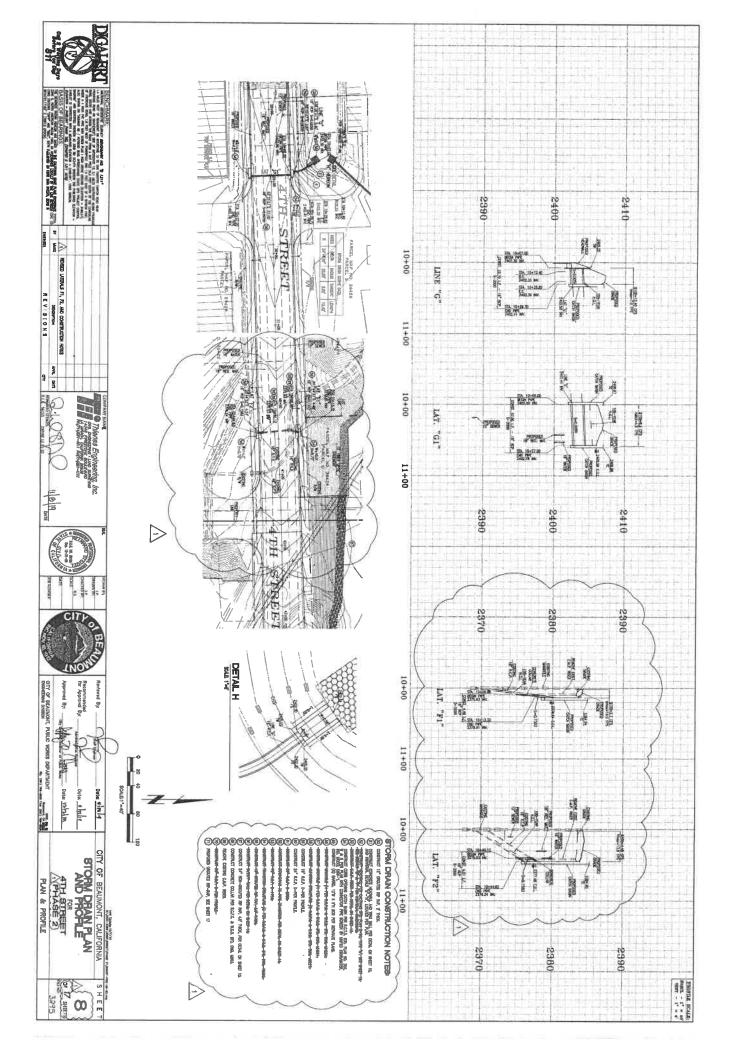


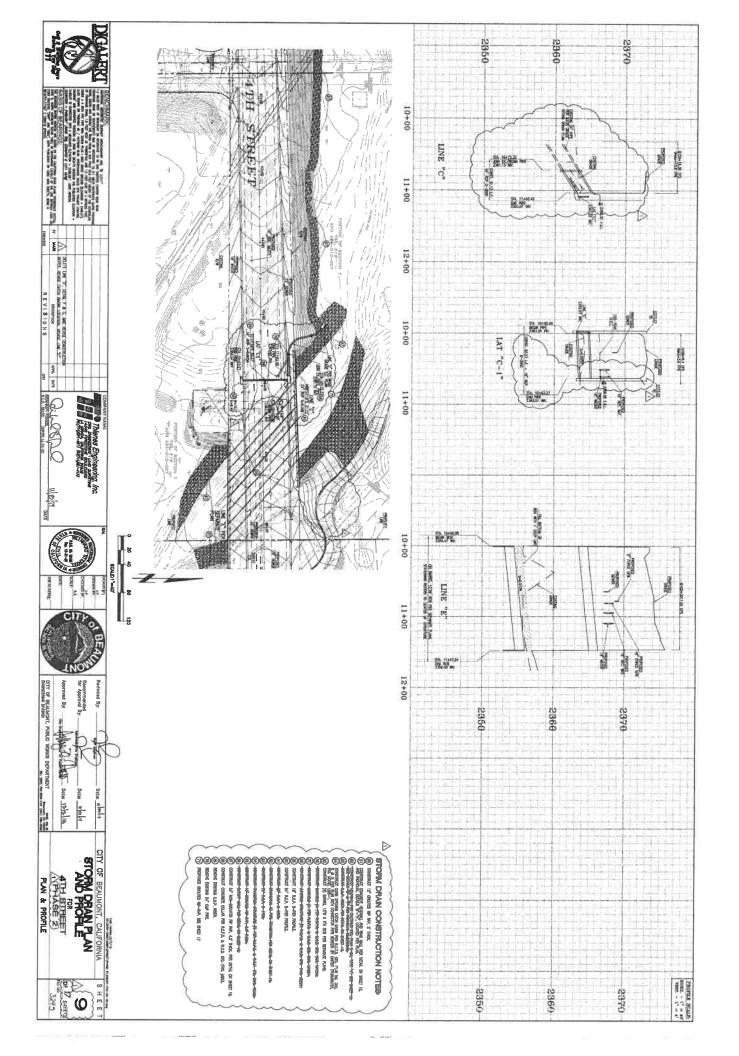


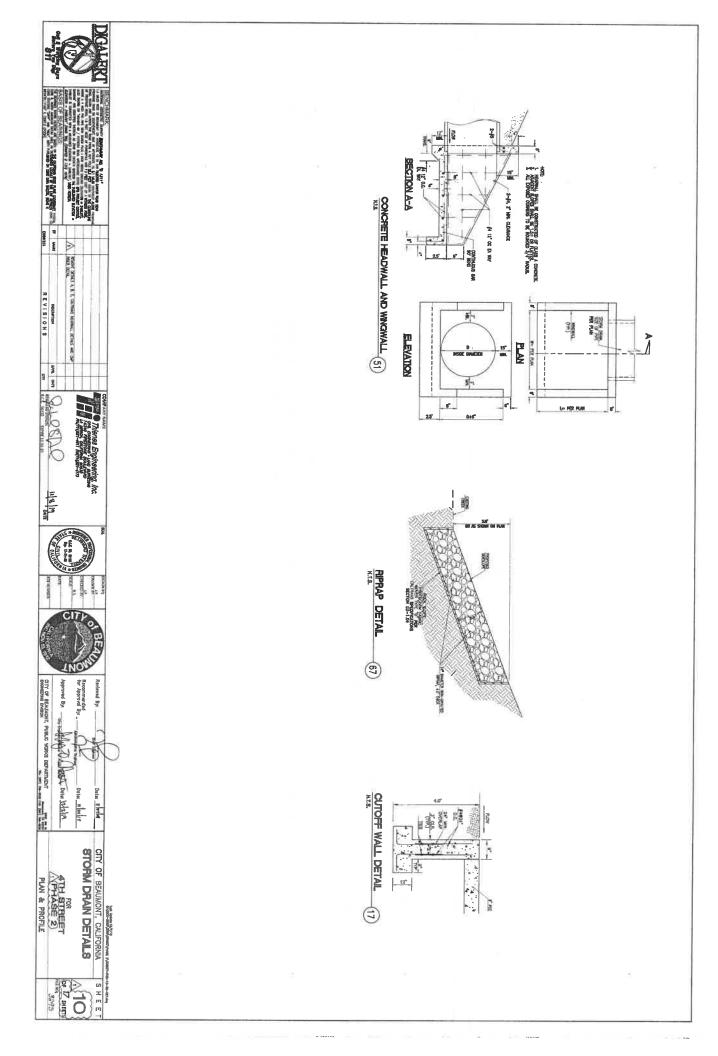


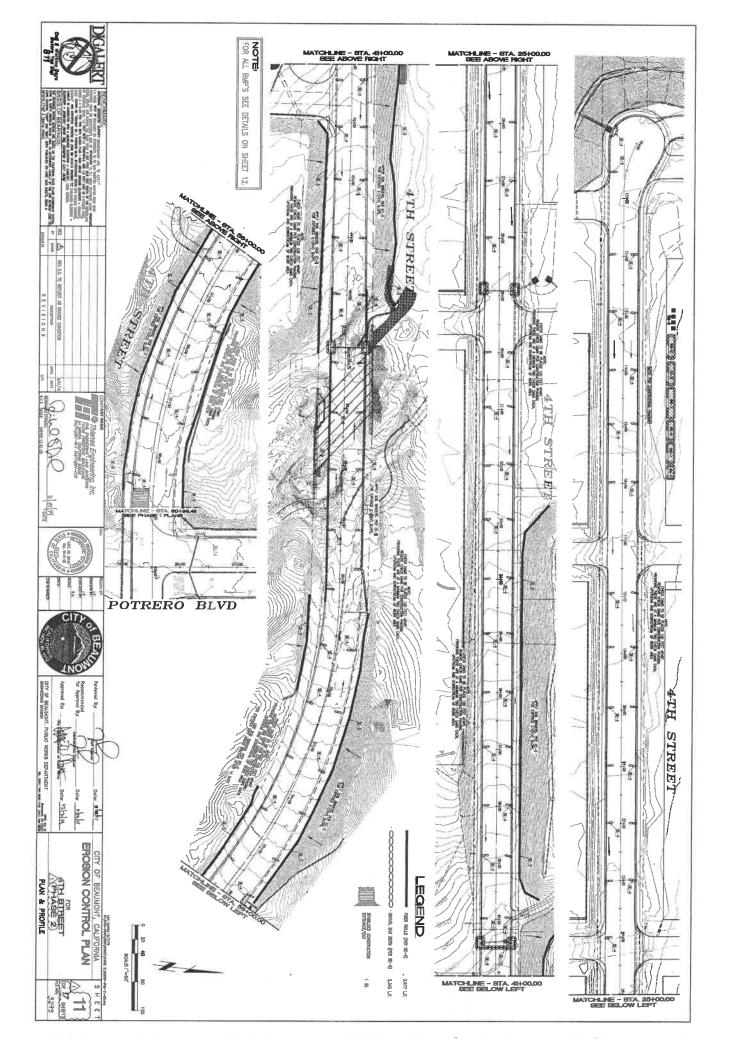


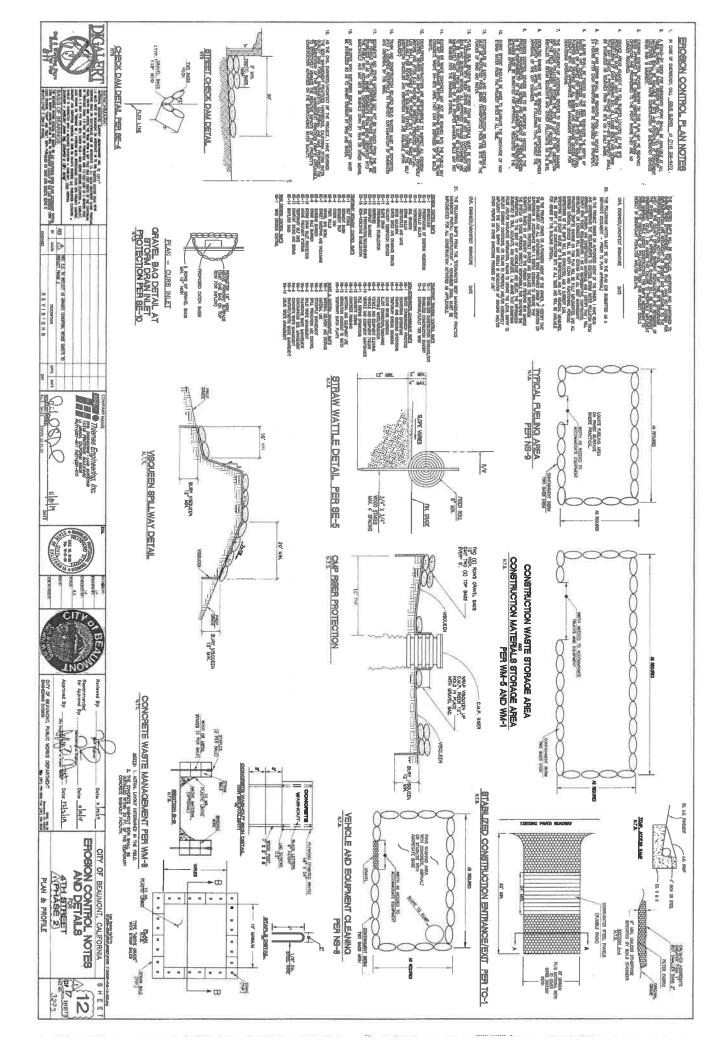


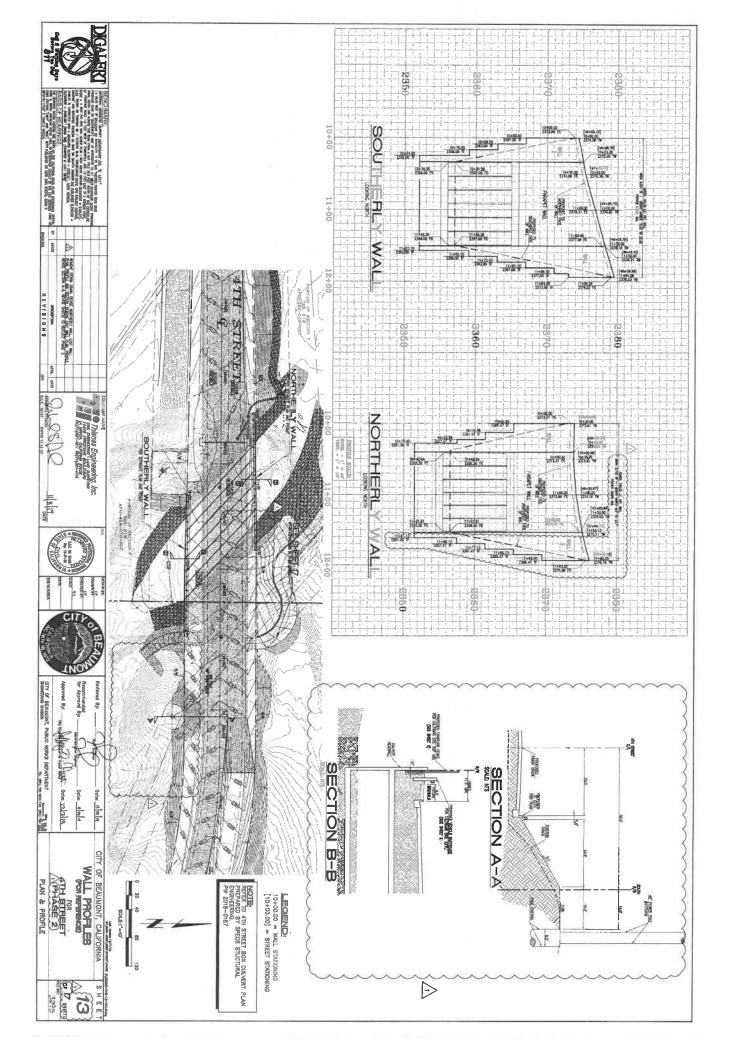


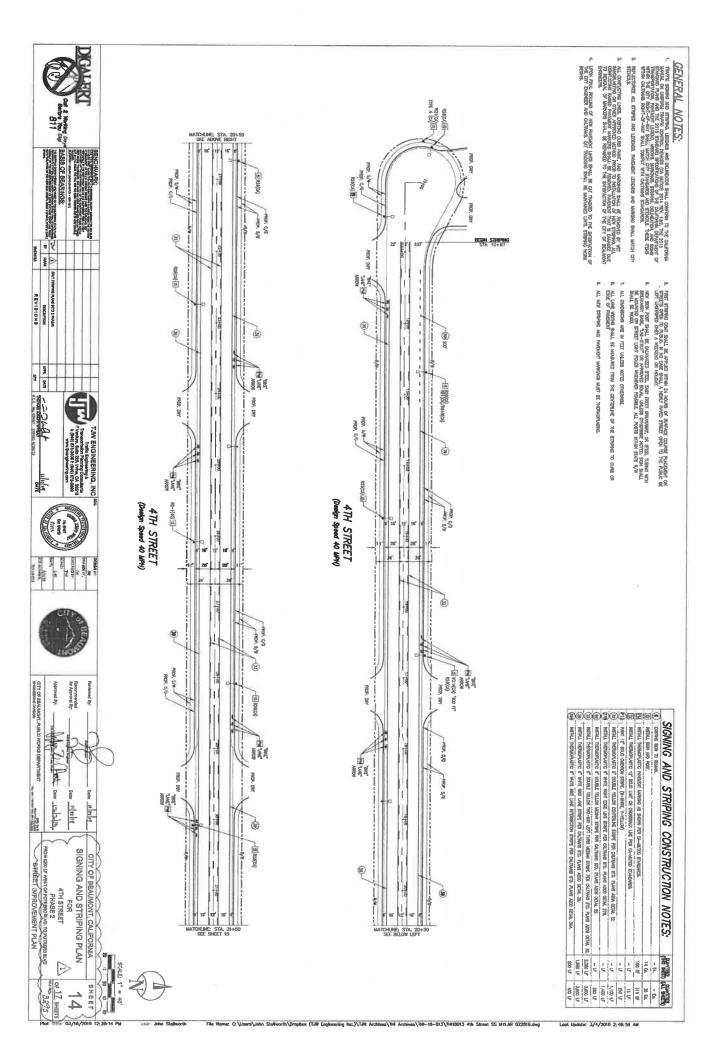












GENERAL NOTES:

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