

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as “City”), and EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an ARIZONA LIMITED LIABILITY COMPANY, (hereinafter referred to as “Subdivider”). City and Subdivider are sometimes referred to hereinafter individually as a “Party”, and collectively as the “Parties”.

RECITALS

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

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

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

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

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

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

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

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

1. Subdivider's Obligation to Construct Improvements.

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

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

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

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

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

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

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

2. Improvement Securities.

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

(i) _____ and 00/100 DOLLARS (\$XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

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

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

(iv) 5,000.00 and 00/100 Dollars (\$X,XXX.XX) in the form of a ^{SURETY} ~~cash~~ ~~deposit~~, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

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

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

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

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

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

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

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

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

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

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

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

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

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

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

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

7. Release of Improvement Securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Notice of Breach/Default of Subdivider.

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

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

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

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

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

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

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

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

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

11. Warranty.

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

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

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

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

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

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

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

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

17. **Indemnity/Hold Harmless.**

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

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

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

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

18. Sale or Disposition of Subdivision; Assignment.

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

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

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

20. Time for Completion of Improvements; Extensions.

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

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

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

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

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

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

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

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

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

24. Insurance.

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

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

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

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

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

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

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

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

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

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

(e) Required Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

29. Runs with the Land; Recordation.

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

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

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

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

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

Subdivider:

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C.,
an Arizona limited liability company
Evergreen Development Company-2019, L.L.C.,
Its: Manager
Evergreen Devco, Inc.,
Its: Manager

By: 
LAURA ORTIZ, PRESIDENT

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

John Pinkney, City Attorney

APPROVED AS TO CONTENT:

Jeff Hart, Dir. Of Engineering/Public

Works

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

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

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 28th day of MARCH, 2022, by Laura Ortiz, the President of Evergreen Devco, Inc., a California corporation, Manager of Evergreen Development Company-2019, L.L.C., an Arizona limited liability company, Manager of EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an Arizona limited liability company, on behalf said entities.

WITNESS my hand and official seal.

Peggy Doane
Notary Public

My Commission Expires:
June 6, 2022

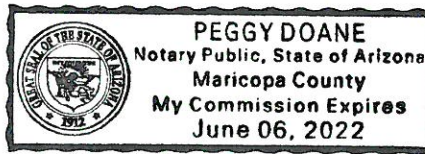


EXHIBIT A
LEGAL DESCRIPTION

The Land referred to herein below is situated in the City of Beaumont, County of Riverside, State of California, and is described as follows:

PARCEL 1 OF PARCEL MAP NO. 5570, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 34 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

Exhibit B

October 1, 2020

Consultant will perform the following services:

Mapping

Task 1 – Final Parcel Map

Kimley-Horn will prepare a Final Parcel Map depicting the subdivision of property such that the two retail pads are each in its own lot. The lots will be in general accordance with the Subdivision Map Act, City municipal code and the approved Tentative Parcel Map.

Kimley-Horn will prepare and submit the applications and respond to up to three rounds of review comments pertaining to the technical preparation of the map. Recordation at the County of Riverside or Tax Bond assistance is excluded but may be added as needed.

Task 2 – Monumentation

Upon completion of construction monumentation of property corners will be done. Monumentation of up to ten (10) property corners is included within this proposal.

Task 3 – Legal Descriptions (Optional)

If requested separate from the Final Parcel Map, Kimley-Horn can provide Legal Descriptions for the 7-11 and QSR Parcel. This will include a separate Plat and Legal for Client's use.

Task 4 – Utility Easement Exhibits (Optional)

If requested separate from the Final Parcel Map, Kimley-Horn can provide Utility Easement Exhibits for Client's use.

Construction Services

Task 5 – On-Site Construction Documents

Kimley-Horn will prepare private Construction Drawings in general accordance with City guidelines. This assumes that Entitlement Plans have been reviewed and approved by the Client and/or City. The Conditions of Approval for the Entitlement Phase of this project have not been issued. As such, the Scope of Services and Fee presented herein may require an amendment to satisfy the final requirements and conditions set forth by the City of Beaumont. Changes to the site plan layout by the owner or the architect after Construction Documents have been started may result in additional services. We anticipate the plan set will consist of the following sheets:

Cover and Note Sheets:

Two sheets consisting of a project title, sheet index, legend, basis of bearing note, benchmark data, development team data, site area, client contacts, geotechnical report reference, earthwork quantity estimates, vicinity map, location map, legal description, utility company contacts, approval blocks, general notes, city notes, and utility notes.

Rough Grading Plan and Details:

Kimley-Horn will prepare a Rough Grading Plan for the area or work to show the proposed finish floors, finished surface elevations of the perimeter sidewalks, adjacent surface parking areas, new ingress/egress, and landscape areas. One-foot proposed contours and key spot elevations will be identified. Earthwork quantity estimates will be calculated for plan check and bonding purpose only. This plan will depict interim storm water BMPs and water quality systems selected for the project and located within the design limits. The size and material of storm drains will be provided. The Storm Drain connection to the public storm drain will be shown on the plan. Any additional coordination with Riverside County Flood Control can be performed as an additional service.

The sheets prepared above will be submitted concurrently to the City and the Client for review and consideration for approval. The effort for this task does not include design of any off-site utilities to connect our site to existing facilities nor does it include coordination and integration of any intermediate architectural changes which affect the civil engineering plans and site plan. Changes to the civil engineering plans resulting from changes to the building utility design and/or site plan

Exhibit B
October 1, 2020

after commencement of this task will be considered an additional service. This task does not include dry utility design, dry utility routing will be provided by others and shown on the Utility plan for coordination purposes. Any developer- required changes after production has begun will be considered an additional service.

An On-Site Erosion Control Plan is excluded from this task. If the City requires the plan to be submitted concurrently with the Rough Grading Plans, Kimley-Horn will forward an amendment to the Client for review and execution prior to the start of work.

A Final Water Quality Management Plan, and a Final Drainage Report are excluded from this task. If the City of Beaumont requires the beforementioned reports to be submitted with the Rough Grading Plans, Kimley-Horn will forward an amendment to the Client for review and execution prior to the start of work.

Deliverable: Set of Construction Documents formatted for submittal to the City for grading permit review.

Task 6 – Off-Site Construction Documents

The City of Beaumont requires a separate Encroachment Permit to be submitted concurrently with the On-Site Rough Grading Plan. This plan will specifically depict replacement of Sidewalk fronting the property, two common access driveways, one fronting 8th St and the other Highland Springs Ave, and wet utility connections to domestic water and sanitary sewer.

This task assumes that one profile sheet will be required depicting the connections and crossings of the domestic water and sanitary sewer. Kimley-Horn assumes all public lines serving the site are of adequate capacity and no upsizing will be needed.

Per the Conditions of Approval, Street Lights will need to be added per City of Beaumont standards. Kimley-Horn will prepare a street light plan for four (4) street lights to be placed on 8th Street and Highland Spring Ave along the project property frontage. The street light plan will be 1"=40' scale showing proposed street light location with adjacent pull box. It is assumed that service utility coordination will be performed by Client's Dry Utility Consultant to determine service location and connection details for the lights.

Additional improvements to be included in this task is the Half-Width Slurry Coat and Seal of the fronting roads, remove and replace of the corner curb ramp to current ADA Standards, and the installation of a Bus Stop. It is assumed coordination with the Transit District regarding standards and location are to be coordinate by the Client.

This task assumes no street widening, turn-pockets, or improvements beyond stated above will be required.

Task 7 – Stormwater Pollution Prevention Plan (SWPPP) / Notice of Intent (NOI)

A Stormwater Pollution Prevention Plan (SWPPP) is required to permit any construction with a disturbed area greater than 1-acre. Kimley-Horn will prepare one SWPPP based upon the topographic survey and the Erosion Control Plan. This report will include discussion of possible pollutants during construction and the associated best management practices (BMP's) to address the possible pollutants. The SWPPP will also include a list of the required maintenance dates associated with the structural BMP's. Two copies of the SWPPP will be prepared; one copy is to remain at the site during construction and the other copy shall be submitted to the governing agency. This task also includes the preparation of the Notice of Intent (NOI) and submittal of the application to the State Water Resource Board; all fees associated with the application are to be paid by the client. The role of Qualified SWPPP Developer (QSD) is included within the scope of this proposal. We assume that a Qualified SWPPP Practitioner (QSP) will be retained by the owner or the project contractor. The QSP will file the annual report and close the project with the Notice

Exhibit A
October 1, 2020

of Termination. This proposal assumes that the site will be assigned a Risk Assessment Level 1 or 2 as defined by the California General Permit.

Task 8 – Permitting Assistance & Coordination (Hourly Services with Initial Budget)

Kimley-Horn will submit the plans and reports to the City for review. Efforts to address three (3) rounds of consolidated minor City and Client review comments are included in the lump sum portions of this Agreement; however, we will utilize this task to address additional Client and/or staff review comments in an effort to help obtain project approval and permits. At the Client's request, we can also utilize this task to address attendance at any periodic engineering plan status meetings with the Client, Architect, and/or City. Kimley-Horn will also utilize this task to assist with City or other agency submittal packages as required to obtain grading or building and safety permits.

If submittals exceed reasonable number of iterations typical for a project of this type the client will be notified and additional fees may be required.

Task 9 - Construction Support (Hourly Services with Initial Budget)

Construction Support includes Clarifications and Interpretations: Kimley-Horn will respond to reasonable and appropriate Contractor requests for information (RFIs) and issue clarifications and interpretations of the Contract Documents to Client. Any authorization of variations from the Contract Documents bid amounts will be made by Client. Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. A representative from Kimley-Horn will visit the Project site to observe the quality and quantity of work and endeavor to guard against defects or deficiencies in the work of contractors, manufacturers and vendors. This task assumes five (5) site visits; four (4) during construction and once (1) upon completion of work. Site visits will be to observe the Work in place, to become familiar with progress and quality and to determine if the Work is in keeping with the intent of the Site Contract Documents.

For the services set forth above, Client shall pay Consultant the following compensation:

Task Description	Lump Sum	Lump Sum (Optional)	Hourly
Task 1 – Final Parcel Map	\$ 11,500		
Task 2 – Monumentation	\$ 5,000		
Task 3 – Legal Description (Optional)		\$ 2,000	
Task 4 – Easement Exhibit (Optional)		\$ 1,000	
Construction Services			
Task 5 – On-Site Construction Documents	\$ 20,300		
Task 6 – Off-Site Construction Documents	\$ 13,500		
Task 7 – Storm Water Pollution Prevention Plan	\$ 8,000		
Task 8 – Permitting Assistance & Coordination			\$ 7,000
Task 9 – Construction Support Services			\$ 7,000
Total Estimated Fees	\$58,300	\$3,000	\$ 14,000

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____
EVERGREEN-8th & HIGHLAND SPRINGS, L.L.C. (hereinafter designated as "Principal") have entered into
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan,
dated March 23, 2022, whereby Principal agrees to install and complete certain designated
public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. _____,
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 LEXON INSURANCE COMPANY,
as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal
sum of FIVE THOUSAND AND NO/100S dollars (\$ 5,000.00) lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

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

(Seal)

**LEXON INSURANCE COMPANY
SURETY**

By: *Leigh McCarthy*

Name: Leigh McCarthy

Title: Attorney-In-Fact

Address: 2307 River Road, Suite 200

Louisville, KY 40206

(Seal)

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an Arizona limited liability company
By: Evergreen Development Company-2019, L.L.C., an Arizona limited liability company
Its: Manager
By: Evergreen Devco, Inc., a California corporation
Its: Manager

PRINCIPAL

By: _____

Name: Doug Leventhal

Title: Chief Operating Officer

By: *Doug Leventhal*

Name: Doug Leventhal

Title: COO

Address: 2390 E Camelback Road, Suite 410

Phoenix, AZ 85016

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ACKNOWLEDGMENT
SURETY

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 Kentucky)
County of Jefferson)

On March 18, 2022 before me, Barbara A. Duncan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

BARBARA A. DUNCAN
Notary Public, State at Large, KY
My comm. expires June 28, 2024
Notary ID #KYNP7318

Signature *Barbara A. Duncan* (Seal)

ACKNOWLEDGMENT

PRINCIPAL

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 Arizona)
County of Maricopa)

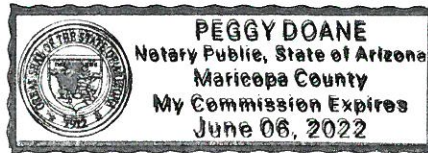
On 3/23/22 before me, Peggy Doane / ofc. mgr.
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Peggy Doane



(Seal)

EXHIBIT "B"
PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and EVERGREEN -8th & HIGHLAND SPRINGS, L.L.C. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated March 23, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Five Thousand and No/100s Dollars (\$5,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, 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 March 18, 2022 .

(Seal)

**LEXON INSURANCE COMPANY
SURETY**

By: *Leigh McCarthy*

Name: Leigh McCarthy

Title: Attorney-In-Fact

Address: 2307 River Road, Suite 200

Louisville, KY 40206

(Seal)

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an Arizona limited liability company
By: Evergreen Development Company-2019, L.L.C., an Arizona limited liability company
Its: Manager
By: Evergreen Devco, Inc., a California corporation
Its: Manager

PRINCIPAL

By: _____

Name: Doug Leventhal

Title: Chief Operating Officer

By: *[Signature]*

Name: *Doug Leventhal*

Title: *COO*

Address: 2390 E Camelback Road, Suite 410

Phoenix, AZ 85016

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ACKNOWLEDGMENT
SURETY

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 Kentucky)
County of Jefferson)

On March 18, 2022 before me, Barbara A. Duncan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

BARBARA A. DUNCAN
Notary Public, State at Large, KY
My comm. expires June 28, 2024
Notary ID #KYNP7318

Signature *Barbara A. Duncan* (Seal)

ACKNOWLEDGMENT
PRINCIPAL

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 Arizona)
County of Maricopa)

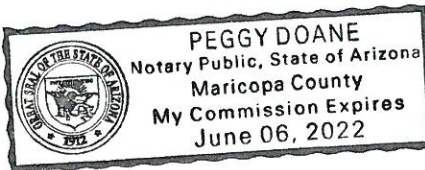
On 3/23/22 before me, Peggy Doane / ofc. Mgr.
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Peggy Doane



(Seal)



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a Delaware corporation, collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that they are an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 18th day of March, 2022

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

RE: PW2021-0679 - PM 37938 & NIL Submittal - For Departmental Approvals

Kylie Tillema <ktillema@beaumontca.gov>

Thu 3/24/2022 7:31 AM

To: Richard Godsey <rgodsey@beaumontca.gov>

Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>

Approved.

Thank you,



Kylie Tillema

Fire Safety Specialist/Office of the Fire Marshal

CAL FIRE/Riverside County Fire Department

Proudly Serving the City of Beaumont

Desk: 951-572-3225 | Main: 951-769-8529

550 E. 6th Street, Beaumont, CA 92223

ktillema@BeaumontCA.gov | www.BeaumontCA.gov

From: Richard Godsey <rgodsey@beaumontca.gov>

Sent: Thursday, March 17, 2022 1:12 PM

To: Kylie Tillema <ktillema@beaumontca.gov>

Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>

Subject: PW2021-0679 - PM 37938 & NIL Submittal - For Departmental Approvals

Good afternoon Kylie,

Please see attached map for your approval. Please provide email response indicating approval or otherwise.

Thank you,

Richard Godsey

Public Works Permit Technician

City of Beaumont

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8520 | Fax (951) 769-8526

BeaumontCa.gov

[Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

Re: PW2021-0679 - PM 37938 & NIL Submittal - For Departmental Approvals

Scott Fazekas & Associates, Inc. <sfairvine@aol.com>

Thu 3/17/2022 3:36 PM

To: Richard Godsey <rgodsey@beaumontca.gov>

Cc: tdunkin@beaumontca.gov <tdunkin@beaumontca.gov>; Suzanne Foxworth <SFoxworth@beaumontca.gov>

Richard,

No objections by Building Division. Approval recommended.

Scott Fazekas, AIA, NCARB, CBO, LEED AP, CASp

Building Official

City of Beaumont

9 Corporate Park, Suite 200

Irvine, CA 92606

sfairvine@aol.com

(949) 475-2901

Fax (949) 475-2560

-----Original Message-----

From: Richard Godsey <rgodsey@beaumontca.gov>

To: sfairvine@aol.com <sfairvine@aol.com>

Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>

Sent: Thu, Mar 17, 2022 1:08 pm

Subject: PW2021-0679 - PM 37938 & NIL Submittal - For Departmental Approvals

Good afternoon Scott,

Please see the attached map for the subject Public Works project. We are circulating this document for our various departments to make approval. There is no need to sign the document, instead, please provide an email response indicating approval or otherwise.

Please let me know if I can provide more information or answer any questions.

Thank you,

Richard Godsey

Public Works Permit Technician

City of Beaumont

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8520 | Fax (951) 769-8526

BeaumontCa.gov

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#ACITYELEVATED

RE: PW2021-0679 - PM 37938 & NIL Submittal - For Departmental Approvals

Carole Kendrick <CKendrick@beaumontca.gov>

Thu 3/17/2022 1:23 PM

To: Richard Godsey <rgodsey@beaumontca.gov>; Christina Taylor <Ctaylor@beaumontca.gov>

Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>

Planning approved

From: Richard Godsey <rgodsey@beaumontca.gov>

Sent: Thursday, March 17, 2022 1:11 PM

To: Carole Kendrick <CKendrick@beaumontca.gov>; Christina Taylor <Ctaylor@beaumontca.gov>

Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>

Subject: Fw: PW2021-0679 - PM 37938 & NIL Submittal - For Departmental Approvals

Good afternoon,

Please see the attached map for Planning approval. Please provide email response indicating approval or otherwise.

Thank you,

Richard Godsey

Public Works Permit Technician

City of Beaumont

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8520 | Fax (951) 769-8526

BeaumontCa.gov

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NUMBER OF PARCELS: 4
2 NUMBERED PARCELS AND 2 LETTERED LOTS
TOTAL GROSS AREA= 2.08 ACRES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF
PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC

JANUARY, 2021

RECORDER'S STATEMENT:

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

NO. _____
FEE _____
PETER ALDANA, ASSESSOR – COUNTY CLERK – RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: TO THE CITY OF BEAUMONT, LOT "A" AND LOT "B", FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO BEAUMONT CHERRY VALLEY WATER DISTRICT THE "PUBLIC UTILITY" EASEMENT AS SHOWN HEREON, FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES.

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: EVERGREEN DEVELOPMENT COMPANY-2019, LLC., AN ARIZONA LIABILITY COMPANY
ITS: MANAGER

BY: EVERGREEN DEVCO, INC., A CALIFORNIA CORPORATION
ITS: MANAGER

BY: _____

PRINT NAME: _____

ITS: _____

DATE: _____

BENEFICIARY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, HOLDER OF BENEFICIAL INTERESTS UNDER DEED OF TRUST RECORDED FEBRUARY 18, 2021 AS DOCUMENT NO. 2021-0106421, OFFICIAL RECORDS.

BY: _____ DATE: _____

PRINT NAME / PRINT TITLE

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS

ABANDONMENT NOTE

PURSUANT TO SECTION 66445 (j) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THAT CERTAIN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED IN RIVERSIDE COUNTY BOARD OF SUPERVISOR'S RESOLUTION, RECORDED NOVEMBER 13, 1962 AS INSTRUMENT NO. 104649 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (c)(3)(A) (i-viii) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

CITY OF BEAUMONT, HOLDER OF AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED AUGUST 31, 1970 AS INSTRUMENT NO. 85601 OF OFFICIAL RECORDS.

CITY OF BEAUMONT, HOLDER OF AN EASEMENT FOR PUBLIC ROAD PURPOSES, RECORDED NOVEMBER 6, 1975 AS INSTRUMENT NO. 138162 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR TRANSPORTATION AND DISTRIBUTION OF NATURAL GAS, COMMUNICATIONS AND INCIDENTAL PURPOSES, RECORDED APRIL 16, 2021 AS INSTRUMENT NO. 2021-238031 OF OFFICIAL RECORDS.

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____.

DATE: _____, 20__

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

TAX BOND STATEMENT:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____, 20__

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

BEAUMONT CHERRY VALLEY WATER DISTRICT CERTIFICATE OF ACCEPTANCE:

THIS IS TO CERTIFY THAT THE INTEREST OF THE WATER FACILITIES EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM OWNER, EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS RECORDATION.

DATE: _____, 20__

BY: _____
BEAUMONT CHERRY VALLEY WATER DISTRICT

ITS: _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF EVERGREEN DEVCO IN DECEMBER, 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.



MICHAEL J. KNAPTON, L.S. 8012, EXP. 12-31-22 DATE

CITY ENGINEER'S STATEMENT:

I, JEFF HART, HEREBY STATE THAT I HAVE EXAMINED PARCEL MAP NO. 37938, CONSISTING OF 4 SHEETS, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF BEAUMONT ORDINANCE 547 HAVE BEEN COMPLIED WITH.

DATED: _____, 20__

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

I HEREBY STATE THAT I HAVE EXAMINED PARCEL MAP NO. 37938, CONSISTING OF 4 SHEETS, AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: _____, 20__

JAY S. FAHRION, PROFESSIONAL LAND SURVEYOR
P.L.S. 8207

BEAUMONT CITY COUNCIL CERTIFICATE :

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON _____ AND THAT THEREUPON SAID COUNCIL DID, BY ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

THE DEDICATION IN FEE FOR PUBLIC PURPOSES, LOT "A" AND LOT "B" AS SHOWN HEREON FOR STREET AND PUBLIC UTILITY PURPOSES IS ACCEPTED ON BEHALF OF THE PUBLIC, AND PURSUANT TO SECTION 66445(j) OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE EASEMENTS AS NOTED HEREON.

DATED: _____, 20__

BY: _____
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF
PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC

JANUARY, 2021

NOTARY 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 _____
COUNTY OF _____ } ss
ON _____ BEFORE ME, _____, NOTARY PUBLIC
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

(NAME PRINTED) MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____

NOTARY 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 _____
COUNTY OF _____ } ss
ON _____ BEFORE ME, _____, NOTARY PUBLIC
PERSONALLY APPEARED _____

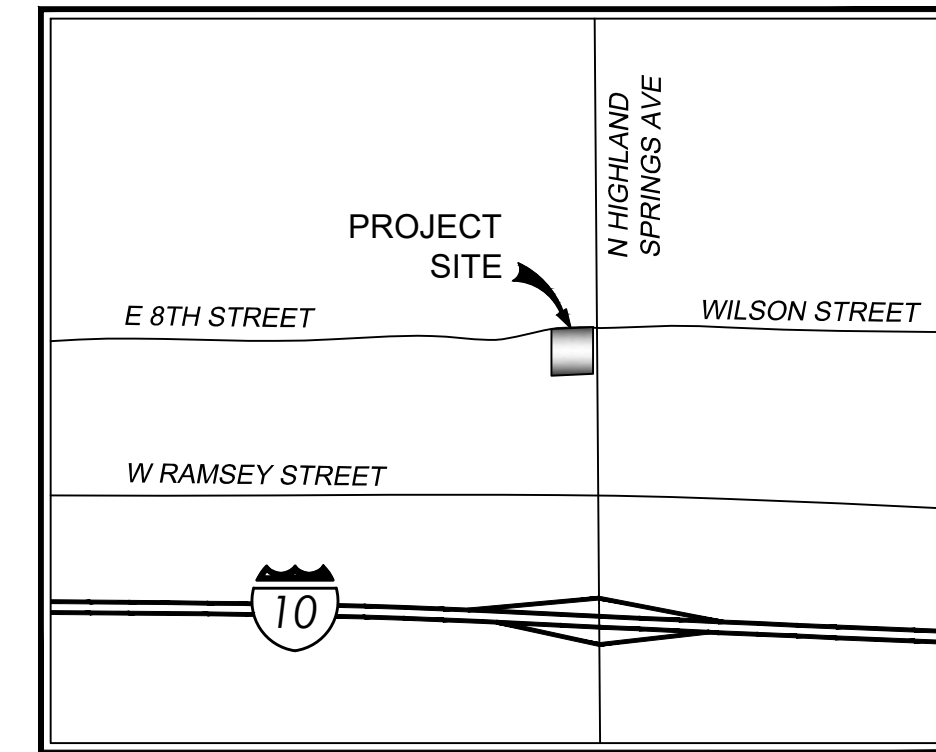
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

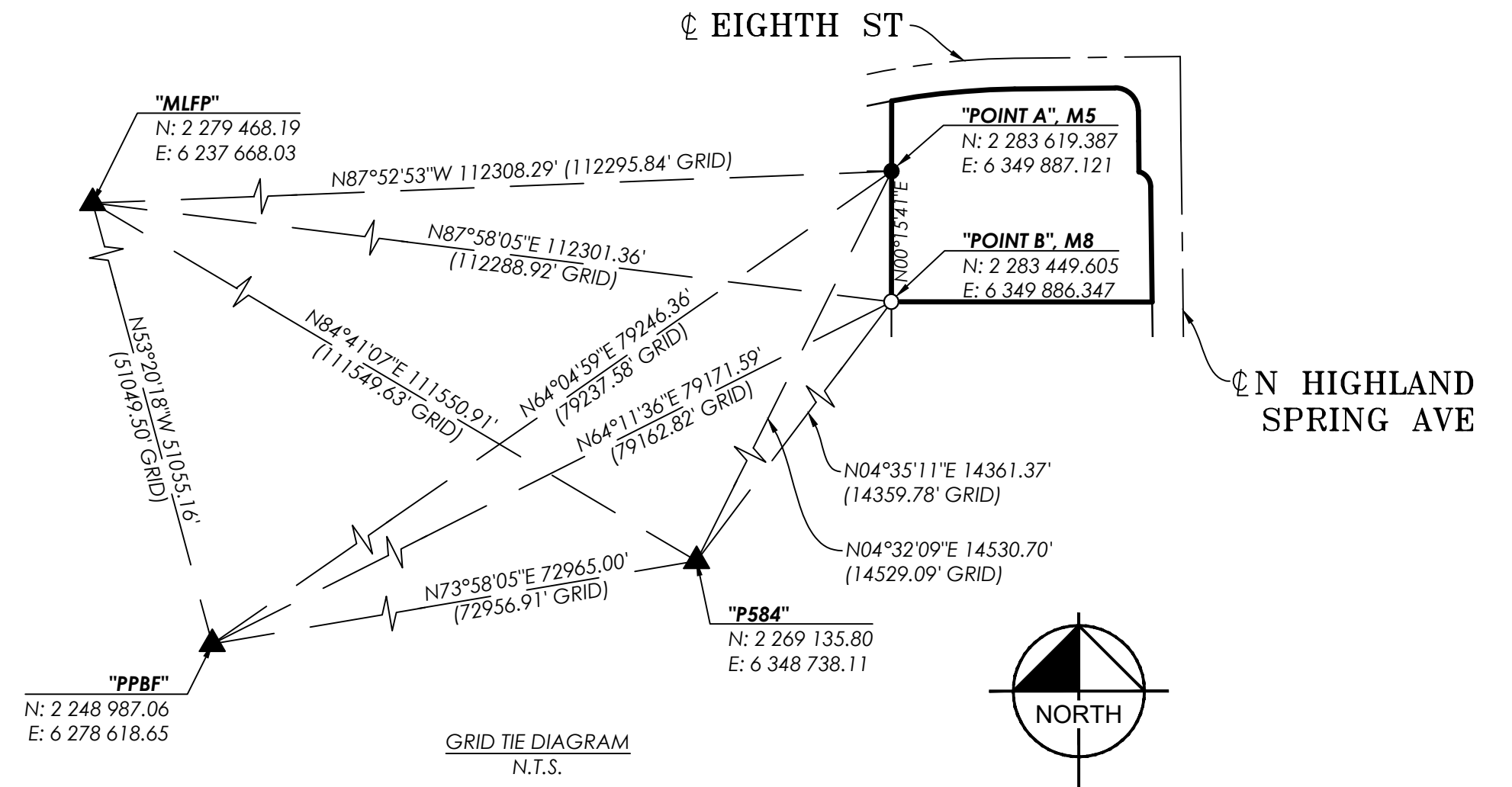
WITNESS MY HAND.

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

(NAME PRINTED) MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____



VICINITY MAP
N.T.S.



BASIS OF BEARING:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CCS83, ZONE 6 EPOCH 2010.00, BASED LOCALLY ON NGS CORS CONTROL STATIONS "P584", "PPBF" AND "MLFP" AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999889195. CALCULATIONS ARE MADE AT "POINT A" WITH COORDINATES OF N: 2 283 619.387, E: 6 349 887.121, USING AN ELEVATION OF 2600.47' NGVD29.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF
PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC
BOUNDARY ESTABLISHMENT

JANUARY, 2021

LINE DATA TABLE				
-	BEARING (M)	LENGTH (M)	BEARING (R)	LENGTH (R)
L1	N00° 15' 41"E	40.63'		
L2	N89° 45' 08"W	40.00'		
L3	N89° 44' 52"W	40.00'	(S89°51'45"W)	(39.98')
L4	N89° 33' 18"E	120.22'	(S89°10'30"W)	(120.08')
L5	N75° 50' 41"E	120.22'	(S75°28'50"W)	(120.08')
L6	N00° 16' 22"W	39.47'	(N00°43'39"W)	(39.40')
L7	N00° 29' 14"W	39.99'	(N00°50'43"W)	(40.07')

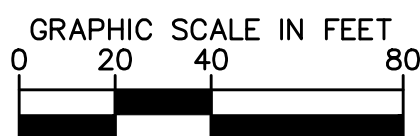
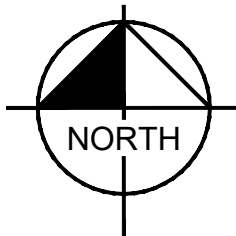
SEE SHEET 4 FOR SET MONUMENT NOTES

REFERENCES:

- R1 PM NO. 5570, PMB 10/34
- R2 MB 19/41
- R3 RS 127/100
- R4 PM NO. 35789, PMB 242/56
- R5 CR11-1065
- R6 CR11-1066

LEGEND:

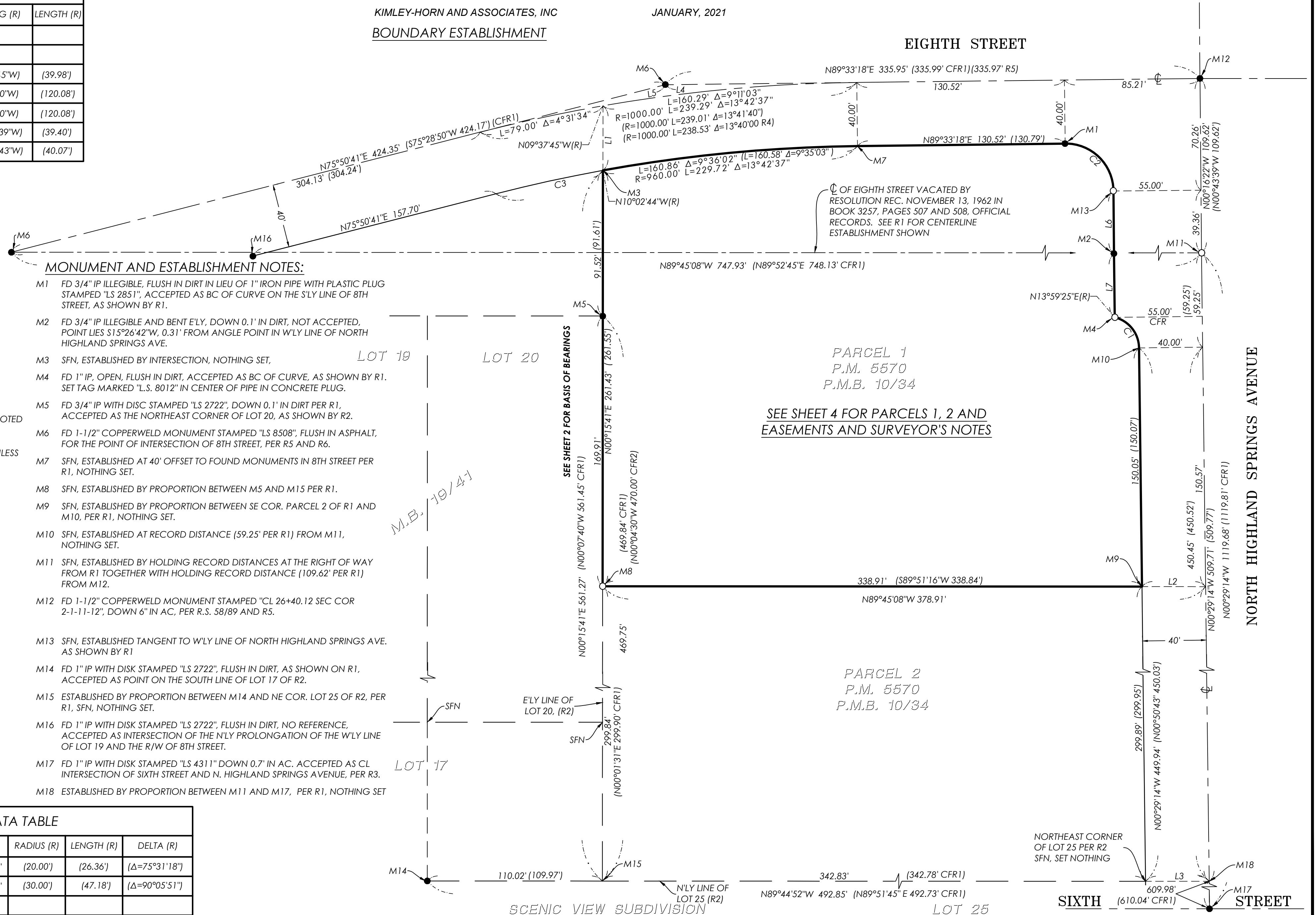
- INDICATES MONUMENT FOUND AS NOTED
- CL OR CL CENTER LINE
- () INDICATES RECORD DATA PER R1 UNLESS NOTED OTHERWISE
- PP PLASTIC PLUG
- SFN SEARCHED FOUND NOTHING
- BC BEGINNING OF CURVE
- IP IRON PIPE
- N.T.S NOT TO SCALE
- AC ACRE
- SQ. FT. SQUARE FOOT
- Ⓢ ESTABLISHED BY INTERSECTION
- (CFR) CALCULATED FROM RECORD
- (R) INDICATES RADIAL BEARING



CURVE DATA TABLE						
-	RADIUS (M)	LENGTH (M)	DELTA (M)	RADIUS (R)	LENGTH (R)	DELTA (R)
C1	20.00'	26.36'	Δ=75°31'21"	(20.00')	(26.36')	(Δ=75°31'18")
C2	30.00'	47.21'	Δ=90°10'20"	(30.00')	(47.18')	(Δ=90°05'51")
C3	960.00'	68.86'	Δ=4°06'35"			

MONUMENT AND ESTABLISHMENT NOTES:

- M1 FD 3/4" IP ILLEGIBLE, FLUSH IN DIRT IN LIEU OF 1" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 2851", ACCEPTED AS BC OF CURVE ON THE S'LY LINE OF 8TH STREET, AS SHOWN BY R1.
- M2 FD 3/4" IP ILLEGIBLE AND BENT E'LY, DOWN 0.1" IN DIRT, NOT ACCEPTED, POINT LIES S15°26'42"W, 0.31' FROM ANGLE POINT IN W'LY LINE OF NORTH HIGHLAND SPRINGS AVE.
- M3 SFN, ESTABLISHED BY INTERSECTION, NOTHING SET.
- M4 FD 1" IP, OPEN, FLUSH IN DIRT, ACCEPTED AS BC OF CURVE, AS SHOWN BY R1. SET TAG MARKED "L.S. 8012" IN CENTER OF PIPE IN CONCRETE PLUG.
- M5 FD 3/4" IP WITH DISC STAMPED "LS 2722", DOWN 0.1" IN DIRT PER R1, ACCEPTED AS THE NORTHEAST CORNER OF LOT 20, AS SHOWN BY R2.
- M6 FD 1-1/2" COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH IN ASPHALT, FOR THE POINT OF INTERSECTION OF 8TH STREET, PER R5 AND R6.
- M7 SFN, ESTABLISHED AT 40' OFFSET TO FOUND MONUMENTS IN 8TH STREET PER R1, NOTHING SET.
- M8 SFN, ESTABLISHED BY PROPORTION BETWEEN M5 AND M15 PER R1.
- M9 SFN, ESTABLISHED BY PROPORTION BETWEEN SE COR. PARCEL 2 OF R1 AND M10, PER R1, NOTHING SET.
- M10 SFN, ESTABLISHED AT RECORD DISTANCE (59.25' PER R1) FROM M11, NOTHING SET.
- M11 SFN, ESTABLISHED BY HOLDING RECORD DISTANCES AT THE RIGHT OF WAY FROM R1 TOGETHER WITH HOLDING RECORD DISTANCE (109.62' PER R1) FROM M12.
- M12 FD 1-1/2" COPPERWELD MONUMENT STAMPED "CL 26+40.12 SEC COR 2-1-11-12", DOWN 6" IN AC, PER R.S. 58/89 AND R5.
- M13 SFN, ESTABLISHED TANGENT TO W'LY LINE OF NORTH HIGHLAND SPRINGS AVE. AS SHOWN BY R1
- M14 FD 1" IP WITH DISK STAMPED "LS 2722", FLUSH IN DIRT, AS SHOWN ON R1, ACCEPTED AS POINT ON THE SOUTH LINE OF LOT 17 OF R2.
- M15 ESTABLISHED BY PROPORTION BETWEEN M14 AND NE COR. LOT 25 OF R2, PER R1, SFN, NOTHING SET.
- M16 FD 1" IP WITH DISK STAMPED "LS 2722", FLUSH IN DIRT, NO REFERENCE, ACCEPTED AS INTERSECTION OF THE N'LY PROLONGATION OF THE W'LY LINE OF LOT 19 AND THE R/W OF 8TH STREET.
- M17 FD 1" IP WITH DISK STAMPED "LS 4311" DOWN 0.7" IN AC. ACCEPTED AS CL INTERSECTION OF SIXTH STREET AND N. HIGHLAND SPRINGS AVENUE, PER R3.
- M18 ESTABLISHED BY PROPORTION BETWEEN M11 AND M17, PER R1, NOTHING SET



SEE SHEET 4 FOR PARCELS 1, 2 AND
EASEMENTS AND SURVEYOR'S NOTES

PARCEL 1
P.M. 5570
P.M.B. 10/34

PARCEL 2
P.M. 5570
P.M.B. 10/34

SCENIC VIEW SUBDIVISION

LOT 25

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC

JANUARY, 2021

SEE SHEET 2 FOR BASIS OF BEARINGS

SEE SHEET 3 FOR BOUNDARY, MONUMENT AND ESTABLISHMENT NOTES

SURVEYOR'S NOTES:

- INDICATES MONUMENT FOUND AS NOTED
- INDICATES SET MONUMENT WITH TAG MARKED "LS 8012".
- PARCEL CORNERS WHICH OCCUR AT CONCRETE OR WALL, SET A LEAD AND TAG FLUSH IN CONCRETE OR FLUSH IN TOP OF WALL.
- PARCEL CORNERS WHICH OCCUR AT DIRT OR ASPHALT, SET A 1"x18" IRON PIPE WITH TAG FLUSH.

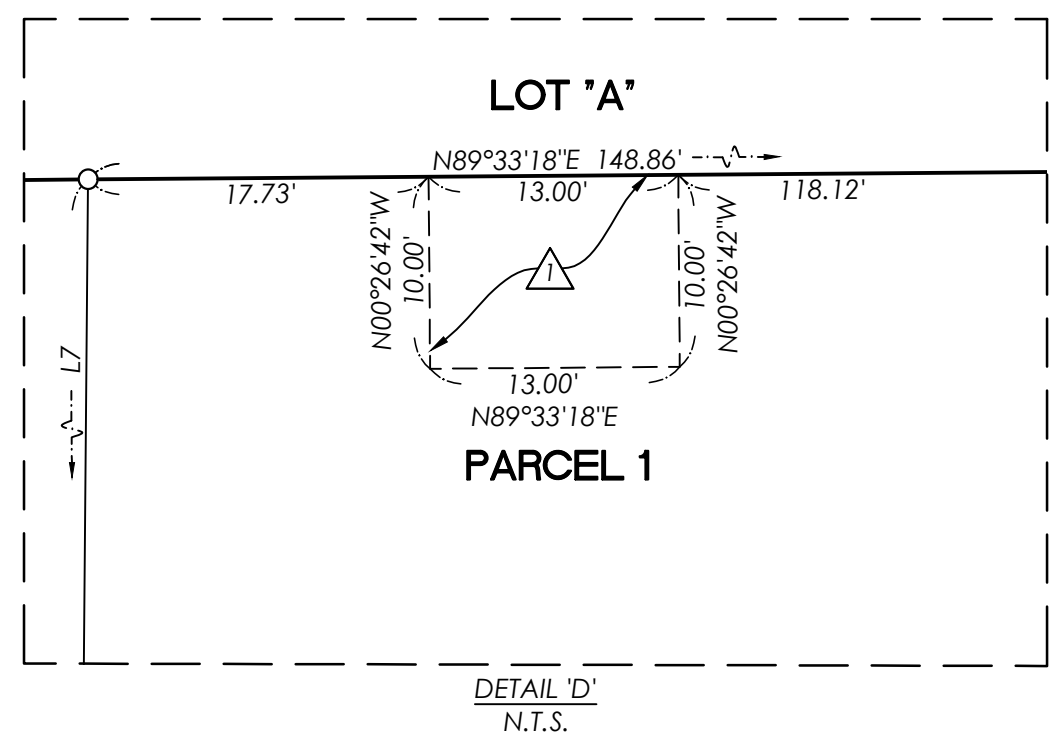
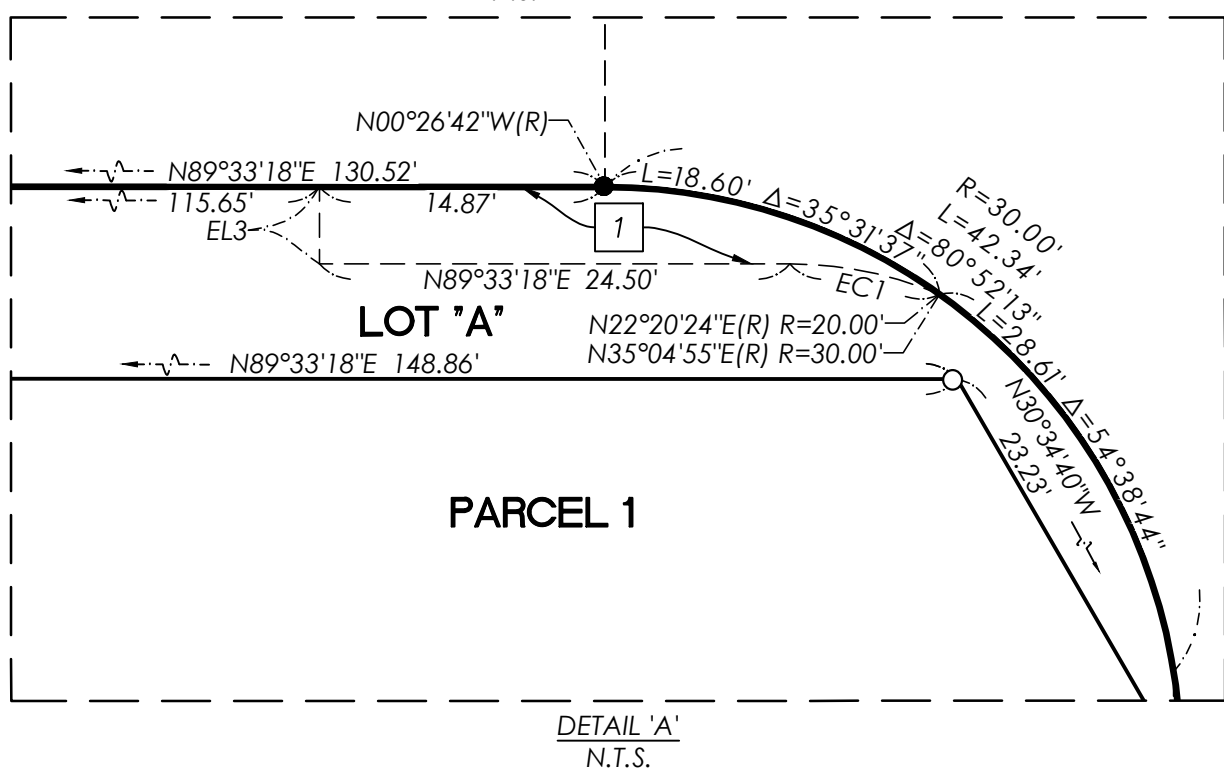
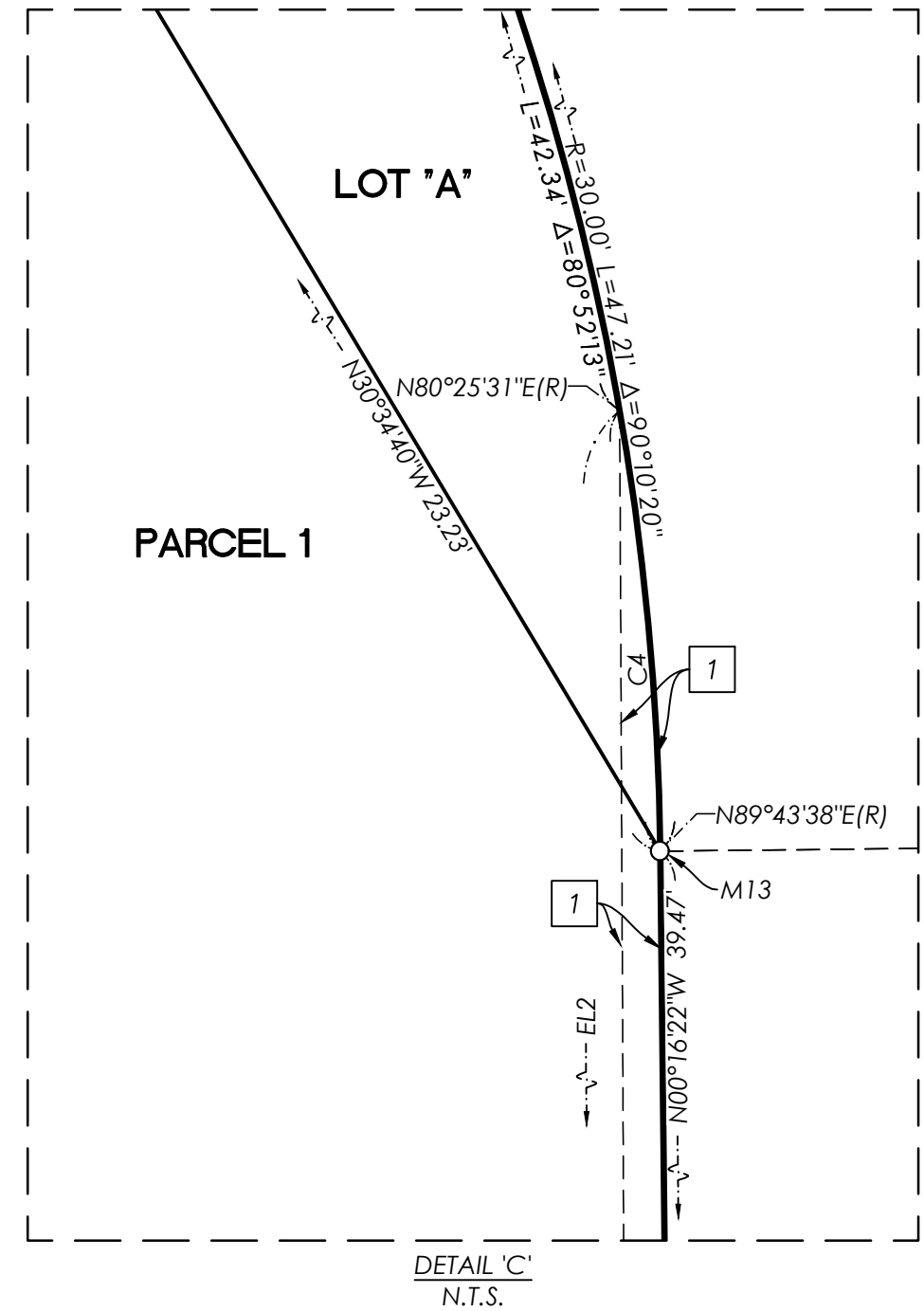
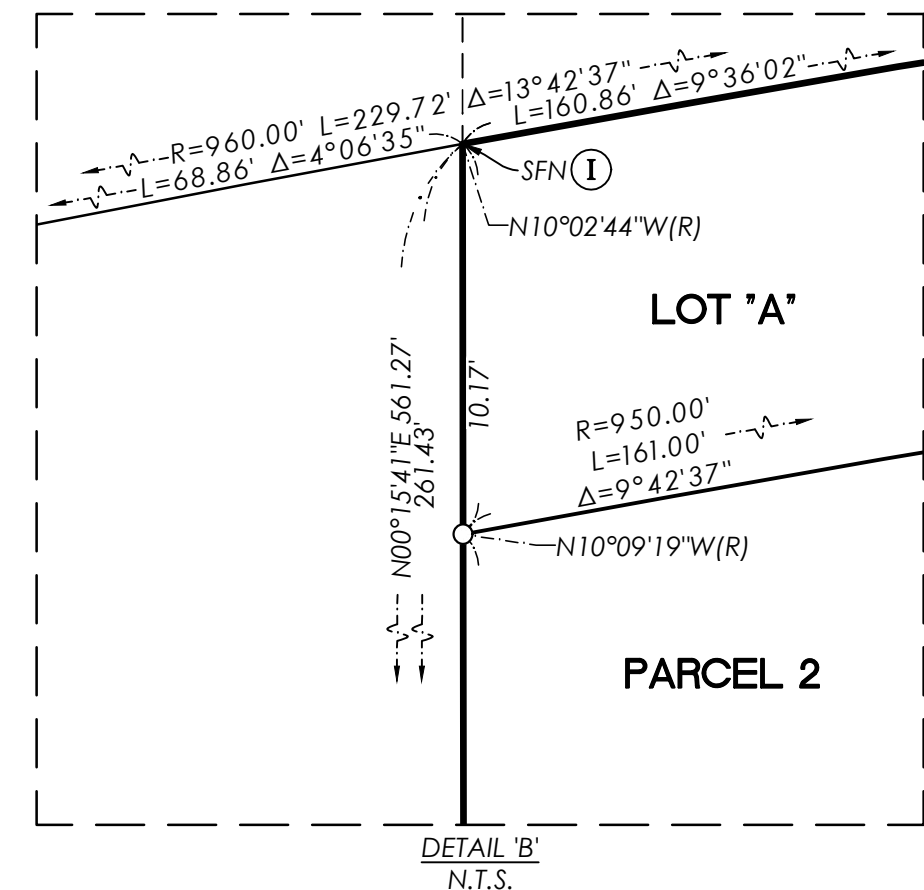
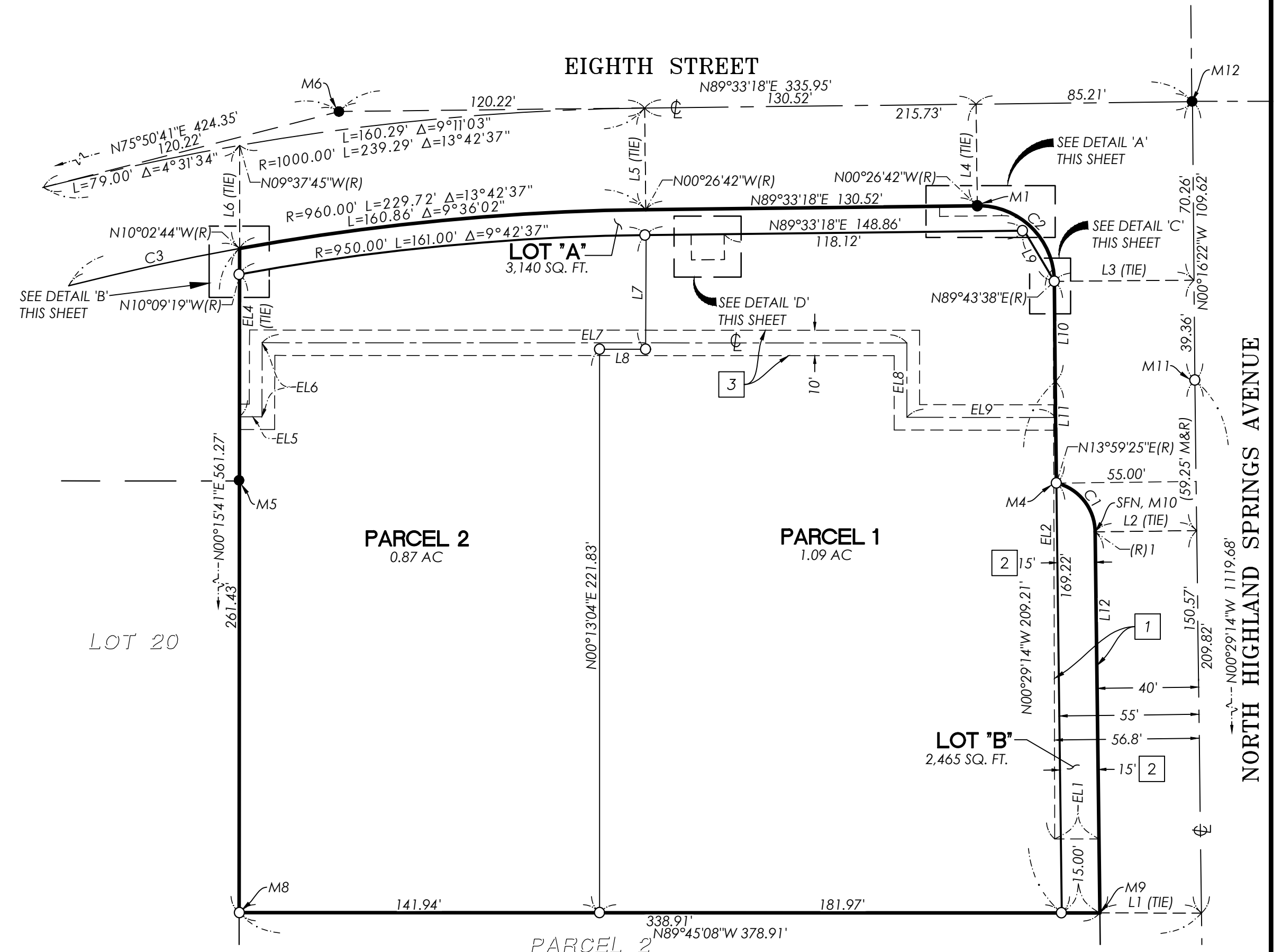
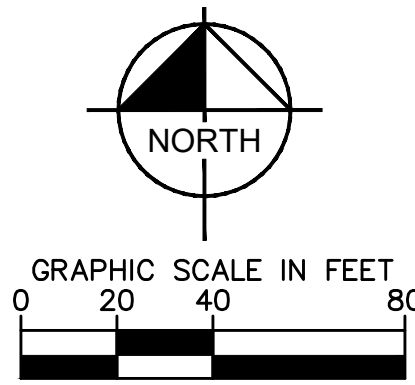
ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.10, AND IN ACCORDANCE FOR THIS WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP.

EXISTING EASEMENTS

- 1 AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, GRANTED TO THE CITY OF BEAUMONT, RECORDED AUGUST 31, 1970 AS INSTRUMENT NO. 85601 OF OFFICIAL RECORDS.
- 2 AN EASEMENT FOR PUBLIC ROADS PURPOSES, GRANTED TO THE CITY OF BEAUMONT, RECORDED NOVEMBER 6, 1975 AS INSTRUMENT NO. 138162 OF OFFICIAL RECORDS.
- 3 AN EASEMENT FOR PUBLIC UTILITY PURPOSES, GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, RECORDED APRIL 16, 2021 AS INSTRUMENT NO. 2021-238031 OF OFFICIAL RECORDS.

PROPOSED EASEMENTS

- △ AN EASEMENT FOR PUBLIC UTILITY DEDICATED TO BEAUMONT CHERRY VALLEY WATER DISTRICT HEREON.



CURVE DATA TABLE			
-	RADIUS	LENGTH	DELTA
C1	20.00'	26.36'	Δ=75°31'21"
C2	30.00'	47.21'	Δ=90°10'20"
C3	960.00'	68.86'	Δ=4°06'35"

RADIAL DATA TABLE	
-	BEARING
(R)1	N89°30'46"E

CURVE DATA TABLE			
-	RADIUS	LENGTH	DELTA
EC1	20.00'	8.02'	Δ=22°57'43"

LINE DATA TABLE		
-	BEARING	LENGTH
L1 (TIE)	N89° 45' 08"W	40.00'
L2 (TIE)	N89° 30' 46"E	40.00'
L3 (TIE)	N89° 43' 38"E	55.00'
L4 (TIE)	N00° 26' 42"W	40.00'
L5 (TIE)	N00° 26' 42"W	40.00'
L6 (TIE)	N00° 15' 41"E	40.63'

LINE DATA TABLE		
-	BEARING	LENGTH
L7	N00° 29' 12"E	44.97'
L8	N89° 46' 56"W	18.11'
L9	N30° 34' 40"W	23.23'
L10	N00° 16' 22"W	39.47'
L11	N00° 29' 14"W	39.99'
L12	N00° 29' 14"W	150.05'

LINE DATA TABLE		
-	BEARING	LENGTH
EL1	N89° 56' 09"W	17.39'
EL2	N00° 03' 55"E	224.39'
EL3	N00° 26' 42"W	4.00'
EL4	N00° 15' 41"E	56.07'
EL5	S89° 45' 23"E	8.86'
EL6	N00° 23' 21"E	29.15'
EL7	S89° 45' 23"E	253.84'
EL8	S00° 14' 37"W	29.28'
EL9	S89° 45' 23"E	58.59'