Rev. 07 22 2020

Basic Gov (Sales Force) # PW2021-0634 File # 3386

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN (Tract Map/Parcel Map/Plot Plan No. <u>36307</u>)

Sewer Improvements

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and Tri Pointe Homes IE-SD, Inc. a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 36307, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. <u>Security for Performance.</u> Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

<u>9.</u> <u>Procedure for Release of Performance Bond Security.</u> The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

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

At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

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

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

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

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

CITY OF BEAUMONT

By:		
Mayor		· · · · · · · · · · · · · · · · · · ·

Date: _____

DEVELOPER

C By:

Date; December 15, 2021

Title: Michael C. Taylor, Division President

California All-Purpose Certificate	e of Acknowledgment
A notary public or other officer completing this certificate verifies on document to which this certificate is attached, and not the truthfulne	y the identity of the individual who signed the
State of California	
County of Riverside	S.S.
On December 15, 2021 before me, Ana E. Chave	z Perez, Notary Public
	Name of Notary Public, Title
personally appeared Michael C.	of Signer (1)
Name of Signer (2) who proved to me on the basis of satisfactory evidence is/are subscribed to the within instrument and acknowle the same in his/her/their authorized capacity(ies), and t instrument the person(s), or the entity upon behalf of wi instrument.	dged to me that he/sne/they executed hat by his/her/their signature(s) on the
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. Side rure of Not prublic OPTIONAL INFORMATION Although the information in this section is not required by law, it could p this acknowledgment to an unauthorized document and may prove use	revent fraudulent removal and reattachment of
Description of Attached Document	Additional Information
The preceding Certificate of Acknowledgment is attached to a	Method of Signer Identification
document titled/for the purpose of	Proved to me on the basis of satisfactory evidence:
containing pages, and dated	Notarial event is detailed in notary journal on:
<pre>containing pages, and dated The signer(s) capacity or authority is/are as:</pre>	Page # Entry # Notary contact: Other
Guardian/Conservator	Additional Signer Signer(s) Thumbprints(s)
Corporate Officer(s) Title(s) Guardian/Conservator Partner - Limited/General Trustee(s) Other: representing: Name(s) of Parson(s) Entity(ies) Signer is Representing	
6	NOWLEDGMENT ACKNOWLEDGMENTACENOWLEDGMENTACKNOWLEDGM

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EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and <u>Tri Pointe Homes IE-SD, Inc.</u> (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, No. 36307 dated <u>December 15</u>, 2021, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 36307, 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 <u>The Continental Insurance Company</u>, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of <u>Three Hundred Ninety-Four Thousand Six Hundred Fifty-Seven and not100</u> (\$ <u>394,657.00</u>) 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 XXX2020 December 17, 2021.

CONTRACTOR OF	

(Seal)

	SUR	ETY	/
By:	Mich	lelle	Haase

Name: Michelle Haase

#1

Title: Attorney-in-Fact

Address: 2 Park Plaza, Suite 400

Irvine, CA 92614

	PRINC	TPAL	
By:	PE	X	/

Name: Michael C. Taylor

Title: Division President

By:_____

Name:

Title:_____

Address: 1250 Corona Pointe Court Suite 600

Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

	L- PURPOSE OF ACKNOWLEDGMENT
A notary public or other officer completing the identity of the individual who signed the docu is attached, and not the truthfulness, accuracy	ument to which this certificate
State of California	}
County of Orange	}
On DEC 17, 2021 before me,	Janina Monroe, Notary Public
personally appeared	Michelle Haase
name(s) is/axe subscribed to the within ke/she/khey executed the same in kis/h	factory evidence to be the person(s) whose instrument and acknowledged to me that her/their authorized capacity(iest); and that by hent the person(s), or the entity upon behalf of e instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and con WITNESS my hand and official seal.	Y under the laws of the State of California that rrect. JANINA MONROE Notary Public - California Orange County Commission # 2244611 My Comm. Expires Jun 25, 2022
Notary Public Signature (N	otary Public Seal)
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued) Number of Pages Document Date	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer	 notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/shc/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a
(Title) ☐ Partner(s) ☑ Attorney-in-Fact ☐ Trustee(s) ☐ Other	 sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a
2016 Version www.Notar, Classics Com 802-872-9865	 corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document with a staple.

4.4

ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of
On <u>12/20/2021</u> before me, <u>Olinda E. Rodriguez / Notary Public</u> (insert name and title of the officer)
personally appeared Michael C. Taylor 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.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom Mc Call, Michelle Haase, Paul Boucher, Timothy J Noonan, Dennis Langer, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, Individually

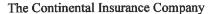
of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2021.

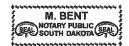


Paul T. Bruflat

ce President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 17th day of December, 2021.



The Continental Insurance Company

Assistant Secretary

D. Johnson

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

4.8

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Bernarydian

Rosemary Quinn Vice President and Surety General Counsel on behalf of



Western Surety Company



Continental Casualty Company



The Continental Insurance Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and <u>Tri Pointe Homes IE-SD, Inc.</u> (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, 36307 dated <u>December 15</u>, 2021, 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 *** dollars (\$ ***), 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.

Three Hundred Ninety-Four Thousand Six Hundred Fifty-Seven and no/100 Dollars (\$394,657.00)

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 XXXXXX2029X December 17, 2021.

(e).⁴

• .

(Seal)
By:
Name: Michael C. Taylor
Title: Division President
Ву:
Name:
Title:
Address: 1250 Corona Pointe Court Suite 600
Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On DEC 1 7 2021

_____before me, _____Janina Monroe, Notary Public

personally appeared _____ Michelle Haase

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/axe subscribed to the within instrument and acknowledged to me that ke/she/they executed the same in kis/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.	JANINA MONROE Notary Public - California Orange County Commission # 2244611 My Comm. Expires Jun 25, 2022
Notary Public Signature (1	Notary Public Seal)
ADDITIONAL OPTIONAL INFORMAT	FION INSTRUCTIONS FOR COMPLETING THIS FORM This form complex with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law
(Title or description of attached document) (Title or description of attached document continued)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her
Number of Pages Document Date	 commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/shc/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
(Title) □ Partner(s)	 The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk.
Attorney-in-Fact Trustee(s) Other	 Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
015 Version were Notary Utsians that starts 2 clogue	 Securely attach this document to the signed document with a staple.

ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of
On <u>12/20/2021</u> before me, <u>Olinda E. Rodriguez / Notary Public</u> (insert name and title of the officer)
personally appeared <u>Michael C. Taylor</u> 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 Minda Monting (Seal)
0 ()

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom Mc Call, Michelle Haase, Paul Boucher, Timothy J Noonan, Dennis Langer, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2021.

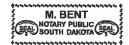


Paul T. Bruflat

vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

n. Ben

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 17th day of December, 2021.



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

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This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



1. 1

a (3)

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Beenarydian

Rosemary Quinn Vice President and Surety General Counsel on behalf of



Western Surety Company



Continental Casualty Company



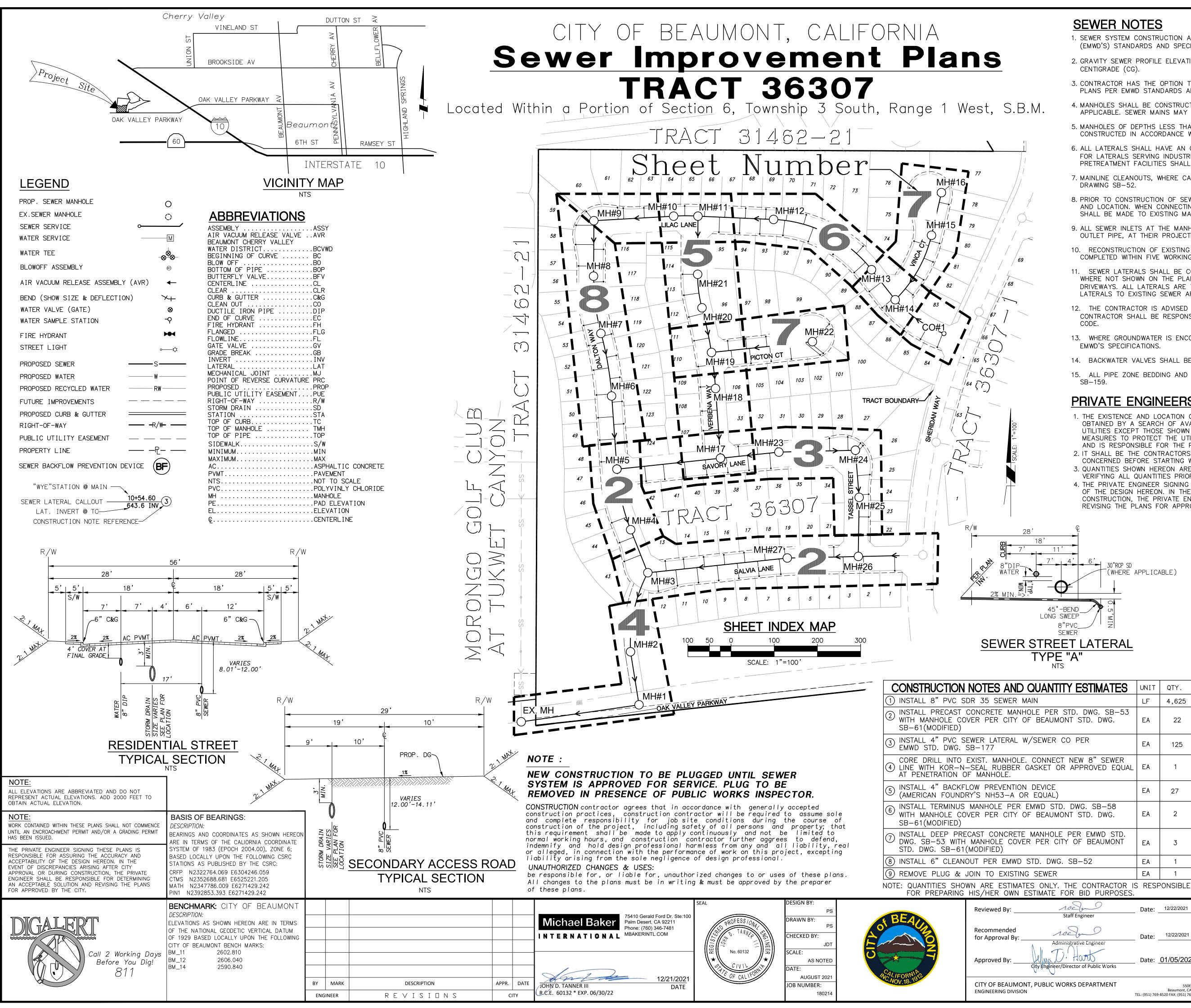
The Continental Insurance Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania



	Val
ATE	JOHN D. TANNER III
	R.E. 60132 * EXP. 06/30/

- 1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
- 2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT). FORCE MAIN PROFILE ELEVATIONS ARE TO
- 3. CONTRACTOR HAS THE OPTION TO INSTALL PLASTIC OR VCP SEWERS EXCEPT WHERE SPECIFICALLY DESIGNATED ON PLANS PER EMWD STANDARDS AND SPECIFICATIONS
- 4. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT
- 5. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
- 6. ALL LATERALS SHALL HAVE AN ON-SITE CLEANOUT IN ACCORDANCE WITH STANDARD DRAWING SB-52. IN ADDITION, FOR LATERALS SERVING INDUSTRIAL AND/OR COMMERCIAL DEVELOPMENTS. THE REQUIREMENTS FOR SAMPLING AND/OR PRETREATMENT FACILITIES SHALL BE DETERMINED BY CONTRACTING THE BUILDING AND SAFETY DEPARTMENT
- 7. MAINLINE CLEANOUTS, WHERE CALLED FOR ON THE PLANS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD
- 8. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR
- 9. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE
- 10. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT
- 11. SEWER LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SB-177. LOCATIONS OF WYES AND LATERALS, WHERE NOT SHOWN ON THE PLANS, ARE TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION TO MISS DRIVEWAYS. ALL LATERALS ARE TO BE 4" IN DIAMETER UNLESS OTHERWISE SHOWN ON PLANS. CONNECTIONS OF NEW LATERALS TO EXISTING SEWER ARE TO BE PER STANDARD DRAWING SB-176
- 12. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8, CALIFORNIA ADMINISTRATIVE
- 13. WHERE GROUNDWATER IS ENCOUNTERED, ALL VCP PIPE SHALL BE TREATED FOR ABSORPTION RESISTANCE PER
- 14. BACKWATER VALVES SHALL BE INSTALLED PER SECTION 710.1 OF THE UNIFORM PLUMBING CODE.
- 15. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND

PRIVATE ENGINEERS NOTICE TO CONTRACTOR

- 1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONAR' MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES
- 2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
- 3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION. 4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY
- OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM: MICHAEL BAKER INTERNATIONAL

ADDRESS: 75-410 GERALD FORD DRIVE, SUITE 100

CITY, ST.: PALM DESERT, CA 92211

TELEPHONE: (760) 346-7481

BY: JOHN D. TANNER III No. 60132 DATE: <u>12/21/2021</u> (NAME OF ENGINEER & RCE)

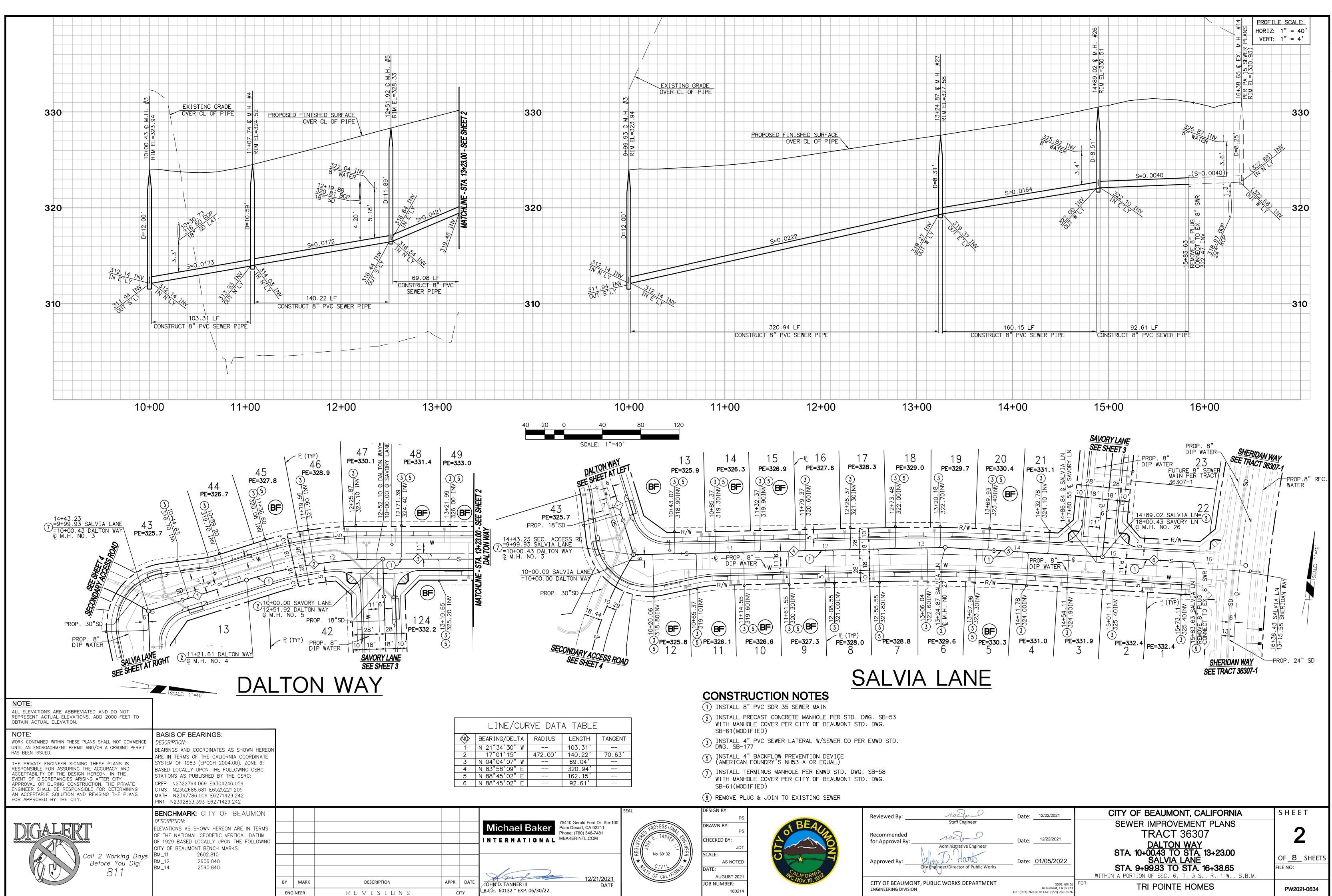
NOTE:

- APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE
- CITY OF BEAUMONT. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL
- COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT . THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED
- PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
- . SIDEWALK AND DRIVEWAY APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.

INDEX OF SHEETS

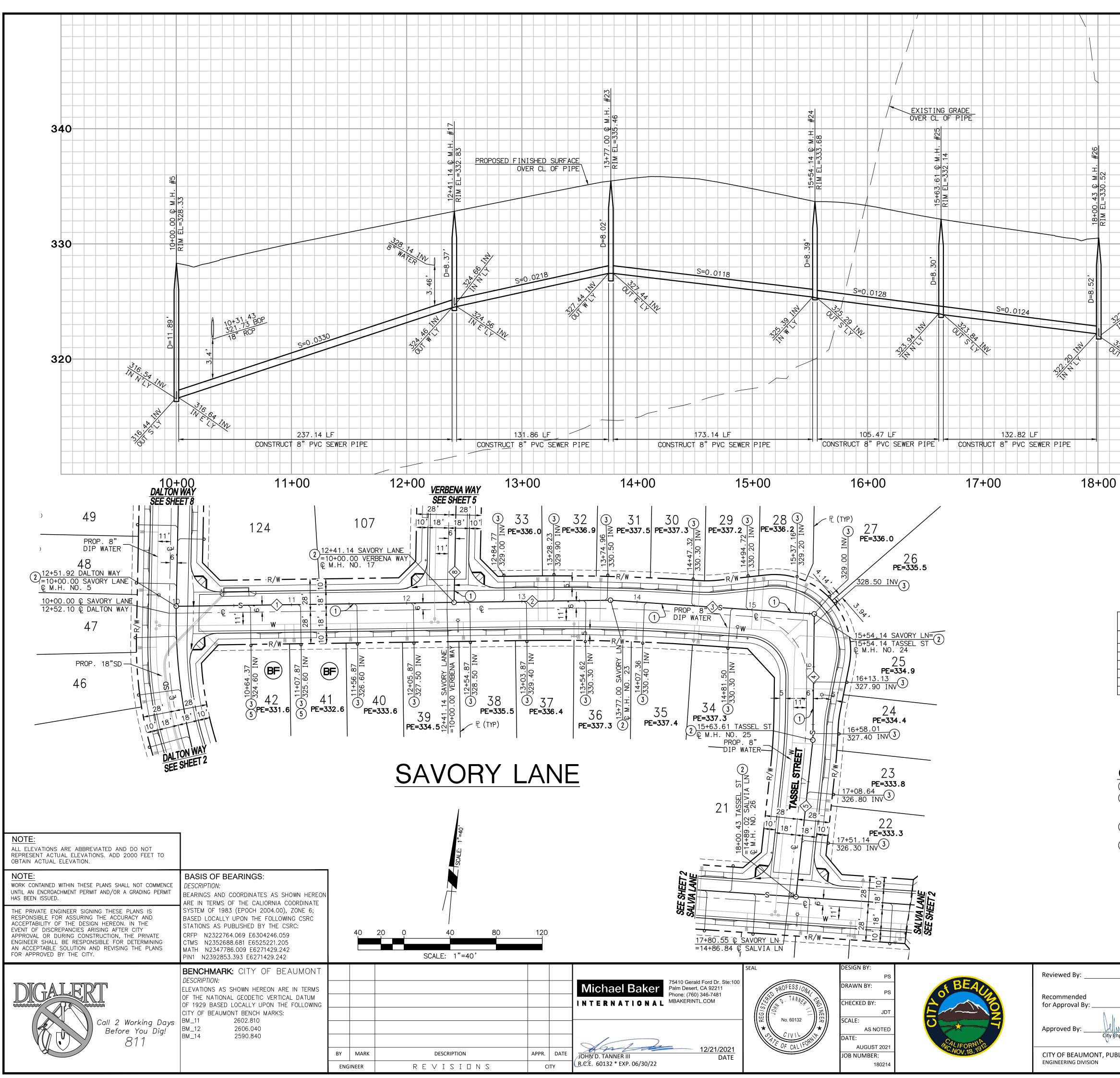
SHEET	DESCRIPTION
1	TITLE SHEET, VCINITY MAP, GENERAL NOTES
2	DALTON WAY - STA. 10+00.43 TO STA. 13+23.00
2	SALVIA LANE – STA. 9+99.93 TO STA. 16+38.65
3	SAVORY LANE & TASSEL STREET - STA. 10+00.00 TO STA. 18+00.43
4	SECONDARY ACCESS ROAD STA. 8+54.05 TO STA. 14+43.23
5	VERBENA WAY – STA. 10+00.00 TO STA. 15+64.54
6	LILAC LANE – STA. 10+00.00 TO STA. 19+06.61
7	PICTON CT STA. 10+00.00 TO STA. 12+35.00
7	VINCA CT – STA. 10+00.12 TO STA. 12+75.00
8	DALTON WAY - STA. 13+23.00 TO STA. 18+31.47

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Date:	12/22/2021	CITY OF BEAUMONT, CALIFORNIA	SHEET
_		SEWER IMPROVEMENT PLANS	
Date:	12/22/2021	TRACT 36307	1
Date:	01/05/2022		OF <u>8</u> SHEETS
			FILE NO:
TEL: (951) 769	Beaumont, CA 92223		PW2021-0634
	Date: Date: _ Date: _	Date: <u>12/22/2021</u> Date: <u>12/22/2021</u> Date: <u>01/05/2022</u>	Date: 12/22/2021 CITY OF BEAUMONT, CALIFORNIA SEWER IMPROVEMENT PLANS TRACT 36307 Date: 12/22/2021 Date: 01/05/2022 TITLE SHEET • VICINITY MAP • GENERAL NOTES WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M. FOR: TRI POINTE HOMES



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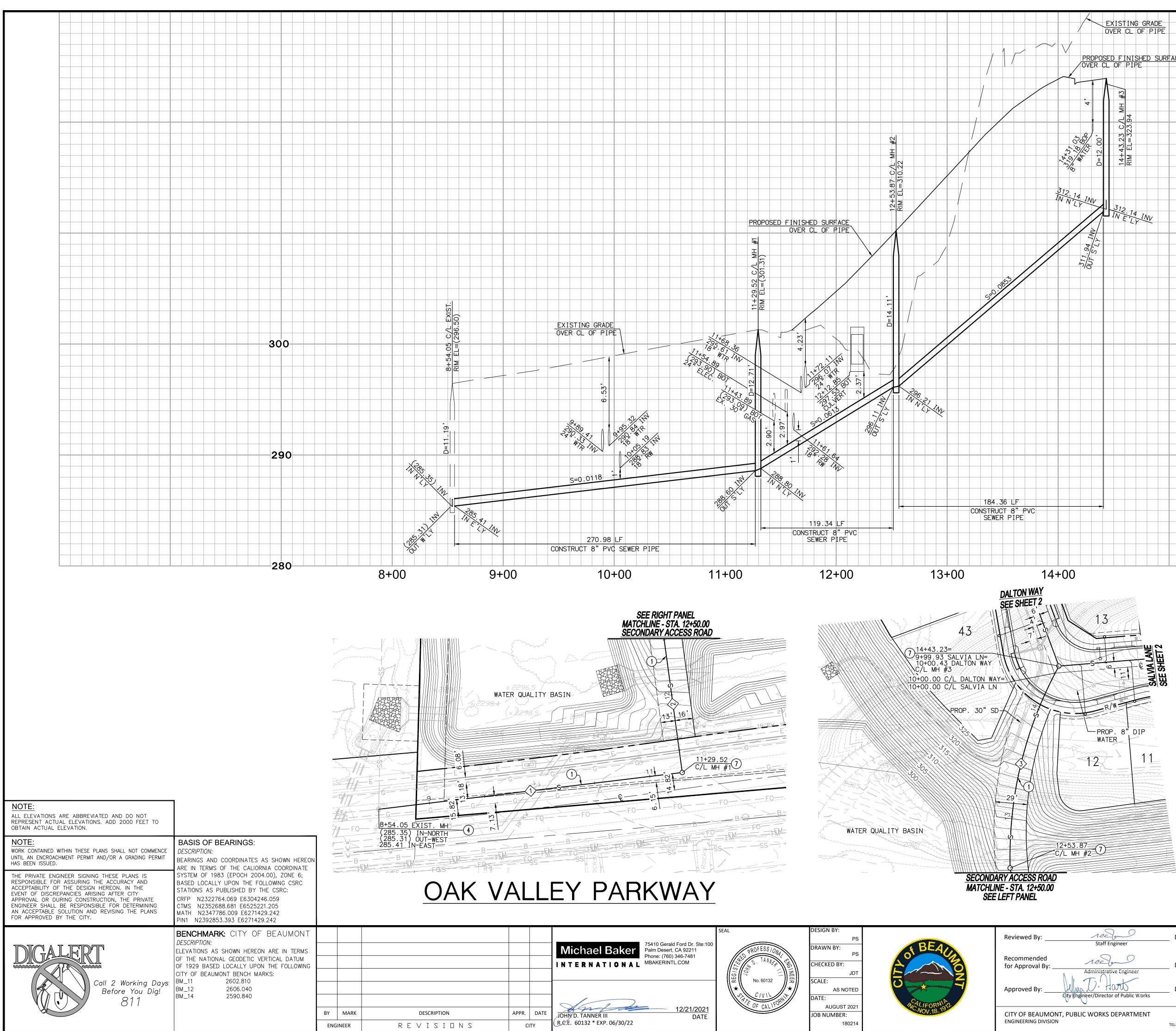
	LINE/CURVE DATA TABLE												
	BEARING/DELTA	RADIUS	LENGTH	TANGENT									
1	N 83°58'09"E		237.14'										
2	N 83°58'09"E		131.86'										
3	N 88°38'37"E		173.14'										
4	N 04°36'43"W		105.47'										
5	N 00°55'38"E		132.82'										
8	N 04°02'13" W		47.14'										

CONSTRUCTION NOTES

(1) INSTALL 8" PVC SDR 35 SEWER MAIN

- (2) INSTALL PRECAST CONCRETE MANHOLE PER STD. DWG. SB-53 WITH MANHOLE COVER PER CITY OF BEAUMONT STD. DWG. SB-61(MODIFIED)
- (3) INSTALL 4" PVC SEWER LATERAL W/SEWER CO PER EMWD STD. DWG. SB-177
- 5 INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A OR EQUAL)

1.cclon	Date: 12/22/2021	CITY OF BEAUMONT, CALIFORNIA	SHEET
Staff Engineer		SEWER IMPROVEMENT PLANS	_
1.000	Date: ^{12/22/2021}	TRACT 36307	3
Administrative Engineer			
elmo D. Harts	Date: 01/05/2022	SAVORY LANE & TASSEL STREET	OF <u>8</u> SHEETS
y Engineer/Director of Public Works		STA. 10+00.00 TO STA. 18+00.43	FILE NO:
Q		WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.	
PUBLIC WORKS DEPARTMENT	550E. 6th St Beaumont, CA 92223		PW2021-0634
	TEL: (951) 769-8520 FAX: (951) 769-8526		



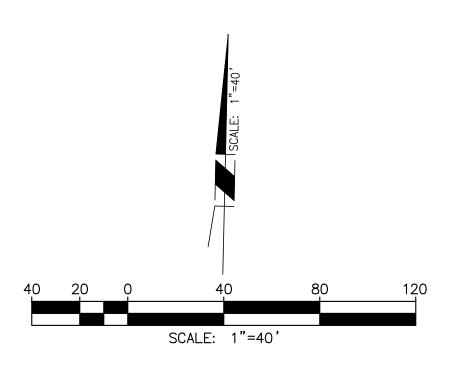
EXISTING GRADE		PROFILE SCALE: HORIZ: 1" = 40 VERT: 1" = 4'
EXISTING GRADE OVER CL OF PIPE		HORIZ: $1'' = 40$
PROPOSED FINISHED SURFACE		
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CONSTRUCTION NOTES

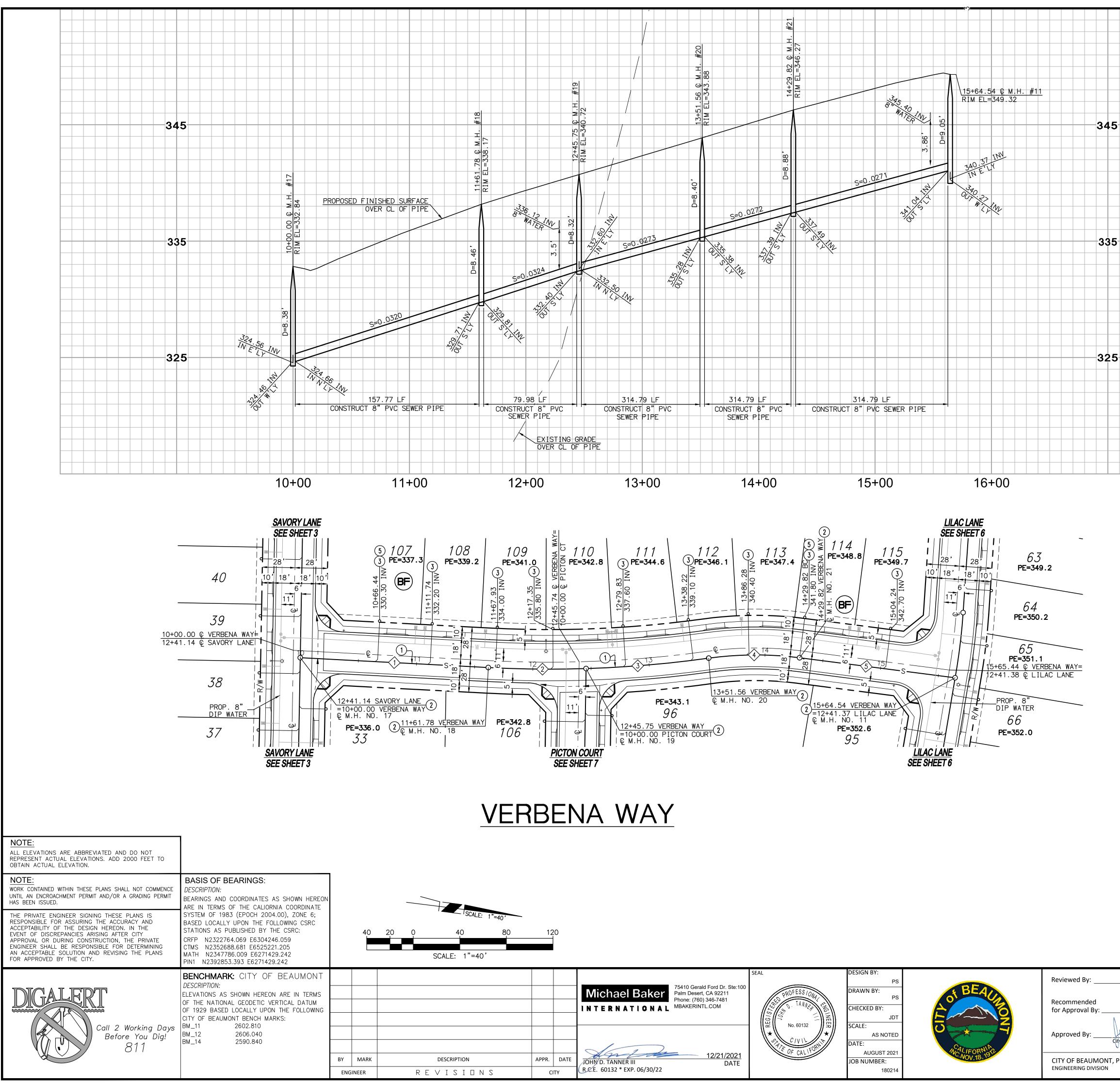
(1) INSTALL 8" PVC SDR 35 SEWER MAIN

- (4) CORE DRILL INTO EXIST. MANHOLE. CONNECT NEW 8" SEWER LINE WITH KOR-N-SEAL RUBBER GASKET OR APPROVED EQUAL AT PENETRATION OF MANHOLE
- (7) INSTALL DEEP PRECAST CONCRETE MANHOLE PER EMWD STD. DWG. SB-53 WITH MANHOLE COVER PER CITY OF BEAUMONT STD. DWG. SB-61(MODIFIED)

LINE/CURVE DATA TABLE											
\bigotimes	BEARING/DELTA	RADIUS	LENGTH	TANGENT							
1	N 81°48'20"E		275.47'								
2	N 09°03'29" W		124.33'								
3	30°34'33"	354.84'	189.36'	96.99'							



1.ccom	Date: 12/22/2021	CITY OF BEAUMONT, CALIFORNIA	SHEET
Staff Engineer		SEWER IMPROVEMENT PLANS	
1.000	Date: ^{12/22/2021}	TRACT 36307	4
Administrative Engineer			
Harts Harts	Date: 01/05/2022	SECONDARY ACCESS ROAD	OF <u>8</u> SHEETS
ity Engineer/Director of Public Works			FILE NO:
•		WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.	
PUBLIC WORKS DEPARTMENT	550E. 6th St Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8526	TRI POINTE HOMES	PW2021-0634



PROFILE SCALE:

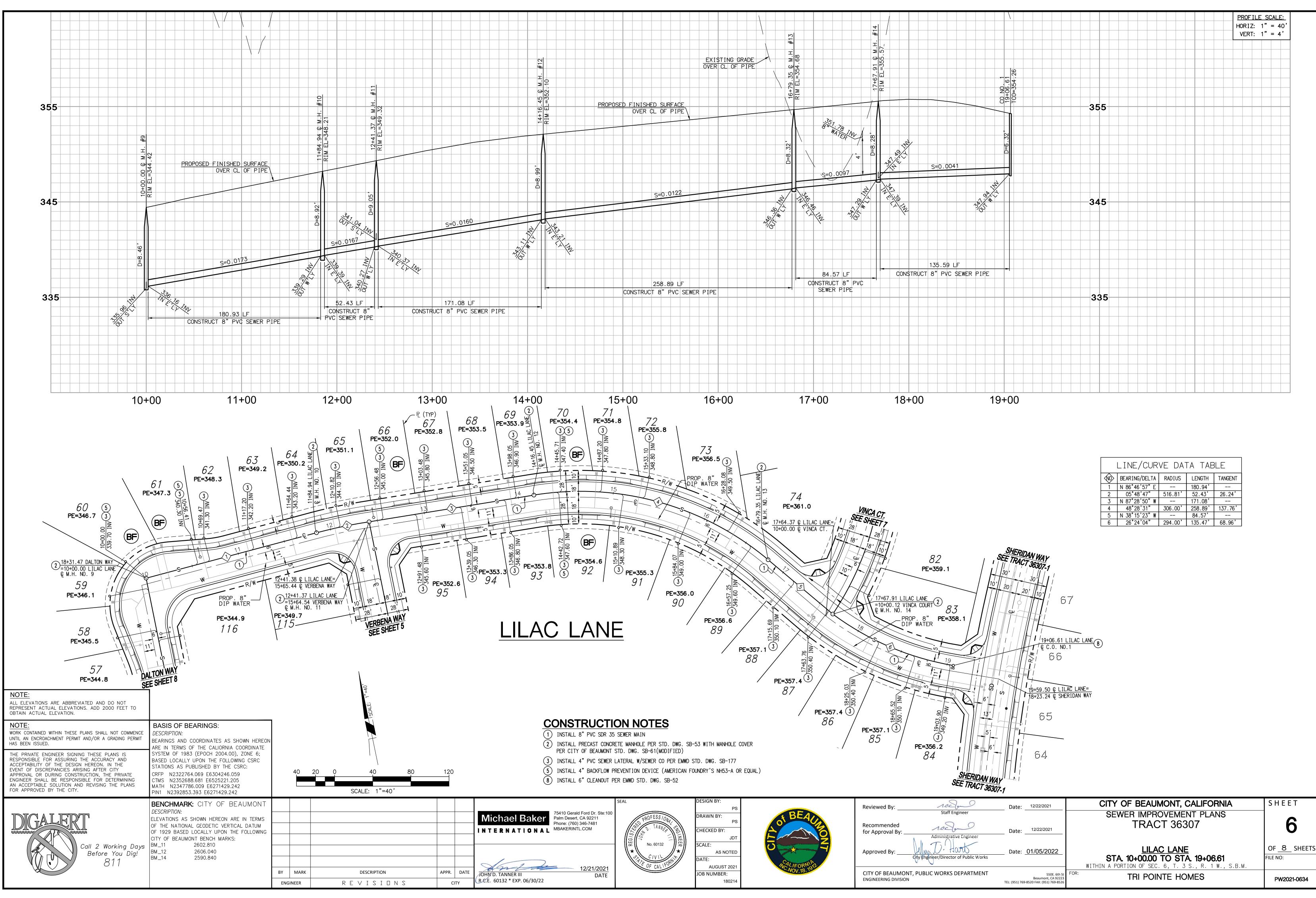
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CONSTRUCTION NOTES

- (1) INSTALL 8" PVC SDR 35 SEWER MAIN
- (2) INSTALL PRECAST CONCRETE MANHOLE PER STD. DWG. SB-53 WITH MANHOLE
- COVER PER CITY OF BEAUMONT STD. DWG. SB-61(MODIFIED)
- (3) INSTALL 4" PVC SEWER LATERAL WITH SEWER C.O. PER EMWD STD. DWG. SB-177
- (5) INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A OR EQUAL)

	LINE/CURVE DATA TABLE											
ſ		BEARING/DELTA	RADIUS	LENGTH	TANGENT							
	1	N 04°04'07"W		157.78'								
	2	04°35'44"	997.00 '	79.97'	40.00'							
	3	05°51'03"	997.00'	101.81'	50.95'							
	4	14°28'21"	294.00'	74.26'	37.33'							
	5	N 00°16'37"E		130.72'								

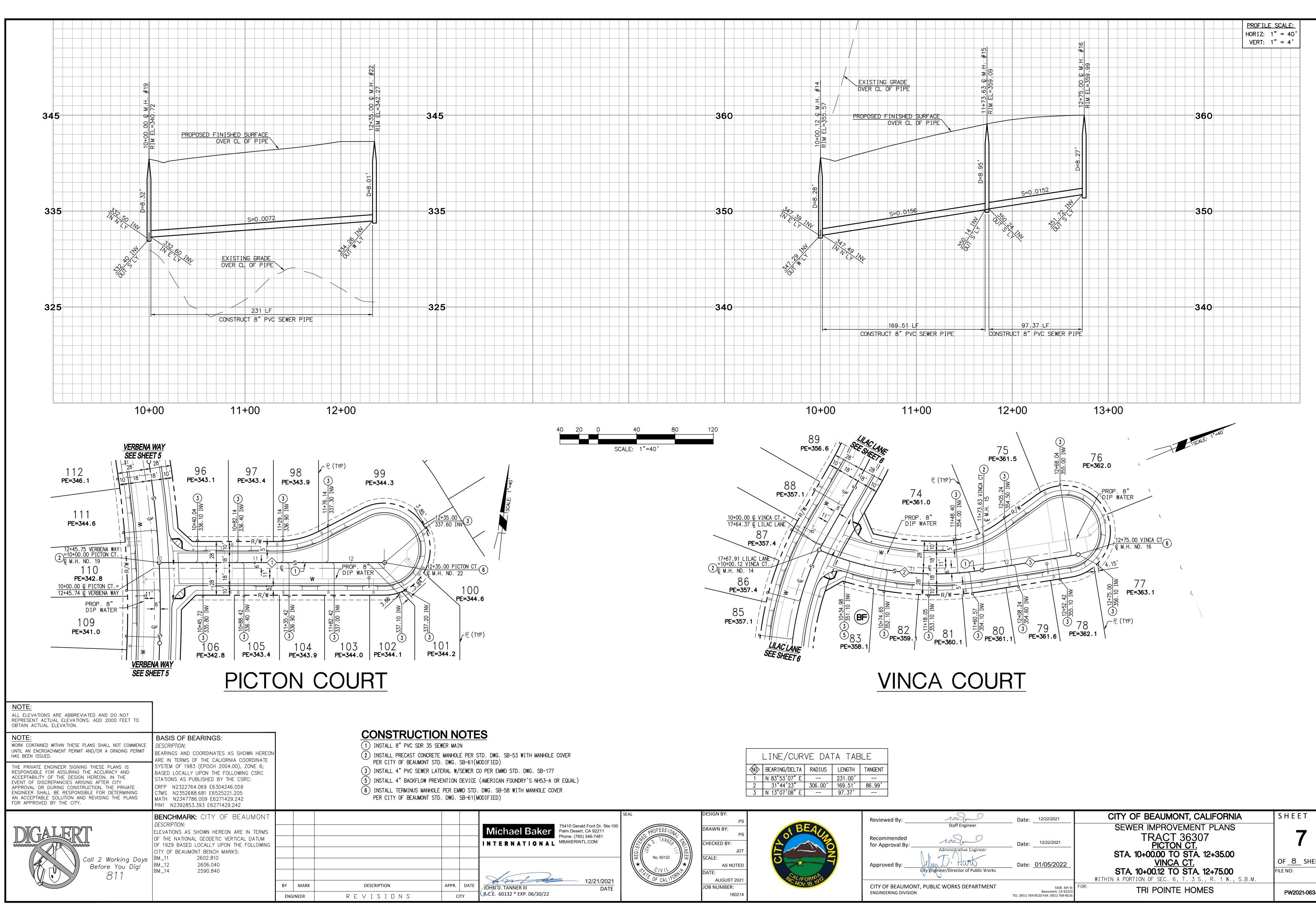
1.ccom	Date: 12/22/2021	CITY OF BEAUMONT, CALIFORNIA	SHEET
Staff Engineer		SEWER IMPROVEMENT PLANS	
1.000	Date: 12/22/2021	TRACT 36307	5
Administrative Engineer			
Jelma D. Harts	Date: 01/05/2022	VERBENA WAY	OF <u>8</u> SHEETS
dity the gineer/Director of Public Works		STA. 10+00.00 TO STA. 15+64.54 WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.	FILE NO:
, PUBLIC WORKS DEPARTMENT	550E. 6th St Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8526	FOR: TRI POINTE HOMES	PW2021-0634



_												
	LINE/CURVE DATA TABLE											
	\diamond	BEARING/DELTA	RADIUS	LENGTH	TANGENT							
	1	N 86°46'57"E		180.94'								
2	2	05°48'47"	516.81'	52.43'	26.24'							
3	3	N 87°28'50"W	-	171.08'								
4	1	48°28'31"	306.00'	258.89'	137.76'							
5	5			84.57'								
6	5	26°24'04"	294.00'	135.47'	68.96'							
5	5	48 28 31 N 38°15'23" W 26°24'04"		84.57'								

12/21

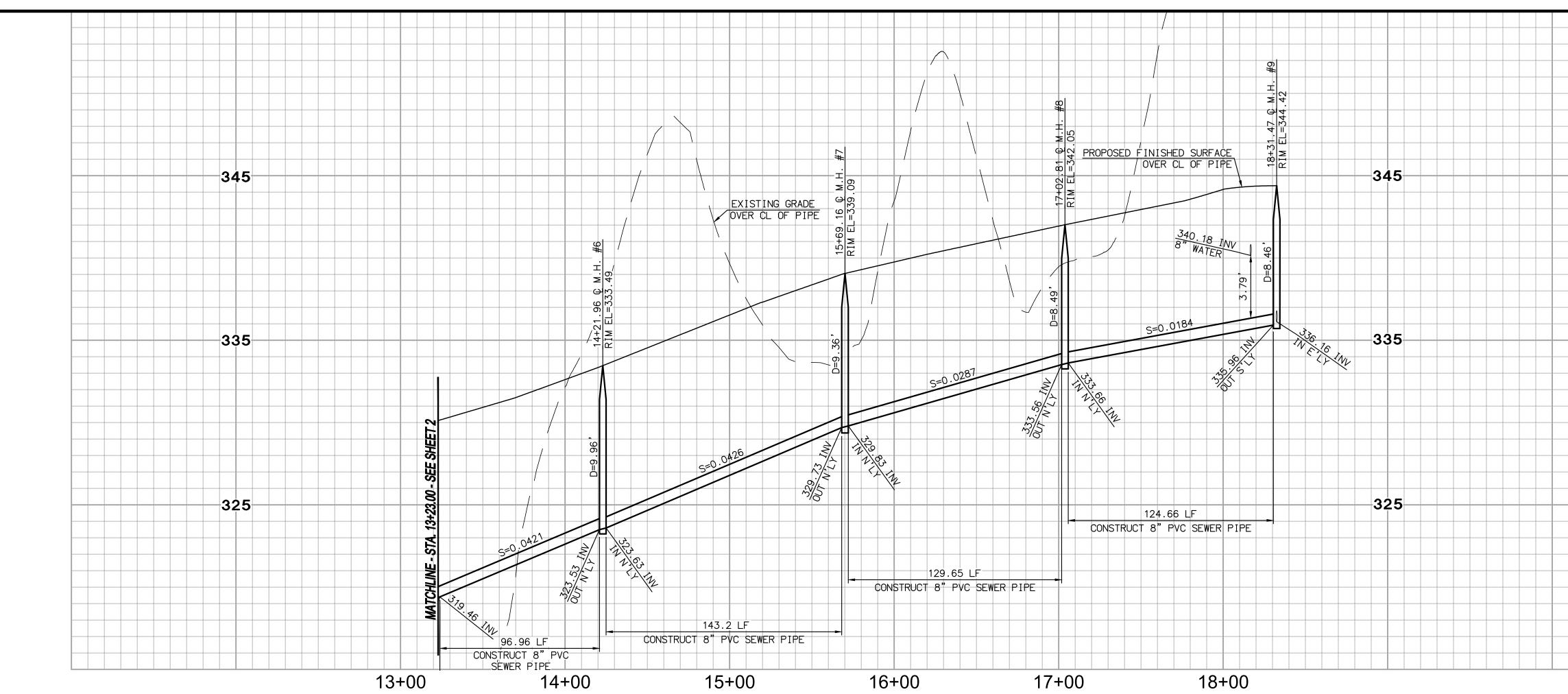
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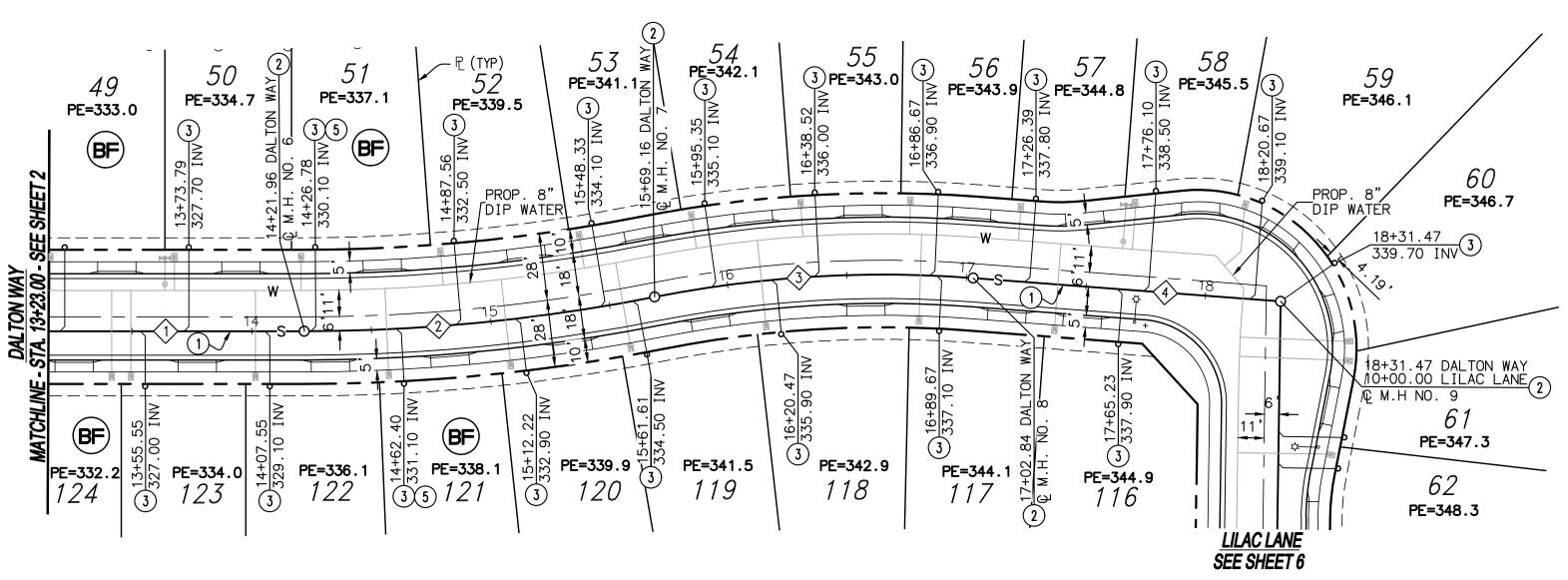


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		SEAL DESIGN BY:		Reviewed By:	1.eco	Date: 12/22/2021	CITY OF BEAUMONT, CALIFORNIA	SHEET	ILLS
	Michael Baker Palm Desert, CA 92211	DRAWN BY:	S BEAL		Staff Engineer		SEWER IMPROVEMENT PLANS		
	Phone: (760) 346-7481	TANNER CHECKED BY:		Recommended for Approval By:	1.ccom	Date: 12/22/2021	TRACT 36307 PICTON CT.	(MEN
		JDT	E Z	\	Administrative Engineer		STA. 10+00.00 TO STA. 12+35.00		RNA
		AS NOTED		Approved By:	el no D. Harts	Date: 01/05/2022	VINCA CT.	OF <u>8</u> SHEETS	TOU
	10/04/0004	DATE: OF CAL \FORM	MALIFORNIA -	Cut	Hengineer/Director of Public Works		STA. 10+00.12 TO STA. 12+75.00 WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.	FILE NO:	TAV
APPR. C	JOHN D. TANNER III DATE	JOB NUMBER:	C. NOV.18,19	CITY OF BEAUMONT, P ENGINEERING DIVISION	UBLIC WORKS DEPARTMENT	– 550E. 6th St Beaumont, CA 92223	FOR: TRI POINTE HOMES	PW2021-0634	PDA
CITY		180214		ENGINEERING DIVISION		TEL: (951) 769-8520 FAX: (951) 769-8526		F WZUZI-0034	Ξ

2/21/

REVISED:



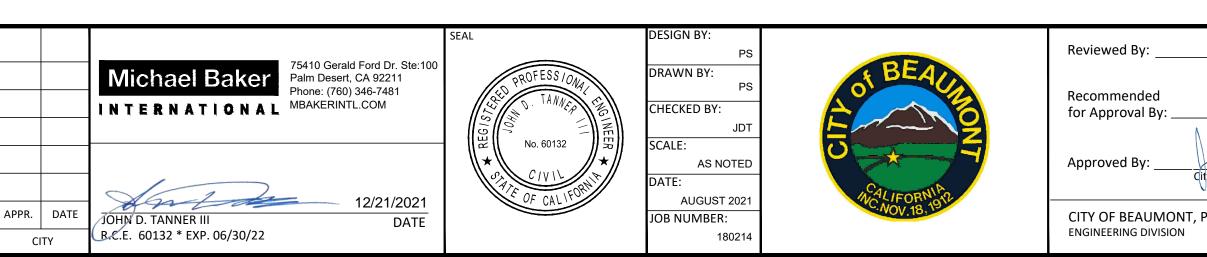


NOTE: ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.							<u> </u>
NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.	BASIS OF BEARINGS: DESCRIPTION: BEARINGS AND COORDINATES AS SHOWN HEREON ARE IN TERMS OF THE CALIORNIA COORDINATE						
THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.	SYSTEM OF 1983 (EPOCH 2004.00), ZONE 6; BASED LOCALLY UPON THE FOLLOWING CSRC STATIONS AS PUBLISHED BY THE CSRC: CRFP N2322764.069 E6304246.059 CTMS N2352688.681 E6525221.205 MATH N2347786.009 E6271429.242 PIN1 N2392853.393 E6271429.242		40	20 0	40 SCALE: 1"=40	E: 1"=40' 80	12
DIGALERT Call 2 Working Days Before You Dig! 811	BENCHMARK: CITY OF BEAUMONT DESCRIPTION: ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 BASED LOCALLY UPON THE FOLLOWING CITY OF BEAUMONT BENCH MARKS: BM_11 2602.810 BM_12 2606.040 BM_14 2590.840						
		BY	MARK		DESCRIPTION		API
		ENG	GINEER		R E V I S I D	NS	



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DALTON WAY



PROFILE SCALE:

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CONSTRUCTION NOTES

1) INSTALL 8" PVC SDR 35 SEWER MAIN (2) INSTALL PRECAST CONCRETE MANHOLE PER STD. DWG. SB-53 WITH MANHOLE COVER PER CITY OF BEAUMONT STD. DWG. SB-61(MODIFIED) (3) INSTALL 4" PVC SEWER LATERAL W/SEWER CO PER EMWD STD. DWG. SB-177 5 INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A OR EQUAL)

	LINE/CUF	RVE DAT.	a table	
\diamond	BEARING/DELTA	RADIUS	LENGTH	TANGENT
	N 04°04'07"W		96.96'	
) -	10°51'10"	756.00'	143.20'	71.81'
5	15°02'16"	494.00'	129.65'	65.20'
-	N 00°16'37"E		124.66'	

1.ccm	Date: 12/22/2021	CITY OF BEAUMONT, CALIFORNIA	SHEET
Staff Engineer		SEWER IMPROVEMENT PLANS	
1.ccom	Date: ^{12/22/2021}	TRACT 36307	8
Administrative Engineer	Date: 01/05/2022	<u>DALTON WAY</u> STA. 13+23.00 TO STA. 18+31.47	OF <u>8</u> SHEETS
•		WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.	
, PUBLIC WORKS DEPARTMENT	550E. 6th S Beaumont, CA 9222: TEL: (951) 769-8520 FAX: (951) 769-8520		PW2021-0634

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT CONSTRUCTION COST WORKSHEET



PROJECT NAME:	Tour	rnament Hills - Trac	t 36307 Sewe	r Improvements	
DATE:		19-Nov-21			
PP, CUP NO.:			BY:	Samuel Menache	_
IMPROVEMENTS		FUL PERFORMAN		100%	
		R & MATERIALS S	SECURITY	100%	
	Cons	struction Costs)			
Streets/Drainage	\$	-			
Sewer	\$	394,657.00			
Total	\$	394,657.00			
Warranty Retension (22.5%)	\$	88,797.83			
Street/Drainage Plan Check Fees =	\$	-			
Sewer Plan Check Fees =	\$	9,866.43			
Street Inspection Fees =	\$	-			
Sewer Inspection Fees =	\$	15,786.28			

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do

include additional 20% for recordation prior to having signed plans

12/1/2021

Above amounts do not x include additional 20% for recordation prior to having signed plans

Engineer's Signature

Date

John D. Tanner III Name typed or printed

FORM \$ UNIT COSTS REVISED 09/06

*****<u>PLEASE READ INSTRUCTIONS BELOW</u>*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".

2. Show Bond Amounts to the nearest \$500.

3. For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

No. 60130

Civil Engineer's Stamp

OF CA

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: ______ Tournament Hills - Tract 36307 Sewer Improvements

DATE: 11/19/2021

SEWER IMPROVEMENTS Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	U	NIT COST	А	MOUNT
4,092	L.F.	4" P.V.C. (124 Lots @ 28' Avg. Length & 5' for cleanout)	\$	15.00	\$	61,380
	L.F.	4" P.V.C. Force Main & Fittings	\$	26.00	\$	-
4,625	L.F.	8" P.V.C.	\$	30.00	\$	138,750
	L.F.	10" V.C.P.	\$	35.00	\$	-
	L.F.	12" V.C.P.	\$	40.00	\$	-
	L.F.	15" V.C.P.	\$	50.00	\$	-
24	EA.	Standard or Terminus Manholes	\$	2,500.00	\$	60,000
3	EA.	Deep Manholes	\$	4,000.00	\$	12,000
125	EA.	Cleanouts	\$	500.00	\$	62,500
	EA.	Sewer Y's	\$	25.00	\$	-
	EA.	Chimneys	\$	400.00	\$	-
	EA.	Adjust M.H. to grade	\$	500.00	\$	-
	L.F.	Concrete Encasement	\$	35.00	\$	-
1	EA.	Remove 8" Plug and join to exist. sewer	\$	300.00	\$	300
	L.F.	Sewer Pipe Sleeving	\$	36.00	\$	-
1	EA.	Core Drill & Connect 8" Sewer into Ex Manhole	\$	1,500.00	\$	1,500
27	EA.	Backflow prevention device	\$	250.00	\$	6,750
	L.F.	12" P.V.C.	\$	40.00	\$	-
	LS	Remove Existing Manhole and Sewer Line	\$	20,000.00	\$	-
۸.	Subtotal				\$	343,180
3.	Continger	icy (15% x A)			\$	51,477
) .	Sewer Tot	al (A + B)			\$	394,657