

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and Tri Pointe Homes IE-SD, Inc. (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated February 26, 2021, and identified as Sundance - Cherry Avenue is hereby referred to and made a part hereof; and:
Widening Street Improvements - Mary Lane to Brookside

WHEREAS, Principal is required under the terms of the agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the agreement.

NOW, THEREFORE, we, the Principal and The Continental Insurance Company ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of *** dollars (\$ 193,401.05) 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. ***One Hundred Ninety-Three Thousand Four Hundred One and 05/100***

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, provisions in the agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Beaumont, 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 a condition precedent to the satisfactory completion of the agreement, the obligation of the Principal and surety under this bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Principal or his or its heirs, executors, administrators, successors or assigns, fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Principal remains.

As a 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 of Beaumont in successfully enforcing such obligation, all to be taxed as costs and included in any judgment 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 anywise affect its obligations under 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. The Surety waives all rights of subrogation against the City or any person employed by the City.

[signatures on following page]

SIGNED AND SEALED THIS 11th DAY OF January ~~2020~~. 2022.



(Seal)

(Seal)

The Continental Insurance Company
SURETY

Tri Pointe Homes IE-SD, Inc.
PRINCIPAL

By: Michelle Haase

By: Michael C. Taylor

Michelle Haase, Attorney-in-Fact

Michael C. Taylor

(Name)

(Name)

(Address)

(Title)

2 Park Plaza, Suite 400

(Address)
1250 Corona Pointe, Suite 600

Irvine, CA 92614

Corona, CA 92879

By:

(Name)

(Title)

(Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY 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 JAN 11 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer)

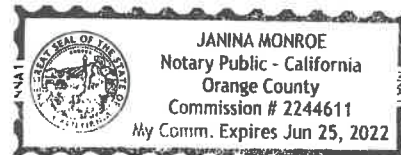
personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by
~~his/her/their~~ 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.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

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. Acknowledgments 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.

- 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 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.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

California 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 Riverside

} s.s.

On January 18, 2022 before me, Ana E. Chavez Perez, Notary Public

Name of Notary Public, Title

personally appeared Michael C. Taylor

Name of Signer (1)

Name of Signer (2)

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 of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer Signer(s) Thumbprints(s)

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 Obligor or Obligor'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.



Rosemary Quinn
Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

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.



The Continental Insurance Company

Paul T. Bruflat

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

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 11th day of January, 2022.



The Continental Insurance Company

D. Johnson

D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

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

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.”



Punch List

Project Name: Cherry Ave widening project

Project Number: TR

PW2018-0370 EP2021-0914

Inspected By:

Page: 1 of 1

Date: 7/15/21

Sergio Briseno/Jason Grayhead

Item No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	Chipped sidewalk "corner"	All work has been completed as of 1/10/22	
2	Chipped sidewalk "corner"		
3	Top of curb chipped		
4	Area around valve not filled in properly		
5	Repair asphalt around water valve		
6	Curb & gutter cracked		
7	Curb & sidewalk chipped		
8	corner of sidewalk cracked		
9	Repair asphalt on N/E corner of Cherry Ave.		
10	Repair weakened plane joints on sidewalk		
11	Complete landscape work.		

[COMPANY NAME]



City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No.	<u>PW2021-0737</u>
Receipt No.	<u>R01182836</u>
Fee \$	<u>3,484.43</u>
Date Paid	<u>8/24/21</u>

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

1. Contact's Name Rick Rush Phone (951) 539-5294

2. Contact's Address 1250 Corona Pointe Court Suite 600 Corona, CA 92879
City/State/Zip

5. Contact's E-mail rick.rush@tripointehomes.com

3. Developer Name Tri Pointe Phone (951) 539-5294
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address Same As Above City/St/Zip


5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):

Bond #30120819
Street Improvement Plans Cherry Ave Street Widening Mary Lane to Brookside Avenue
File #3270

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Rick Rush  08/17/2021
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Rick Rush  08/17/2021
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.

- Remove and replace concrete and AC as needed where lifting.
- Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
- Provide Type II slurry coat for all road surfaces.
- Restore/Verify pavement striping/markings.
- Restore/Verify blue dots and signage as needed.
- Clean and camera sewer. Provide report and video copy of camera survey.
- Provide all final geotechnical reports.
- Provide Engineers' certification for line and grade within Right-of-Way.
- Provide Landscape Architects Certification as required.

Rick Rush



Print Name and Sign – Contact/Applicant

08/17/2021

Date



LETTER OF TRANSMITTAL

TO: City of Beaumont **DATE:** 08/28/2021
550 E. 6th Street
Beaumont, CA 92223

ATTN: Sue Foxworth **PROJECT:** Sundance
TEL: (951) 769-8520 PW2021-0737
FAX: Bond 30120819

WE ARE FORWARDING:

DropBox Will Call UPS Overnight Pick up U.S. Mail

DESCRIPTION
<p><u>Submittals:</u></p> <ol style="list-style-type: none">1. Bond Exoneration Application - 30120819 Signed2. SUND Cherry Ave Street Imp Bond 301208193. PW2018-0320 Approved Cherry Ave Widening Street Plans 2021.02.17

THESE ARE TRANSMITTED as checked below:

For Approval Approved as Submitted For Your Use For Your Action
 At Your Request As Requested,

COMMENTS:

SIGNED: *Rick Rush*

Rick Rush
Project Manager

Basic Gov (Sales Force) #
File #

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. _____)**

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 # _____, (“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

Sundance-Cherry Avenue Widening Street Improvements: Mary Lane to Brookside

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

9. Procedure for Release of Performance Bond Security. 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.

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

11. Security for One-Year Warranty Period. 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.

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

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

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

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

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

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

CITY OF BEAUMONT

By: _____
Mayor

Date: _____

DEVELOPER

By:  _____

Date; March 1, 2021

Title: Michael C. Taylor, Division President

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____
Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") have entered into
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan,
dated February 26, 2021, 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

Sundance-Cherry Avenue Widening Street Improvements: Mary Lane to Brookside

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 The Continental Insurance Company,
as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal
sum of ~~Eight Hundred Fifty-Nine Thousand Five Hundred Sixty~~ ^{and 24/100} dollars (\$ 859,560.24) 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 February 26, 2021, ~~2020~~.



(Seal)

(Seal)

The Continental Insurance Company

Tri Pointe Homes IE-SD, Inc.

SURETY

PRINCIPAL

By: Michelle Haase

By: Michael C. Taylor

Name: Michelle Haase

Name: _____

Title: Attorney-in-Fact

Title: Michael C. Taylor, Division President

Address: 2 Park Plaza, Suite 400

By: _____

Irvine, CA 92614

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 600

Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

California 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 Riverside

} s.s.

On March 1, 2021 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title


personally appeared Michael C. Taylor
Name of Signer (1)

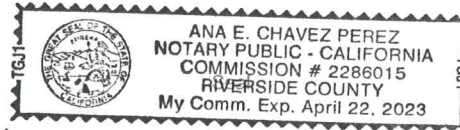
Name of Signer (2)

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 of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer Signer(s) Thumbprints(s)

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 FEB 26 2021 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
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.

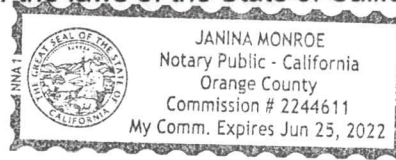
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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. Acknowledgments 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.

- 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 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.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 McCall, Paul Boucher, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, 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 20th day of October, 2020.



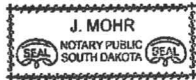
The Continental Insurance Company

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of October, 2020, 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 June 23, 2021

J. Mohr

J. Mohr 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 26th day of FEBRUARY, 2021.



The Continental Insurance Company

D. Johnson

D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

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

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.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty 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 Tri Pointe Homes IE-SD, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated February 26, 2021, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

Sundance-Cherry Avenue Widening Street Improvements: Mary Lane to Brookside

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.

**Eight Hundred Fifty-Nine Thousand Five Hundred Sixty and 24/100 Dollars (\$859,560.24)

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 ~~February 26, 2020~~, February 26, 2021.



(Seal)

The Continental Insurance Company

SURETY

By: Michelle Haase

Name: Michelle Haase

Title: Attorney-in-Fact

Address: 2 Park Plaza, Suite 400

Irvine, CA 92614

(Seal)

Tri Pointe Homes IE-SD, Inc.

PRINCIPAL

By: Michael C. Taylor

Name: _____

Title: Michael C. Taylor, Division President

By: _____

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 600

Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

California 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 Riverside } s.s.

On March 1, 2021 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

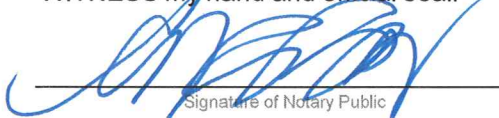
personally appeared Michael C. Taylor
Name of Signer (1)

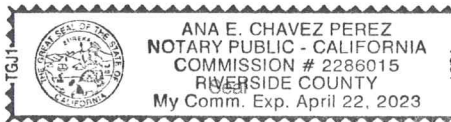
Name of Signer (2)

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 of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer Signer(s) Thumbprints(s)

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 FEB 26 2021 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
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.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

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. Acknowledgments 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.

- 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 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.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 McCall, Paul Boucher, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, 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 20th day of October, 2020.



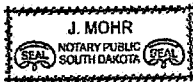
The Continental Insurance Company

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of October, 2020, 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 June 23, 2021

J. Mohr

J. Mohr 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 26th day of FEBRUARY, 2021.



The Continental Insurance Company

D. Johnson

D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

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

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.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



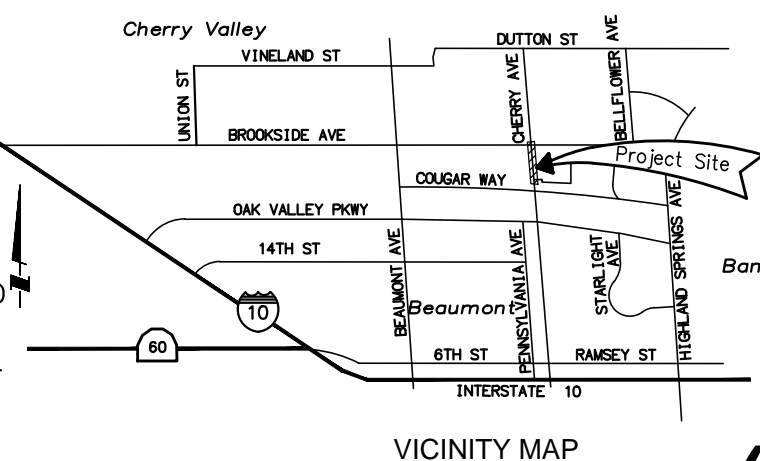
National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

STREET NOTES

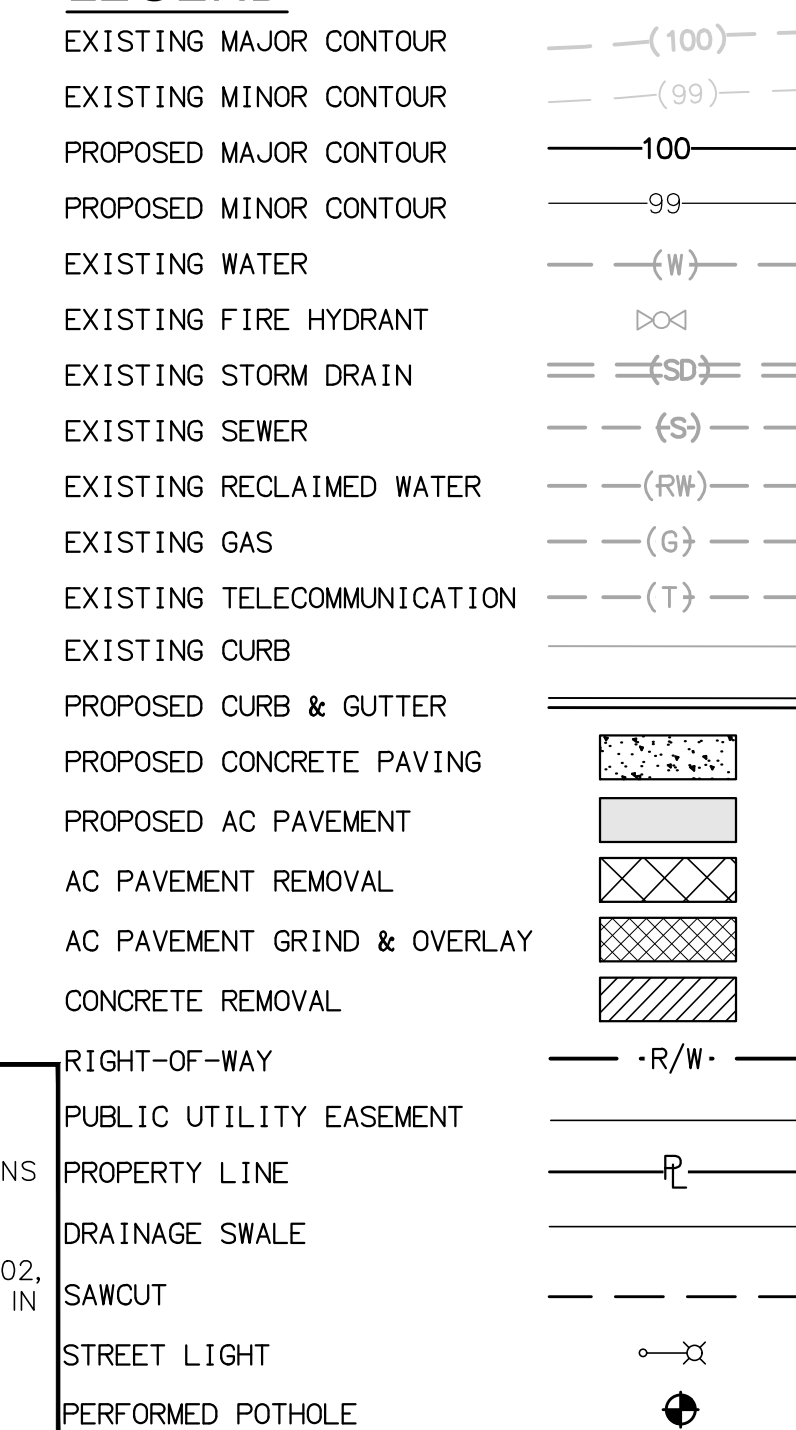
- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.



ABBREVIATIONS

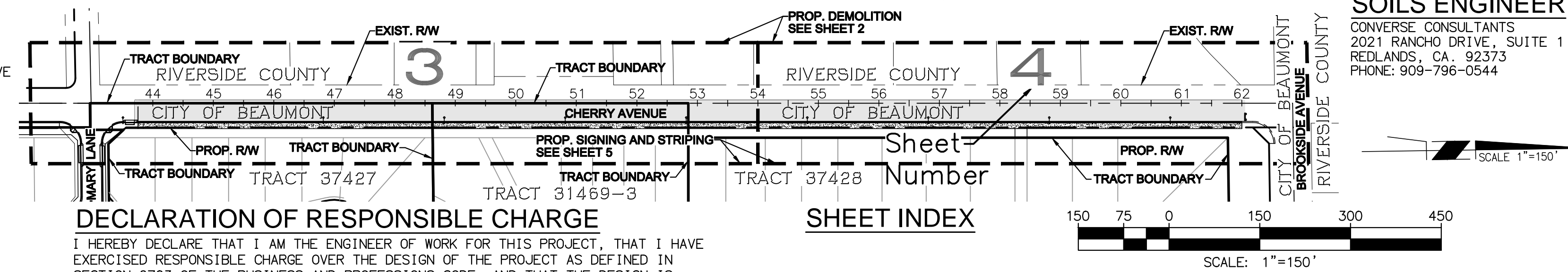
- AC --- ASPHALT CONCRETE
APN --- ASSESSOR'S PARCEL NUMBER
BC --- BEGIN CURB RETURN
BNDY --- BOUNDARY
BP --- BEGIN OF PAVEMENT
BVC --- BEGIN VERTICAL CURVE
B/W --- BACK OF SIDEWALK
CF --- CURB FACE
CL --- CENTERLINE
CONC --- CONCRETE
DW --- DOMESTIC WATER
DWM --- DRIVEWAY
EC --- END OF CURVE
EOR --- END CURB RETURN
EG --- EXISTING GRADE
EP --- EDGE OF PAVEMENT
EVC --- END VERTICAL CURVE
FG --- FINISHED GRADE
FL --- FLOW LINE
FS --- FINISHED SURFACE
GB --- GRADE BREAK
GL --- GRADE LINE
HDR --- HEADER
HP --- HIGH POINT
LP --- LOW POINT
LS --- LANDSCAPE AREA
MVC --- MIDDLE OF VERTICAL CURVE
LOC --- LENGTH ON CURB
NG --- NATURAL GROUND
NGL --- NATURAL GRADE LINE
PCC --- PORTLAND CEMENT CONCRETE
PCI --- POINT OF INTERSECTION
PIG --- POINT OF INTER. GUTTER
PRC --- POINT OF REVERSE CURVE
PP --- POWER POLE
PVI --- POINT OF VERT. INTERSECTION
PVMT --- PAVEMENT
RP --- RADIUS POINT
RW --- RECLAIMED WATER
R/W --- RIGHT-OF-WAY
ST --- STREET
STC --- STRUCTURE
STD --- STANDARD
S/W --- SIDEWALK
SWR --- SEWER
TC --- TOP OF CURB
TEL --- TELEPHONE BOX
WV --- WATER VALVE
VC --- VERTICAL CURVE
VLT --- VAULT
WM --- WATER METER

LEGEND



CITY OF BEAUMONT, CALIFORNIA
Street Improvement Plans
CHERRY AVENUE STREET WIDENING
(MARY LANE TO BROOKSIDE AVENUE)

Located Within a Portion of Section 35, Township 2 South, Range 1 West, S.B.M.



DECLARATION OF RESPONSIBLE CHARGE

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: 75410 GERALD FORD DRIVE, SUITE 100
CITY, ST.: PALM DESERT, CA
TELEPHONE: 760-346-7481

BY: [Signature] RCE No. 63249 DATE: 2/5/2021
(NAME OF ENGINEER & RCE)

INDEX OF SHEETS

Table with 2 columns: SHEET, DESCRIPTION. Lists sheets 1-5 including Title Sheet, Demolition Plan, and Signing and Striping Plan.

PRIVATE ENGINEER'S 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 PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.

REFERENCE PLANS

Table with 3 columns: PLAN TYPE, CITY REF. NO. Lists various street, sewer, domestic, and final maps.

24-HOUR EMERGENCY CONTACT

PATRICK EMANUEL, CONSTRUCTION MANAGER, PARDEE HOMES, AT (951) 739-0458

BASIS OF TOPOGRAPHY

AERIAL TOPOGRAPHY BY: AEROTECH MAPPING MAY 10, 2013

OWNER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400

SOILS ENGINEER

CONVERSE CONSULTANTS
2021 RANCHO DRIVE, SUITE 1
REDLANDS, CA 92373
PHONE: 909-796-0544

GENERAL NOTES:

- 1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS TO THIS SET OF PLANS.
2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.
3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF \$1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF 'BETTER' AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY 'BESTS' KEY RATING GUIDE.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEDLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHEN STRENGTHS ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
A. SUMMARY SHEET
B. LABORATORY WORK SHEETS
C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEER AND INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
13. ALL REQUESTS FOR THE INSPECTION LINE FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO WORKING DAYS LATER.
14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTOR'S EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 6:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
18. ALL CONVEYANCE ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERFORM REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.
PROGRAM AND BLASTING PERMIT: (800) 422-4133
SOUTHERN CALIFORNIA EDISON (800) 409-2365
AT&T (800) 892-0123
TIME WARNER CABLE (760) 340-2225
COX COMMUNICATIONS (888) 423-3913
23. IN ACCORDANCE WITH THE CITY STORM WATER STANDARDS, STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

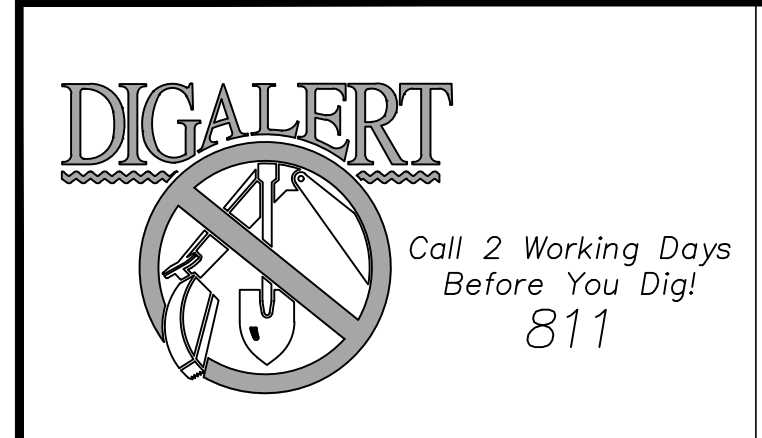
WORK TO BE DONE:

- 1. BEAUMONT MUNICIPAL CODE
2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461
FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES.
SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES, DOMESTIC AND RECLAIMED WATER: THE CHERRY VALLEY MUNICIPAL WATER DISTRICT STANDARDS FOR DOMESTIC AND RECLAIMED WATER FACILITIES.
ALL OTHER PUBLIC WORKS: THE MOST CURRENT VERSION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
3. THIS SET OF PLANS.
4. SOILS REPORT AND RECOMMENDATIONS BY CONVERSE CONSULTANTS, PROJECT NO. 15-81-178-30, DATED 1-8-16 AND BY LGC INLAND, PROJECT NO. 1061436-1, DATED 8-9-06.
5. STORM WATER POLLUTION PREVENTION PLAN PREPARED BY MICHAEL BAKER INTERNATIONAL DATED 12-15-12 AMENDED APRIL 15, 2015 WDD NO. 833C365311
6. CALIFORNIA STORM WATER QUALITY ASSOCIATION BMP CONSTRUCTION HANDBOOK AND CALTRANS CONSTRUCTION SITE BMP MANUAL.
7. CALTRANS STANDARD PLANS (2018 EDITION) - FOR SIGNING AND STRIPING.

REGISTRATION NUMBER, DATE SIGNED, COUNTY OVERSIGHT ENGINEER, REC/MD

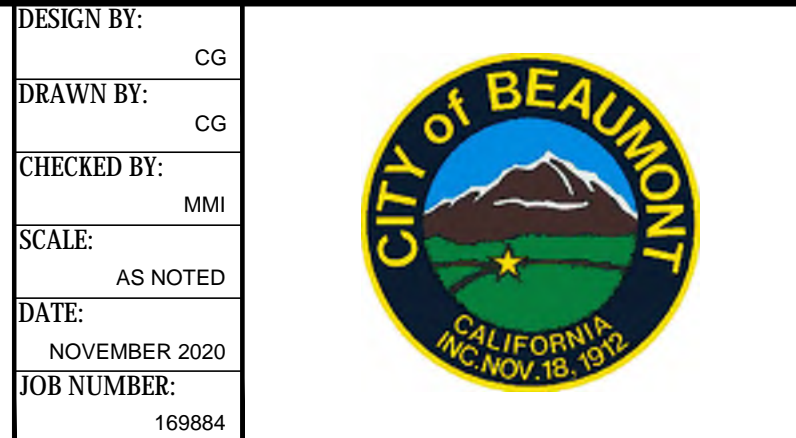
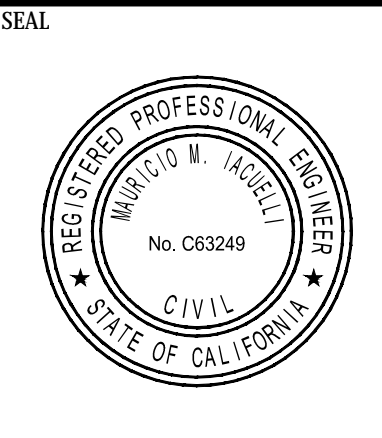
NOTE: ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

NPDES PERMIT#: WDD1833C365311
BASIS OF BEARINGS: BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEARING: N 52°49'02.84" E



BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION: 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.

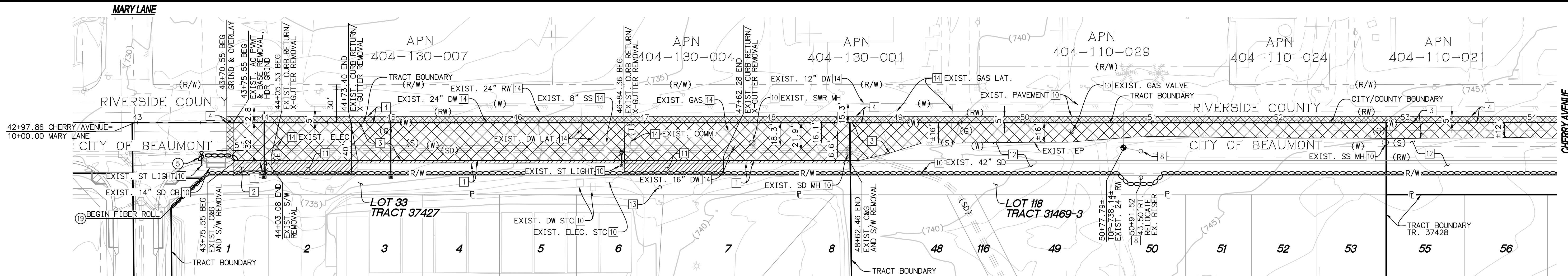
Table with columns: BY, MARK, DESCRIPTION, APPR, DATE. Lists revisions and approvals by Michael Baker International.



DESIGN BY: CG
DRAWN BY: CG
CHECKED BY: CG
SCALE: AS NOTED
DATE: NOVEMBER 2020
JOB NUMBER: 169884

Reviewed By: [Signature] Date: 2/10/2021
Recommended for Approval By: [Signature] Date: 2/10/2021
Approved By: [Signature] Date: 02/17/2021

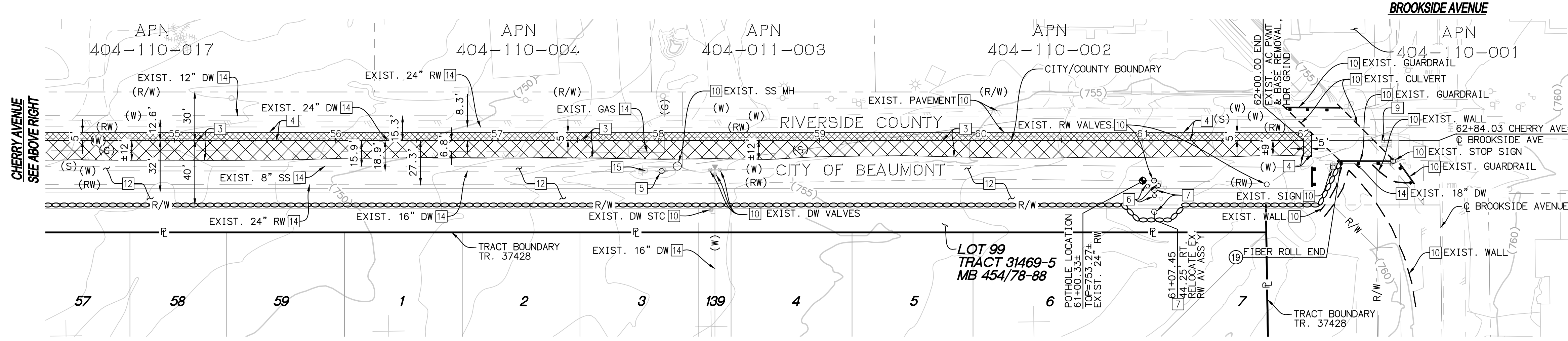
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
CHERRY AVENUE STREET WIDENING
(MARY LANE TO BROOKSIDE AVENUE)
TITLE SHEET
A PORTION OF SEC. 35, T. 2 S., R. 1 W., S.B.M.
PARDEE HOMES
SHEET 1 OF SHEETS
FILE NO: 3270



**CHERRY AVENUE
(PUBLIC)**

EROSION CONTROL NOTES

1. IN CASE OF EMERGENCY, CALL: PATRICK EMANUEL, CONSTRUCTION MANAGER, PARDEE HOMES, AT (951) 739-0458.
2. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
3. FOR PROJECTS COVERED BY STATE SWPPP/WDID, IN ACCORDANCE WITH THE CONSTRUCTION ORDER ISSUED BY THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, THE QUALIFIED SWPPP PRACTITIONER (QSP) SHALL UPDATE AND MAINTAIN THE WATER POLLUTION CONTROL (WPC) PLAN TO ADDRESS UPDATED SITE CONDITIONS OF THE PROJECT. THE UPDATED WPC PLAN AND UPDATED SWPPP SHALL BE KEPT AT THE PROJECT SITE AND MADE AVAILABLE TO THE CITY INSPECTOR. ADDITIONAL CONSTRUCTION BMP'S BEYOND THE ORIGINAL APPROVED SWPPP SHALL BE PROVIDED TO ADDRESS SITE CONDITIONS NOT ANTICIPATED. THE QSP SHALL REPORT BMP DEFICIENCIES TO THE CITY INSPECTOR. THE QSP SHALL OBTAIN APPROVAL FROM THE QUALIFIED SWPPP DEVELOPER AND THE CITY INSPECTOR REGARDING ANY SIGNIFICANT CHANGES TO BMP DEPLOYMENT.
4. THE CONTRACTOR SHALL RESTORE ALL EROSION CONTROL DEVICES TO WORKING ORDER TO THE SATISFACTION OF THE CITY ENGINEER AFTER EACH RUN-OFF PRODUCING RAINFALL.
5. THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL MEASURES AS MAY BE REQUIRED BY THE CITY ENGINEER DUE TO UNCOMPLETED GRADING OPERATIONS OR UNFORSEEN CIRCUMSTANCES WHICH MAY ARISE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATERS CREATE A HAZARDOUS CONDITION.
7. ALL EROSION CONTROL MEASURES PROVIDED PER THE APPROVED SWPPP AND/OR EROSION CONTROL PLAN SHALL BE INCORPORATED HEREON.
8. GRADED AREAS AROUND THE PROJECT PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
9. ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE FIVE (5) DAY RAIN PROBABILITY FORECAST EXCEEDS FORTY PERCENT (40%). SILT AND OTHER DEBRIS SHALL BE REMOVED AFTER EACH RAINFALL.
10. ALL GRAVEL BAGS SHALL BE WITH 3/4" MINIMUM AGGREGATE.



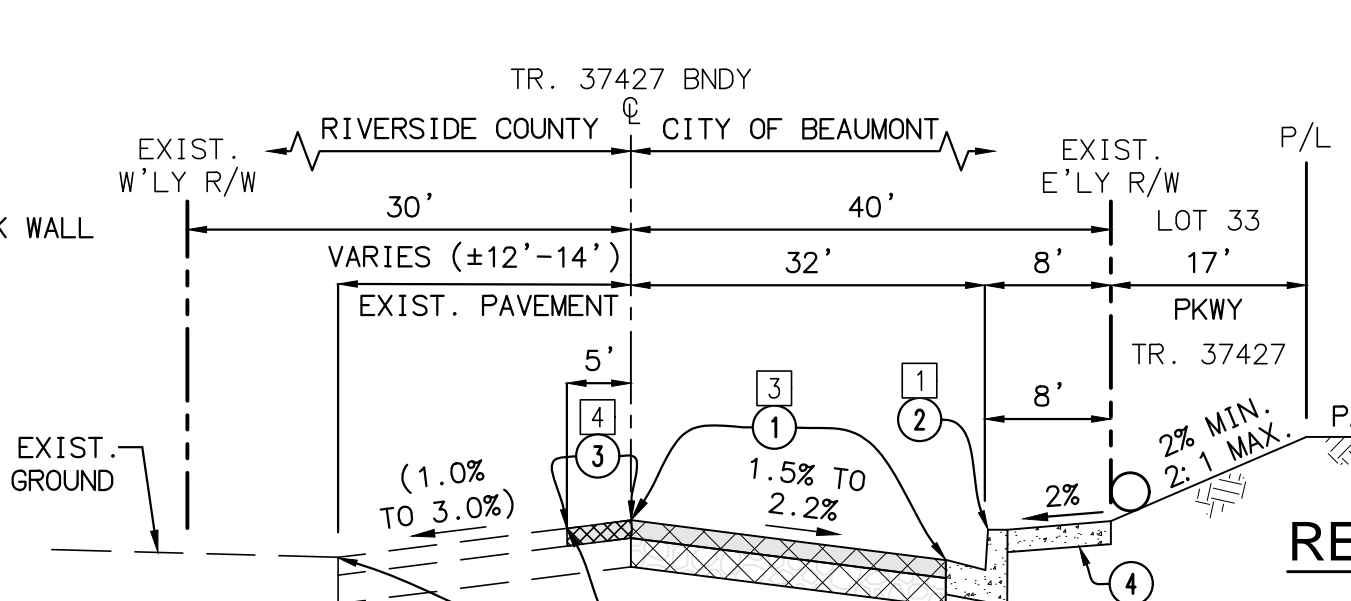
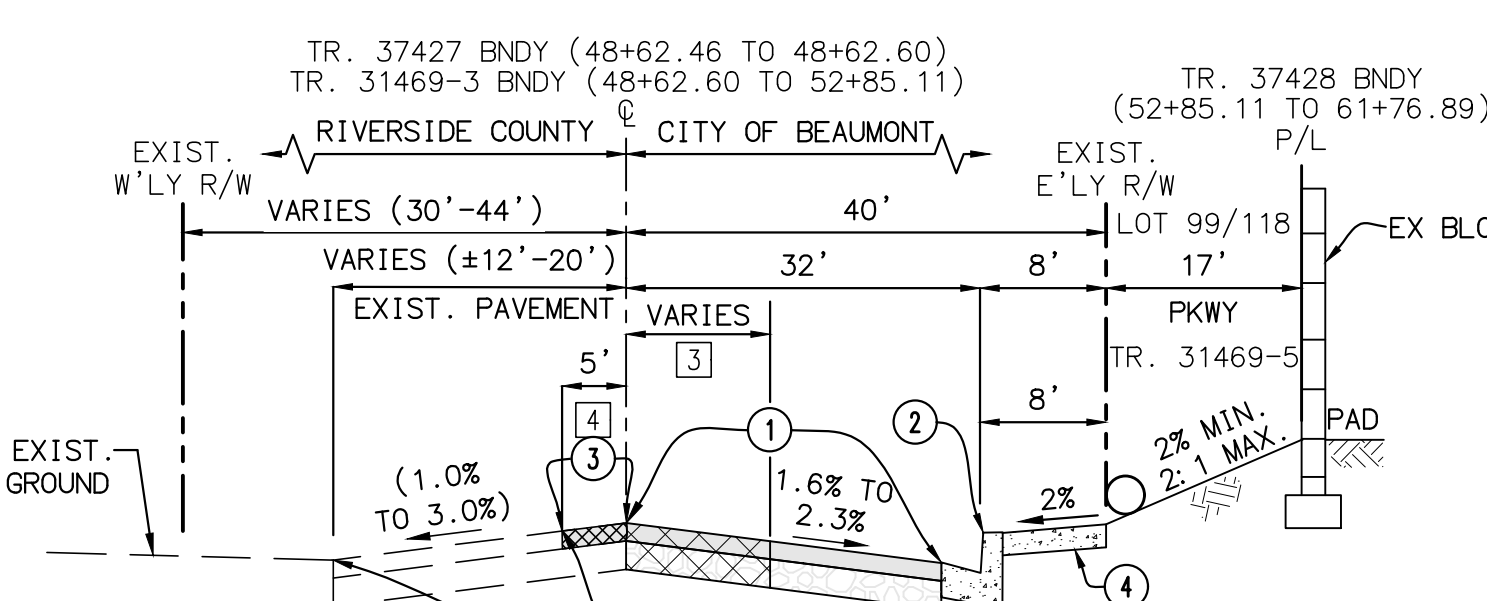
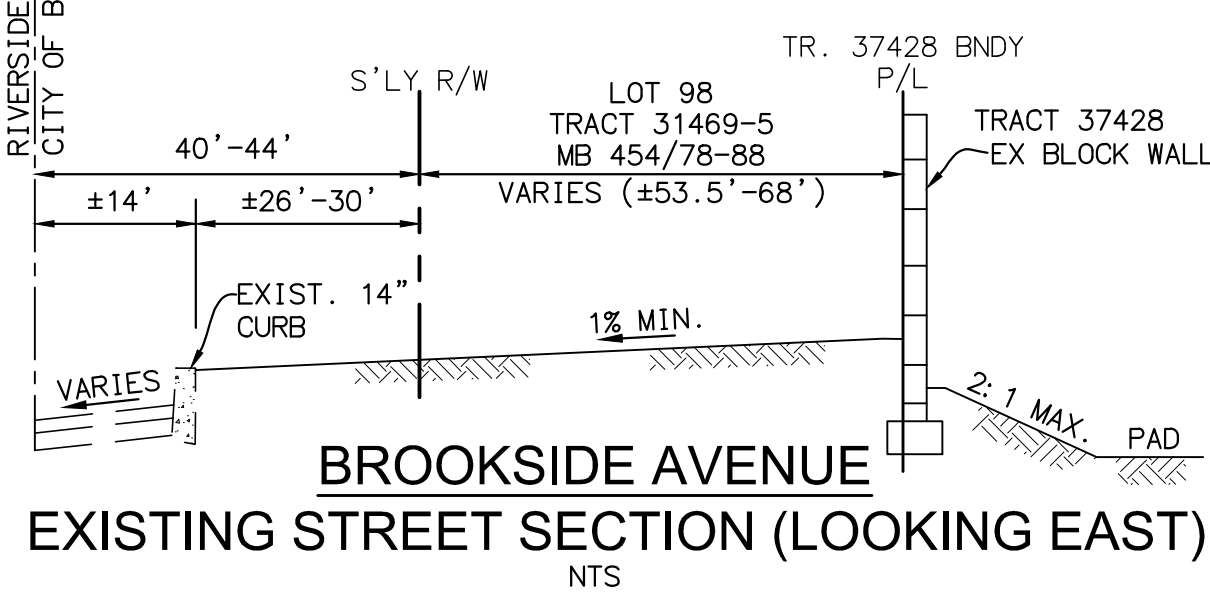
**CHERRY AVENUE
(PUBLIC)**

CONSTRUCTION NOTES

1. CONSTRUCT 5.5" AC OVER 6" CLASS II AGGREGATE BASE
2. CONSTRUCT 8" CURB AND GUTTER TYPE A-8 PER COUNTY OF RIVERSIDE STD. NO 201
3. CONSTRUCT (1-1/4") 0.10' AC OVERLAY PER GRIND AND OVERLAY DETAIL ON SHEET 2
4. CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER COUNTY OF RIVERSIDE STD. NO 401
5. INSTALL STORM DRAIN INLET PROTECTION PER CASQA BMP CONSTRUCTION HANDBOOK DETAIL SE-10
6. PROTECT IN PLACE EXISTING SPECIFIED ITEM
7. INSTALL FIBER ROLLS PER CASQA BMP CONSTRUCTION HANDBOOK DETAIL SE-5

DEMOLITION NOTES

1. REMOVE EXISTING CURB AND GUTTER
2. REMOVE EXISTING CONCRETE SIDEWALK
3. SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE
4. GRIND AND REMOVE EXISTING AC PAVEMENT PER GRIND AND OVERLAY DETAIL ON SHEET 2
5. RELOCATE EXISTING ELECTRICAL GUY WIRE POLE (BY OTHERS)
6. REMOVE EXISTING POST
7. RELOCATE EXISTING RECLAIMED WATER AIR/VAC (BY OTHERS)
8. RELOCATE EXISTING RISER (BY OTHERS)
9. REMOVE EXISTING STOP LEGEND
10. PROTECT IN PLACE EXISTING SPECIFIED ITEM
11. REMOVE EXISTING CONCRETE DRIVEWAY
12. REMOVE EXISTING LANDSCAPING
13. REMOVE SEWER CLEANOUT AND CAP EXISTING SEWER LATERAL
14. PROTECT IN PLACE EXISTING SPECIFIED UTILITY LINE
15. REMOVE EXISTING STOP SIGN

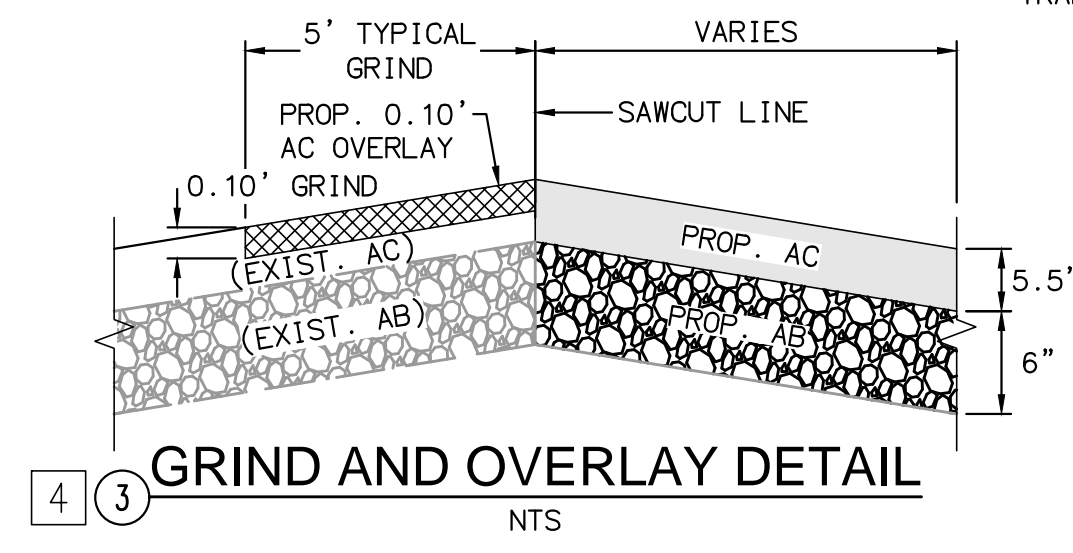


REMOVAL LEGEND

- AC PAVEMENT & BASE REMOVAL
- HEADER GRIND & AC PAVEMENT REMOVAL
- CONCRETE REMOVAL

EROSION CONTROL LEGEND

- FIBER ROLL
- STORM DRAIN INLET PROTECTION

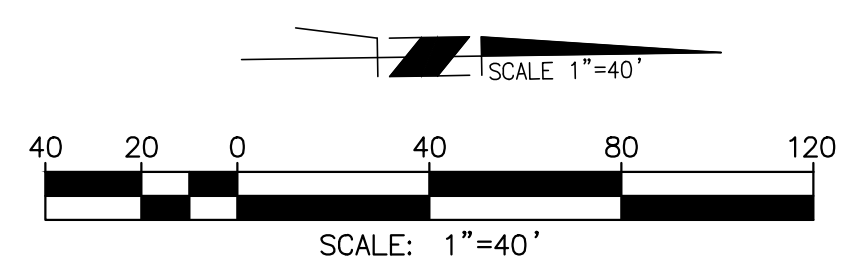


NOTE:
ROUGH GRADING ENCROACHMENT PERMIT REQUIRED PRIOR CONSTRUCTION.

NOTE:
ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

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:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEARING: N 52°49'02.84" E



DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7", LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982), NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

Michael Baker INTERNATIONAL
75410 Gerald Ford Dr. Ste.100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

MAURICIO M. IACUPELLI
R.C.E. 63249 * EXP. 6/30/22

SEAL
REGISTERED PROFESSIONAL ENGINEER
No. 063249
CIVIL
STATE OF CALIFORNIA

CITY OF BEAUMONT
CALIFORNIA
INC. NOV. 19, 1972

DESIGN BY: CG
DRAWN BY: CG
CHECKED BY: MMH
SCALE: AS NOTED
DATE: NOVEMBER 2020
JOB NUMBER: 169884

Reviewed By: *[Signature]* Date: 2/10/2021
Recommended for Approval By: *[Signature]* Date: 2/10/2021
Approved By: *[Signature]* Date: 02/17/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
**STREET IMPROVEMENT PLAN
CHERRY AVENUE STREET WIDENING
(MARY LANE TO BROOKSIDE AVENUE)
DEMOLITION PLAN**
A PORTION OF SEC. 35, T. 2 S., R. 1 W., S.B.M.

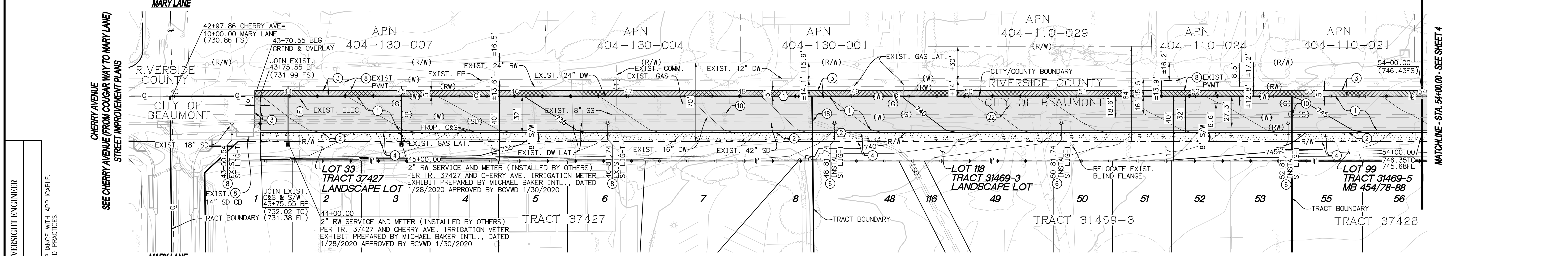
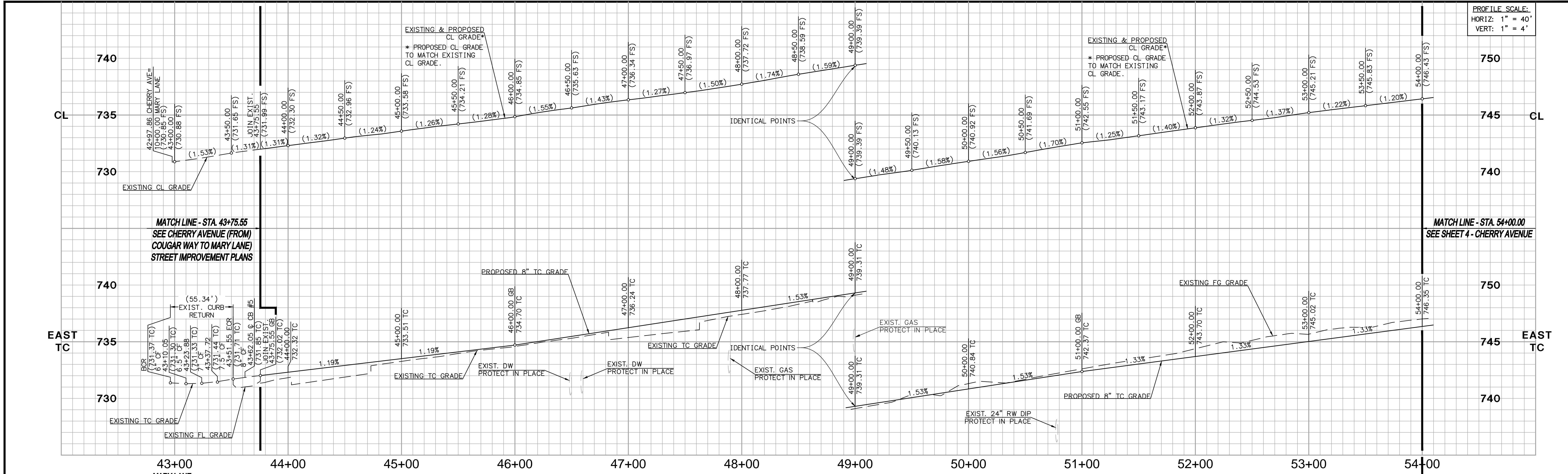
FOR: PARDEE HOMES

SHEET
2
OF 5 SHEETS

FILE NO: 3270

REVISED: 02/14/2021
ZEPEDA, JACOB 2/14/2021 2:20 PM
PW2018-0320
H:\PDA\TA\169884\CADD\LAND\IMPROVE\STREET\RIVERSIDE COUNTY\169884-ST-002.DWG

REVISED: 02/14/2021
PW2018-0320
11/19/2020 9:29 AM
ZEPEDA, JACOB
COUNTY\169884-ST-003.DWG



CHERRY AVENUE (PUBLIC)

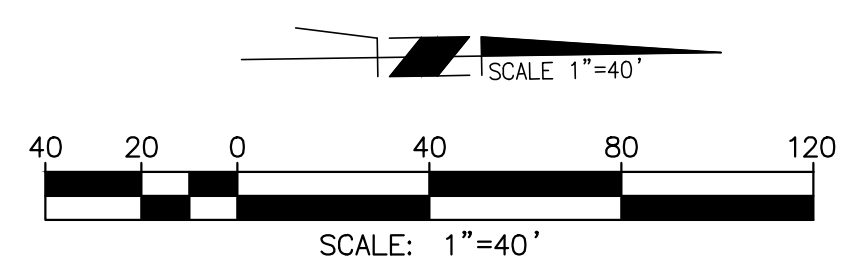
COUNTY OVERSIGHT ENGINEER
APPROVED AS TO COMPLIANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES.

NOTE:
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NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

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.

BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEARING: N 52°49'02.84" E



LEGEND

- 5.5" AC/6" AB
- AC OVERLAY

NO	BEARING/DELTA	RADIUS	LENGTH	DESCRIPTION
1	N00°50'06"E	---	1102.14'	CENTERLINE
2	N00°50'06"E	---	1024.45'	CURB

CONSTRUCTION NOTES

- CONSTRUCT 5.5" AC OVER 6" CLASS II AGGREGATE BASE
- CONSTRUCT 8" CURB AND GUTTER TYPE A-8 PER COUNTY OF RIVERSIDE STD. NO 201
- CONSTRUCT (1-1/4") 0.10' AC OVERLAY PER GRIND AND OVERLAY DETAIL ON SHEET 2
- CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER COUNTY OF RIVERSIDE STD. NO 401
- INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN
- PROTECT IN PLACE EXISTING SPECIFIED ITEM
- ADJUST EXISTING SEWER MANHOLE TO GRADE
- ADJUST EXISTING STORM DRAIN MANHOLE TO GRADE
- ADJUST EXISTING GAS VALVE TO GRADE



BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982), NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

Michael Baker INTERNATIONAL
75410 Gerald Ford Dr. Ste.100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

M. Iaculli
MAURICIO M. IACULLI
R.C.E. 63249 * EXP. 6/30/22
DATE: 2/5/2021



DESIGN BY: CG
DRAWN BY: CG
CHECKED BY: MM
SCALE: AS NOTED
DATE: NOVEMBER 2020
JOB NUMBER: 169884

Reviewed By: *[Signature]* Date: 2/10/2021
Recommended for Approval By: *[Signature]* Date: 2/10/2021
Approved By: *[Signature]* Date: 02/17/2021

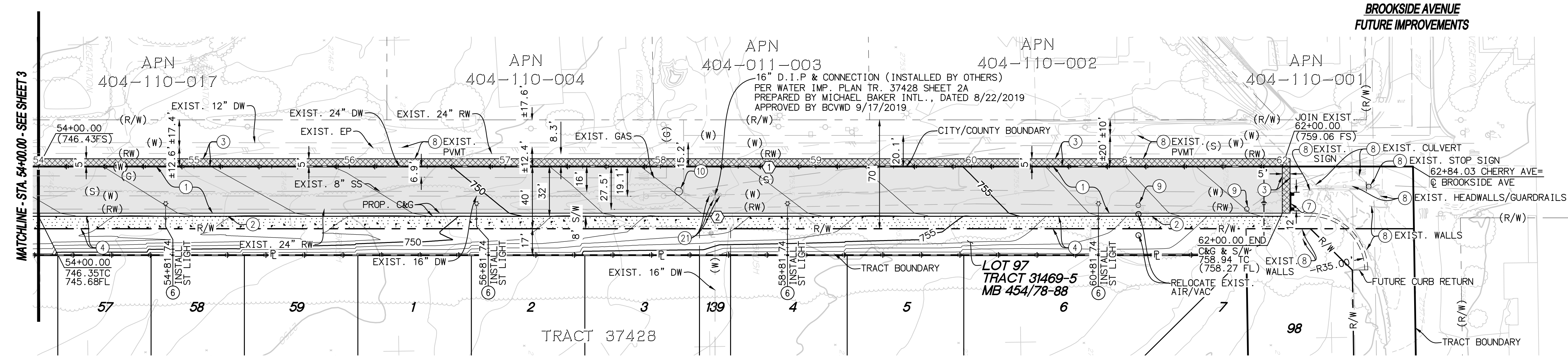
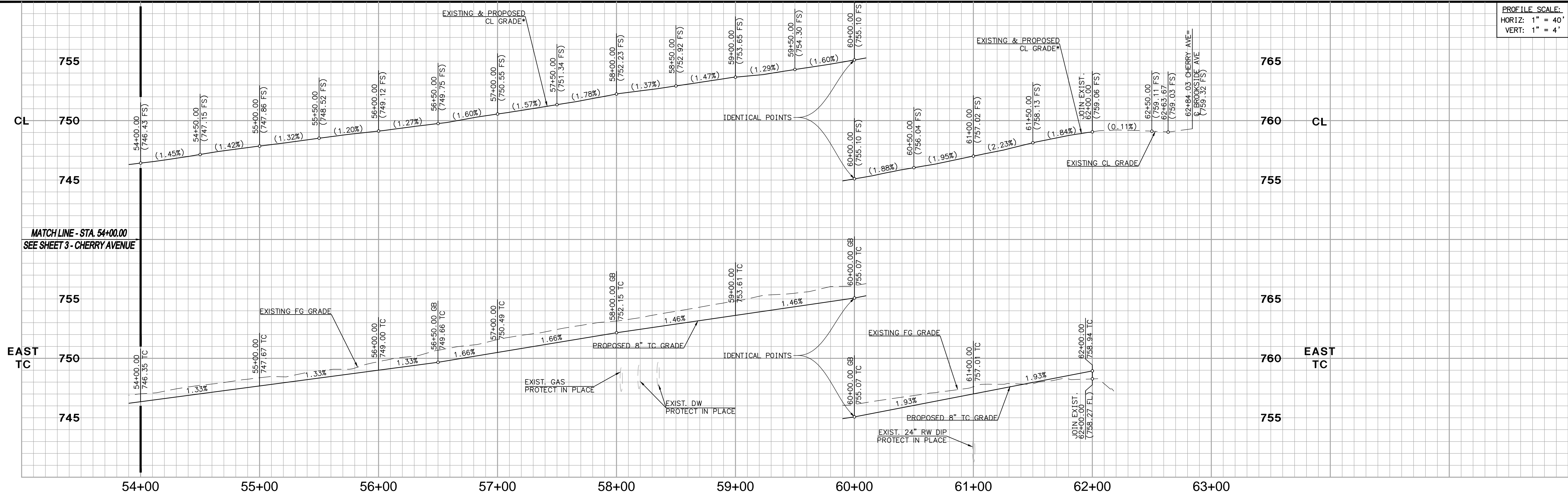
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
CHERRY AVENUE STREET WIDENING
(MARY LANE TO BROOKSIDE AVENUE)
STA. 43+75.55 TO STA. 54+00.00
A PORTION OF SEC. 35, T. 2 S., R. 1 W., S.B.M.

SHEET 3
OF 5 SHEETS

FOR: PARDEE HOMES
FILE NO: 3270

PROFILE SCALE:
 HORIZ: 1" = 40'
 VERT: 1" = 4'



CHERRY AVENUE (PUBLIC)

LEGEND

- 5.5" AC/6" AB
- AC OVERLAY

LINE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	DESCRIPTION
1	N00°50'06"E	---	884.03'	CENTERLINE
2	N00°50'06"E	---	800.00'	CURB

CONSTRUCTION NOTES

- 1) CONSTRUCT 5.5" AC OVER 6" CLASS II AGGREGATE BASE
- 2) CONSTRUCT 8" CURB AND GUTTER TYPE A-8 PER COUNTY OF RIVERSIDE STD. NO 201
- 3) CONSTRUCT (1-1/4") 0.10" AC OVERLAY PER GRIND AND OVERLAY DETAIL ON SHEET 2
- 4) CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER COUNTY OF RIVERSIDE STD. NO 401
- 5) INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN
- 6) INSTALL BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810
- 7) PROTECT IN PLACE EXISTING SPECIFIED ITEM
- 8) ADJUST EXISTING RECLAIMED WATER VALVE TO GRADE
- 9) ADJUST EXISTING SEWER MANHOLE TO GRADE
- 10) ADJUST EXISTING DOMESTIC WATER VALVE TO GRADE

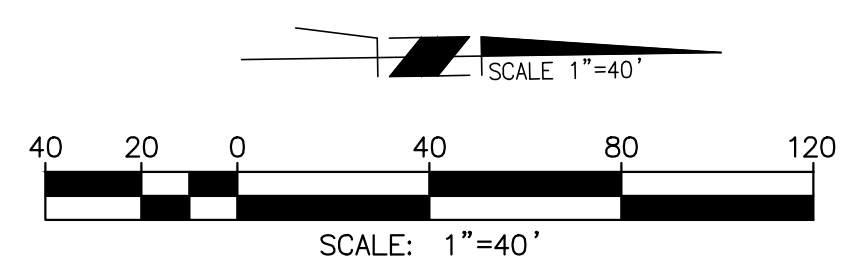
COUNTY OVERSIGHT ENGINEER
 APPROVED AS TO COMPLIANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES.

NOTE:
 ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

NOTE:
 WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

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.

BASIS OF BEARINGS:
 DESCRIPTION:
 BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
 BEARING: N 52°49'02.84" E

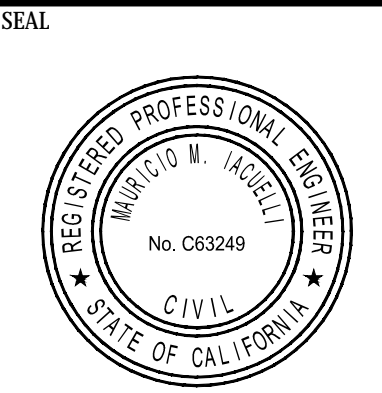


BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
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 ELEV.= 2678.277 (1982), NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

Michael Baker INTERNATIONAL
 75410 Gerald Ford Dr. Ste.100
 Palm Desert, CA 92211
 Phone: (760) 346-7481
 MBAKERINTL.COM

M. Iacucelli
 MAURICIO M. IACUCELLI
 R.C.E. 63249 * EXP. 6/30/22
 DATE: 2/5/2021



DESIGN BY: CG
 DRAWN BY: CG
 CHECKED BY: MMH
 SCALE: AS NOTED
 DATE: NOVEMBER 2020
 JOB NUMBER: 169884



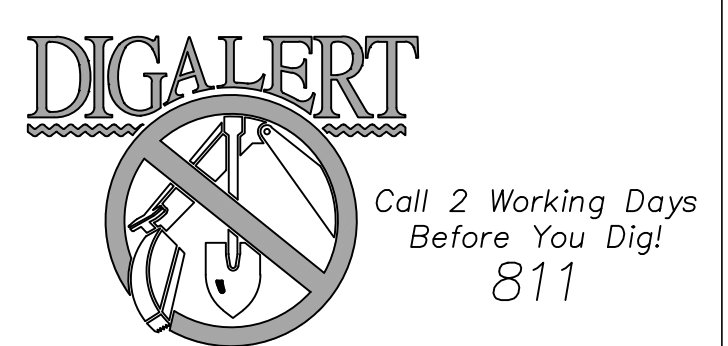
Reviewed By: *[Signature]* Date: 2/10/2021
 Recommended for Approval By: *[Signature]* Date: 2/10/2021
 Approved By: *[Signature]* Date: 02/17/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

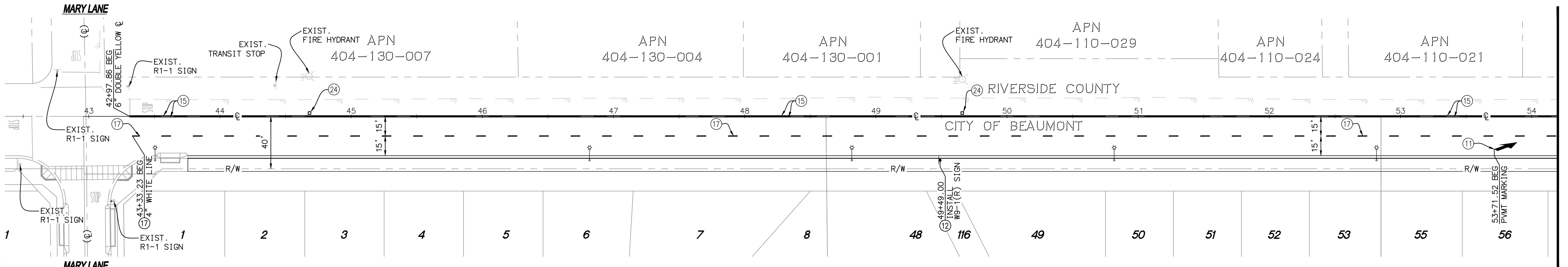
CITY OF BEAUMONT, CALIFORNIA
 STREET IMPROVEMENT PLAN
 CHERRY AVENUE STREET WIDENING
 (MARY LANE TO BROOKSIDE AVENUE)
 STA. 54+00.00 TO STA. 62+00.00
 A PORTION OF SEC. 35, T. 2 S., R. 1 W., S.B.M.

FOR: PARDEE HOMES

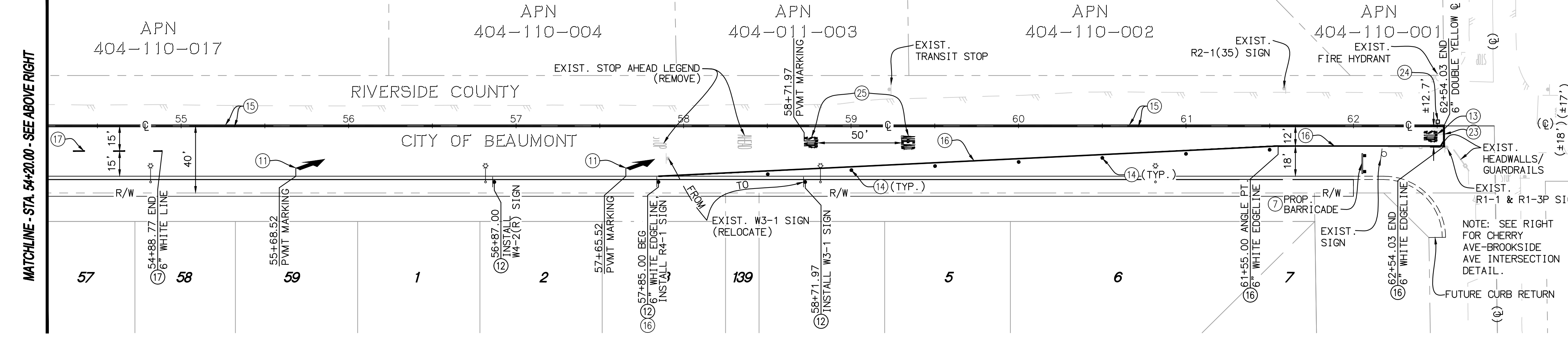
SHEET
4
 OF 5 SHEETS
 FILE NO: 3270



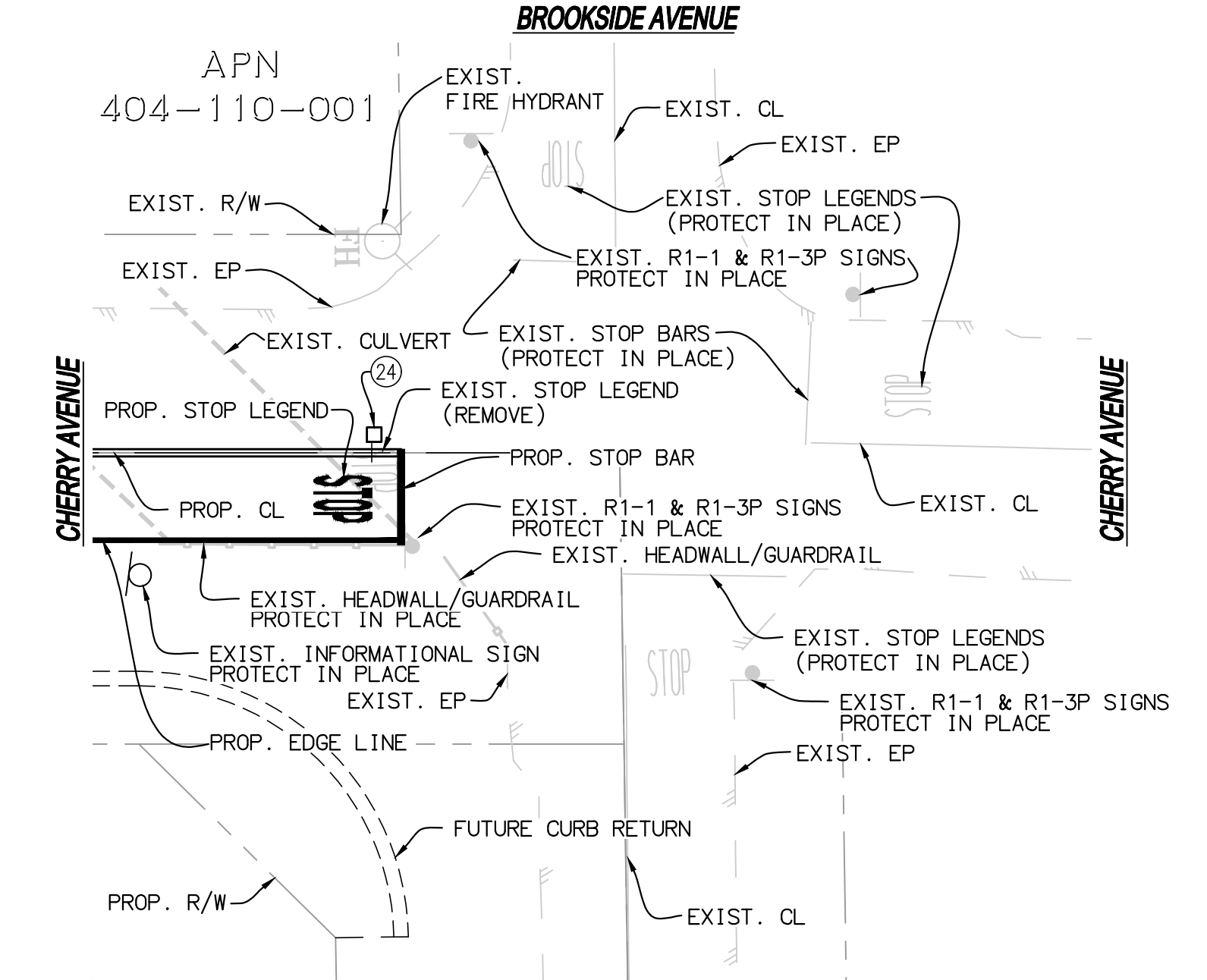
REVISED: 02/04/2021
 PW2018-0320
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**CHERRY AVENUE
(PUBLIC)**

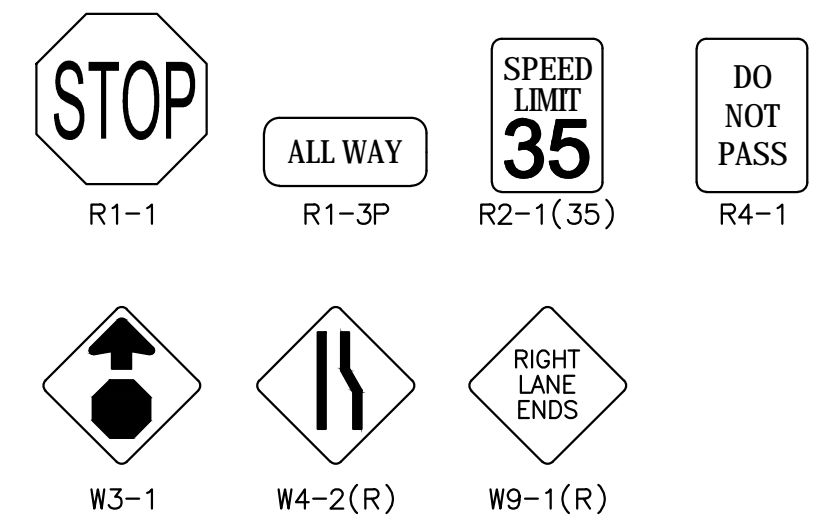


**CHERRY AVENUE
(PUBLIC)**



**CHERRY AVENUE-BROOKSIDE AVENUE
INTERSECTION DETAIL**

SIGN LEGEND



CONSTRUCTION NOTES

- (7) INSTALL BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810
- (11) INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. A24A, TYPE VI ARROW
- (12) INSTALL SIGN AS NOTED
- (13) INSTALL THERMOPLASTIC LEGEND PER CALTRANS STD. A24D AND A24E
- (14) INSTALL WHITE, SURFACE MOUNTED FLEXIBLE POST WITH WHITE REFLECTORS, 3' O.C. FROM WHITE EDGELINE, SPACED AT 50' O.C.
- (15) INSTALL 6" THERMOPLASTIC YELLOW CENTERLINE MARKING PER CALTRANS STD. A20A, DETAIL 21
- (16) INSTALL 6" THERMOPLASTIC WHITE EDGELINE MARKING PER CALTRANS STD. A20B, DETAIL 27B
- (17) INSTALL 6" THERMOPLASTIC WHITE LANELINE MARKING PER CALTRANS STD. A20A, DETAIL 9
- (23) INSTALL THERMOPLASTIC STOP BAR PER CALTRANS STD. A24G
- (24) INSTALL 2-WAY BLUE RETRO-REFLECTIVE RAISED PAVEMENT MARKER PER CA MUTCD 2014, LATEST EDITION, FIGURE 3B-102
- (25) INSTALL "STOP AHEAD" MARKING PER CALTRANS STD. A24D

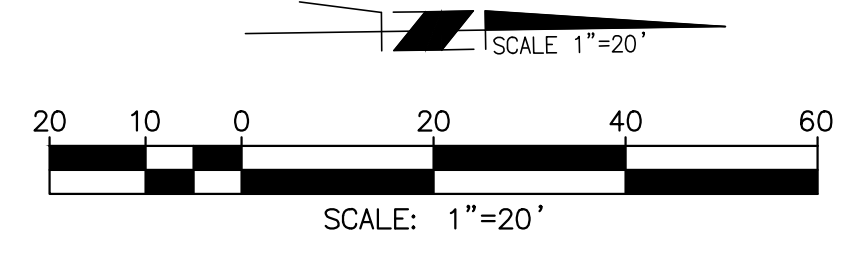
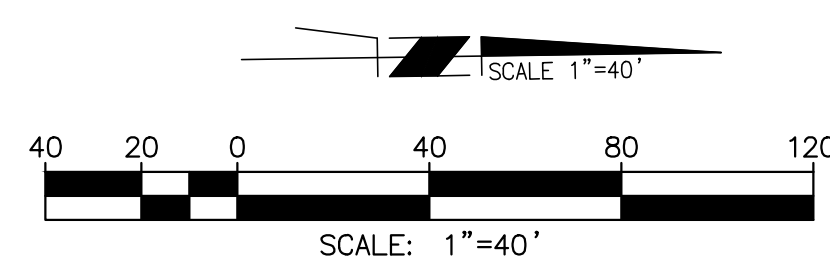
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ENGINEER		REVISIONS	CITY	

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Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

Ryan K. Zellers
RYAN K. ZELLERS
R.C.E. 69470 * EXP. 6/30/22

SEAL
REGISTERED PROFESSIONAL ENGINEER
RYAN K. ZELLERS
NO. 69470
Exp. 06-30-22
CIVIL
STATE OF CALIFORNIA

DESIGN BY: CG
DRAWN BY: CG
CHECKED BY: RZ
SCALE: AS NOTED
DATE: NOVEMBER 2020
JOB NUMBER: 169884



Reviewed By: *[Signature]* Date: 2/10/2021
Staff Engineer
Recommended for Approval By: *[Signature]* Date: 2/10/2021
Approved By: *[Signature]* Date: 02/17/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
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FOR: PARDEE HOMES

SHEET
5
OF 5 SHEETS
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