Basic Gov (Sales Force) # 15-3113 File # 3043 A

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

(Tract Map/Parcel Map/Plot Plan No. 31462)

### Infrastructure Storm Drain

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and SDC Fairway Canyon, LLC, a Delaware Limited Liability company ("DEVELOPER").

### RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

### **AGREEMENT**

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

- 1. <u>Provision of Improvements.</u> DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.
- 2. <u>Inspection by the CITY.</u> The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

- 3. <u>Compliance with Plans and Specifications.</u> The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.
- 4. 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 attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- General Liability and Worker's Compensation Insurance. The DEVELOPER 6. 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. <u>Indemnification.</u> 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, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.
- 9. <u>Procedure for Release of Performance Bond Security.</u> The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:
  - a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.
  - b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

- c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.
- d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.
- e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.
- 10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.
- 11. <u>Security for One-Year Warranty Period</u>. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.
- 12. <u>Binding Effect.</u> This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.
- 13. <u>Authority to Execute</u>. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.
- 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. <u>Attorneys' Fees.</u> In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. 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.

Mayo	· · · · · · · · · · · · · · · · · · ·	
Date		
DEVELO	MER /	
SDC Fairv	valy Canyon, LLC	
1-	8-20	
Date		
Title: A	uthorized Signatory	
Address:	2392 Morse Avenue,	
	Irvine, CA 92614	

Basic Gov (Sales Force) # 15-2473 File # 3093A

Infrastructure Storm Drain

### EXHIBIT "A"

Bond No.: 1001124446 Premium: \$26,400.00/2 yrs.

### PERFORMANCE BOND

	designated as "Principal") have entered into
Agreement To Provide Security For Improvements I dated, 20, whereby Principal agre public improvements itemized and described on Tract M which is hereby incorporated herein and made a part here	es to install and complete certain designated ap, Parcel Map or Plot Plan No. 31462
	is of the said agreement to furnish a bond for the
NOW, THEREFORE, we, the Principal and Assurety, are held and firmly bound unto the City of Bsum of One Million Seven Hundred Sixty Thousand United States, for the payment of which sum well and successors, executors and administrators, jointly and seven	eaumont (hereinafter called "City"), in the penal dollars (\$1,760,000.00) lawful money of the truly to be made, we bind ourselves, our heirs,
The condition of this obligation is such that administrators, successors or assigns, shall in all things s perform the covenants, conditions and provisions in the stherein provided, on his or their part to be kept and p specified, and in all respects according to their true in harmless the City, its officers, agents and employees become null and void; otherwise it shall be and remain in	aid agreement and any alteration thereof made as erformed at the time and in the manner therein tent and meaning, and shall indemnify and save as therein stipulated, then this obligation shall
As part of the obligation secured hereby and in there shall be included costs and reasonable expenses incurred by the City in successfully enforcing such oblig judgment therein rendered.	and fees, including reasonable attorney's fees, attorn, all to be taxed as costs and included in any
The Surety hereby stipulates and agrees that no to the terms of the agreement or to the work to accompanying the same shall in any way affect its oblinotice of any such change, extension of time, alteration work or to the specifications.	igations on this bond, and it does hereby waive
IN WITNESS WHEREOF, this instrument has above named, on December 20th , 20 19 .	been duly executed by the Principal and Surety
PRINCIPAL: SDC Fairway Canyon, LLC, a	SURETY:
Delaware Limited Liability Company	American Contractors Indemnity Company  By
Tide At Marca 12 d Standard	Title Shane Wolf Attorney-in-Fact

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California  County of ORANGE  On December 33, 2019 before me, BRANDE  Date  personally appeared Dale Strice	ON G. WOLFE, NOTARY PUBLIC  Here Insert Name and Title of the Officer
	Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s), ted, executed the instrument.
BRANDON G. WOLFE Notary Public – California Orange County Commission # 2207874	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  Signature of Notary Public
Place Notary Seal Above	10NA
Though this section is optional, completing this is	information can deter alteration of the document or form to an unintended document.
Description of Attached Document  Title or Type of Document: Lyn, Lit A Reference  Number of Pages: Signer(s) Other Than	
Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner —	Signer's Name: Corporate Officer — Title(s): Partner — Limited  General Individual  Attorney in Fact  Guardian or Conservator  Other: Signer Is Representing:

### **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 December 20, 2019 before me,	Susan E. Morales, Notary Public (Here insert name and title of the officer)
name(s) is/are subscribed to the within he/she/they executed the same in his/h	actory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of e instrument.
the foregoing paragraph is true and cor	rect.  SUSAN E. MORALES COMM. # 2279182
WITNESS my hand and official seal.  Swan L. Morale (No. 1971)	NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY My Comm. Expires March 28, 2023
ADDITIONAL ORTIONAL INCODMAT	INSTRUCTIONS FOR COMPLETING THIS FOR
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wo if needed, should be completed and attached to the document. Acknowled other states may be completed for documents being sent to that state so lower
Company	<ul> <li>State and County information must be the State and County where the signer(s) personally appeared before the notary public for acknowledgm</li> <li>Date of notarization must be the date that the signer(s) personally appearung and the same date the acknowledgment is completed.</li> <li>The notary public must print his or her name as it appears within commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the signer(s) appear at the signer(s).</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer (Title) Partner(s) Attomey-in-Fact	notarization.  Indicate the correct singular or plural forms by crossing off incorrect he/she/they, is /are ) or circling the correct forms. Failure to correctly in information may lead to rejection of document recording.  The notary seal impression must be clear and photographically rep Impression must not cover text or lines. If seal impression smudges, is sufficient area permits, otherwise complete a different acknowledgment.  Signature of the notary public must match the signature on file with the county clerk.

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

Trustee(s)

Other \_

### **IG THIS FORM**

garding notary wording and, ment. Acknolwedgents from to that state so long as the te California notary law.

- County where the document for acknowledgment.
- s) personally appeared which npleted.
- appears within his or her (notary public).
- nally appear at the time of
- sing off incorrect forms (i.e. ure to correctly indicate this
- otographically reproducible. ession smudges, re-seal if a acknowledgment form.
- are on file with the office of
  - 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**

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Todd M. Rohm, Shane Wolf, Cathy S. Kennedy or Beata A. Sensi of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*\*Seventy Five Million\*\*\*\*\*\*

Dollars (\$ \*75,000,000.00\*)

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or fund estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's hability thereunder, and any such instruments so executed by any such Attorney in Fact shall be binding upon the Company as if signed by the President and scaled and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

N WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this day of November 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals





Bv:

Daniel P. Aguilar, Vice President

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

State of California

County of Los Angeles SS

On this 1st day of November; 2016, before me, Sabina Morgenstein, a notary public, personally appeared. Daniel P. Aguilar, Vice President of American Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I estify under PENALTY OF PURIURY under the laws of the State of California that the foregoing paragraph is trite and concer WITNESS my hand and official seal.

Signature

(Seal)



SABINA MORGENSTEIN
Commission # 2129250
Notary Public - California
Los Angeles County
My Comm. Expires Nov 3, 2010

1. Kin Lo, Assistant Secretary of American Contractors Indemnity Company and I. S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this \_\_\_\_\_ da

of DEC 2 0 2019

Corporate Seals

Bond No. 100/124446 Agency No. 16590





Kio Lo, Assistant Secretary

To inquire about this bond please units to its at surety-hand inquire of the com-

Bond No.: 1001124446

Premium included with
the Performance Bond

### Infrastructure Storm Drain

### EXHIBIT "B"

### **PAYMENT BOND**

SDC Fairway Canyon, LLC (hereafted Agreement To Provide Security For Improvements	grees to install and complete certain designated at Map, Parcel Map or Plot Plan No.31462
WHEREAS, under the terms of the said agreement the performance of the work, to file a good and sufficisecure the claims to which reference is made in Section California.	
NOW, THEREFORE, the Principal and the ubound unto the City of Beaumont and all contractors, persons employed in the performance of the said agreer the Civil Code in the sum of One Million Seven materials furnished or labor thereon of any kind, or for Act with respect to this work or labor, that the Surety vamount hereinabove set forth, and also in case suit is breace amount thereof, costs and reasonable expenses incurred by the City in successfully enforcing this obligate taxed as costs and to be included in the judgment there	nent and referred to at Section 8000, et seq., of Hundred Sixty * dollars (\$1,760,000.00), for amounts due under the Unemployment Insurance vill pay the same in an amount not exceeding the ought upon this bond, will pay, in addition to the and fees, including reasonable attorney's fees, tion, to be awarded and fixed by the court, and to
It is hereby expressly stipulated and agreed that persons, companies, and corporations entitled to file c Code, so as to give a right of action to them or their assignment.	
Should the condition of this bond be fully perfect void, otherwise it shall be and remain in full force and effect of the condition of this bond be fully perfect that the condition of this bond be fully perfect that the condition of this bond be fully perfect that the condition of this bond be fully perfect that the condition of this bond be fully perfect that the condition of this bond be fully perfect that the condition of this bond be fully perfect that the condition of this bond be fully perfect that the condition of this bond be fully perfect that the condition of the cond	ormed, then this obligation shall become null and fect.
The Surety hereby stipulates and agrees that no to the terms of the agreement or the specifications accordingations on this bond, and it does hereby waive not addition.	
IN WITNESS WHEREOF, this instrument has above named, on December 20th , 20 19	been duly executed by the Principal and Surety
PRINCIPAL: SDC Fairway Canyon, LLC, a Delaware Limited Liability Company	SURETY:  American Contractors Indemnity Company  By
Title Achangel Signery	Title Shane Wolf, Attorney-in-Fact

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certification	ificate verifies only the identity of the individual who signed the
	ot the truthfulness, accuracy, or validity of that document.
State of California	)
County of ORANGE	)
On December 33, 2019 before me, BRA	MINON C WATER MATER MATERIAL
Data	Ham been Mana and Title of the Off
	LAAC
personally appeared	Name(s) of Signer(s)
	Name(s) of Signer(s)
subscribed to the within instrument and acknowledge	ry evidence to be the person(s) whose name(s) is/are by/edged to me that he/she/they executed the same in his/her/their signature(s) on the instrument 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.
BRANDON G. WOLFE	WITNESS my hand and official seal.
Notary Public - California	4. 11
Orange County S Commission # 2207874	Signature
My Comm. Expires Jul 29, 2021	Signature of Notary Public
Place Notary Seal Above	
	PTIONAL
	is information can deter alteration of the document or is form to an unintended document.
	ant Band Document Date:
Number of Pages: Signer(s) Other Th	an Named Above:
Capacity(ies) Claimed by Signer(s)	0: 1.11
Signer's Name:	Signer's.Name: Title(s):
Corporate Officer — Title(s): Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
Individual  Attorney in Fact	☐ Individual ☐ Attorney in Fact
Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	Other:
ligner Is Representing:	Signer Is Representing:

### 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 December 20, 2019 before me,	Susan E. Morales, Notary Public  (Here insert name and title of the officer)
name(s) is/are subscribed to the within he/she/they executed the same in his/h his/her/their signature(s) on the instrum which the person(s) acted, executed the	factory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by lent the person(s), or the entity upon behalf of e instrument.
WITNESS my hand and official seal.	rect.  SUSAN E. MORALES COMM. # 2279182 NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY My Comm. Expires March 28, 2023 otary Public Seal)
ADDITIONAL OPTIONAL INFORMAT  DESCRIPTION OF THE ATTACHED DOCUMENT  Bond #1001124446  (Title or description of attached document)  American Contractors Indemnity Company (Title or description of attached document continued)  Number of Pages 1 Document Date 12/20/19	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.  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
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer  (Title) Partner(s) Attorney-in-Fact	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

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

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

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### **POWER OF ATTORNEY**

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Todd M. Rohm, Shane Wolf, Cathy S. Kennedy or Beata A. Sensi of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*\*Seventy Five Million\*\*\*\*\*\*

Dollars (\$ \*75,000,000.00\*)

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney in fact shall be binding upon the Company as if signed by the President and scaled and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this later and their corporate seals to be hereto affixed, this later are not approximately a signed and their corporate seals to be hereto affixed, this later are not approximately a signed and their corporate seals to be hereto affixed, this

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals





Ву

Daniel P. Aguilar, Vice President

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

State of California

County of Los Angeles SS

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Lecrify under PENALTY OF PERIURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official scal.

Signature (Seal)



SABINA MORGENSTEIN
Commission # 2129258
Notary Public - California
Los Angeles County
My Comm. Expires Nov 3, 2019

I, Kin Lo, Assistant Secretary of American Contractors Indemnity Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this \_\_\_\_\_ day

of DEC 2 0 2019

Corporate Seals

Bond No. 1001124446 Agency No. 16590





Kio Lo, Assistant Secretary

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- GENERAL NOTES

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- CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF BEHAVIOR, CONTRICT (051) 769—8550. THE CITY MAST BE HOTERD ONE WEDY PROP TO CONSTRUCTION.
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- ELEMINANS AND COCKDONS OF UTLITIES SHOWN ARE APPROXIMATE UNLESS OTHERWISE NOTED. ALL UTLITIES SHOWN ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
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- 21. COMPACTOR SHALL DISPOSE OF ALL EXCESS EXCHAIRED MATERIAL AT MANDATORY DISPOSAL STIE. ALL BICKTEL AND BODING ARKAND STREITHESS AND PRES SALL IES COMPARIED. TO ART LESS THAN OS PRISIONI REALINES COMPARIAN CONTENT MEMBER SALVA MUTINEL IS FALCIO MURIOS DESTRUO AND PROJUMINS, THE TIPO S TEST, MUSICARD PROM THE THIRST HARRIN, SHALL IES COMPARIED TO RE PRISIONI REALINES COMPARIENTA.
- ALL SUPPEY MONUMENTS SHALL BE REPLACED AS REQUIRED. MANAMENTS SHALL BE TIED OUT PROF TO CONSTRUCTION AND REPLACED UPON COMPLETION OF CONSTRUCTION.
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CITY OF BEAUMONT, CALIFORNIA STORM DRAIN INFRASTRUCTURE IMPROVEMENT PLANS

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PREPARED BY:
PROMETERS CONSULTATS HEST, MC.
31(6), STROOM AIDUR
31(7), CO 12549
(bit) 200-4840
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