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. 27971-12)

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and RSI Communities - California LLC, a Delaware limited liability company ("DEVELOPER").

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#### RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971-12, ("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. 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. <u>Inspection by the CITY.</u> The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

- <u>3.</u> 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.
- <u>12.</u> <u>Binding Effect.</u> This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.
- 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.

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

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

By:	
Date:	
By:	
Bryan A. Bergeron Vice President	
Date; 9-13-2020	
Title:	

Bond Number: PB03010407120 Premium: \$1,601.00 Annually

#### EXHIBIT "A"

#### PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities-California LLC, a Delaware limited liability company (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated Sequent 1, 2020, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971-12, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Four Hundred Thousand Two Hundred Forty One and 86/100 dollars (\$400,241.86) 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 Sept.11, 2020.

(Seal)	(Seal)
Philadelphia Indemnity Insurance Company SURETY	RSI Communities-California LLC, a Delaware Limited Liability Company
By: Manual	By: / hu
Name: Martha Barreras	Bryan A. Bergeron  Name: Vice President
Title: Attorney-In-Fact	Title:
Address: 19800 MacArthur Blvd. Ste 1250	Ву:
Irvine CA 92612	Name:
	Title:
	Address: 4695 Mack 17 Hur Ct., 8th RI.
	Newfort Beach, CA 92660

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County of Orange	}
OnSEP 11 2020 before me,	Gina L. Garner, Notary Public
personally appeared	Martha Barreras
name(s) is/gre subscribed to the within i ke/she/they executed the same in kis/he	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.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and corr	under the laws of the State of California that rect.
WITNESS my hand and official seal.  Notary Public Signature (No	GINA L. GARNER Notary Public - California Orange County Commission # 2198045 My Comm. Expires May 18, 2021
ADDITIONAL OPTIONAL INFORMATION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM  This form complies with current California regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> </ul>
(Title or description of attached document continued)	<ul> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed</li> <li>The notary public must print his or her name as it appears within his or her</li> </ul>
Number of Pages Document Date	<ul> <li>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 time of</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/shc/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> <li>The notary scal impression must be clear and photographically reproducible. Impression must not cover text or lines. If scal impression smudges, re-scal if a</li> </ul>
(Title)  ☐ Partner(s)  ☑ Attorney-in-Fact ☐ Trustee(s) ☐ Other	sufficient area permits, otherwise complete a different acknowledgment form  Signature of the notary public must match the signature on file with the office of the county clerk.  Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.  Indicate title or type of attached document, number of pages and date indicate the capacity claimed by the signer. If the claimed capacity is a
	corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

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

#### PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

#### **Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

15 Someon H

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

MINIOHWEALTH OF PENNSYLVANIA MOTARIAL SEAL

Notary Public:

(Notary Seal)

residing at: Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Ir., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile scal of each Company this

Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

### ALL-PURPOSE 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	)
	) SS.
COUNTY OF ORANGE	)

On September 17, 2020 before me, Faith M. Domotor, Notary Public.

Date Insert Name and Title of Officer

personally appeared Bryan A. Bergeron, who proved

Name(s) of Signer(s)

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.

FAITH M. DOMOTOR
Notary Public - California
Orange County
Commission # 2327202
My Comm. Expires May 29, 2024

(Signature of Notary Public)

Place Notary Seal Above

Bond Number: PB03010407120
Premium: included in performance bond

### EXHIBIT "B"

#### PAYMENT BOND

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 Four\* dollars (\$\\$^{000.241.86}\$), 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.

\*Hundred Thousand Two Hundred Forty One and 86/100

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 Sept. 11, 2020.

(Seal)	(Seal)
Philadelphia Indemnity Insurance Company SURETY By: Martha Barreras	Bryan A. Bergeron  Name:  Vice President
Title: Attomey-In-Fact	Title:
Address: 19800 MacArthur Blvd Ste 1250	By:
Irvine CA 92612	Name:
	Title:
	Address: 4695 MacArtHurct; 844 Al.
	Newfort Bench, CA 92660

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County ofOrange	}
On SEP 11 2020 before me	Gina L. Garner, Notary Public
personally appeared who proved to me on the basis of sat name(s) is/agg subscribed to the with	Martha Barreras tisfactory evidence to be the person(s) whose hin instrument and acknowledged to me that
ke/she/they executed the same in kix	s/her/their authorized capacity(iex); and that by ument the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJU the foregoing paragraph is true and of	RY under the laws of the State of California that correct.
WITNESS my hand and official seal.  Notary Public Signature	GINA L. GARNER Notary Public - California Orange County Commission # 2198045 My Comm. Expires May 18, 2021  (Notary Public Seal)
ADDITIONAL OPTIONAL INFORMA	ATION INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> </ul>
(Title or description of attached document continued)  Number of Pages Document Date	<ul> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> <li>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).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer	notarization.  Indicate the correct singular or plural forms by crossing off incorrect forms (i.e., he/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 unpression must be clear and photographically reproducible.
(Title) ☐ Partner(s) ☑ Attomey-in-Fact ☐ Trustee(s) ☐ Other	Impression must not cover text or lines. If seal impression smudges, te-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
Other	<ul> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CFO, CFO, Secretary).</li> <li>Securely attach this document to the signed document with a staple</li> </ul>

#### PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

#### Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the scal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER

RESOLVED:

That the signatures of such officers and the scal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TB</sup> DAY OF OCTOBER, 2017.



(Seal)

RungoH

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Assigns Krispy. Notary Public Lower Merion Isse. Montigarisary County My Contribusion Expires Sept. 25, 2021	Notary Public:	Notary Public: Moregan Rnapp	
GENERAL PERFORMANCE OF MAIN OF MAIN	residing at:	Bala Cynwyd, PA	
(Notary Seal)	My commission expires:	September 25, 2021	

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Ir., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

#### ALL-PURPOSE 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	)
	) SS.
COUNTY OF ORANGE	)

On September 17, 2020 before me, Faith M. Domotor, Notary Public, Insert Name and Title of Officer

personally appeared Bryan A. Bergeron , who proved

personally appeared Bryan A. Bergeron , who proved Name(s) of Signer(s)

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.

FAITH M. DOMOTOR
Notary Public - California
Orange County
Commission # 2327202
My Comm. Expires May 29, 2024

(Signature of Notary Public)

Place Notary Seal Above

# SITE LOCATION OAK VALLEY BEAUMONT PORTIONS OF THOMAS BROS. PGS: 689, 690, 719 AND 720 2006 EDITION

# CITY OF BEAUMONT, CALIFORNIA STREET IMPROVEMENT PLANS TRACT NO. 27971-12

TRACT NO. 27971-9

TRACT NO. 27971-6

TRACT NO. 27971-

### UNDERGROUND STRUCTURES

ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORD EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE OWNER BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGES RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED; NOT INDICATED ON THE PUBLIC RECORDS EXAMINED; LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

## LEGEND

RIGHT

RETURN

RTN

PROP.	PROPOSED	MOC
EXIST.	EXISTING	<i>RP</i>
C.L., C/L	CENTERLINE	ST
<i>T.C.</i>	TOP OF CURB	R/W
F.L.	FLOW LINE	D/W
F.S.	FINISHED SURFACE	V.C.
E.P.	EDGE OF PAVEMENT	Pl
C.B.	CATCH BASIN	PVI
A. C.	ASPHALTIC CONCRETE	
<i>A.B.</i>	AGGREGATE BASE	
<i>BCR</i>	BEGIN CURB RETURN	
<i>ECR</i>	END CURB RETURN	.1.
BVC	BEGIN VERTICAL CURVE	<del>-</del> \$-
MVC	MIDDLE VERTICAL CURVE	
EVC	END VERTICAL CURVE	
P.R.C.	POINT OF REVERSE CURVE	
PCC	POINT OF COMPOUND CURVE	
PRVC	POINT OF REVERSE VERTICAL CURVE	
(1329.02)	EXISTING ELEVATION	+
1479.70	PROPOSED ELEVATION	ı
LT	LEFT	

MIDDLE OF CURVE REFERENCE POINT RIGHT OF WAY DRIVEWAY VERTICAL CURVE POINT OF INTERSECTION POINT OF VERTICAL INTERSECTION CENTER LINE DIRECTION OF FLOW PROP. STREET LIGHTS PROP. A.C. PROP. SIDEWALK COLD PLANE & AC OVERLAY STOP SIGN/STREET NAME SIGN

STREET NAME SIGN

PROP. UTILITY X'ING SLEEVES (1) 6" PVC CLASS 200

PRIVATE STREET RIGHT OF WAY

`(2) 4" PVC CLASS 315

# LEGAL DESCRIPTION:

BEING A PORTION OF FRACTIONAL SECTION 6. TOWNSHIP 3 SOUTH. RANGE 1 WEST. SAN BERNARDINO MERIDIAN, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TACOMA COURT

TRACT NO. 27971-

PARK SITE PARCEL 14

PARK SITE

PARCEL 19

TRACT NO. 27971-8

TRACT NO. 27971-2

TRACT NO. 27971-7

TRACT NO. 27971-4

TRACT NO. 27971-3

## "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: STANTEC

ADDRESS: 735 E. CARNEGIE DR, #280 CITY, ST.: SAN BERNARDINO, CA 92405

TELEPHONE: 909-255-8207

(NED ARAUJO, RCE:57835)

WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT

ALL STREETS TO BE PRIVATE WITH

BOULEVARD. POTRERO BOULEVARD

PRIVATE STREETS ARE TO HAVE

THE PRIVATE ENGINEER SIGNING THESE PLANS IS

ACCEPTABILITY OF THE DESIGN HEREON. IN THE

EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE

PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR

REVISING THE PLANS FOR APPROVAL BY THE CITY

DETERMINING AN ACCEPTABLE SOLUTION AND

PERMIT AND/OR A GRADING PERMIT HAS

RESPONSIBLE FOR ASSURING THE ACCURACY AND

PUBLIC UTILITY AND EMERGENCY

THE EXCEPTION OF POTRERO

IS A PUBLIC STREET.

ACCESS EASEMENTS.

LOCATION MAP

909.335-6120

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS. I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLICENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

NED ARAUJO

R.C.E. 57835

NED ARAUJO RCE 57835

# APPLICANT/SUBDIVIDER:

TRACT NO. 27971-10

PARK SITE PARCEL 19

SALEM COURT

DENVER COURT

PARCEL 13

TRACT NO. 27971-11

PARK SITE PARCEL 20

LANSING STREET

RSI COMMUNITIES—CALIFORNIA, LLC 4695 MACARTHUR COURT. FLOOR 8 NEWPORT BEACH. CALIFORNIA 92660 PH.: (949) 554-2832 -WWW.TAYLORMORRISON.COM

OLIVEWOOD-TAYLOR MORRISON RSI COMMUNITIES-CALIFORNIA. LLC 4695 MACARTHUR COURT, FLOOR 8 NEWPORT BEACH, CALIFORNIA 92660-1882 PH.: (949) 503-0861 BRYAN BERGERON

ENGINEERING DIVISION

### STREET IMPROVEMENT NOTES:

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF ITS CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. AT (951) 769-8520.
- 2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION. "LATEST EDITION", AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENT.
- 3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING; SEWER, WATER, ELECTRIC, GAS, AND STORM DRAIN.
- 4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY. GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT
- 5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES IS IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT.
- 6. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT, PERMIT SECTION, FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMIT MAY BE REQUIRED.
- 7. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO RCTD STANDARD NO. 816.
- 8. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE STANDARD NO. 401 IF EXPANSIVE SOIL ARE ENCOUNTERED.
- g. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461.
- 10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
- 11. AS DETERMINED BY THE PUBLIC WORKS DIRECTOR, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.
- 12. CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
- 13. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
- 14. EXISTING STORM DRAIN PIPES / CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND/OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT.
- 15. ALL STORM DRAIN, CATCH BASINS AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND GRIT, OIL AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
- 16. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS, WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
- 17. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

# 24 HOUR EMERGENCY CONTACT

PROJECT MANAGER - JERI NI

TAYLOR MORRISON

4695 MACARTHUR COURT FLOOR 9 NEWPORT BEACH, CA 92660 PHONE: (949) 554-2832 MOBILE: (949) 573-6250 JNI@TAYLORMORRISON.COM

LAND DEVELOPMENT - DARREN BOLTON

RSI COMMUNITIES-CALIFORNIA LLC 4695 MACARTHUR COURT, FLOOR 8 NEWPORT BEACH, CA 92660-1882 MOBILE: (951) 704-5503 EMAIL: DBOLTON@TAYLORMORRISON.COM WWW.TAYLORMORRISON.COM

SIDEWALKS AND DRIVEWAYS APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.

APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY

TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS

THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM TO CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEAR AFTER PLANS WERE

# INDEX OF SHEETS:

SHEET 1 - TITLE SHEET-INDEX MAP-VICINITY MAP-GENERAL NOTES SHEET 2 - CONSTRUCTION NOTES, QUANTITIES - TYPICAL SECTIONS

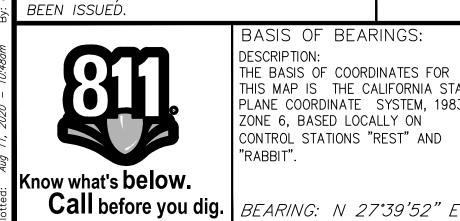
SHEET 3 - BELLINGHAM COURT STA. 10+03.00 TO STA. 17+60.09 SHEET 4 - PROVIDENCE COURT STA. 10+03.00 TO STA. 16+86.48

SHEET 5 - SIGNING & STRIPING

STREET IMPROVEMENT PLANS TRACT 27971-12

SHEET 6 - DETAILS

CITY OF BEAUMONT, CALIFORNIA



BASIS OF BEARINGS: DESCRIPTION: HE BASIS OF COORDINATES FOR HIS MAP IS THE CALIFORNIA STAT PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND 'RABBIT".

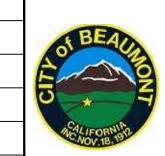
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98: 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE. 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER. AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP O A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955 ELEV: 2448.129

UPDATED DECLARATION OF ENGINEER OF RECORD UPDATED 24 HOUR EMERGENCY CONTACT BY MARK DESCRIPTION APPR. DATE REVISIONS **ENGINEER** 

DATE: 11 AUG 2020



DRAWN BY: HECKED BY: VAD AS NOTED 08/11/20 OB NUMBER:



CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT

Reviewed By: Recommended for Approval By: \_ . Date: \_\_\_\_\_ . Date: 09/03/202 Hara. Approved By: Director of Public Works

TITLE SHEET - INDEX MAP VICINITY MAP - GENERAL NOTES

OF 6 SHEET DRAWING NAME TILE NO.:

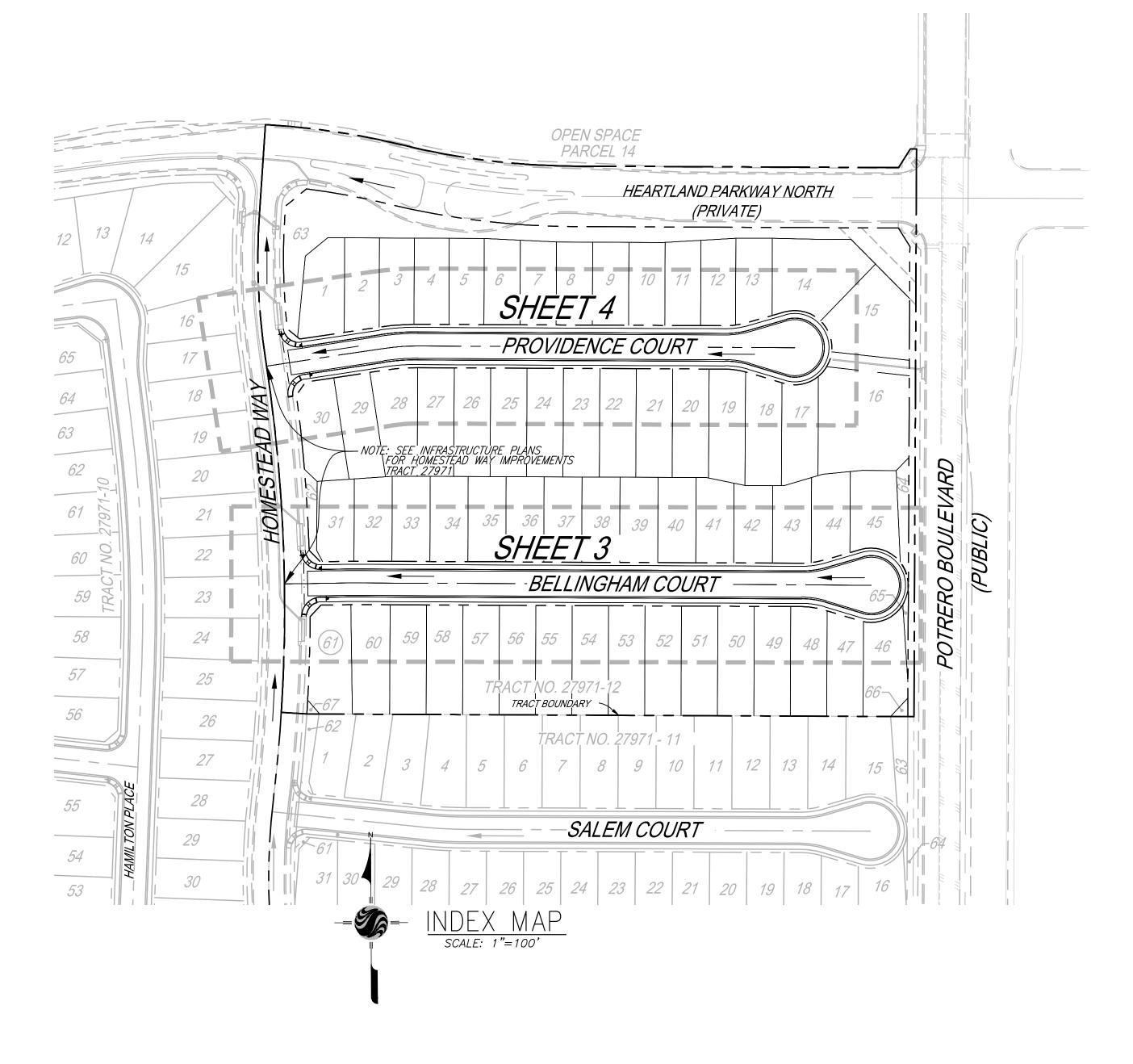
SHEET

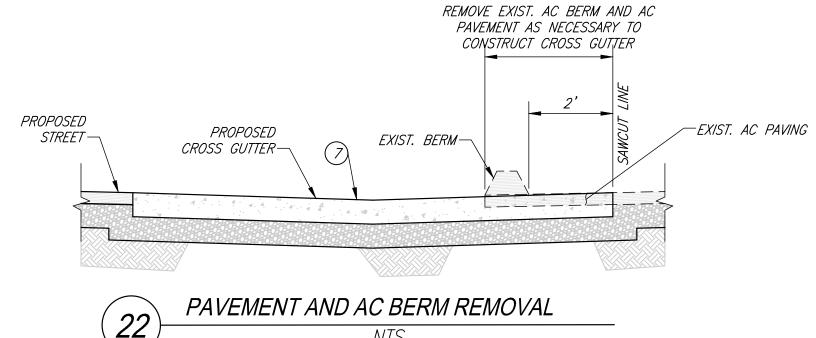
Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8526

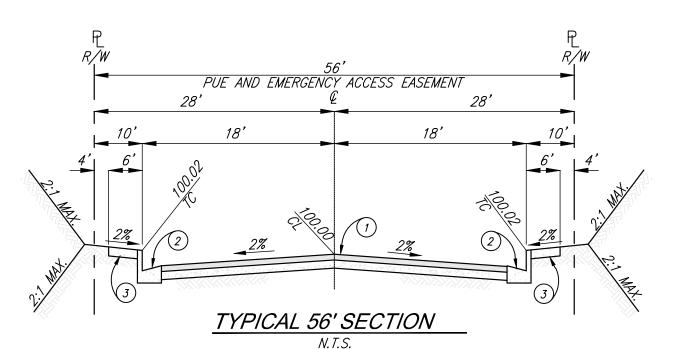
FOR: RSI COMMUNITIES—CALIFORNIA, LLC 3239A

# CITY OF BEAUMONT, CALIFORNIA

# STREET IMPROVEMENT PLANS TRACT NO. 27971-12

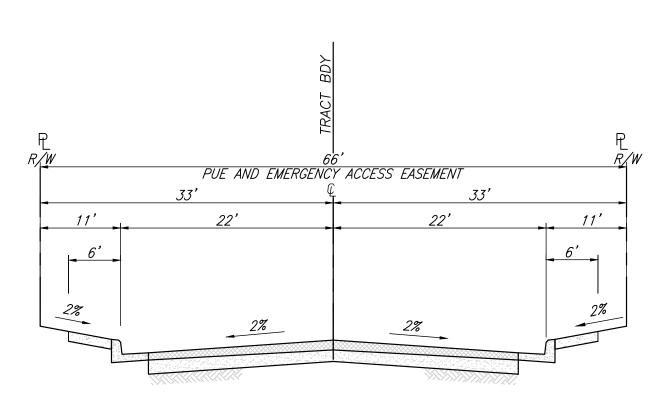






BELLINGHAM COURT AND PROVIDENCE COURT MODIFIED RIVERSIDE COUNTY STD. 106, SECTION A T.I. = 5.5, 0.25' A.C. W/SEAL COAT OVER 0.50' A.B. CL-2 PRELIM. "R" VALUE = 30

N.T.S.

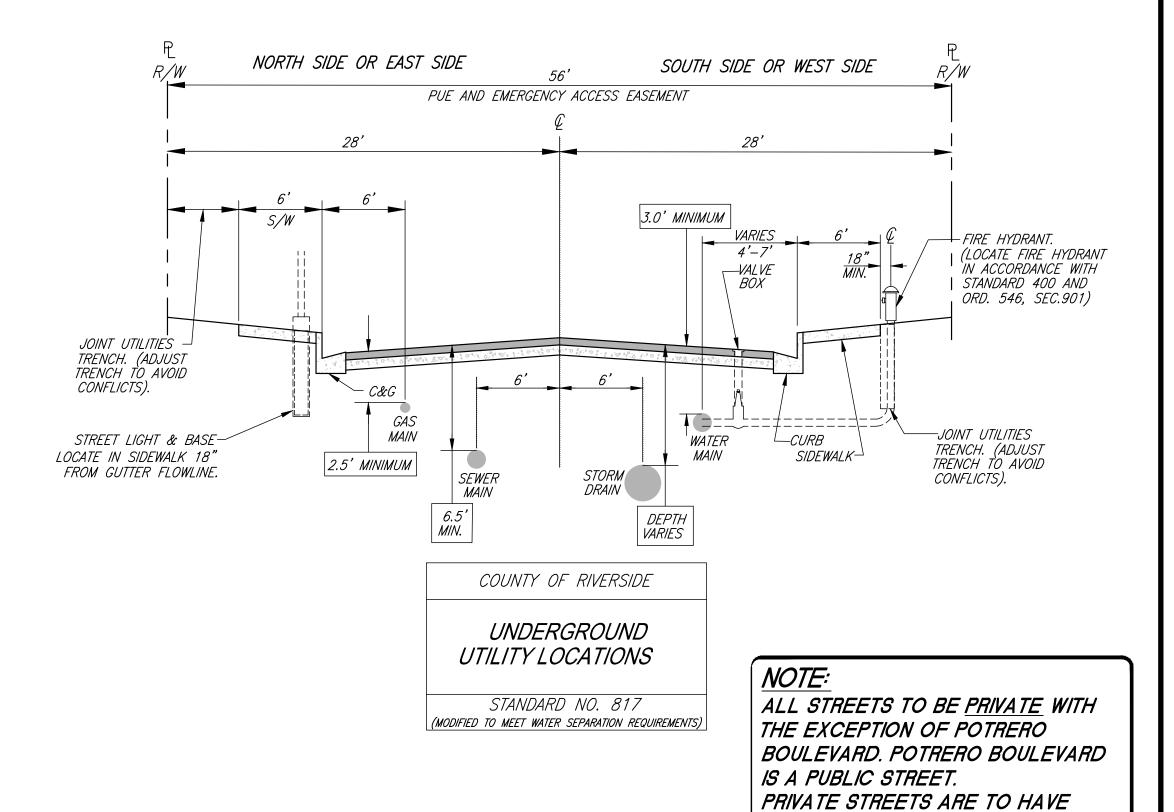


TYPICAL SECTION - HOMESTEAD WAY (66' RW) (FOR REFERENCE ONLY. SEE INFRASTRUCTURE STREET IMPROVEMENT PLANS FOR MORE INFORMATION)

# CONSTRUCTION NOTES AND ESTIMATED QUANTITIES ITEM

	<u>TOTAL</u>
1) CONSTRUCT 3" A.C. OVER 6" CLASS II A.B. PER GEOTECH RECOMMENDATIONS.	51,748 S.F.
2) CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200.	2,963 L.F.
3) CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401.	17,892 S.F.
4) INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 815	2 EA.
5) INSTALL W14-1 "DEAD END" STREET SIGN PER M.U.T.C.D., CA SUPPLEMENT.	2 EA.
6 CONSTRUCT CURB RAMP (CASE B) PER DETAIL ON SHEET 6	4 EA.
7) CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 209.	1,563 S.F
10) INSTALL STREET LIGHT. LOCATE BASE 18" BEHIND CURB FLOWLINE AS SHOWN ON PLAN. PRIVATE STREET LIGHT PLANS PER SEPARATE SUBMITTAL AND PERMIT APPROVAL.	4 EA.
(12) CONSTRUCT RESIDENTIAL DRIVEWAY PER RIV. CO. STD. NO. 207. (W=16' UNLESS OTHERWISE NOTED)	60 E.A.
13) INSTALL R1-1 "STOP SIGN" PER CALIFORNIA M.U.T.C.D.	2 EA.
14) APPLY THERMOPLASTIC WHITE LIMIT LINE PER M.U.T.C.D., CA SUPPLEMENT, FIG. 3B-103	42 L.F.
(15) APPLY THERMOPLASTIC "STOP" PAVEMENT MARKING PER M.U.T.C.D., CA SUPPLEMENT, FIG. 3B-20(CA).	2 EA.
22) SAWCUT AND REMOVE EXISTING PAVEMENT AND AC BERM PER DETAIL ON SHEET 2.	172 L.F.
(23) INSTALL IRRIGATION SLEEVES, (1) 6" PVC CLASS 200 AND (2) 4" PVC CLASS 315 PIPE UNDER PAVEMENT AND HARDSCAPE.  SLEEVES SHALL EXTEND A MINIMUM OF 6 INCHES BEYOND HARDSCAPE. IN—LINE FITTINGS, INCLUDING COUPLINGS, SHALL NOT BE PERMITTED UNDER PAVEMENT/HARDSCAPE SURFACES EXCEPT WHERE THE SLEEVE LENGTH IS 20 FEET OR GREATER. THE ENDS OF SLEEVES SHALL BE CAPPED HAND—TIGHT UNTIL PIPING IS LAID. ALL SLEEVES SHALL HAVE A MINIMUM CLEARANCE OF SIX	104 L.F.

BE IPS PRÉSSURE RATED PVC 1120 SDR 13.5 (CLASS 315) FOR 4" PIPE AND SHALL BE IPS PRESSURE RATED PVC 1120 SDR 21 (CLASS 200) FOR 6" PIPE SLEEVES SHALL BE INSTALLED AT DEPTH NO LESS THAN 24 INCHES FROM FINISH GRADE.



THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY

WORK CONTAINED WITHIN THESE PLANS SHAL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS

Know what's below. Call before you dig. | BEARING: N 27°39'52"

BEEN ISSUED.

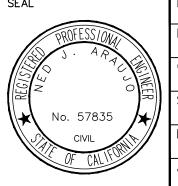
DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND

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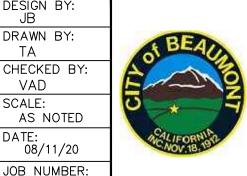
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CONSTRUCTION NOTE 10 BY MARK APPR. DATE REVISIONS **ENGINEER** 





VAD



BEAD	Reviewed By:
	Recommended for Approval By:
* T	Approved By: Director of Public Works
Nov.18.	CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

Reviewed By:	Date:
Recommended for Approval By:	Date:
Approved By: Director of Public Works	Date: 09/03/2020

PRIVATE STREET IMPROVEMENT PLANS TRACT 27971-12 CONSTRUCTION NOTES, QUANTITIES

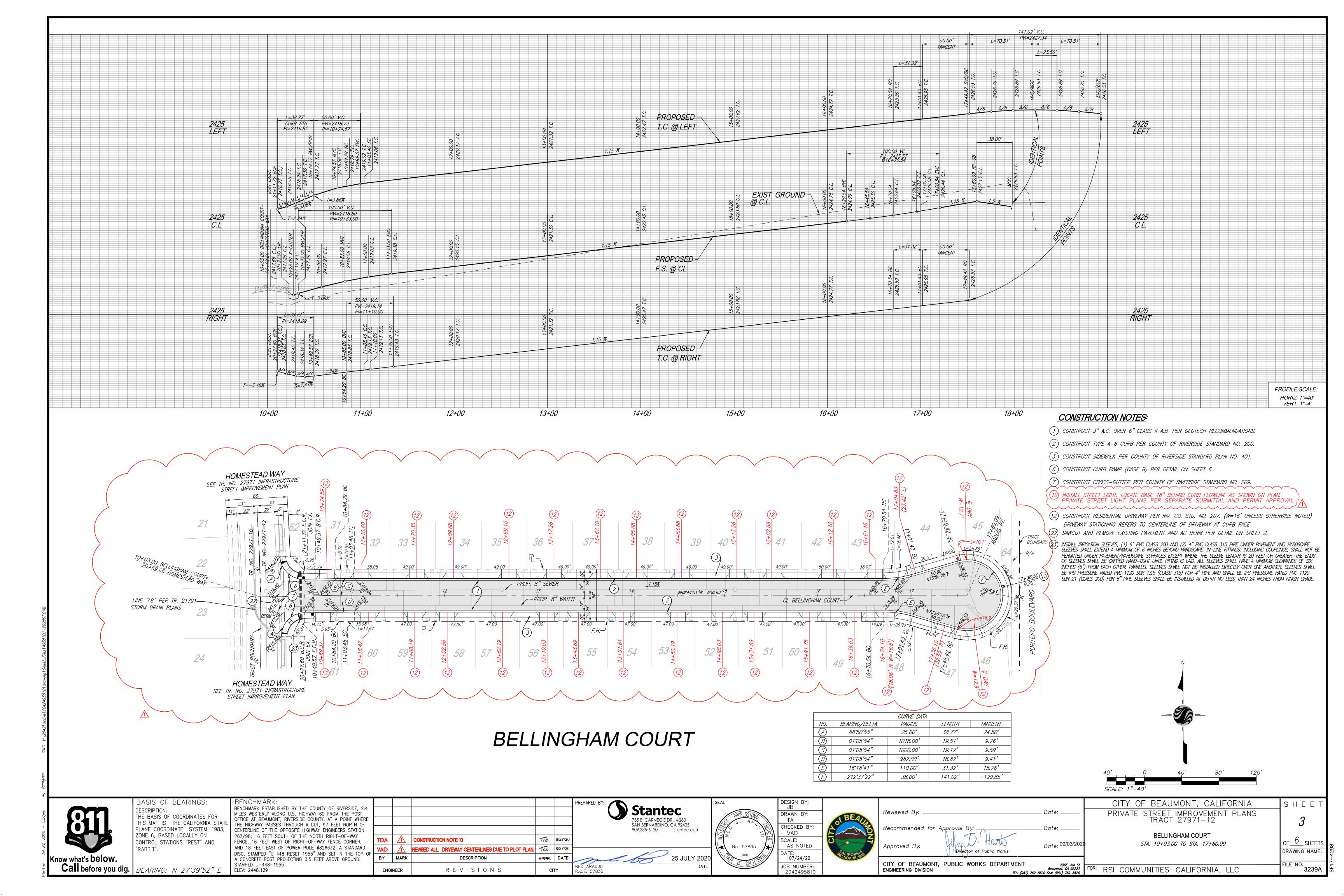
CITY OF BEAUMONT. CALIFORNIA

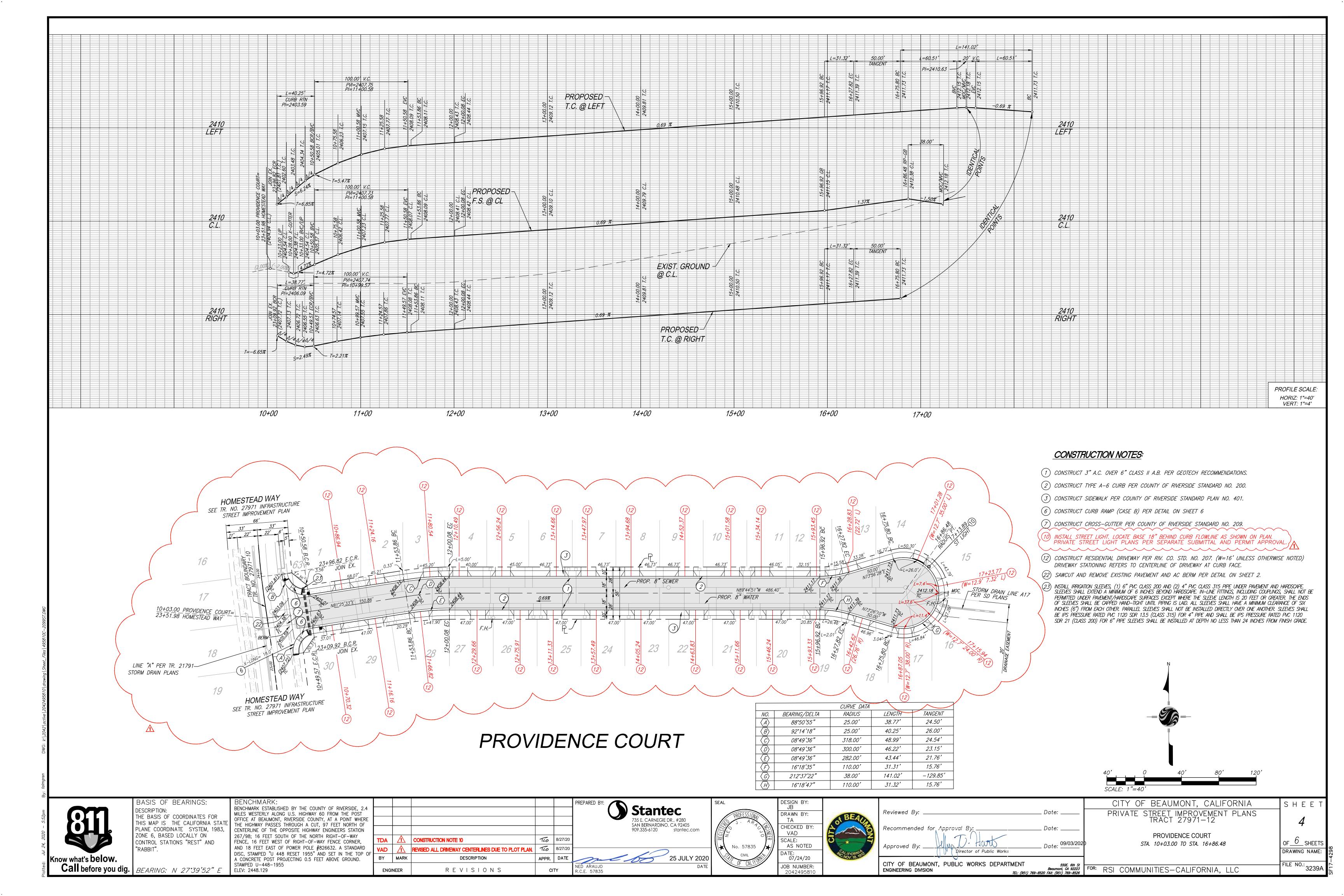
OF\_O\_SHEETS & TYPICAL SECTIONS DRAWING NAME FILE NO.: MENT 550E. 6th St Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8526 FOR: RSI COMMUNITIES—CALIFORNIA, LLC 3239A

ACCESS EASEMENTS.

PUBLIC UTILITY AND EMERGENCY

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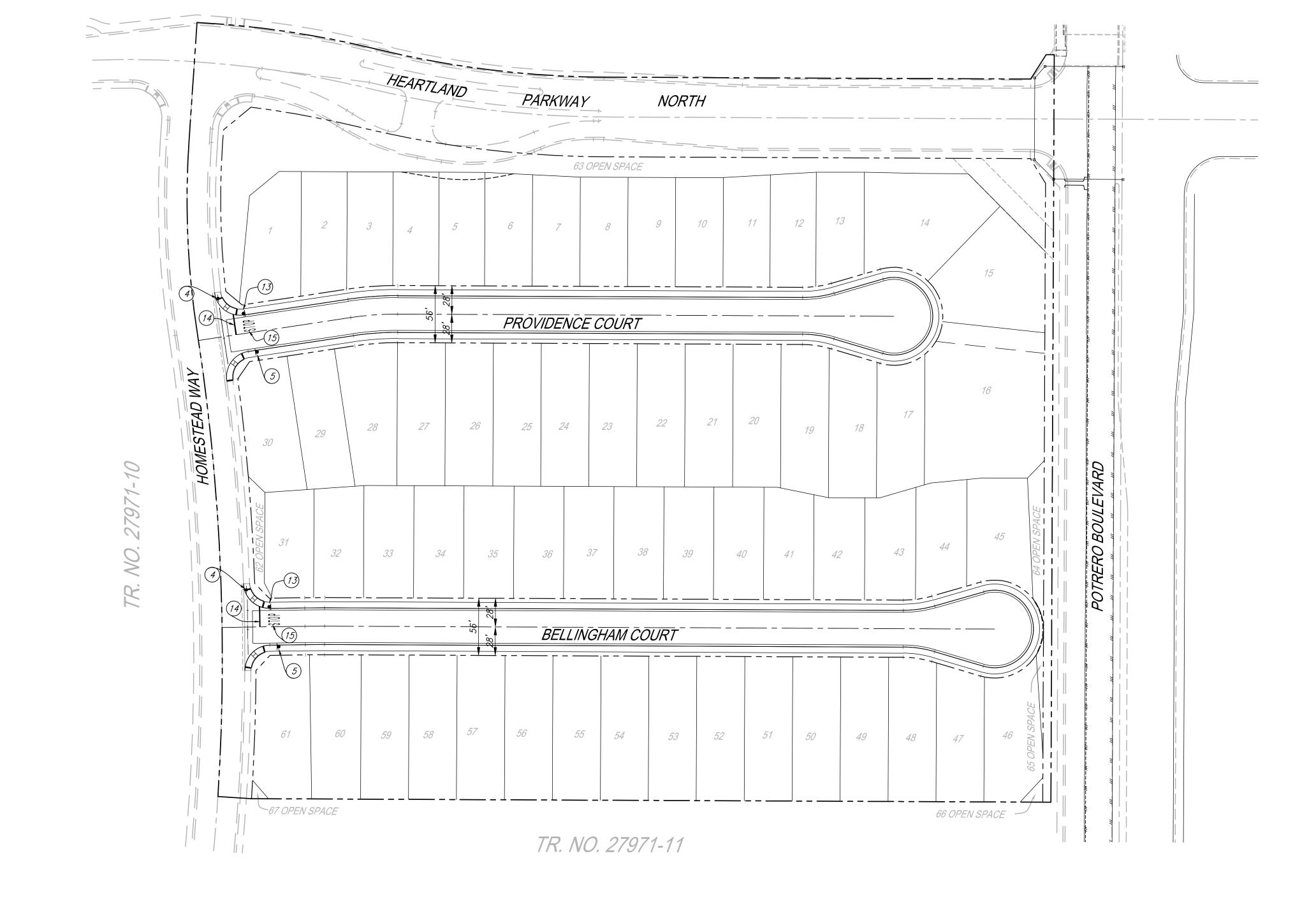


# GENERAL SIGNAGE/STRIPING NOTES:

- 1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, AND RIVERSIDE COUNTY STANDARD PLANS, LATEST EDITION HEREAFTER REFEREED TO AS THE STANDARD SPECIFICATIONS AND STANDARD PLANS UNLESS OTHERWISE SPECIFIED.
- 2. TRAFFIC STRIPES, RAISED PAVEMENT MARKERS AND SIGNS, (EXCEPT PAVEMENT LEGENDS), SHALL COMPLY WITH THE 2003 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND THE 2003 MUTCD CALIFORNIA SUPPLEMENT.
- 3. PAVEMENT LEGENDS SHALL EXACTLY MATCH THE CITY OF BEAUMONT STANDARD STENCILS.
- 4. RAISED PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 85 OF THE STATES STANDARD SPECIFICATIONS, ENTITLED "PAVEMENT MARKERS". ADHESIVE FOR PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 95-2.04 OF CALTRANS STANDARD SPECIFICATIONS (JULY 2002 EDITION) ENTITLED "RAPID SET EPOXY ADHESIVE FOR PAVEMENT MARKERS".
- 5. THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS SHALL CONFORM TO THE SECTION 84-2, ENTITLED "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS", AS SPECIFIED IN THE CALTRANS STANDARD SPECIFICATIONS (JULY 2002 EDITION).
- 6. ALL TRAFFIC STRIPING, PAVEMENT LEGENDS AND RAISED PAVEMENT MARKERS THAT CONFLICT OR CONFUSE TRAFFIC AS A RESULT OF THE NEWLY INSTALLED WORK SHOWN ON THIS PLAN SHALL REMOVED BY WET SANDBLASTING OR GRINDING AS DIRECTED BY THE ENGINEER.
- 7. DEBRIS FROM REMOVAL OPERATIONS SHALL BE CONTAINED WITHIN THE WORK AREA AND THE CONTRACTOR SHALL TAKE PRECAUTIONS NECESSARY TO PROTECT PERSONS AND PROPERTY ADJACENT TO THE SANDBLASTING OPERARATIONS. THE DEBRIS RESULTING FROM THE SANDBLASTING SHALL BE IMMEDIATELY REMOVED AND DISPOSED OF BY THE CONTRACTOR. DEBRIS WITHIN THE ROADWAY SHALL BE REMOVED BY MECHANICAL SWEEPING OR HIGH-POWER VACUUM.
- 8. SCARRED PAVEMENT SURFACES RESULTING FROM REMOVAL OPERATIONS SHALL BE SEALED WITH ASPHALT PAINT CONFORMING TO SECTION 203-8 OF THE STANDARD SPECIFICATIONS. SCARRED AREAS RESULTING FROM WORD OR GRAPHIC LEGEND REMOVAL SHALL BE FULLY COVERED WITH AN ASPHALTIC PAINTED SQUARE OR RECTANGULAR SHAPE THAT COMPLETELY OBLITERATES THE OLD LEGEND FORM.
- 9. ALL SIGNS SHALL CONFORM TO SECTION 56-2, ENTITLED "ROADSIDE SIGNS", AS SPECIFIED IN THE CALTRANS STANDARD SPECIFICATIONS (JULY 2002 EDITION). SIGNS SHALL BE REFLECTORIZED SHEET ALUMINUM USING HIGH INTENSITY GRADE SHEETING WITH 3M #1150 PROTECTIVE OVERLAY FILM OR APPROVED EQUAL. ALL SIGNS SHALL BE MÖUNTED WITH THEFT/VANDA-PROOF FASTENERS.
- 10. ALL SIGNS SHALL BE STANDARD SIZE IN ACCORDANCE WITH THE 2003 MUTCD AND THE 2003 MUTCD CALIFORNIA SUPPLEMENT, EXCEPT PARKING RELATED SIGNS SHALL BE 12'X18".
- 11. PER GOVERNMENT CODE SECTION 4216, IF THE WORK IN AN AREA WHICH IS KNOWN, OR REASONABLY SHOULD KNOW, TO CONTAIN SUBSURFACE INSTALLATIONS, CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT 1-800-227-2600 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO COMMENCING ANY WORK THAT PENETRATES THE EXISTING SURFACE.
- 12. STRIPING LAYOUT SHALL BE APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT PRIOR TO APPLICATION OF THE THERMOPLASTIC MATERIAL. CONTACT THE CITY PUBLIC WORKS DEPARTMENT CITY INSPECTOR AT (951) 769-8520 EXT. 250 (BEAUMONT) 2 WORKING DAYS PRIOR TO LAYOUT.
- 13. STEEL SIGN POSTS INSTALLED IN CONCRETE AREAS SHALL BE INSTALLED IN PVC SLEEVES TO FACILITATE REPLACEMENT. ALL POSTS SHALL BE 2" TELSPAR POSTS UNLESS NOTED OTHERWISE.

### CONSTRUCTION NOTES

- (4) INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 815
- (5) INSTALL W14-1 "DEAD END" STREET SIGN PER M.U.T.C.D., CA SUPPLEMENT.
- (13) INSTALL R1-1 "STOP SIGN" PER CALIFORNIA M.U.T.C.D.
- (14) APPLY THERMOPLASTIC WHITE LIMIT LINE PER M.U.T.C.D., CA SUPPLEMENT, FIG. 3B-103
- (15) APPLY THERMOPLASTIC "STOP" PAVEMENT MARKING PER M.U.T.C.D., CA SUPPLEMENT, FIG. 3B-20(CA).



THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY

WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS

Call before you dig. | BEARING: N 27°39'52" E

Know what's **below.** 

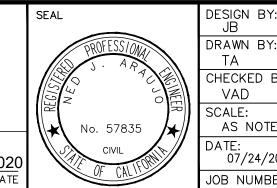
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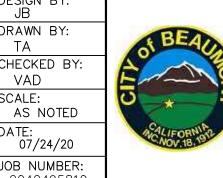
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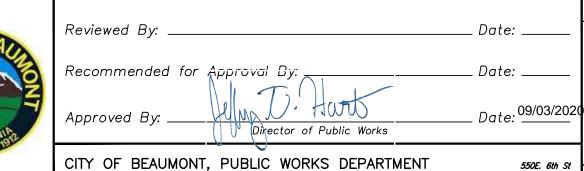
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735 E. CARNEGIE DR., #280 SAN BERNARDINO, CA 92405 909.335-6120 stantec.com DESCRIPTION NED ARAUJO REVISIONS



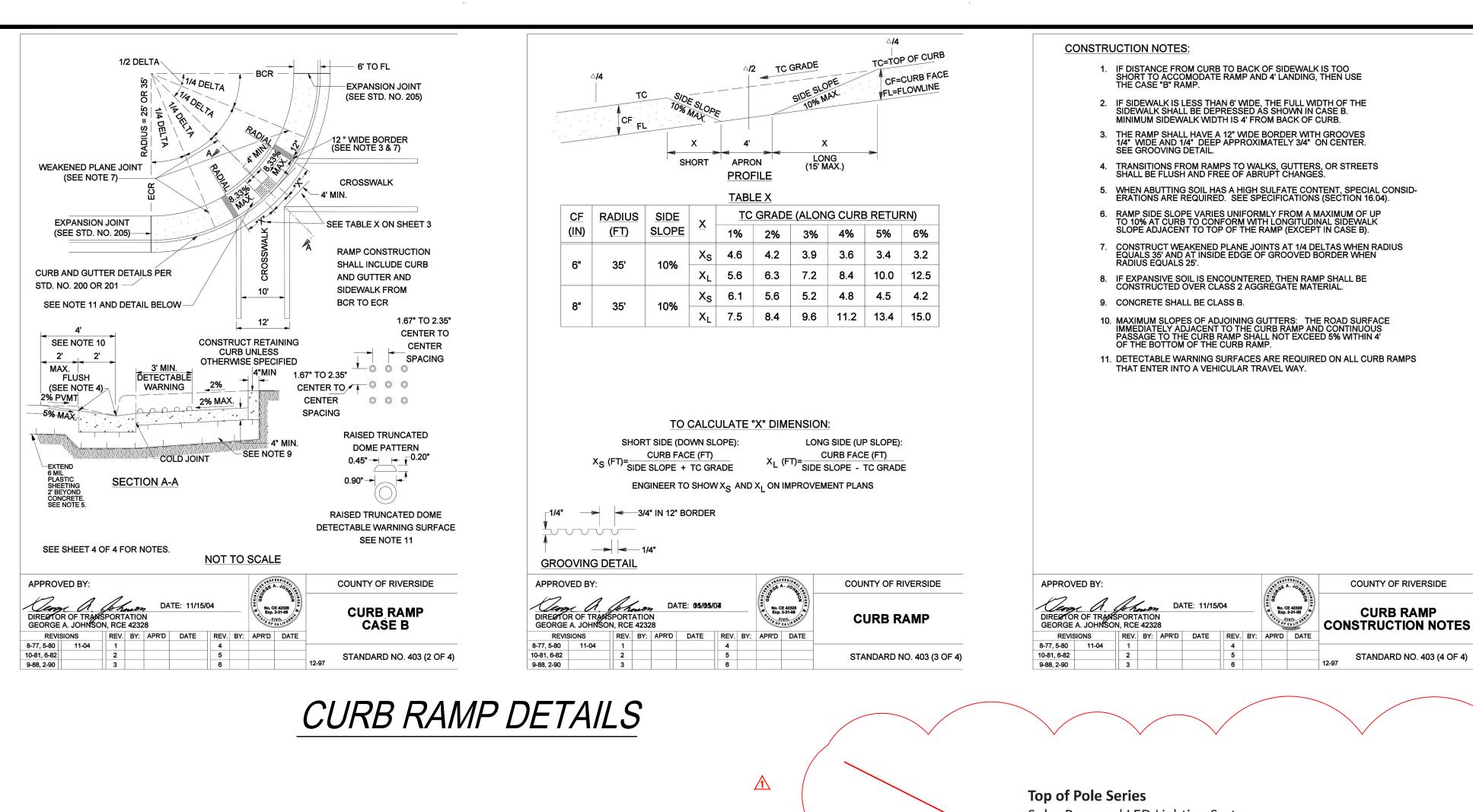


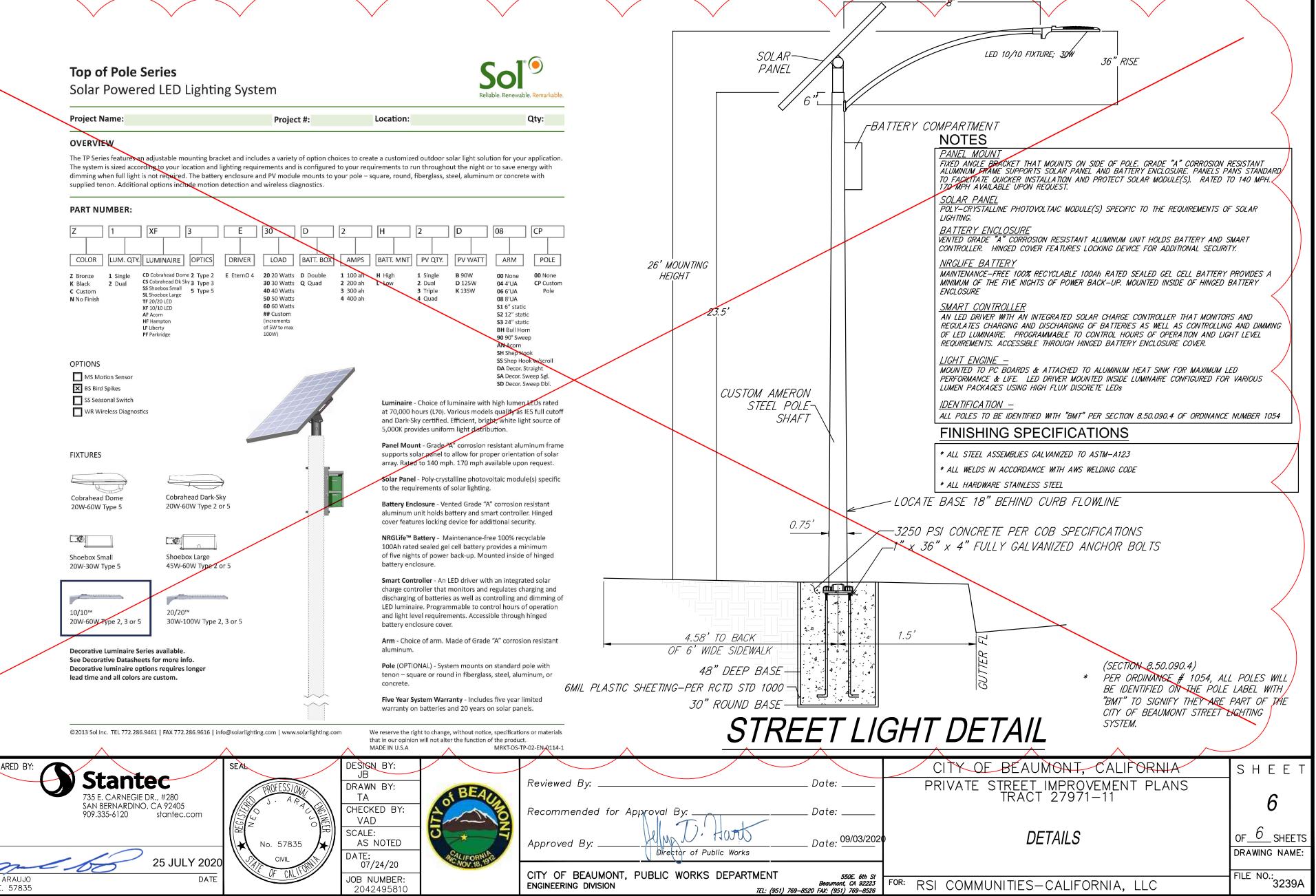


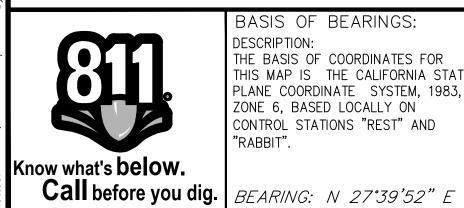


ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA SHEE PRIVATE STREET IMPROVEMENT PLANS TRACT 27971-12 SIGNAGE AND STRIPING OF O SHEET DRAWING NAME: 1 FILE NO.: 3239A MENT 550E. 6th St Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8526 FOR: RSI COMMUNITIES—CALIFORNIA, LLC







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Teo 8/27/2 BY MARK DESCRIPTION REVISIONS ENGINEER CITY



