Basic Gov (Sales Force) # 14-2133 File # 3281

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

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

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 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. 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.

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- 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. 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. <u>No Assignment.</u> The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.
- 15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

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

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

ByMayo	or	
Date	anne ann ann ain air an an ann ann an an ainm aithre ann an air ainm air ann an an ainm air ann an ann an an a	
DEVELO By	PER 14, 2020	
Date	14, 2020 v	
Title: AU	THORIZED SIGNATORY	
	2392 MORSE AVE.	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	ficate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California	}
County of ORANGE	1
	/
	ZABETH MENICUCCI, NOTARY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appeared STEPHAN Z. ELIEFF	
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	y evidence to be the person(e) whose name(s) is/are wledged to me that he/she/they executed the same in his/her/their signature(e) 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.
ELIZABETH MENICUCCI Notary Public – California Orange County Commission # 2139442 My Comm. Expires Feb 4. 2020	Signature of Notary Public
——————————————————————————————————————	PTIONAL
	s information can deter alteration of the document or s form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
lumber of Pages: Signer(s) Other Tha	an Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General	☐ Corporate Officer — Title(s):
Partner — □ Limited □ General Individual □ Attorney in Fact	☐ Individual ☐ Attorney in Fact
Trustee Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	☐ Other:
igner Is Representing:	Signer Is Representing:

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Bond No.: 1001124448

Premium included with
the Performance Bond

Infrastructure Streets

EXHIBIT "B"

PAYMENT BOND

SDC Fairway Canyon, LLC (hereaft Agreement To Provide Security For Improvement	agrees to install and complete certain designated act Map, Parcel Map or Plot Plan No. 31462
WHEREAS, under the terms of the said agreen the performance of the work, to file a good and suffic secure the claims to which reference is made in Section California.	
bound unto the City of Beaumont and all contractors, persons employed in the performance of the said agree the Civil Code in the sum of Three Million Eight materials furnished or labor thereon of any kind, or for Act with respect to this work or labor, that the Surety amount hereinabove set forth, and also in case suit is beface amount thereof, costs and reasonable expenses incurred by the City in successfully enforcing this oblide.	ement and referred to at Section 8000, et seq., of the Hundred dollars (\$3,875,500.00), for amounts due under the Unemployment Insurance will pay the same in an amount not exceeding the brought upon this bond, will pay, in addition to the and fees, including reasonable attorney's fees,
It is hereby expressly stipulated and agreed that persons, companies, and corporations entitled to file Code, so as to give a right of action to them or their assistance.	
Should the condition of this bond be fully perfudic, otherwise it shall be and remain in full force and o	formed, then this obligation shall become null and effect.
The Surety hereby stipulates and agrees that not 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 January 10th 20	s been duly executed by the Principal and Surety
PRINCIPAL: SDC Fairway Canyon, LLC, a Delaware Limited Liability Company	SURETY: American Contractors Indemnity Company
By AM	By And
Title HUTHINGZED SLANATURY	Title Shane Wolf, Attorney-in-Fact

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.

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

State of California	}
County of Orange	}
On January 10, 2020 before me, _	Susan E. Morales, Notary Public (Here insert name and title of the officer)
personally appeared Shane Wolf	4.00
who proved to me on the basis of satisfaname(s) is/are subscribed to the within he/she/they executed the same in his/ha	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	under the laws of the State of California that
the foregoing paragraph is true and cor	AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA
WITNESS my hand and official seal. Swam & Monday Notary Public Signature (No	SUSAN E. MORALES COMM. # 2279182 NOTARY PUBLIC - CALIFORNIAS ORANGE COUNTY My Comm. Expires March 28, 2023
•	•
ADDITIONAL OPTIONAL INFORMAT	ON INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgents from
Bond #1001124448	other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	State and County information must be the State and County where the document
American Contractors Indemnity Company	signer(s) personally appeared before the notary public for acknowledgment. • Date of notarization must be the date that the signer(s) personally appeared which
(Title or description of attached document continued)	must also be the same date the acknowledgment is completed.
Number of Pages _1 Document Date1/10/20	 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 or her commission.
	notarization.
CAPACITY CLAIMED BY THE SIGNER	 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
☐ Individual (s) ☐ Corporate Officer	information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible
(Title)	Impression must not cover text or lines. If seal impression smudges, re-seal if sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk.
☑ Attorney-in-Fact	Additional information is not required but could help to ensure this
Trustee(s)	 acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.
Other	Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 OPTIONAL Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document Title or Type of Document: Itle or Type of Document: Itle or Type of Document: Signer's Name: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Corporate Officer — Title(s): Corporate Officer — Title(s): Corporate Officer — Ilimited General Corporate O		ficate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
Date Date Date Date Date Date Date Date	State of California)
Date Date Date Date Date Date Description of Attached Document Ittle or Type of Document Ittle o	County of ORANGE)
Date personally appeared STEPHAN Z. ELIEFF Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/subscribed to the within instrument and acknowledged to me that he/she/they executed the same his/her/their authorized capacity(iee); and that by his/her/their-signature(s) on the instrument the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragragis true and correct. WITNESS my hand and official seal. Signature Place Notary Seal Above Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document interest of the state of California that the foregoing paragragis true and correct. WITNESS my hand and official seal. Signature OPTIONAL Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document itle or Type of Document: Document Date: Lumber of Pages: Signer(s) Other Than Named Above: Signer's Name: Corporate Officer — Title(s): Partner — Corporate Officer — Title(s): Partner — Corporate Officer — Title(s): Partner — Corporate Officer — Itile(s): Partner — Corporate Officer — Itile(s): Partner — Corporate Officer — Title(s): Partner — Corporate Officer —		ZABETH MENICUCCI, NOTARY PUBLIC
Who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/esubscribed to the within instrument and acknowledged to me that he/she/they executed the same iss/hex/their authorized capacity(ee), and that by his/hex/their signature(e) on the instrument the person(e) or the entity upon behalf of which the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragrar is true and correct. WITNESS my hand and official seal. WITNESS my hand and official seal. Signature of Notary Public Place Notary Seal Above OPTIONAL Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. escription of Attached Document title or Type of Document: umber of Pages: Signer(s) Other Than Named Above: apacity(les) Claimed by Signer(s) giner's Name: Corporate Officer — Title(s): Partner — Limited General Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator		Here Insert Name and Title of the Officer
Who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/esubscribed to the within instrument and acknowledged to me that he/she/they executed the same iss/hex/their authorized capacity(ee), and that by his/hex/their signature(e) on the instrument the person(e) or the entity upon behalf of which the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragrar is true and correct. WITNESS my hand and official seal. WITNESS my hand and official seal. Signature of Notary Public Place Notary Seal Above OPTIONAL Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. escription of Attached Document title or Type of Document: umber of Pages: Signer(s) Other Than Named Above: apacity(les) Claimed by Signer(s) giner's Name: Corporate Officer — Title(s): Partner — Limited General Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator	personally appeared STEPHAN Z. ELIEFF	
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Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator	gner's Name:	Signer's.Name:
Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator	Corporate Officer — Title(s):	Corporate Officer — Title(s):
Trustee Guardian or Conservator Trustee Guardian or Conservator		
		☐ Individual ☐ Attorney in Fact
Outer.		
aner is Representing.	oner is Representing:	Signer Is Representing:

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 be anthorney 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 decuments 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 sealed 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 day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals





By:

Daniel P. Agullar, 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 certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct WITNESS my band and official seal.

Signature

(Seal)

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

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company and U.S. Specialty This mance 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 Les Angeles, California this 10 th

of January

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Corporate Seals

Bond No. 1001124448 Agency No. 16590





Kio Lo, Assistant Secretary

To incluing about this band places write to us at surety-hand inquire form

Basic Gov (Sales Force) # 14-2133 File # 2281

Infrastructure Streets

• •

EXHIBIT "A"

Bond No.: 1001124448 Premium: \$58,133.00/2 yrs.

PERFORMANCE BOND

	designated	as "Principal") have entered into
Agreement To Provide Security For Improvements F dated, 20, whereby Principal agree public improvements itemized and described on Tract M.	es to instal	and complete certain designated
which is hereby incorporated herein and made a part here		,
WHEREAS, Principal is required under the term faithful performance of said agreement.	s of the sa	id agreement to furnish a bond for the
NOW, THEREFORE, we, the Principal and As Surety, are held and firmly bound unto the City of Bosum of Three Million Eight Hundred Seventy-Five * United States, for the payment of which sum well and successors, executors and administrators, jointly and seventh.	eaumont (I dollars (§ truly to be	ereinafter called "City"), in the penal (3,875,500.00) lawful money of the made, we bind ourselves, our heirs,
	37.7	*Thousand Five Hundred & N0/100ths
The condition of this obligation is such that administrators, successors or assigns, shall in all things st perform the covenants, conditions and provisions in the s	tand to and aid agreen	abide by, and well and truly keep and ent and any alteration thereof made as
therein provided, on his or their part to be kept and pospecified, and in all respects according to their true int	eriormed a	t the time and in the manner therein
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 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,
The Surety hereby stipulates and agrees that no	change, ex	xtension of time, alteration or addition
to the terms of the agreement or to the work to	be perforr	ned thereunder or the specifications
accompanying the same shall in any way affect its oblinotice of any such change, extension of time, alteration of work or to the specifications.	igations of or addition	this bond, and it does hereby waive to the terms of the agreement or to the
IN WITNESS WHEREOF, this instrument has above named, on January 10th	been duly	executed by the Principal and Surety
PRINCIPAL:	SURETY	:
SDC Fairway Canyon, LLC, a Delaware Limited Liability Company	America	n Contractors Indemnity Company
By AM	Ву	M
Title ANTHORIZED SIGNA TORY	Title	Shane Wolf, Attorney-in-Fact

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.

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

State of California	}
County of Orange	}
On January 10, 2020 before me, S	usan E. Morales, Notary Public (Here insert name and title of the officer)
	strument and acknowledged to me that their authorized capacity(ies), and that by the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY of the foregoing paragraph is true and corre	under the laws of the State of California that ect. SUSAN E. MORALES
WITNESS my hand and official seal. Susan & Monage (Notary Public Signature)	COMM. # 2279182 Z NOTARY PUBLIC - CALIFORNIA S ORANGE COUNTY My Comm. Expires March 28, 2023
ADDITIONAL OPTIONAL INFORMATION DESCRIPTION OF THE ATTACHED DOCUMENT Bond #1001124448 (Title or description of attached document) American Contractors Indemnity Company (Title or description of attached document continued)	This form complies with current Catifornia statutes 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. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her
Number of Pages _1 Document Date1/10/20 CAPACITY CLAIMED BY THE SIGNER Individual (s)	 commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
☐ Corporate Officer (Title) ☐ Partner(s) ☑ Attomey-in-Fact ☐ Trustee(s) ☐ Other	 The notary seal impression must be clear and photographically reproducible Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certific document to which this certificate is attached, and not	cate verifies only the ide the truthfulness, accurac	ntity of the individual who signed the y, or validity of that document.	
State of California)		
County of ORANGE)		
On JANUARY 15, 2020 before me, ELIZ	ABETH MENICUCCI, NOT	ARY PUBLIC	
Date	Here Insert Name and Title of the Officer		
personally appeared STEPHAN Z. ELIEFF			
porsonally appeared	Name(s) of Signer	r(s)	
who proved to me on the basis of satisfactors subscribed to the within instrument and acknown his/her/their authorized capacity(ies), and that by lor the entity upon behalf of which the person(s) a	wledged to me that h his/h er/thei r signature acted, executed the in	e/s he/they executed the same in (s) on the instrument the person(s), strument.	
		LTY OF PERJURY under the laws ornia that the foregoing paragraph	
ELIZABETH MENICUCCI Notary Public – California Orange County Commission # 2139442 My Comm. Expires Feb 4, 2020	WITNESS my hand a	and official seal. When the seal of the s	
Place Notary Seal Above OP Though this section is optional, completing this	TIONAL	r alteration of the document or	
fraudulent reattachment of this	s form to an unintende	ed document.	
Description of Attached Document Title or Type of Document:		nent Date:	
lumber of Pages: Signer(s) Other Tha	an Ivamed Above		
capacity(ies) Claimed by Signer(s)	Cianor's Nome		
igner's Name:Title(s):	r's Name: Signer's.Name: Signer's.Name: Corporate Officer — Title(s):		
Partner — ☐ Limited ☐ General		imited General	
Individual Attorney in Fact	☐ Individual	☐ Attorney in Fact	
Trustee	☐ Trustee	☐ Guardian or Conservator	
Other:	Other:		
igner Is Representing:	Signer Is Represe	enting:	



























