

# City of Beaumont

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

Case No. Pu2018-0177	Thy
Receipt No. 817 373	300.00
Fee \$ 3, 484, 43	WX4.43
Date Paid 3 22 18	MPP

#### **BOND EXONERATION APPLICATION**

Bone	d Type: 8 Performance Maintenance Final M	Monument Inspection  Other:
1.	Contact's Name Chris Larsen	Phone 951-691-5300
2.	Contact's Address 36310 Inland Valley Drive	Wildomar, CA 92595
5.	Contact's E-mail CLarsen@KBHome.com	City/State/Zip
3.	Developer Name KB Home California LLC (If corporation or partnership application must include n	Phone 951-691-5300 ames of principal officers or partners)
4.	Developer Address 36310 Inland Valley Drive	Wildomar, CA 92595
5.	Description of Bonds (including Bond Number number, and description of improvements covered	
	Sewer, Street/Drainage Bond in the amou Bond #1047933	nt of \$1,210,334.75 TR 36558
6.	CERTIFICATION OF ACCURACY AND to the best of my knowledge the information in and exhibits are true, complete, and correct.	
	Chris Larsen	3/19/2018
7.	Print Name and Sign / Contact/Applicant  Contractor shall indemnify, defend, and hold h	
	employees and volunteers from and against an costs (including without limitation costs and for of or in connection with contractor's performance comply with any of its obligations for which the for such loss or damage which was caused by the contract of	es of litigation) of every nature arising out nee of work hereunder or its failure to is Bond exoneration is requested, except
	Chris Larsen	3/19/2018
	Print Name and Sign - Contact/Applicant	Date

Bond No: 1047933

15-2	2949	4	
Basic Gov (Sales Force) # File #	2943	15-	2948
<i>3</i> e	19, 20	294	2096

#### EXHIBIT "A"

#### PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and KB Home California LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated, 20, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 36558 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 The Hanover Insurance Company as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Million Two Hundred Ten Thousand* dollars (\$\frac{1}{2}10,334.75\) 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. "Three Hundred Thirty Four and 75/100"
The condition of this obligation is such that if the 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.
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, onJuly 26th, 20_16
PRINCIPAL: SURETY:
ByByByByByByByByByByByByByByByByByByBy
Title Brenda Wong, Attorney-in-Fact

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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 ofLos Ange	eles	
personally appeared satisfactory evidence within instrument an in his/her/their authorithe instrument the peacted, executed the instrument in his/her/their authorithe instrument the peacted, executed the instrument in his/her/their authoritheir authori	Brenda Wong to be the person(s) d acknowledged to crized capacity(ies), erson(s), or the enti- nstrument.  TY OF PERJURY und	Phuong Tu Truong, Notary Public,  who proved to me on the basis of ) whose name(s) is/are subscribed to the me that he/she/they executed the same and that by his/her/their signature(s) on ity upon behalf of which the person(s)  er the laws of the State of California that
WITNESS my hand an		
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(seal)		uong Tu Truong, Notary Public
	PHUONG TU TRU	ONG



## THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Tenzer V. Cunningham, Brenda Wong, Kari A. Davis and/or Phuong Truong

of Marsh Risk & Insurance Services, Inc., Los Angeles, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, knowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

#### Any such obligations in the United States~ in any amount

WHEREAS, the Board of Directors of the Company duly adopted a resolution on March 24, 2014 authorizing and empowering certain officers of the Company to appoint attorneys-in-fact of the Company to execute on the Company's behalf certain surety obligations and other writings and obligations related thereto (the "Original Surety Resolution");

WHEREAS, the Company's Board of Directors wishes to affirm the continued authority of all of the attorneys-in-fact that were issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding; and

WHEREAS, the Company's Board of Directors wishes to restate the Original Resolution and adopt certain related resolutions.

NOW THEREFORE, be it hereby:

RESOLVED: That the authority of all attorneys-in-fact of the Company validly issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding as of the date hereof are hereby ratified, confirmed and approved in all respects.

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That all such surety Attorneys-in-facts issued by the Company from and including the date hereof shall be authorized pursuant to the foregoing resolution (the "Surety Resolution").

RESOLVED: That the President or any Vice President of the Company, in conjunction with any Vice President, be and hereby are authorized and empowered to establish, and from time to time review and amend, written security measures, protocols and safeguards for all Attorneys-in-fact issued by the Company pursuant to the Surety Resolution, including without limitation, security features on the actual certificates issued by the Company and evidencing such Attorneys-in-fact.

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 3rd day of September 2015.



THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS AISURANCE COMPANY OF AMERICA

Kille A Kymas Leters Tames, Vice Preview

THE HANOVER INSURANCE COMPANY
MASSACHUSETTE BAY INSURANCE COMPANY
CITYENS INSURANCE COMPANY OF AMERICA

THE COMMONWEALTH OF MASSACHUSETTS ) COUNTY OF WORCESTER ) ss.

On this 3rd day of September 2015 before me came the above named Vice Presidents of The Hanover insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

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ROBERT PARKS
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Dinne J. Maglino, Patarry Fr/Nic My Cummission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this \_\_\_

JUL **2 6** 2016 day.of 20

Theoder C. Morinez, Vice Frederic

**CERTIFIED COPY** 

#### EXHIBIT "B"

#### PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and

Agreement To Provide Security For Improvement	agrees to install and complete certain designated ract Map. Parcel Map or Plot Plan No 36558
WHEREAS, under the terms of the said agree the performance of the work, to file a good and suffi secure the claims to which reference is made in Sectional California.	ment, the Principal is required before entering upon cient payment bond with the City of Beaumont to on 8000, et seq., of the Civil Code of the State of
NOW, THEREFORE, the Principal and the 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 One Million Two Hummaterials 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 laface amount thereof, costs and reasonable expenses incurred by the City in successfully enforcing this oblig be taxed as costs and to be included in the judgment the	ement and referred to at Section 8000, et seq., of dred Ten Thousand* dollars (\$1,210,334.75), 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 sand fees, including reasonable attorney's fees, reation to be awarded and fixed by the court, and to
It is hereby expressly stipulated and agreed that persons, companies, and corporations entitled to file Code, so as to give a right of action to them or their ass	t this bond shall inure to the benefit of any and all claims under Section 8000, et seq., of the Civil igns in any suit brought upon this bond.
Should the condition of this bond be fully per- void, otherwise it shall be and remain in full force and a	formed, then this obligation shall become null and effect.
The Surety hereby stipulates and agrees that no to the terms of the agreement or the specifications according obligations on this bond, and it does hereby waive no addition.	o change, extension of time, alteration, or addition ompanying the same shall in any manner affect its rtice of any such change, extension, alteration, or
IN WITNESS WHEREOF, this instrument has above named, on July 26th, 2016_	s been duly executed by the Principal and Surety
PRINCIPAL:	SURETY:
KB Home California LLC	The Hanover Insurance Company
Ву	Drewlandey
Title	Title Brenda Wong, Attorney-in-Fact

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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 ofLos Angeles
On <u>JUL 2 6 2016</u> before me, <u>Kari Davis, Notary Public</u> , personally appeared <u>Brenda Wong</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are-subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their-signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
(seal) Signature Kari Davis, Notary Public

### THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

#### POWER OF ATTORNEY

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Tenzer V. Cunningham, Brenda Wong, Kari A. Davis and/or Phuong Truong

of Marsh Risk & Insurance Services, Inc., Los Angeles, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, knowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

#### Any such obligations in the United States~ in any amount

WHEREAS, the Board of Directors of the Company duly adopted a resolution on March 24, 2014 authorizing and empowering certain officers of the Company to appoint attorneys-in-fact of the Company to execute on the Company's behalf certain surety obligations and other writings and obligations related thereto (the 'Original Surety Resolution');

WHEREAS, the Company's Board of Directors wishes to affirm the continued authority of all of the attorneys-in-fact that were issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding; and

WHEREAS, the Company's Board of Directors wishes to restate the Original Resolution and adopt certain related resolutions.

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RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

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IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 3rd day of September 2015.



THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY OF AMERICA

Chert Transport Freedom

THE HANDYER INSURANCE COMPANY MASSACHUSETTE BAY INSURANCE COMPAN

THE COMMONWEALTH OF MASSACHUSETTS ) COUNTY OF WORCESTER ) ss.

On this 3rd day of September 2015 before me came the above named Vice Presidents of The Hanover Insúrance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Magine, Netary Public Mr. Cummassion Expires March 4, 26:22

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

JUL 26 2016

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this \_\_\_\_\_day of \_\_\_\_\_ 20\_\_\_

CERTIFIED COPY

There's re G. Martiese, Vice President

15-2943 15-2948ev. 02/25/2015

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. 36558)

THIS	SECU	RITY	AGR	EEMENT	is	made	by	and	between	<b>CITY</b>	OF	<b>BEAUMONT</b>
("CITY")	and	KB	Home	(0454)	uc	_, a	١,		alitern	i q		BEAUMONT
("DEVELOI	PER").											

#### RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan #36558, ("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.
- 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.

- 7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.
- 8. <u>Indemnification.</u> Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.
- 9. <u>Procedure for Release of Performance Bond Security.</u> The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:
  - a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.
  - b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

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

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

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

CITY OF BEAUMONT
Ву
Mayor
Date
DEVELOPER //
Ву
7/28/10
Date
Title: Project Manager
Address: 36310 Juland Valley Dave Wildomar, C4 92595
Wildomar, CA 92595



STREET IMPROVEMENT PLANS

TRACT NO. 36558

# CENTRAL NOTES

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- IT DIRECT HE RECEPONISMENT OF THE CONTRICTOR ON DEPOSITS TO RETELL AND MARCH ALL DIRECTORS AND CONTRICTORS. RESEASORY CLOSE A DOMENHAD SHIRE HERM THE PROJECT LINES AND ITS EMPORIENCES IT PROVIDE SHE RESEASOR THE THE THIRESTER PRINCE AND HORBITES WITH THE THAY COMPLETION AND ACCOUNTED OF THE PROJECT OF THE PROJECT
- P PRIMITE INNHAME FRACIESS SOUMS ON TRESS FAUNS AIR TON MISSIONICON CALL, AN SIGNAS THOSE PROFESSOT FAME, AN ENERGY ON APPROVAL OF TRESS FRANKE FACULTIES IS BAFLED OR ATCHEOS OF CITY OF HAROIT PAIRLY INSINS DETAITIONS.
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- SEMENTE DELLEGAM (FOR DEL) SALL DE APPLIED NOT LOSS DAM CENTEDDA DAS DELLEGAMES AUGUSTO OF THE SEMENTE DEMOCRATE. TOS DELL'AD PART DEMOCRATI SALL DE SEMEDIA IL ARRICO OLO DIA DIO JUDIO PERÈ DEMOCRATI TANO RESENTATI. ASPALLINO DELLEGAM DAVIL COMPONA DE SETTOM 31, 30 AUG. SI OF THE SULE TRANSMO SECRETATIVA.

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TYPICAL 50' SECTION

# UNDERGROUND STRUCTURES

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# DECLARATION OF ENGINEER OF RECORD

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2. TREVENING FOR UTILITES AND STRUCTURES IS NOT ALLONED UNITE, SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORK DEPARTMENT.

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SDEWLYS AND DENERALS APPROACHES HEL BE POLNED/CONSTRUCTED ONLY AFTER DEVERNY LOCATIONS ARE DETERMINED.

# 12-31-2016

PROJUTINE ENGINEETHING COM-25109 JETTETSON ANDREE SMITE 200 ANDRIETA, CM 92542 (901) 200-6840

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APPLICANT/SUBDMIDER

# #DID SUCJESSES

TOTAL

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City of Beaumont, Public Works Engineering Division Se Color come by 2096

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SHEETS OF SPECIAL



































