

City of Beaumont

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

Case No. (W2021-DUL)
Receipt No. RO1149838
Fee \$ 4, 699.34
Date Paid 3/20/21

BOND EXONERATION APPLICATION

Bon	d Type: Performance Maintenance Final Monume	nt Inspection Other:						
1.	Contact's Name Rick Rush	Phone (951) 529-7795						
2.	Contact's Address 1250 Corona Pointe Court Suite 600	Corona, CA 92879						
_		City/State/Zip						
5.	Contact's E-mail rick.rush@tripointehomes.com							
3.	Developer Name Tri Pointe Homes	Phone (951) 529-7795						
	(If corporation or partnership application must include names of p	rincipal officers or partners)						
4.	Developer Address Same As Above							
		City/St/Zip						
5.	Description of Bonds (including Bond Number, Tract I number, and description of improvements covered):	Map/Application number, Lot						
	Bond #30055682							
	Monument Bond Tract 37428							
	139 Numbered Lots, 7 Lettered Lots (146 Total Lots) \$	4,699.34						
6.	CERTIFICATION OF ACCURACY AND COMPI	ETENESS: I hereby certify that						
	to the best of my knowledge the information in this app	•						
	and exhibits are true, complete, and correct.							
	(196)							
	Rick Rush 1 Well 2 1	03/09/2021						
	Print Name and Sign – Contact/Applicant	Date						
7.	Contractor shall indemnify, defend, and hold harmless employees and volunteers from and against any and all costs (including without limitation costs and fees of litt of or in connection with contractor's performance of w comply with any of its obligations for which this Bond for such loss or damage which was caused by the activity	liability, loss, damage, expense, gation) of every nature arising out ork hereunder or its failure to exoneration is requested, except e negligence of the City.						
	Rick Rush	03/09/2021						
	Print Name and Sign - Contact/Applicant	Date						

- 8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
 - Remove and replace concrete and AC as needed where lifting.
 - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
 - Provide Type II slurry coat for all road surfaces.
 - Restore/Verify pavement striping/markings.
 - Restore/Verify blue dots and signage as needed.
 - Clean and camera sewer. Provide report and video copy of camera survey.
 - Provide all final geotechnical reports.
 - Provide Engineers' certification for line and grade within Right-of-Way.
 - Provide Landscape Architects Certification as required.

Rick Rush	03/09/2021
Print Name and Sign – Contact/Applicant	Date

Basic Gov (Sales Force) #	
File #	
Bond	No. 30055682
Prem	ium: \$346.00

EXHIBIT "A"

PERFORMANO	CE BOND							
WHEREAS, the City Council of the City of Beaumont, State of California, 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 Continental Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Eighty-Six Thousand Five Hundred & No/100- dollars (\$ 86,500.00) 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 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, on November 8 , 2018.								
PRINCIPAL:	SURETY:							
Pardee Homes	The Continental Naturance Company							
By Man	Ву							
Title Jeffrey R. Chambers Vice President Development	Title Janina Monroe, Attorney-In-Fact							

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County of Orange	_ }
On NOV 0 8 2018 before me,	Mariana Bryant, Notary Public (Here Insert name and title of the officer)
name(s) is/arrex subscribed to the within kne/she/thenx executed the same in kne/she/thenx	factory evidence to be the person(S) whose instrument and acknowledged to me that er/khok authorized capacity(NOS), and that by the person(S), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal. Mayana Syland Notary Public Signature (No	MARIANA BRYANT Notary Public - California Orange County Commission # 2213241 My Comm. Expires Sep 9, 2021
ADDITIONAL OPTIONAL INFORMATION OF THE ATTACHED DOCUMENT (Title or description of attached document) (Title or description of attached document continued) Number of Pages Document Date	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a comporate officer, indicate the title (i.e. CEO, CEO, Secretary)

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom Mc Call, Paul Boucher, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of July, 2018.



The Continental Insurance Company

aul T. Bruflat

vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of July, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

I Mohr

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force in testing on the reverse hereof is still in force in testing on the reverse hereof is still in force in testing on the reverse hereof is still in force in the said insurance company this ______ day of ______.



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

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						
On November 13, 2018 before me, Sonal Shah, Notary Public (insert name and title of the officer)						
(insert name and title of the officer)						
personally appeared						
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. SONAL SHAH NOTARY PUBLIC - CALIFORNIA COMMISSION # 2216371 RIVERSIDE COUNTY My Comm. Exp. September 30, 2021						
Signature (Seal)						

Bond No. 30055682 Premium is included in the cost of the Performance Bond

EXHIBIT "B"

PAYMENT BOND

	grees to install and complete certain designated ct Map, Parcel Map or Plot Plan No. Sundance	PA 47 nts Tract Map					
WHEREAS, under the terms of the said agreem the performance of the work, to file a good and suffic secure the claims to which reference is made in Sectio California.	ent, the Principal is required before entering upon ient payment bond with the City of Beaumont to						
NOW, THEREFORE, the Principal and the abound unto the City of Beaumont and all contractors, persons employed in the performance of the said agree the Civil Code in the sum of Eighty-Six Thousand Five 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 oblig be taxed as costs and to be included in the judgment the	ment and referred to at Section 8000, et seq., of the Hundred & No/100 dollars (\$86,500.00), for amounts due under the Unemployment Insurance will pay the same in an amount not exceeding the rought upon this bond, will pay, in addition to the and fees, including reasonable attorney's fees, ation, to be awarded and fixed by the court, and to						
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 Section 8000, et seq., 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 perfuoid, otherwise it shall be and remain in full force and e	ormed, then this obligation shall become null and ffect.						
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.							
IN WITNESS WHEREOF, this instrument has above named, onNovember 8, 20 _18	s been duly executed by the Principal and Surety						
PRINCIPAL:	SURETY:						
Pardee Homes	The Continental Insurance Company						
By Selfline	By By						
Title Jeffrey R. Chambers Vice President Development	Title Janina Monroe, Attorney-In-Fact						

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	. }						
County of Orange	_ }						
On NOV 0 8 2018 before me,	Mariana Bryant, Notary Public (Here insert name and title of the officer)						
personally appeared Janina M							
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 **toe/she/*** theory executed the same in **toe/she/** authorized capacity (****), and that by **toe/*** theory signature (**) on the instrument the person (**), or the entity upon behalf of							
which the person(sx) acted, executed th							
I certify under PENALTY OF PERJURY the foregoing paragraph is true and con	under the laws of the State of California that rect.						
WITNESS my hand and official seal. My Andrew Public Signature (No. 1987)	MARIANA BRYANT Notary Public - California Orange County Commission # 2213241 My Comm. Expires Sep 9, 2021						
ADDITIONAL OPTIONAL INFORMAT	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. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary						
(Title or description of attached document)	 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 						
(Title or description of attached document continued) Number of Pages Document Date	must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).						
	 Print the name(s) of document signer(s) who personally appear at the time of notarization. 						
CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s)	 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)	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.						
☐ Partner(s)	 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) ☐ Other	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.

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom Mc Call, Paul Boucher, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of July, 2018.



The Continental Insurance Company

ul T. Bruflat Vice Pres

State of South Dakota, County of Minnehaha, ss:

On this 27th day of July, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force in the still in the sti



The Continental Insurance Company

nson Assistant Secretary

Form F6850-4/2012

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 Riverside before me, Sonal Shah, Notary Public On November 13, 2018 (insert name and title of the officer) personally appeared __Jeffrey R. Chambers 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. SONAL SHAH NOTARY PUBLIC - CALIFORNIA WITNESS my hand and official seal. COMMISSION # 2216371 RIVERSIDE COUNTY My Comm. Exp. September 30, 2021 Signature Sonal Shah (Seal)

Rev 02/2	5/	20	15

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. 37428)

THIS	SECU	JRITY	AGREEMENT	is	made	by	and	between	CITY	OF	BEAUMONT
("CITY")	and	Parde	ee Homes			3.	<u>Cal</u>	ifornia	-	Accordance of the second	company
("DEVELOF											

RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Pareel-Map/Plot-Plan # 37428, ("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.
- 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. 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. Security for One-Year Warranty Period. 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. <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.

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
On November 13, 2018 before me, Sonal Shah, Notary Public (insert name and title of the officer)
personally appearedJeffrey R. Chambers
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. Sonal SHAH NOTARY PUBLIC - CALIFORNIA COMMISSION # 2216371 RIVERSIDE COUNTY My Comm. Exp. September 30, 2021
Signature Sonal Shah (Seal)

BOND REQUEST FORM

1	CONSULTANT REQUEST DATE:	November 8, 2018
2	PARDEE MANAGER (print):	Michael Heishman
3	MANAGER APPROVAL (initial & date):	11/00
4	PARDEE JOB NO.:	70499018
5	PARDEE JOB DESCRIPTION:	Sundance - Tract 37428 PA47 Monuments
6	ENGINEER OF RECORD (CO. NAME):	Michael Baker International Consultants
7	MUNICIPALITY (OBLIGEE):	City of Beaumont
8	MUNICIPALITY ADDRESS:	550 E. 6th St.
		Beaumont, CA 92223
9	CITY/COUNTY REFERENCE NUMBER:	Sundance- Tract 37428
10	BOND AMOUNT:	\$86,500.00
11	BOND TYPE:	Monumentation
12	PROJECTED EXONERATION:	November 8, 2020
	********* CONSULTANT INCLUSIONS	CHECK ALL THAT APPLY ********
13	BOND ESTIMATE:	X
14	ORIGINAL BOND FORM:	X
15	ASSOCIATED FEES CHECK REQUEST:	X
	******* LEG	END *******
	SUPPLIED BY PARDEE	
TEM TEM TEM TEM TEM	EMS 1 & 6 - 12 SUPPLIED BY CONSULTANT 9: PERMIT OR OTHER MUNICIPALITY REFERENCE NUMBE 11: PERFORMANCE, LABOR & MATERIALS, GRADING SUR 12: DATE PARDEE CAN EXPECT TO RECEIVE EXONERATI 13: BOND ESTIMATE OR TABULATION FORM - APPROVED 14: ORIGINAL MUNICIPALITY APPROVED BOND FORM (if no in the interpretation of t	RETY, WARRANTY, ETC. ON LETTER FROM MUNICIPALITY OBY MUNICIPALITY equired by Municipality)



November 7, 2018

JN 165423

City of Beaumont Public Works Department 550 E 6th Street Beaumont, CA 92223

Subject:

Sundance - Tract 37428

Monumentation Estimate

To whom it may concern:

The estimated cost for material and labor to install the survey monuments as shown on Tract Map 37428 is \$86,500.

Please contact me at 760-346-7481 should any questions arise regarding this cost estimate.

Sincerely,

Christopher Alberts, PLS 8508

Survey Manager Palm Desert Office





February 26, 2021

JN 166048

City of Beaumont 550 East 6th Street Beaumont, CA 92223 Attn: City Surveyor

Subject:

Tract No. 37428, M.B. 466/27-34

PW#2018-0213

Survey Monumentation

To whom it may concern:

The monuments required for the release of surety bonds on the above referenced tract map have been set in accordance with City requirements. Michael Baker International has been paid for our services to place the monuments as shown on the said tract map. Signed and stamped monument tie sheets and a copy of the final map are enclosed for your use.

If you have any questions on this matter, please contact this office at 760-346-7481.

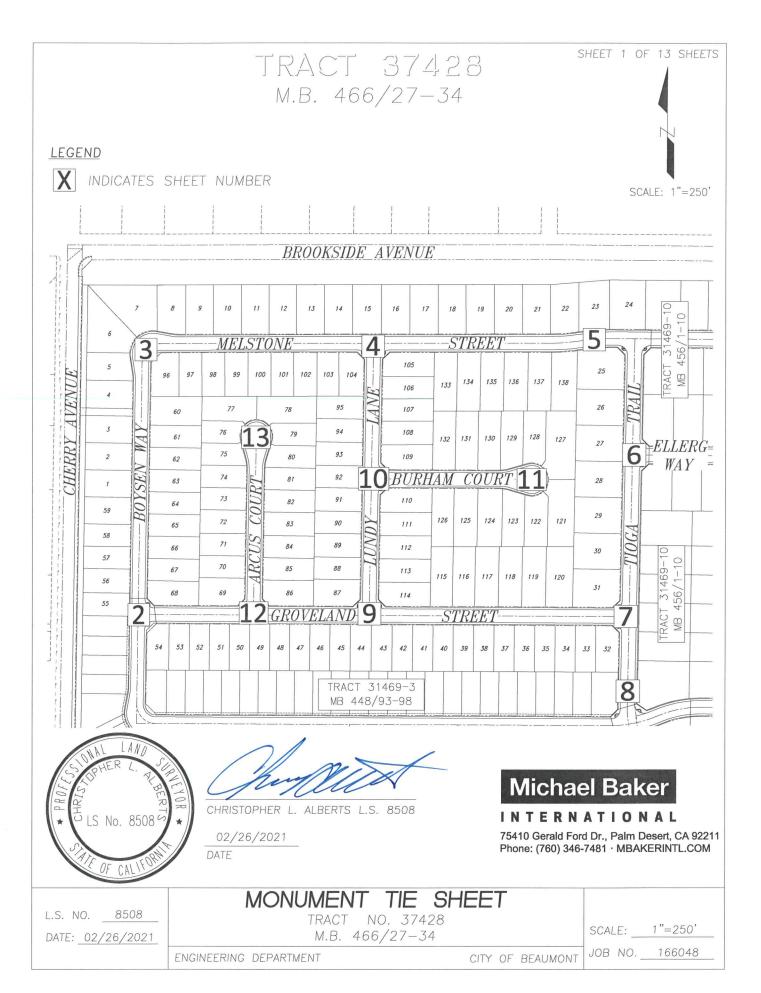
Sincerely.

Christopher L. Alberts

P.L.S. 8508

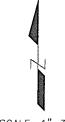
Date

2-26-2021

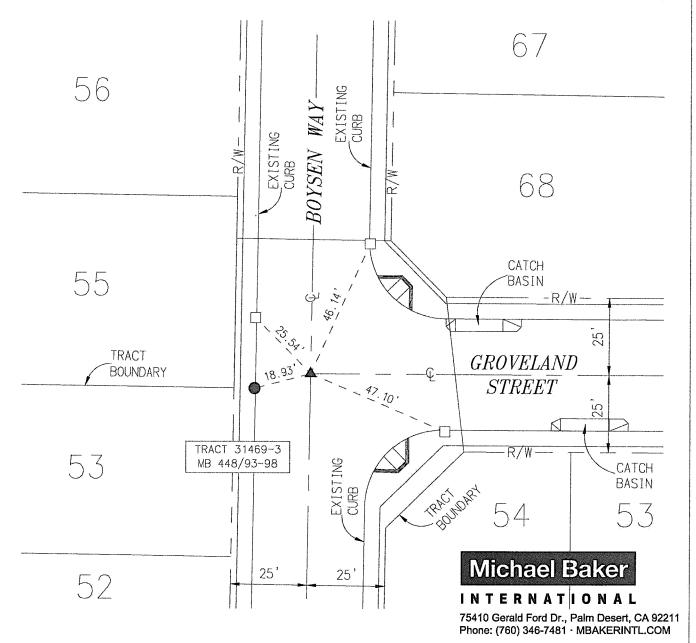


LEGEND

- ▲ INDICATES COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH PER TRACT 37428, M.B. 466/27—34.
- INDICATES LEAD, TACK & TAG STAMPED "LS 8508", FLUSH ON TOP OF CURB PER TRACT 37428, M.B. 466/27-34.
- ☐ INDICATES SET LEAD, TACK & TAG STAMPED "LS 8508 RP", FLUSH ON TOP OF CURB.



SCALE: 1"=30'



L.S. NO. 8508
DATE: 02/26/2021,
ENGINEERING DEPARTMENT

MONUMENT TIE SHEET

TRACT NO. 37428
M.B. 466/27-34

SCALE: 1"=30'

SCALE: 1"=30'

SCALE: 1"=30'

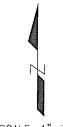
JOB NO. 166048

SHEET 3 OF 13 SHEETS

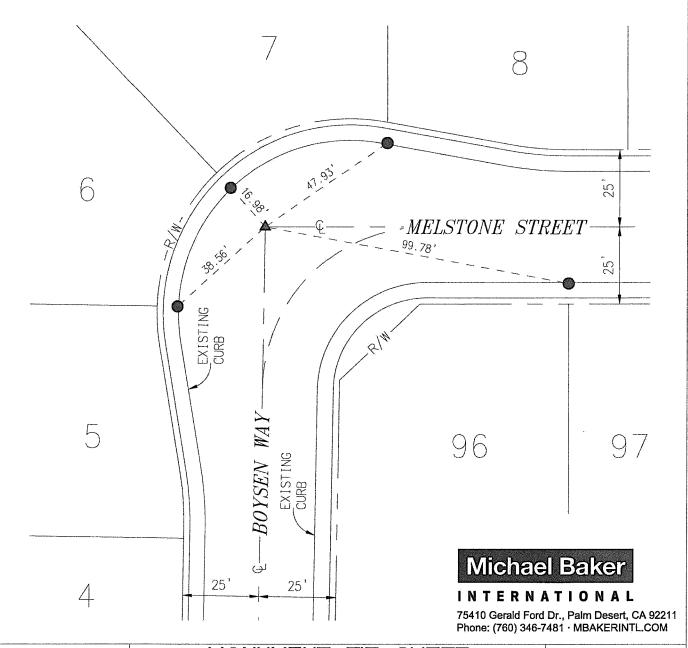
TRACT 37428 M.B. 466/27-34

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SCALE: 1"=30'



L.S. NO. 8508 DATE: 02/26/2021 MONUMENT TIE SHEET

TRACT NO. 37428 M.B. 466/27-34

ENGINEERING DEPARTMENT

CITY OF BEAUMONT

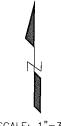
SCALE: 1"=30"

JOB NO. 166048

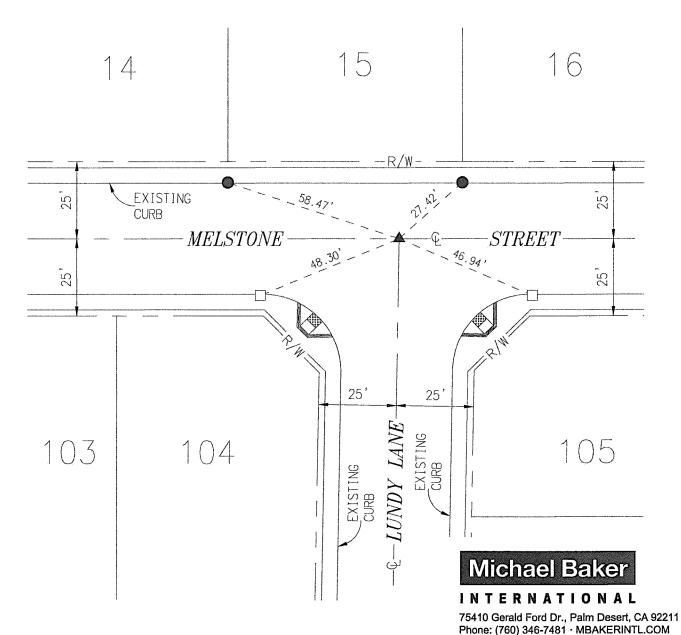
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SCALE: 1"=30'



L.S. NO. 8508
DATE: 02/26/2021

ENGINEERING DEPARTMENT

MONUMENT TIE SHEET

TRACT NO. 37428

M.B. 466/27-34

ENGINEERING DEPARTMENT

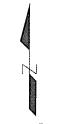
CITY OF BEAUMONT

JOB NO. 166048

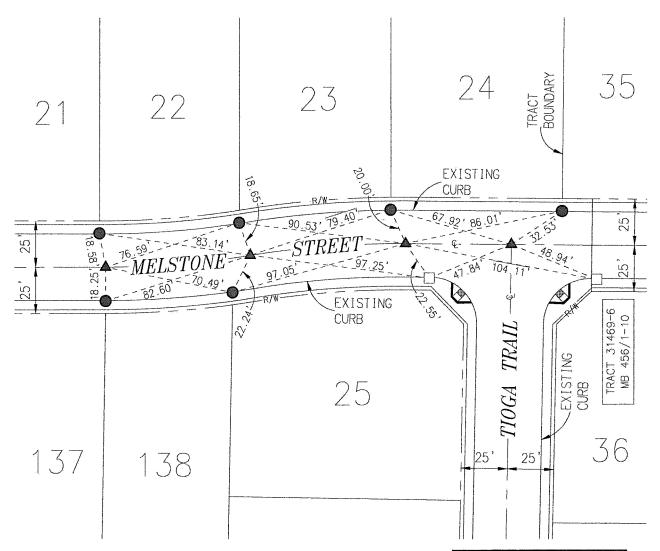
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SCALE: 1"=50'



Michael Baker

INTERNATIONAL

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L.S. NO. 8508
DATE: 02/26/2021

ENGINEERING DEPARTMENT

MONUMENT TIE SHEET

TRACT NO. 37428

M.B. 466/27-34

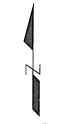
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JOB NO. 166048

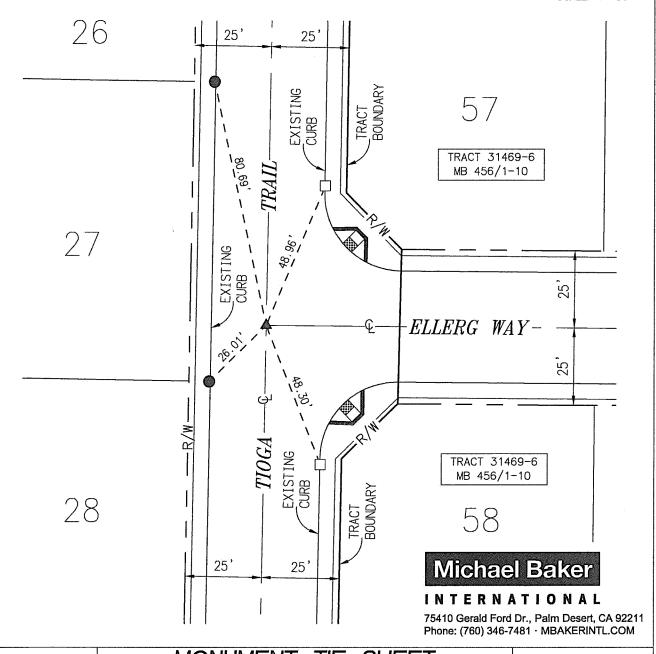
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SCALE: 1"=30'



L.S. NO. 8508
DATE: 02/26/2021

ENGINEERING DEPARTMENT

MONUMENT TIE SHEET

TRACT NO. 37428

M.B. 466/27-34

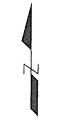
SCALE: 1"=30'

JOB NO. 166048

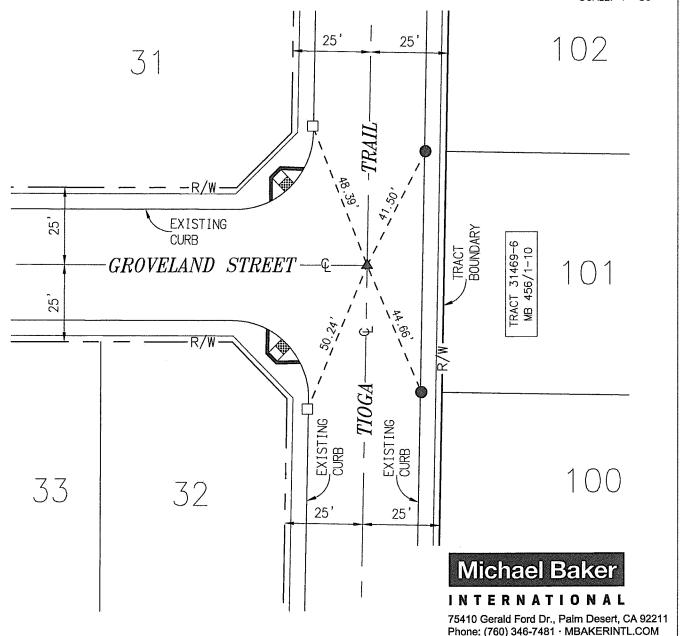
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SCALE: 1"=30'



L.S. NO. 8508

DATE: 02/26/2021

MONUMENT TIE SHEET

TRACT NO. 37428 M.B. 466/27-34

ENGINEERING DEPARTMENT

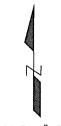
SCALE: 1"=30'

CITY OF BEAUMONT

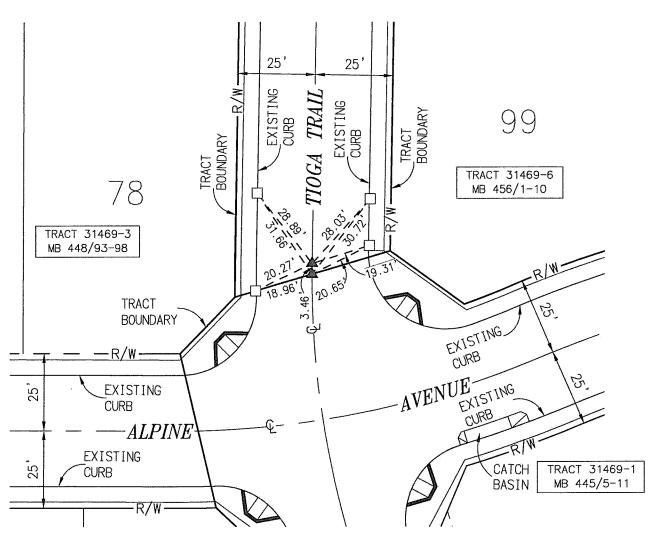
JOB NO. __166048

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- ☐ INDICATES SET LEAD, TACK & TAG STAMPED "LS 8508 RP", FLUSH ON TOP OF CURB.



SCALE: 1"=30'



Michael Baker

INTERNATIONAL

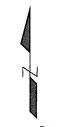
75410 Gerald Ford Dr., Palm Desert, CA 92211 Phone: (760) 346-7481 · MBAKERINTL.COM

L.S. NO. 8508	MONUMENT TIE SHEET	
DATE: 02/26/2021	TRACT NO. 37428 M.B. 466/27-34	SCALE:1"=30'
	ENGINEERING DEPARTMENT CITY OF BEAUMO	ONT JOB NO166048

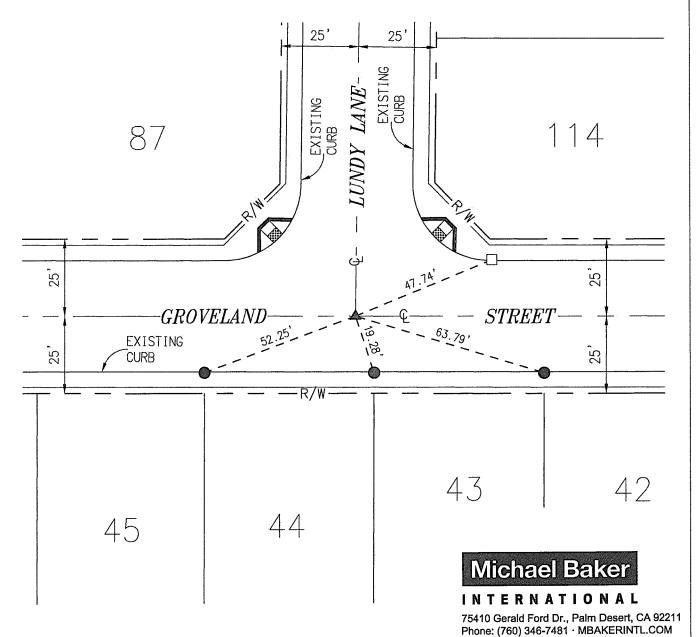
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SCALE: 1"=30'



L.S. NO. 8508
DATE: 02/26/2021

REGINEERING DEPARTMENT

MONUMENT TIE SHEET

TRACT NO. 37428
M.B. 466/27-34

SCALE: 1"=30'

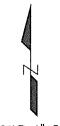
SCALE: 1"=30'

JOB NO. 166048

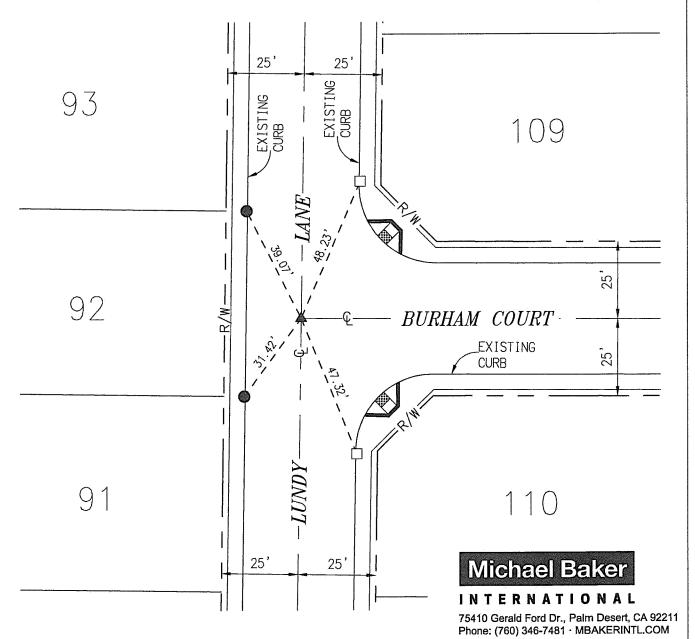
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SCALE: 1"=30'



L.S. NO. 8508
DATE: 02/26/2021

ENGINEERING DEPARTMENT

MONUMENT TIE SHEET

TRACT NO. 37428

M.B. 466/27-34

SCALE: 1"=30'

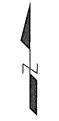
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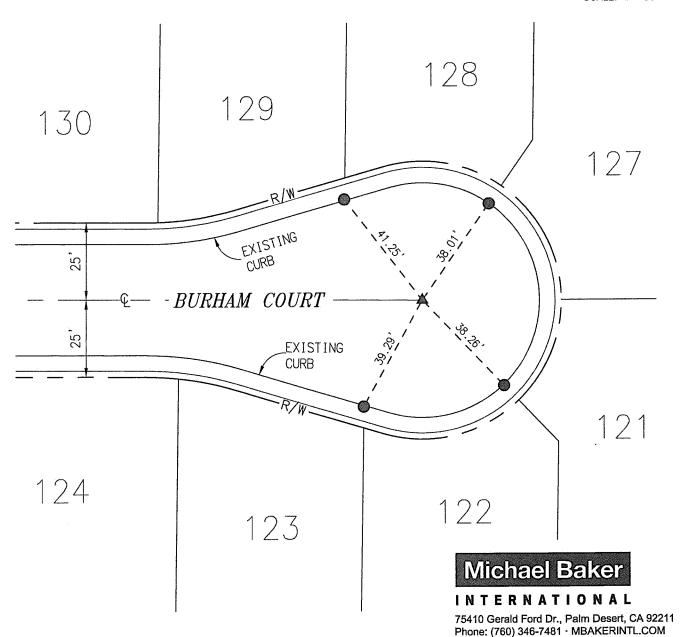
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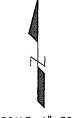
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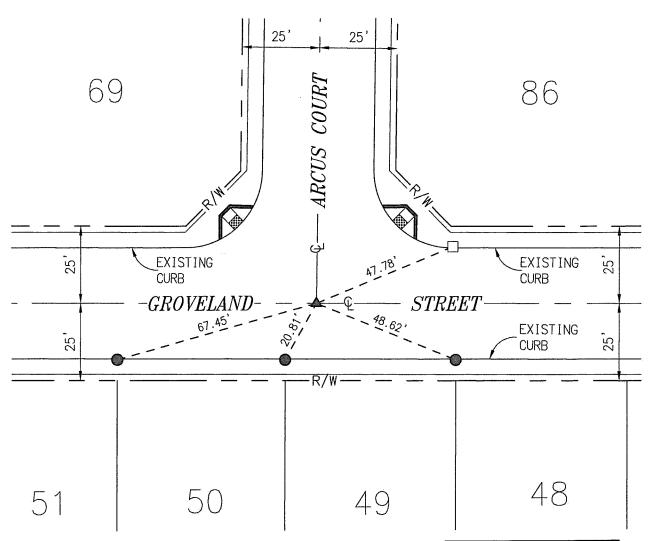
	MONUMENT HE SE		
L.S. NO. <u>8508</u>	TRACT NO. 37428 M.B. 466/27—34		SCALE:1"=30'
DATE: 02/26/2021		CITY OF BEAUMONT	JOB NO. <u>166048</u>

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SCALE: 1"=30"



Michael Baker

INTERNATIONAL

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L.S. NO. 8508
DATE: 02/26/2021

ENGINEERING DEPARTMENT

MONUMENT TIE SHEET

TRACT NO. 37428

M.B. 466/27-34

SCALE: 1"=30'

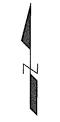
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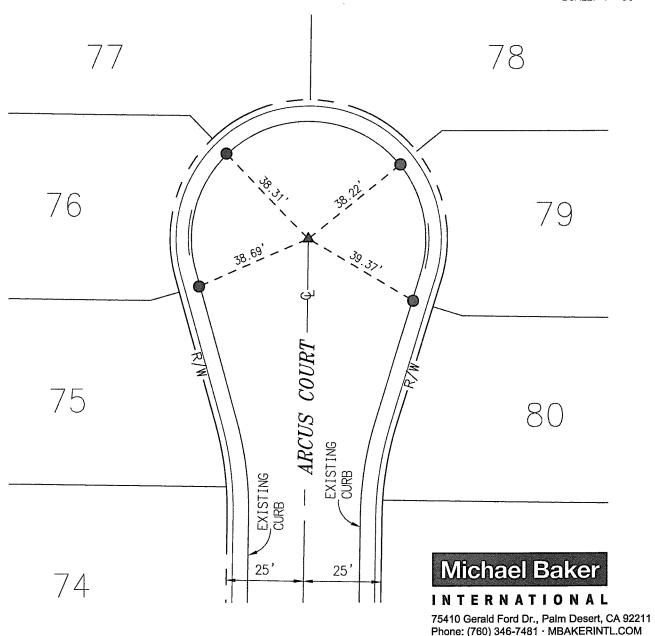
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L.S. NO. 8508
DATE: 02/26/2021

ENGINEERING DEPARTMENT

MONUMENT TIE SHEET

TRACT NO. 37428

M.B. 466/27-34

SCALE: 1"=30'

JOB NO. 166048

1.39 NUMBERED LOTS 7 LETTERED LOTS 35.52 ACRES GROSS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

BEING A SUBDIVISION OF LOTS 1 THROUGH 97, INCLUSIVE, AND 100; AND LOTS "C" THROUGH "I", INCLUSIVE; OF TRACT MAP NO. 31469-5 AS FILED IN BOOK 454, PAGES 78 THROUGH 88, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker INTERNATIONAL

<u>OWNER'S STATEMENT</u>

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED FOR PUBLIC PURPOSES: WE HEREBY DEDICATE TO THE CITY OF BEAUMONT IN FEE FOR PUBLIC STREET, PUBLIC UTILITIES AND DRAINAGE PURPOSES, LOT "A" (BOYSEN WAY), LOT "B" (MELSTONE STREET), LOT "C" (TIOGA TRAIL), LOT "D" (GROVELAND STREET), LOT "E" (ARCUS COURT), LOT "F" (LUNDY LANE), AND LOT "G" (BURHAM COURT) AS SHOWN ON THIS

WE HEREBY RETAIN FOR OPEN SPACE, LANDSCAPE AND TRAIL PURPOSES AND THE MAINTENANCE THEREOF, LOT 139 FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

PUBL TC

THE PIECEST DEDICATE TO BEADMONT CHERRY VALLEY WATER DISTRICT, AN EASEMENT OVER LOT 139 FOR THE CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES, AS SHOWN ON THIS TRACT MAP.
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE EASEMENTS DESIGNATED AS "5' PUE" OVER LOTS 1 THROUGH 139, INCLUSIVE. THE DEDICATION IS FOR FUTILITY PURPOSES.
PARDEE HONES, A CALIFORNIA CORPORATION
J. C. T.
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.
STATE OF CALIFORNIA) COUNTY OF RIVERSIDE) SS. ONSEPTEMBER 12, 2018BEFORE ME, SONAL SHAH , A NOTARY PUBLIC
PERSONALLY APPEARED TEFE CHAMBERS & MICHAEL C. TAYLOR 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 PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY , UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOIN PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND

SonalShah SONAL SHAH

MY COMMISSION EXPIRES 09/30/2021

MY PRINCIPAL PLACE OF BUSINESS IS RIVERSIDE COUNTY.

PURSUANT TO SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

5' PUBLIC UTILITY EASEMENTS IN FAVOR OF THE CITY OF BEAUMONT AS SHOWN AND DEDICATED ON TRACT NO. 31469-5, PER MAP FILED IN BOOK 454 PAGES 78 THROUGH 88, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AND NOT SHOWN HEREON.

3' PUBLIC UTILITY EASEMENTS IN FAVOR OF VERIZON CALIFORNIA INC., A CORPORATION, RECORDED DECEMBER 7 2017 AS INSTRUMENT NOS. 2017-0513194 AND 2017-0513195, BOTH O.R.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$25, 900.00

DATED: February 7, 2019

JON CHRISTENSEN, COUNTY TAX COLLECTOR BY: Ches. a la Thank DEPLITY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$25,900. DHAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: Tebruary 7, 2019 CASH OR SURETY TAX BOND JON CHRISTENSEN COUNTY TAX COLLECTOR

NOTARY ACKNOWLEDGEMENT

WITNESS MY HAND

A NOTARY PUBLIC OR OTHE THIS CERTIFICATE VERIF OF THE INDIVIDUAL WHO S WHICH THIS CERTIFICATE THE TRUTHFULNESS, ACCUR THAT DOCUMENT.	IES ONLY THE IDENTITY SIGNED THE DOCUMENT TO IS ATTACHED, AND NOT
STATE OF)
COUNTY OF) 55

BFFORF MF. (INSERT NAME) PERSONALLY APPEARED

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

A NOTARY PUBLIC

I CERTIFY UNDER **PENALTY OF PERJURY**, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE

SIGNATURE	
PRINT NAME	
MY COMMISSION EXPIRES	
NY PRINCIPAL PLACE OF BUSINESS IS	COUNTY

BEAUMONT CHERRY VALLEY WATER DISTRICT CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY THAT THE INTEREST IN THE WATER FACILITIES EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM PARDEE HOMES, A CALIFORNIA CORPORATION TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS RECORDADIA

DATED: Out SI

SHEET 1 OF 8 SHEETS

RECORDER'S STATEMENT

FILED THIS \\\
\overline{1}{3}\text{Day of \{\overline{\overline{1}}{2}\text{Day of \{\overline{1}}{3}\text{Day of \{\overline{1}}{3}\text{Day of \{\overline{1}}{3}\text{Day of \{\overline{1}}{3}\text{AT \\\
IND. \overline{1}{3}\text{Day of \{\overline{1}}{3}\text{Day of \{\overline{1}{3}\text{Day of \{\overline{1}}{3}\text{Day of \{\overline{1}}{3}\text{Day of \{\overline{1}{3}\text{Day of \{\overline{1}}{3}\text{Day of \{\overline{1}{3}\text{Day of \{\overline{1}}{3}\text{Day of \{\overline{1}{3}\text{Day of \{\overline{1}\text{Day of \{\ov FEE \$ 23.00

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: OCHIC DOMINE , DEPUT SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUIREMENTS OF PARDEE HOMES, A CALIFORNIA CORPORATION, IN APRIL OF 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET WITHIN ONE YEAR FROM ACCEPTANCE OF IMPROVEMENTS BY CITY COUNCIL AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

CHRISTOPHER LEE ALBERTS,

CITY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HERERY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 37428 AS FILED, AMENDED, AND APPROVED BY THE CITY COUNCIL ON January 2,2019, THE EXPIRATION DATE BEING _____, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT

DEC. 5 Kobert Ollaton ROBERT OLLERTON, CITY SURVEYOR L.S. 7731

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES TRACT NO. 37428.

THE DEDICATION OF LOT "A" (BOYSEN WAY), LOT "B" (MELSTONE STREET), LOT "C" (TIOGA TRAIL), LOT "D" (GROVELAND STREET), LOT "E" (ARCUS COURT), LOT "F" (LUNDY LANE), AND LOT "G" (BURHAM COURT) IN FEE FOR PUBLIC STREET, PUBLIC UTILITIES AND DRAINAGE PURPOSES, IS ACCEPTED. THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES, BUT THAT SAID ROADS SUBJECT TO IMPROVEMENTS SHALL NOT BECOME PART OF THE CITY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY THE CITY PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE.

THE EASEMENTS FOR PUBLIC UTILITY PURPOSES SHOWN AS "5' PUE" OVER LOTS 1 THROUGH 139, INCLUSIVE, ARE ACCEPTED, SUBJECT TO IMPROVEMENTS.

CITY CLERK, CITY OF BEAUMONT RIVERSIDE COUNTY, CALIFORNIA

SIGNATURE OMISSIONS NOTE

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

- 1) SOUTHERN CALIFORNIA INVESTMENT COMPANY, HOLDER OF AN EASEMENT FOR WATER PIPES AND OTHER CONDUITS, RECORDED SEPTEMBER 4, 1893 IN BOOK 4, PAGE 335 OF DEEDS. (CANNOT BE LOCATED FROM THE RECORD
- 2) RIVERSIDE ABSTRACT COMPANY, HOLDER OF AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED APRIL 1, 1913, IN BOOK 371, PAGE 177, OF DEEDS (CANNOT BE LOCATED FROM THE RECORD).
- 3) VERIZON CALIFORNIA INC., A CORPORATION, HOLDER OF 3' PUBLIC UTILITY EASEMENTS RECORDED DECEMBER 7 2017 AS INSTRUMENT NOS. 2017-0513194 AND 2017-0513195, BOTH O.R.

49395 NA 466/ SHEET 2 OF 8 SHEETS 28

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

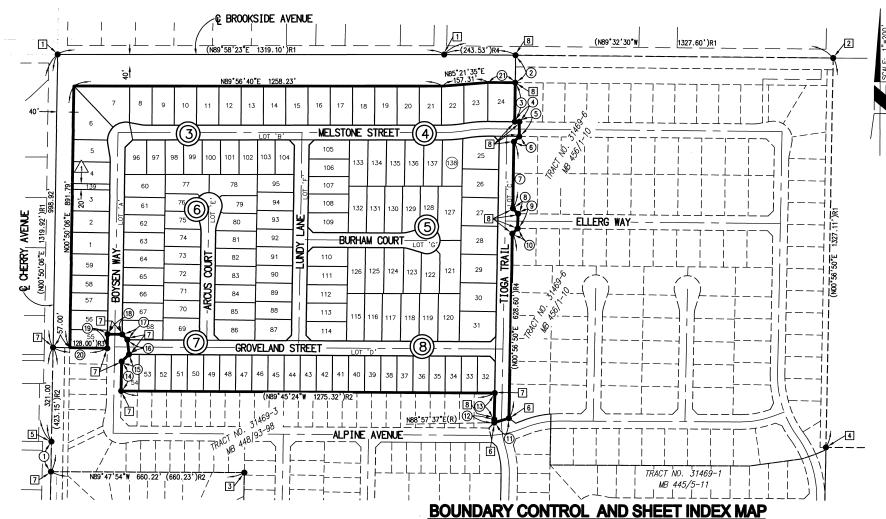


TRACT NO. 37428

BEING A SUBDIVISION OF LOTS 1 THROUGH 97, INCLUSIVE, AND 100; AND LOTS "C" THROUGH "I", INCLUSIVE; OF TRACT MAP NO. 31469-5 AS FILED IN BOOK 454, PAGES 78 THROUGH 88, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker

INTERNATIONAL



EASEMENT NOTES:

1 INDICATES AN EASEMENT TO BEAUMONT CHERRY VALLEY WATER DISTRICT FOR DOMESTIC WATER PURPOSES AND THE MAINTENANCE THEREOF, AS SHOWN AND DEDICATED ON TRACT MAP NO. 31469-5, MB 454/78-88 AND RE-DEDICATED HEREON

1 INDICATES AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES PER TRACT NO. 31469-5, MB 454/78-88 AND RE-DEDICATED HEREON.

3 INDICATES 5' EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES AND THE MAINTENANCE THEREOF, DEDICATED HEREON.

 AN EASEMENT IN FAVOR OF VERIZON CALIFORNIA INC., A CORPORATION, RECORDED DECEMBER 7, 2017 AS INSTRUMENT NO. 2017-0513194, O.R., ABANDONED AND NOT SHOWN HEREON.

 AN EASEMENT IN FAVOR OF VERIZON CALIFORNIA INC., A CORPORATION, RECORDED DECEMBER 7, 2017 AS INSTRUMENT NO. 2017-0513195. O.R., ABANDONED AND NOT SHOWN HEREON.

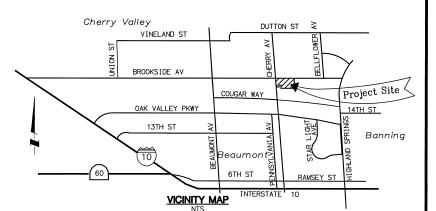
 5' PUBLIC UTILITY EASEMENTS IN FAVOR OF THE CITY OF BEAUMONT AS SHOWN AND DEDICATED ON TRACT MAP NO. 31469-5. MB 454/78-88. ABANDONED AND NOT SHOWN HEREON.

 SOUTHERN CALIFORNIA INVESTMENT COMPANY, HOLDER OF AN EASEMENT FOR WATER PIPES AND OTHER CONDUITS, RECORDED SEPTEMBER 4, 1893 IN BOOK 4, PAGE 335 OF DEEDS (CANNOT BE LOCATED FROM THE RECORD).

8. RIVERSIDE ABSTRACT COMPANY, HOLDER OF AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED APRIL 1, 1913, IN BOOK 371, PAGE 177, OF DEEDS (CANNOT BE LOCATED FROM THE RECORD).



	LINE/CURVE	DATA TABLE				LINE/CURVE	DATA TABLE	l
(N)	BEARING/DELTA	RADIUS	LENGTH	1	(0)	BEARING/DELTA	RADIUS	LENGTH
1	(N00°50'06"E		102.15) R4	12	(01*59'13"	325.00'	11.27') R2
2	(N00*29'10"E		93.45')	R4	13	(N00°56'50"E		89.33') R2
3	(N00°29'10"E		133.00')) R4	14	(N00°50'06"E		100.26')R2
4	(N89°30'50"W		15.67')	R4	15	(N45*32'21"E		35.17') R2
5	(N00°29'10"E		50.00')	R4	16	(NO6°38'41"W		50.36') R2
6	(N45*43'00*E		25.35')	R4	17	(N44*27'39"W		25.59') R2
7	(N00°56'50"E		228.01)R4	18	(N89°09'54"W		50.00') R2
8	(N44*17'00"W		25.56')	R4	19	(N00°50'06"E		48.41') R2
9	(NO1*16'45"E	-	50.00')	R4	20	(N89°09'54"W		185.00')R2
10	(N45°43'00"E		25.35')	R4	21	N89*30'50"W		91.37'
11	(N73*23'50"E		52.24')	R3				



BASIS OF BEARINGS NOTE:

THE BEARING OF NO0 $^{\circ}$ 50'06"E ALONG THE CENTERLINE OF CHERRY AVENUE AS SHOWN ON TRACT MAP NO. 35575, M.B. 427/71-76; RECORDS OF RIVERSIDE COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

SURVEYOR'S NOTES:

- ()R1 DENOTES RECORD DATA PER TRACT NO. 35575, FILED IN MAP BOOK 427, PAGES 71 THROUGH 76, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- ()R2 DENOTES RECORD DATA PER TRACT NO. 31469-3, FILED IN MAP BOOK 448, PAGES 93
 THROUGH 98, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED,
 UNLESS OTHERWISE NOTED.
- ()R3 DENOTES RECORD DATA PER TRACT NO. 31469-1, FILED IN MAP BOOK 445, PAGES 5
 THROUGH 11, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED,
 UNLESS OTHERWISE NOTED.
- 4. ()R4 DENOTES RECORD DATA PER TRACT NO. 31469-5, FILED IN MAP BOOK 454, PAGES 78 THROUGH 88, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY THE CITY COUNCIL.
- 6. SET 1" IRON PIPE TAGGED "L.S. 8508", FLUSH; OR LEAD, TACK AND TAG "L.S. 8508", FLUSH, IN CONCRETE AT ALL REAR LOT CORNERS, REAR AND SIDE LOT ANGLE POINTS AND ENDS OF CURVE. IN LIEU OF FRONT CORNERS, SET LEAD, TACK AND TAG "L.S. 8508", AT P.L. PROD ON TOP OF CURB AT SIDE LOT LINES PRODUCED.
- O SET 1" IRON PIPE TAGGED "L.S. 8508", FLUSH; OR LEAD, TACK AND TAG "L.S. 8508", FLUSH, IN CONCRETE.
- 8. △ SET COPPERWELD MONUMENT STAMPED "L.S. 8508"
- 9. DENOTES FOUND MONUMENT AS NOTED AND REFERENCED HEREON:
- $\fbox{1}$ FOUND 1-1/2" BRASS CAP STAMPED "LS 4547, FLUSH, PER TRACT NO. 35575, MB 427/71-76.
- $\fbox{2}$ FOUND PK NAIL, FLUSH, PER TRACT NO. 35575, MB 427/71-76, FITS TIES IN CSFB 498-77.
- $\fbox{3}$ FOUND 1" IRON PIPE & TAG STAMPED "LS 7930, FLUSH, PER TRACT NO. 35575, MB 427/71-76.
- $\boxed{4}$ FOUND 3/4" IRON PIPE W/ TAG "LS 3442", DN. 0.7', PER TRACT NO. 35575, MB 427/71-76.
- $\fbox{5}$ FOUND 1" IRON PIPE W/TAG "RCE 11436", DN. 0.3', PER TRACT NO. 35575, MB 427/71-76.
- 6 FOUND 1" IRON PIPE W/TAG "8508" PER TRACT NO. 31469-1, M.B. 445/5-11.
- 7 FOUND 1" IRON PIPE W/TAG "8508" PER TRACT NO. 31469-3, M.B. 448/93-98.
- 8 FOUND 1" IRON PIPE W/TAG "8508" PER TRACT NO. 31469-5, M.B. 454/78-88.

2019-0049395 DRIGINA

SHEET 3 OF 8 SHEETS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

40 20

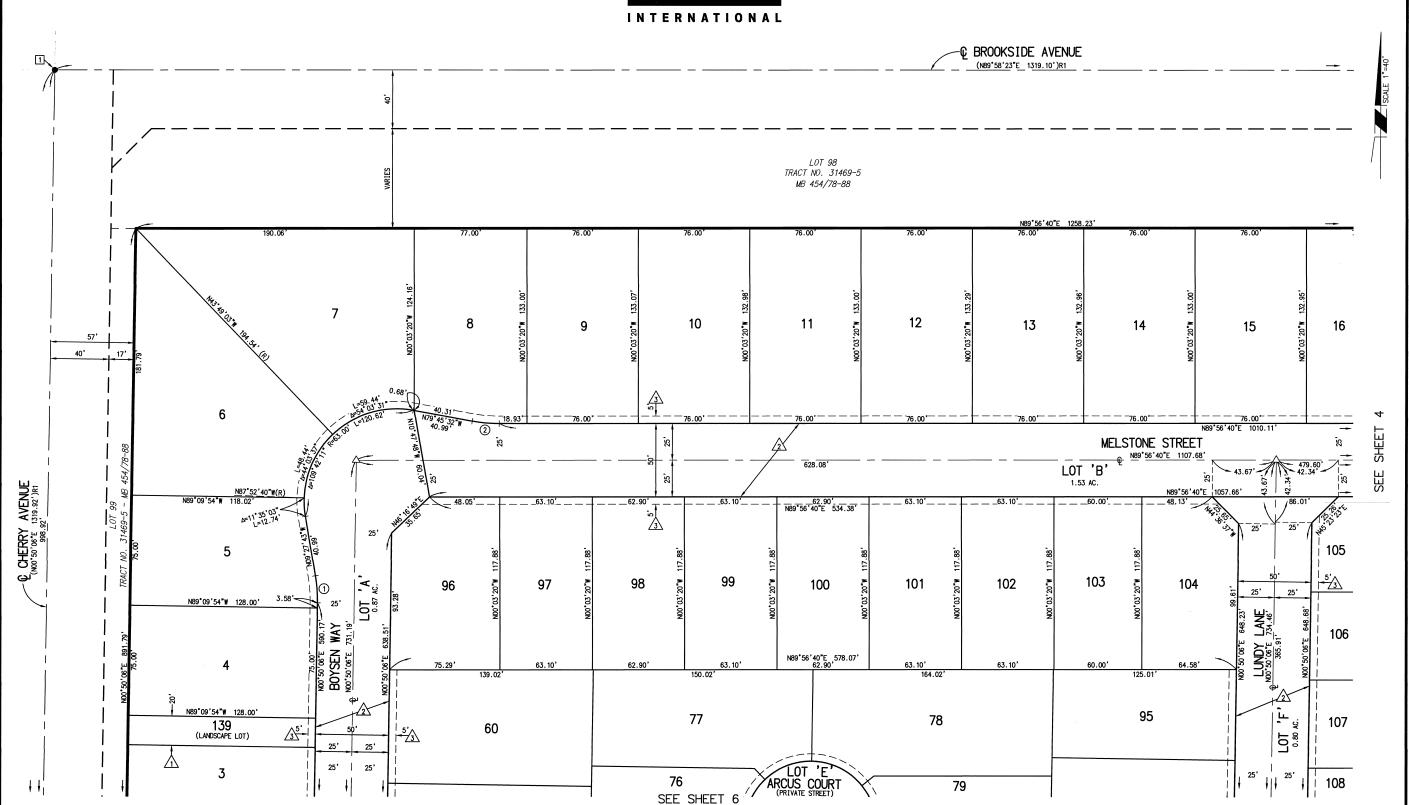
SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEYOR NOTES, MONUMENT NOTES, EASEMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS.

BEING A SUBDIVISION OF LOTS 1 THROUGH 97, INCLUSIVE, AND 100; AND LOTS "C" THROUGH "I", INCLUSIVE; OF TRACT MAP NO. 31469-5 AS FILED IN BOOK 454, PAGES 78 THROUGH 88, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE

LINE/CURVE DATA TABLE (NO) BEARING/DELTA RADIUS LENGTH 1 10*17'49" 103.00' 18.51' 2 10*17'48" 103.00' 18.51'

COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker



IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. 40 20 SCALE: 1"=40' BEING A SUBDIVISION OF LOTS 1 THROUGH 97, INCLUSIVE, AND 100; AND LOTS "C" THROUGH "I", INCLUSIVE; OF TRACT MAP NO. 31469-5 AS FILED IN BOOK 454, PAGES 78 THROUGH 8, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M. SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEYOR NOTES, MONUMENT NOTES, EASEMENT NOTES, VICINITY MAP AND BASIS OF BEARINGS. Michael Baker INTERNATIONAL € BROOKSIDE AVENUE (N89°32'30"W 1327.60')R1 (243.53')R4 (N89°58'23"E 1319.10')R1 LOT 98 TRACT NO. 31469-5 MB 454/78-88 N85°21'35"E 157.31' N89°56'40"E 1275.24 ∑_{3.17}, 23 17 22 15 16 18 19 20 21 N89°56'40"E 1010.11 Δ=09*04*53* R=500.00' L=79.25' Δ=09*37*23* R=500.00' L=83.98' N89*30'50" (43.35) MELSTONE STREET N89*56'40"E 1107.68'_ LOT B 1.53 AC. Δ=09*04'53" R=525.00' L=83.21

Δ=07'33'46" _L=69.30' N89*56'40"E 1057.66' _62.91'___ 437.27' ζ<u>γ</u> 105 남 104 LO3.8 N89*56'40"E 138.02' 138 133 134 135 137 136 106 N89°03'10"W 125.00' LUNDY | N89*56'40"E 138.02' 5'3 N89*56'27"E 385.68' 64.42' 107 25' 25' 63.11 62.91' 63.42' 132 131 130 128 129 127 N89°03'10"W 125.00' 108 25' | 25' SEE SHEET 5

2019-0049395 ORIGINAI

466

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

40 20 0 40 80 120 SCALE: 1"=40'

SEE SHEET 2 FOR BOUNDARY CONTROL, SHEET INDEX MAP, SURVEYOR NOTES, MONUMENT NOTES, EASEMENT

NOTES, VICINITY MAP AND BASIS OF BEARINGS.

TRACT NO. 37428

BEING A SUBDIVISION OF LOTS 1 THROUGH 97, INCLUSIVE, AND 100; AND LOTS "C" THROUGH "I", INCLUSIVE; OF TRACT MAP NO. 31469-5 AS FILED IN BOOK 454, PAGES 78 THROUGH 88, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

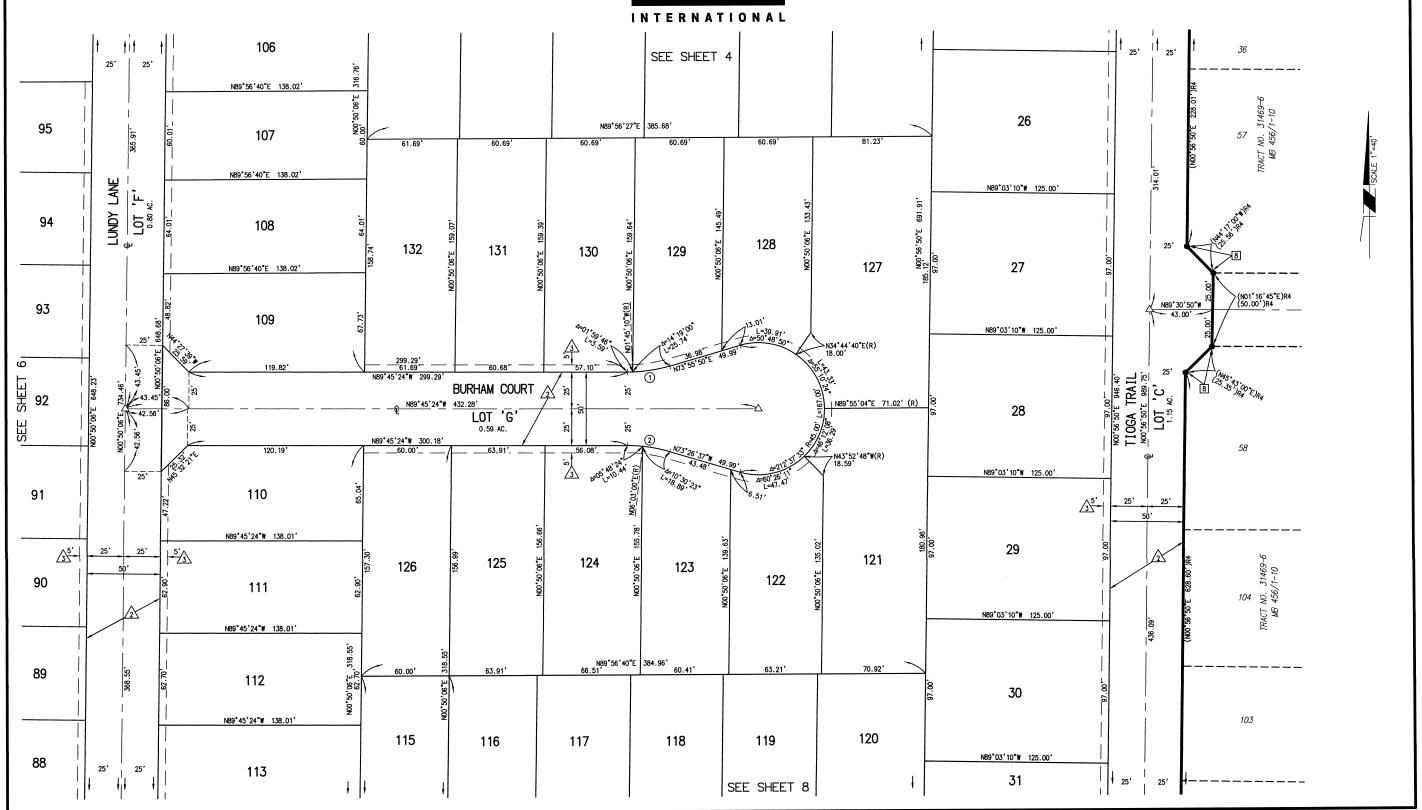
LINE/CURVE DATA TABLE

(NO) BEARING/DELTA RADIUS LENGTH

1 16*18'46" 103.00' 29.33'
2 16*19'47" 103.00' 29.33'

SHEET 5 OF 8 SHEETS

Michael Baker



2019-0049395 DRIGINAI

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

LINE/CURVE DATA TABLE									
(N0)	BEARING/DELTA	RADIUS	LENGTH						
1	16*18'46"	103.00'	29.33						
2	16* 18'46"	103.00'	29 33'						

NOTE:	OR BOUNDARY CONTROL, SHEET INDEX	SCALE		BEING A SUBDIVISION OF L TRACT MAP NO. 31469-5 AS F COUNTY RECORDER OF RIVER:	TILED IN BOOK 454	4, PAGES 78 THROUGH	188, INCLUSIVE	, OF MAPS, IN THE OFF	FICE OF THE			2 16°	*18'46" 103.0	<u>0' 29.33' </u>
MAP, SURVEYOR	NOTES, MONUMENT NOTES, EASEMENT TY MAP AND BASIS OF BEARINGS.					ichael Ba								
					INT	TERNATI	DNAL	SEE SHEET	3					
l į ·	1	4	25' 25'	96 97	7	98	99	100 N89*56'40*E 578.07	101	102	103	104	25' 25'	106
		· 3		139.02		15	0.02'	62.32' (R)	164.02'		125.01'	3		
		139 (LANDSCAPE LOT)	20.00	60	79.40'	7	7 18.	0,20,06"E	78	72.50		61.9	365.91	107
		N89*09'54"W 128.00'		N89*09'54"W 139.00'		N89°09'54"W 111.	01' N43°55'51"W	25.09 48" \\ \(\frac{1}{2} \lambda = 50' \) \(\frac{1}{2} \) \(N89*56'40"E	121.34'	N89*09'54*W 12	5.00	LANE	
	73.77	3	73.70	61	,00,	76	2.5 L=48.41. 12-61.37.58	A	10.50 10.50	61.69'	94	63.10	LUNDY LOT O.80 A	108
	40' 17'	N89*09'54"W 128.00'		N89*09'54"W 139.00'		N89*09'54"W 98.81'	74°31′20″E	<u>'</u>	9.24' N89*09'54*1	V 113.81'	N89*09'54*W 125	.00'		
	73.00,	2	73.00 —	62	.00,	75	\$17.70 \$20.30 \$2		10.00 	60.00	93	63.10′ -	 	 109
 		N89*09'54"W 128.00'	LOT 0.87	N89*09'54"W 139.00'	99	N89*09'54"W 12	90.,	① ② ② ② ② ② ③ ③ ③ ③ ③ ③ ⑤ ⑤ ⑥ ⑥ ⑥ ⑥ ⑥ ⑥ ⑥ ⑥ ⑥ ⑥ ⑥ ⑥	N89*09'54*W 138	1.87'	N89°09'54"W 125	.00'	25'_	
6 CHERRY AVENUE (100.250.06) E. 1319.327,181	998 .92 . 		5'E 590.17' EN WAY 'E 731.19' E 638.51'	63	.00° 60.00°	74	FO4. 598.91	51.04'	(3) 41. 81	60.00° 60.00°	92	00.03	NOO 50 '06' E 648.23 NOO 50' 06" E 734.46' - 42.56' - 43.68' - 43	BURHAM COURT
C CHER	NO0*50	1	BOYSE''E	N89*09'54"W 139.00'		N89*09'54*W 12	5.00'		N89°09'54"W 139		N89°09'54"W 125	00'	N00 50 06 42.56 1	2
	- - - - - - - - - - - - - - - - - - -	N89*09'54"W 128.00'	(8)	64	%E 564.15' 00' 60.00'	73		ARCUS COURT LOT 'E' 0.64 AC.	82	'06"E 565.79 60.00 63.30'	91	-63.30	25'	110 SHEET
	99 854 73.00°	59	73.00	N89*09'54"W 139.00'	09,00,00N	N89*09'54*W 12	5.00'	AR(N89*09'54"W 139.	W00*50	N89°09'54"W 125.		95'	SEE
	0. 31469-	N89*09'54"W 128.00'	35' 25' 25' 8	<u>5'</u> ∕₃∕ 65	63.50'	72	.05	E 482.61'	83	3.50′	90	35-	25' 25'	- - 5' <u>/3</u> 111
	TRACT N	58	2 2	N89*09'54*W 139.00'	60.	N89°09'54"W 125	.00'	06"E 350.51" N00"50'06"E 06"E 349.62"	N89°09'54"W 139.	00'	N89*09'54*W 125.	00,	2	
		N89°09'54"W 128.00'			00,	71	 - -	N00*50'\ N00*50'\	_{5'} . 84	.00.' 63.70'	89	3.70 -	368.55'	
) 	57	.00	66 	60.0	N89°09'54"W 125	35-	25' 25'	5'3 N89'09'54"W 139.	09	N89*09'54"W 125.)0'.	388	112
		N89*09'54"W 128.00'	09			70	İ				88			
		56	25' 25'	67	+	SEE SHE	ET 7	25' 25'	85			+	25' 25'	113

2019-0049395 46 DRIGINAL

SHEET 7 OF 8 SHEETS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TRACT NO. 37428

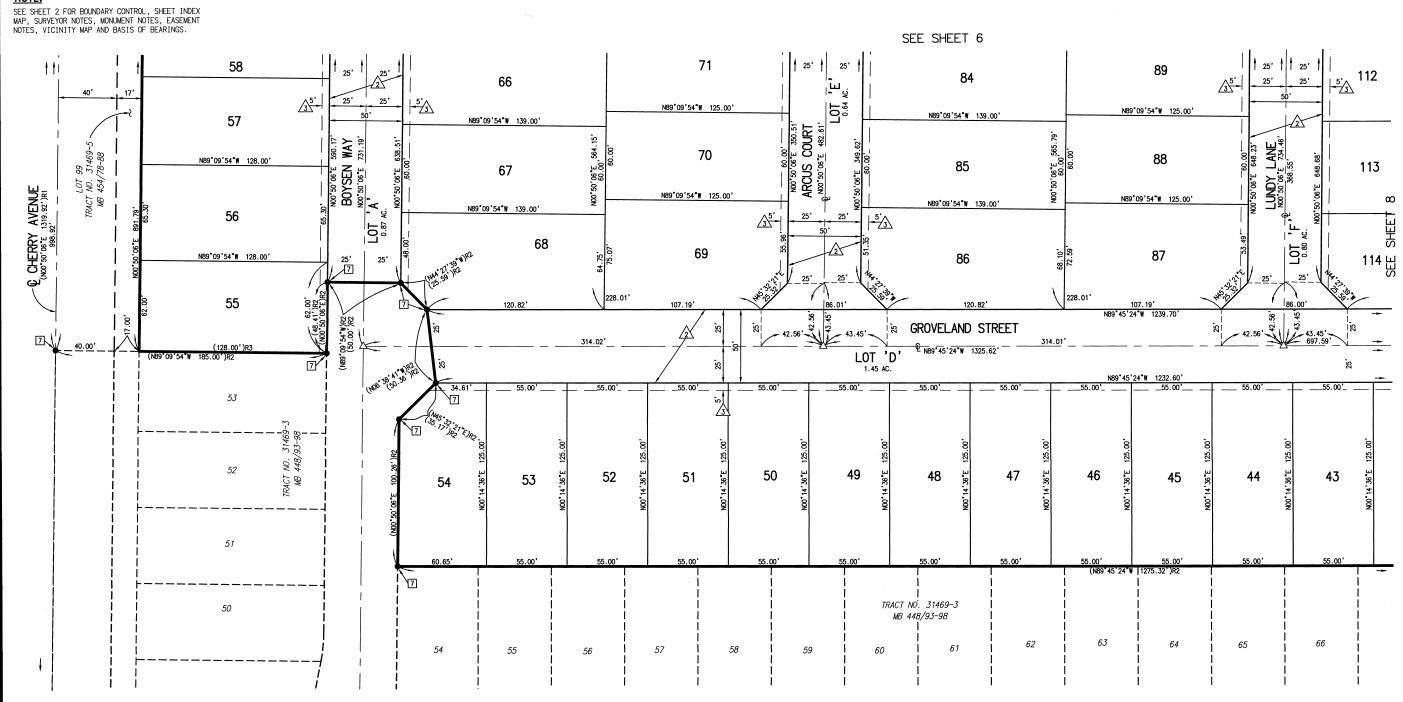
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Michael Baker

<u>NOTE</u>

40 20

SCALE: 1"=40'



2019-0049395 466 DRIGINAI

SHEET 8 OF 8 SHEETS

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SCALE: 1"=40'

BEING A SUBDIVISION OF LOTS 1 THROUGH 97, INCLUSIVE, AND 100; AND LOTS "C" THROUGH "I", INCLUSIVE; OF TRACT MAP NO. 31469-5 AS FILED IN BOOK 454, PAGES 78 THROUGH 88, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 35, T. 2 S., R. 1 W., S.B.M.

LINE/CURVE DATA TABLE									
(9)	BEARING/DELTA	RADIUS	LENGTH						
1	01°59'13"	325.00'	11.27'						
2	00°39'10"	300.00'	3 42'						

Michael Baker

