



City of Beaumont

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

Case No. PL2020-0561
Receipt No. RD1118331
Fee \$ 484.43 / \$3,7500.00 Insp
Date Paid 10/9/20

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

1. Contact's Name Cosbey Watson Phone 310-907-6999

2. Contact's Address 500 S. Sepulveda Blvd. Suite 304, Manhattan Beach, CA 90266
City/State/Zip

5. Contact's E-mail cwatson@richdevelopment.com

3. Developer Name Beaumont Highland Springs, LLC Phone 310-547-3326
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 1000 N. Western Ave. suite 200 San Pedro, CA 90732
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Improvements for Tract Map 37045 \$10,800

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Cosbey Watson Cosbey Watson 10-5-2020
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

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.

Cosbey Watson

Cosbey Watson

10-5-2020

Print Name and Sign – Contact/Applicant

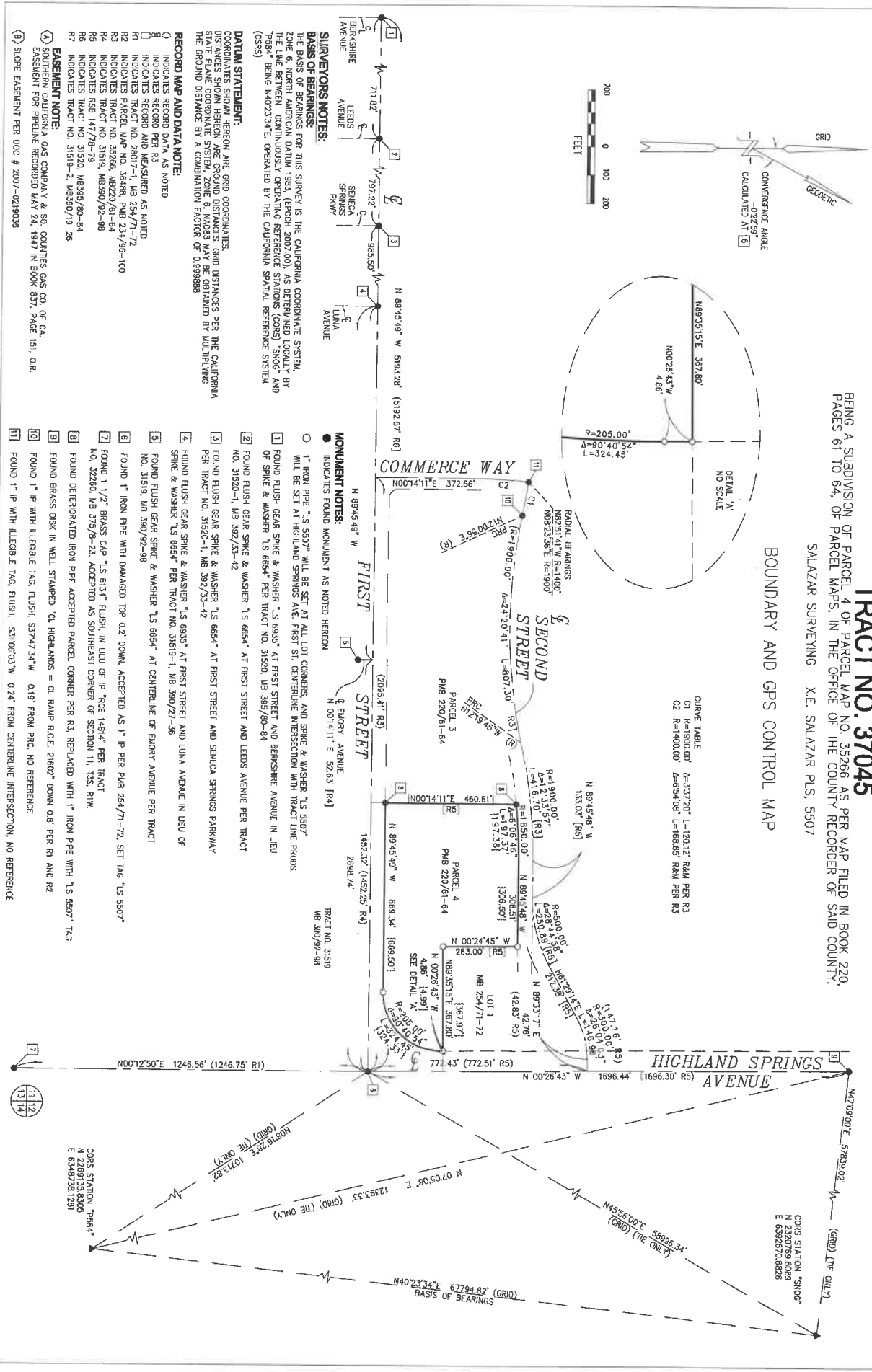
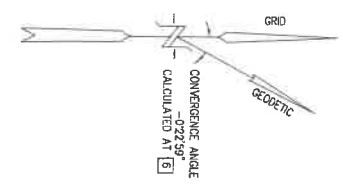
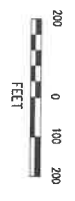
Date

**IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
TRACT NO. 37045**

BEING A SUBDIVISION OF PARCEL 4 OF PARCEL MAP NO. 35266 AS PER MAP FILED IN BOOK 220, PAGES 61 TO 64, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SALAZAR SURVEYING X.E. SALAZAR PLS, 5507

BOUNDARY AND GPS CONTROL MAP



RECORD MAP AND DATA NOTE:

- INDICATES RECORD DATA AS NOTED
- INDICATES RECORD PER R3
- INDICATES RECORD AND MEASURED AS NOTED
- INDICATES PARCEL MAP NO. 28017-1, MB 234/71-72
- INDICATES PARCEL MAP NO. 36488, PNB 234/96-100
- INDICATES TRACT NO. 35266, MB220/61-64
- INDICATES TRACT NO. 35266, MB220/61-64
- INDICATES R93 1477/31A, MB350/92-98
- INDICATES TRACT NO. 31520, MB395/80-84
- INDICATES TRACT NO. 31519-2, MB390/19-26

DATA STATEMENT:

COORDINATES SHOWN HEREON ARE GRID COORDINATES. THE BASIS OF BEAUMONT ARE GROUND DISTANCES. GRID DISTANCES PER THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (SPENCA) SHALL BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A CONVERSION FACTOR OF 0.9999889

MONUMENT NOTES:

- INDICATES FOUND MONUMENT AS NOTED HEREON
- IRON PIPE "1.5 5507" WILL BE SET AT ALL LOT CORNERS AND SPIKE & WASHER "1.5 5507" WILL BE SET AT HIGHLAND SPRINGS AVE, FIRST ST, CENTERLINE INTERSECTION WITH TRACT LINE PRODS
- FOUND FLUSH GEAR SPIKE & WASHER "1.5 6035" AT FIRST STREET AND BERSKSHIRE AVENUE IN LBU OF SPINE & WASHER "1.5 6654" PER TRACT NO. 31520, MB 359/80-84
- FOUND FLUSH GEAR SPIKE & WASHER "1.5 6654" AT FIRST STREET AND LEIDS AVENUE PER TRACT NO. 31520-1, MB 382/33-42
- FOUND FLUSH GEAR SPIKE & WASHER "1.5 6654" AT FIRST STREET AND SPENCA SPRINGS PARKWAY PER TRACT NO. 31520-1, MB 382/33-42
- FOUND FLUSH GEAR SPIKE & WASHER "1.5 6035" AT FIRST STREET AND LUNA AVENUE IN LBU OF SPINE & WASHER "1.5 6654" PER TRACT NO. 31519-1, MB 380/92-98
- FOUND "1.5 72" BRASS CAP "1.5 8134" FLUSH, IN LBU OF IP, AGE 1494, PER TRACT NO. 32266, MB 376/8-23, ACCEPTED AS SOUTHERLY CORNER OF SECTION 11, T3S, R1W.
- FOUND DETERIORATED IRON PIPE ACCEPTED PARCEL CORNER PER R3, REPLACED WITH "1" IRON PIPE WITH "1.5 5507" TAG
- FOUND BRASS DISK IN WELL STAMPED "CL HIGHLANDS = CL RAMP R.C.E. 21602" DOWN 0.8' PER R1 AND R2
- FOUND "1" IP WITH LEGIBLE TAG, FLUSH, S31°08'03"W, 0.24' FROM CENTERLINE INTERSECTION, NO REFERENCE
- FOUND "1" IP WITH LEGIBLE TAG, FLUSH, S31°08'03"W, 0.24' FROM CENTERLINE INTERSECTION, NO REFERENCE

BASES OF BEARINGS:

FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 6, NORTH AMERICAN DATUM 1983, (FROM NORTH AMERICAN DATUM 1983) OPERATING REFERENCE STATION (CORS) "SPENCA" BEING N402334"E, OPERATED BY THE CALIFORNIA SPATIAL REFERENCE SYSTEM (CSRS)

CONVERSION STATEMENT:

COORDINATES SHOWN HEREON ARE GRID COORDINATES. THE BASIS OF BEAUMONT ARE GROUND DISTANCES. GRID DISTANCES PER THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (SPENCA) SHALL BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A CONVERSION FACTOR OF 0.9999889

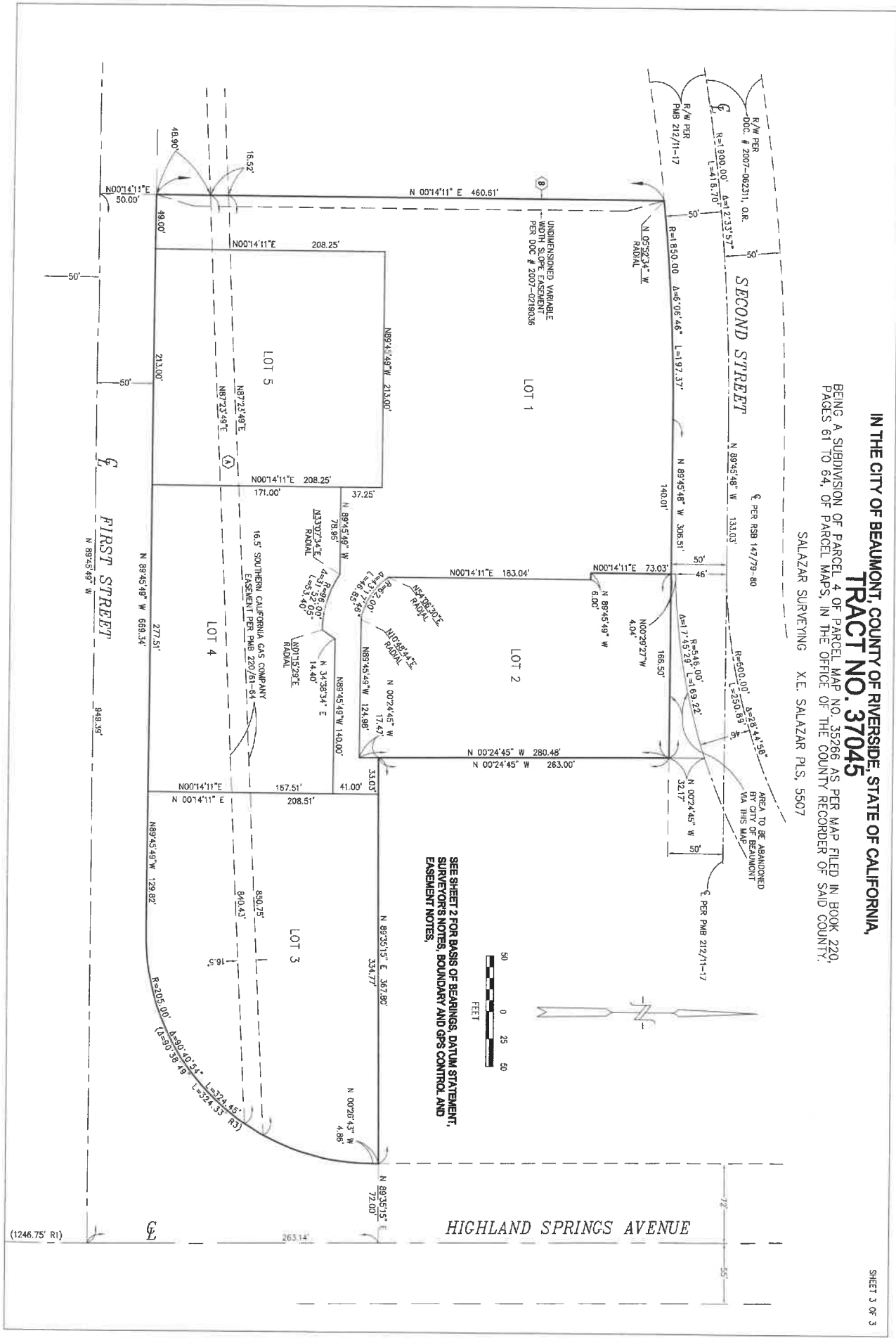
EASEMENT NOTE:

- SOILS CLAIMED BY CALIFORNIA GAS COMPANY & SO COUNTIES GAS CO. OF CA. EASEMENT FOR PIPELINE RECORDED MAP 24, 1847 IN BOOK 637, PAGE 151, OR R.
- SLOPE EASEMENT PER DOC # 2007-0219035

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
TRACT NO. 37045

BEING A SUBDIVISION OF PARCEL 4 OF PARCEL MAP NO. 35266 AS PER MAP FILED IN BOOK 220,
 PAGES 61 TO 64, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SALAZAR SURVEYING X.E. SALAZAR PLS. 5507



SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,
 SURVEYORS NOTES, BOUNDARY AND GPS CONTROL AND
 EASEMENT NOTES.

HIGHLAND SPRINGS AVENUE

(1246.75' R1)

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

TRACT NO. 37045

BEING A SUBDIVISION OF PARCEL 4 OF PARCEL MAP NO. 35286 AS PER MAP FILED IN BOOK 220,
PAGES 61 TO 64, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SALAZAR SURVEYING X.E. SALAZAR LS5507 JUNE, 2017

OWNERS STATEMENT:

WE HEREBY STATE THAT WE ARE OWNERS OF THE LAND INCURRED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE NAMES ARE LISTED 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 LINE.

LOMA UNDA UNIVERSITY, A CORPORATION

BY: _____ BY: KEVIN FISCHER
ROBERT NEAL TITLE: _____

NOTARY ACKNOWLEDGEMENT:

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 _____ }
SSS }
ON _____ BEFORE ME, _____ NOTARY PUBLIC

PERSONALLY APPEARED _____ WHO PROVED TO ME, ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HERS/THEIR AUTHORIZED CAPACITIES, 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 _____

SIGNATURE _____ PRINT NAME _____

NOTARY PUBLIC, STATE OF CALIFORNIA, COMMISSION NO. _____

MY COMMISSION EXPIRES _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS _____

ABANDONMENT NOTE

PURSUANT TO THE PROVISIONS OF SECTION 66434 AND 66492.03 OF THE SUBDIVISION MAP ACT, THE APPROVAL, AND RECORDATION OF THIS TRACT MAP CONSTITUTE AN ABANDONMENT OF A PORTION OF THE SECOND STREET RIGHT OF WAY SHOWN ON PARCEL MAP NO. 35286, PAGES 202/61-64, AS OUTLINED ON SHEET 3 OF THIS MAP.

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436(g)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

SOUTHERN CALIFORNIA GAS COMPANY AN UNDIVIDED 3/4 INTEREST AND SOUTHERN CALIFORNIA GAS COMPANY CALIFORNIA AN UNDIVIDED 1/4 INTEREST HOLDERS OF AN EASEMENT FOR PILING RECORDED MAY 24, 1947 IN BOOK 837, PAGE 151, OR:

TAX COLLECTORS CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO UNPAID TAXES AND UNPAID SPECIAL ASSESSMENTS TO BE COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A DUE BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____.

DON KENT COUNTY TREASURER - TAX COLLECTOR
BY: _____ DEPUTY _____ DATED _____

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS 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 DUE AGAINST SAID PROPERTY AND NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____ 2017
CASH OR SURETY BOND
DON KENT COUNTY TAX COLLECTOR
BY: _____ DEPUTY _____

NOTARY ACKNOWLEDGEMENT:

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 _____ }
SSS }

ON _____ BEFORE ME, _____ NOTARY PUBLIC
PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HERS/THEIR AUTHORIZED CAPACITIES, 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 _____

SIGNATURE _____ PRINT NAME _____

NOTARY PUBLIC, STATE OF CALIFORNIA, COMMISSION NO. _____

MY COMMISSION EXPIRES _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS _____

SURVEYORS STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AT THE REQUEST OF LOMA UNDA UNIVERSITY ON MARCH 25, 2016. I HEREBY STATE THAT ALL INSTRUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN HEREON. I HAVE REVIEWED THE INSTRUMENTS AND THE TERMS OF THE INSTRUMENT AGREEMENT FOR THE MAP AND THAT THE INSTRUMENTS ARE SUBSTANTIALLY CONFORMING TO APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: _____

XCO202CATL E. SALAZAR LS 5507
LICENSE EXPIRES SEPTEMBER 30, 2018

CITY SURVEYORS STATEMENT:

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AT THE REQUEST OF LOMA UNDA UNIVERSITY ON MARCH 25, 2016. I HEREBY STATE THAT ALL INSTRUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN HEREON. I HAVE REVIEWED THE INSTRUMENTS AND THE TERMS OF THE INSTRUMENT AGREEMENT FOR THE MAP AND THAT THE INSTRUMENTS ARE SUBSTANTIALLY CONFORMING TO APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: _____

ROBERT C. OLVERTON, CITY SURVEYOR, LS7731

BEAUMONT CITY COUNCIL CERTIFICATE:

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THIS MAP NO. 37045.

DATED: _____ CITY CLERK, CITY OF BEAUMONT,
RIVERSIDE COUNTY, CALIFORNIA

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Beaumont Highland Springs, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated October 24, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 37045, 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 SureTec Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Ten Thousand Eight Hundred dollars (\$ 10,800.00) 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 October 27, 2017.

PRINCIPAL:

SURETY:

Beaumont Highland Springs, LLC

SureTec Insurance Company

By [Signature]

By [Signature]

Title Joseph W. Rich, Manager

Title Andrew Sysyn, 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 of Orange)

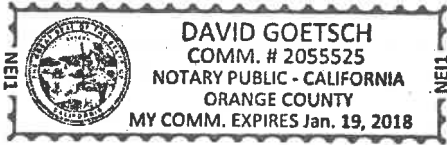
On October 27, 2017 before me, David Goetsch, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Andrew Sysyn
Name(s) of Signer(s)

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.



Signature David Goetsch
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

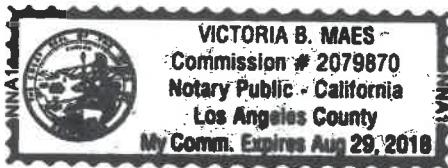
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On October 27, 2017 before me, Victoria B. Maes Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Joseph W. Kich
Name(s) of Signer(s)

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.



Signature Victoria B. Maes
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Andrew Sysyn, Pamela Rae Goetsch

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 29th day of March, A.D. 2017.

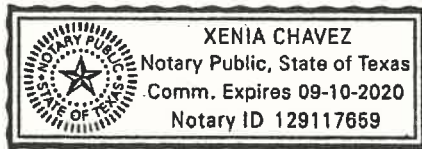
SURETEC INSURANCE COMPANY

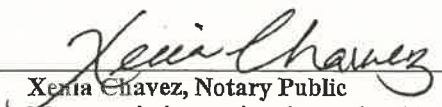
By: 
John Knox Jr., President

State of Texas ss:
County of Harris



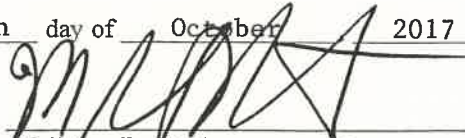
On this 29th day of March, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27th day of October, 2017, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 37045)**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT (“CITY”) and Beaumont Highland Springs, LLC a California limited liability company (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 37045, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, “Improvements”); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

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

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER’s sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. 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. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form 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. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

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. Binding Effect. 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. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

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

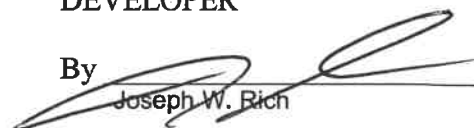
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By _____
Mayor

Date

DEVELOPER

By  _____
Joseph W. Rich
10.24.2017

Date

Title: Manager

Address: 1000 N Western Avenue, Suite 200
San Pedro, CA 90732

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 of Los Angeles

On October 24, 2017 before me, _____
Date

Victoria B. Maes, Notary Public
Here Insert Name and Title of the Officer

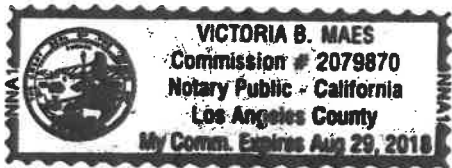
personally appeared _____

Joseph W. Rich
Name(s) of Signer(s)

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.



Signature _____

Victoria B. Maes

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____