



66575 Second Street, Desert Hot Springs, CA 92240 • www.mswd.org • p 760.329.6448 • f 760.329.2482

PUBLIC WATER AND SEWER IMPROVEMENT BONDING AGREEMENT FOR: Development Permit No. 23-3

THIS AGREEMENT made and entered into this 30 day of August, 2024 by and between, Amazon.com Services LLC, a Delaware limited liability company, ("Owner") and the MISSION SPRINGS WATER DISTRICT, a County Water District, ("District").

RECITALS

WHEREAS, the Owner is the owner and developer of land in the City of Desert Hot Springs, County of Riverside, State of California, generally described as follows:

See Exhibit "A" attached hereto and made a part hereof by this reference.

WHEREAS, said Owner will cause the completion of the Project known as Development Permit No. 23-3, an industrial project commonly known as 'Project Viento' ("Project"), and the Project requires water and sewer, lift station and force main improvements to facilities to be owned and maintained by the District for the proposed development project ("Project"), and;

WHEREAS, said Owner has prepared and submitted water and sewer, lift station and force main improvement plans ("Plans") for the Project to the District for the construction of said improvements which District has approved prior to the date of this Agreement, and;

WHEREAS, said Owner is desirous of complying with the requirements of the District, relative to the installation and payment for the water and sewer, lift station and force main improvements provided in the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the approval by the District of the proposed Plans required for the development and recordation with the County Recorder of the Map within the City of Desert Hot Springs, the Owner agrees that the foregoing Recitals are hereby incorporated by reference and it will comply with the following requirements:

Within one (1) year from the date hereof, said Owner shall cause the water and sewer, lift station and force main improvements to be constructed in accordance with all agreements, the Plans, the Mission Springs Water District policies, rules, regulations, ordinances and resolutions and standards, the Project plans, the Subdivision Map Act, and all applicable state, federal and local laws, regulations, ordinances and policies, all of which are hereby incorporated herein by this reference.

MSWD Mission: Provide, Protect, and Preserve our Most Valuable Resource...Water
Mission Springs Water District is a Groundwater Guardian Affiliate



Handed you herewith is a Surety Bond (Faithful Performance and Warranty a copy of which is attached hereto as Exhibit "B") executed August 7, 2024 in the sum of Nine Million Three Hundred Fifty Thousand Six Hundred Ninety-Seven Dollars and 60/100 (\$9,350,697.60), guaranteeing the faithful performance of this Agreement and Warranty for one (1) year from date of final acceptance by the Mission Springs Water District Board of Directors, together with a Payment Bond in the sum of Nine Million Three Hundred Fifty Thousand Six Hundred Ninety-Seven Dollars and 60/100 (\$9,350,697.60), securing payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the improvements a copy of which is attached hereto as Exhibit "C"

IT IS UNDERSTOOD and AGREED, that upon completion of the work in accordance with all agreements, state, federal and local laws, regulations, ordinances and policies and acceptance thereof by the Mission Springs Water District, said Payment Bond shall be exonerated and the Faithful Performance/Warranty Bond shall continue in force for one (1) year (warranty period) after the date of final acceptance by Mission Springs Water District.

The Bonds required by this Agreement shall be kept on file with the District and they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a A.M. Best's Insurance Guide rating of no less than A:VII. The terms of any documents evidencing such Improvement Securities as set forth in this paragraph are incorporated into this Agreement by this reference as if set forth fully herein.

IN WITNESS WHEREAS, the undersigned have affixed their signatures at Desert Hot Springs, California the day and year first above written.

MISSION SPRINGS WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

OWNER

Owner: Amazon.com Services LLC.

By: 

Name: Jason Smith

Title: Authorized Signatory

Date: August 30, 2024

ATTEST

By: 

Name: Riley Jaime

Title: Notary Public

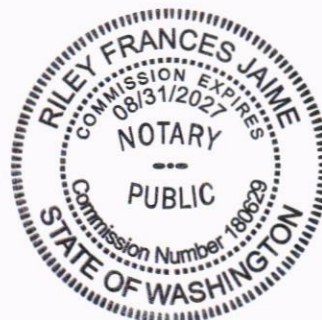


EXHIBIT "A"

INSERT LEGAL DESCRIPTION OF PROJECT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL B OF THAT CERTAIN LOT LINE ADJUSTMENT NO. LLA NO. 01-17, RECORDED SEPTEMBER 7, 2017 AS INSTRUMENT NO. 20170371872 OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHEAST QUARTER (NE1/4) AND A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 120.00 ACRES OF LOT 1 OF A RECORD OF SURVEY, FILED IN RECORD OF SURVEYS BOOK 17, PAGES 37 AND 38 OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPT THAT PORTION LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER ONE-QUARTER (C1/4) CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;
THENCE NORTH 00°19'18" EAST ALONG THE NORTH-SOUTH CENTER ONE-QUARTER (N-S C1/4) SECTION LINE OF SAID SECTION 14 AND THE WESTERLY LINE OF LOT 1 OF A RECORD OF SURVEY, FILED IN RECORD OF SURVEYS BOOK 17, PAGES 37 AND 38 OF OFFICIAL RECORDS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, A DISTANCE OF 492.96 FEET;
THENCE NORTH 88°41'15" EAST, A DISTANCE OF 1,649.16 FEET TO THE EASTERLY LINE OF LOT 1 OF SAID RECORD OF SURVEY;
THENCE SOUTH 00°53'50" WEST ALONG THE EASTERLY LINE OF LOT 1 OF SAID RECORD OF SURVEY, A DISTANCE OF 504.25 FEET TO THE EAST-WEST CENTER ONE-QUARTER (E-W C1/4) SECTION LINE OF SAID SECTION 14;
THENCE SOUTH 89°04'30" WEST ALONG THE EAST-WEST CENTER ONE-QUARTER (E-W C1/4) SECTION LINE OF SAID SECTION 14, A DISTANCE OF 1,643.81 FEET TO THE POINT OF BEGINNING.

APN: 666-370-032-9

EXHIBIT "B"

Faithful Performance and Warranty Bond

MISSION SPRINGS WATER DISTRICT

FAITHFUL PERFORMANCE BOND

Bond No. K4049845A

Project Viento Development Permit No. 23-3

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Amazon.com Services LLC,
(hereinafter designated as "Principal") has executed a Public Water and Sewer System Improvement Bonding Agreement ("Agreement" herein) with the Mission Springs Water District, a county water district and public agency of the State of California (the "District" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof certain designated public improvements generally identified as follows:

Project Viento Project - Development Permit No. 23-3

_____; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and
Federal Insurance Company,
as Surety, are held and firmly bound unto the District in the penal sum of _____
Nine Million Three Hundred Fifty Six Hundred Ninety Seven and 60/100 Dollars
(\$9,350,697.60***), lawful money of the United States, for the payment of
which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally,
firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification 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 District, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the District in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgement.

"PRINCIPAL"

Amazon.com Services LLC

(Type name of Principal)

410 Terry Ave N.

(Street Address)

Seattle

WA

98109

(City)

(State)

(Zip)

By: Jason Smith

Authorized Signatory

(Title of officer)

Date: August 30, 2024

OWNER: Amazon.Com Services, LLC

Dated this 30 day of August, 2024.

[Signature]
(Owner Signature)

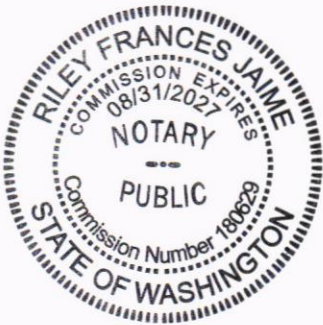
Jason Smith
(Print Name)

Acknowledgements

STATE OF WASHINGTON)
 : ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jason Smith is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Authorized Signatory of Amazon.com Services LLC, a Delaware limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 30th day of August, 2024.



[Signature]
[Signature of Notary]

Riley Jaime
[Print Name of Notary]

Notary Public in and for the State of WA, residing at Seattle

My commission expires: 8/31/27

"SURETY"

Federal Insurance Company

(Type name of Surety)

202 B Halls Mill Road

(Street Address)

Whitehouse Station

NJ

08889-3454

(City)

(State)

(Zip)

By: Krista M. Lee

(Signature of authorized officer)

Krista M. Lee, Attorney-in-Fact

(Title of officer)

Date: August 7, 2024

APPROVED BY DISTRICT:

Brian Macy, General Manager

EXHIBIT "C"

Payment Bond

MISSION SPRINGS WATER DISTRICT

Bond No. K4049845A

PAYMENT BOND

Project Viento Development Permit No. 23-3

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Amazon.com Services LLC,
(hereinafter designated as "Principal") has executed a Public Water and Sewer System Improvement Bonding Agreement ("Agreement" herein) with the Mission Springs Water District, a county water district and public agency of the State of California (the "District" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows:

Project Viento Project - Development Permit No. 23-3

_____; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the District a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and
Federal Insurane Company, as

Surety, are held firmly bound unto the District and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of _____

Nine Million Three Hundred Fifty Six Hundred Ninety Seven and 60/100-----

_____----- Dollars (\$ 9,350,697.60****), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, and

under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related 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 been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgement.

“PRINCIPAL”

Amazon.com Services LLC

(Type name of Principal)

410 Terry Ave N.

(Street Address)

Seattle

WA

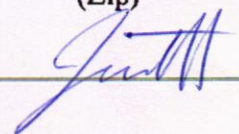
98109

(City)

(State)

(Zip)

By: Jason Smith



Authorized Signatory

(Title of officer)

Date: August 30, 2024

“SURETY”

Federal Insurance Company

(Type name of Surety)

202B Halls Mill Road

(Street Address)

Whitehouse Station NJ

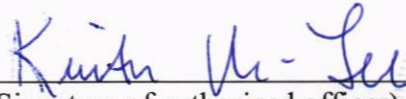
08889-3454

(City)

(State)

(Zip)

By:



(Signature of authorized officer)

Krista M. Lee, Attorney-in-Fact

(Title of officer)

Date: August 7, 2024

APPROVED BY DISTRICT:

Brian Macy, General Manager

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

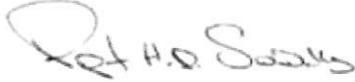
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Krista M. Lee

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **19th** day of **July**, 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this **19th** day of **July**, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 5020369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

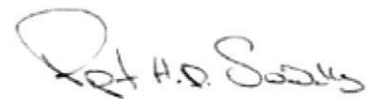
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **August 7, 2024**




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

State of Washington }
County of King } ss:

On August 7, 2024, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Krista M. Lee

known to me to be Attorney-in-Fact of Federal Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires July 28, 2028

Tevy Lor
Tevy Lor

Notary Public



OWNER: Amazon.Com Services, LLC

Dated this 30 day of August, 2024.

[Signature]
(Owner Signature)

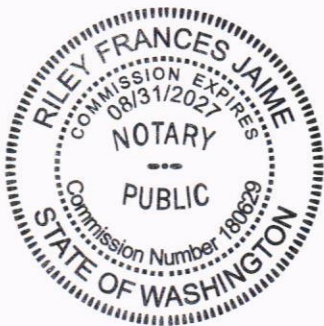
Jason Smith
(Print Name)

Acknowledgements

STATE OF WASHINGTON)
) : ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jason Smith is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Authorized Signatory of Amazon.com Services LLC, a Delaware limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 30th day of August, 2024.



[Signature]
[Signature of Notary]

Riley Jaime
[Print Name of Notary]

Notary Public in and for the State of
Washington, residing at Seattle, WA

My commission expires: 8/31/27