

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF RIALTO

and

RIALTO 33, LLC

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF RIALTO

AND

RIALTO 33, LLC

Agreement Date: _____

Subdivider Name: RIALTO 33, LLC (hereinafter "Subdivider")

Subdivision Name: Tentative Tract No. 20009 (**No. of Lots:** 33) (hereinafter "Subdivision")

Tentative Tract Map No.: 20009 (**Approval Date:** August 31, 2016) (hereinafter "Approved Tentative Map")

Improvement Plans Approved On: September 13, 2017 (hereinafter "Plans")

Estimated Total Cost of Improvements: \$ 506,079.00
(including _____)

Estimated Total Cost of Monumentation: \$ 3,700.00 (based upon the Plans, including individual lots, subdivision boundary and public improvements)

Security:

Bond Nos.: 652342S, 652341S

Surety: Developers Surety and Indemnity Company

- OR -

Irrevocable Standby Letter of Credit No.: _____

Financial Institution: _____

- OR -

Cash/Certificate of Deposit, Agreement Dated: _____

Financial Institution: _____

Designees for the Service of Written Notice:

CITY:	SUBDIVIDER:
City Engineer City of Rialto 150 S. Palm Avenue Rialto, CA 92376 Tel.: (909) 820-2525	Name: <u>RIALTO 33, LLC</u> Address: <u>1430 E. CHAPMAN AVENUE</u> <u>ORANGE, CA 92866</u> Tel.: <u>(714) 633-8100</u>
CITY PROJECT INSPECTOR	SURETY
Oskar Vargas City of Rialto Public Works Department 335 W. Rialto Avenue Rialto, CA 92376 Tel.: (909) 421-7294	Name: <u>Developers Surety and Indemnity co</u> Address: <u>17771 Cowan Suite 100</u> <u>Irvine, Ca 92614</u> Tel.: <u>(925) 228-6795</u>

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this ____ day of _____, 20__, by and between the CITY OF RIALTO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and RIALTO 33, LLC, a LIMITED LIABILITY COMPANY (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative (Tract/Parcel) Map No. 20009**, (the "Map"), located in the City of Rialto, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving **(Final/Parcel) Map No. 20009** for the Property and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$ 506,079.00 .

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included as Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on **(Final/Parcel) Map No. 20009** in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Rialto. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance With Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed

statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement

thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended for a period or periods not exceeding two (2) years. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to Government Code Section 66499.16, Subdivider hereby consents to such reversion to acreage and agrees that any improvements made by or on behalf of Subdivider shall not be considered in determining City's authority to revert the Property to acreage.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Rialto business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such

contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

- (i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$506,079.00 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$506,079.00 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$3,700.00 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$56,709.00 equal to 15% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

- (i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Rialto, State of California (and the Security Instrument shall so provide).
- (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).
- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
- (iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the

City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security may be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein, and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8 and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

- (i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;
 - (ii) the Works of Improvement have been accepted;
 - (iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and
 - (iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.
- (b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.
- (c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

- (a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;
- (b) Subdivider's failure to timely complete construction of the Works of Improvement;
- (c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;
- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right,

subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Notice of Violation. The Subdivider's failure to comply with the terms of this Agreement constitutes Subdivider's consent for the City to file a notice of violation against all the lots in the Subdivision, or to rescind or otherwise revert the Subdivision to acreage. Subdivider specifically recognizes that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of the City.

8.4. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.5. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.6. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the recordation of the Notice of Acceptance by the City of the Works of Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum \$1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

- (i) Premises operations; including X, C, and U coverage;
- (ii) Owners' and contractors' protection;
- (iii) Blanket contractual;
- (iv) Completed operations; and
- (v) Products.

(b) Commercial Business Auto policy with a minimum \$1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

- (i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

- (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.
- (c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:
 - (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
 - (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
 - (ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*
 - (iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.
- (d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:
 - (i) "The City of Rialto, its officers, employees and agents are hereby added as additional insureds."
 - (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self-insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."
 - (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

- (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Rialto in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.
- (v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.
- (e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.
- (f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Rialto
Risk Management
150 S. Palm Avenue
Rialto, CA 92376

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

- (a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.
- (b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy,

including but not limited to, all of those materials and substances defined as “Toxic Materials” in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider’s prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider’s discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider’s right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City’s approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider’s responsibilities with regard to this Agreement, (the “Replacement Subdivider”), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the

Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City

ordinances providing therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (i) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

CITY OF RIALTO, CALIFORNIA

By _____
Deborah Robertson, Mayor

APPROVED BY THE CITY COUNCIL

Date: _____

Agreement No. _____

ATTEST:

By _____
Barbara A. McGee, City Clerk

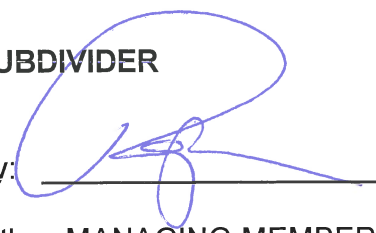
APPROVED AS TO FORM:

By _____
Fred Galante, Esq., City Attorney

RECOMMENDED:

By _____
Robert G. Eisenbeisz, PE, Public Works Director/City Engineer

SUBDIVIDER

By:  _____

Title: MANAGING MEMBER

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 9/28/2017 before me, Suzanne Kay, notary public
(Here insert name and title of the officer)

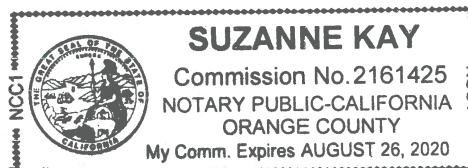
personally appeared Roger C. Hobbs
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ 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.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Rialto - Subdivision

(Title or description of attached document)

Improvement Agreement

(Title or description of attached document continued)

Number of Pages 1 Document Date 9/28/2017

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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.
- 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 corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

By: _____
Signature (notarized)

Name: _____
Title: _____

(This Agreement must be signed in the above space
by one who can show they have authority to bind the
Subdivider for purposes of this Agreement.)

State of _____)

County of _____)

On _____
before me, _____
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 his/her/their authorized capacity(ies), and
that by his/her/their signatures(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.
Notary Signature:

Notary Seal:

By: _____
Signature (notarized)

Name: _____
Title: _____

(This Agreement must be signed in the above space
by one who can show they have authority to bind the
Subdivider for purposes of this Agreement.)

State of _____)

County of _____)

On _____
before me, _____
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 his/her/their authorized capacity(ies), and
that by his/her/their signatures(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.
Notary Signature:

Notary Seal:

EXHIBIT "A"

TRACT MAP NO. 20009 LEGAL DESCRIPTION

Tract Map No. 20009, as recorded in Map Book _____, Pages _____ through _____ inclusive, records of San Bernardino County, California.

Exhibit "A"

EXHIBIT "B"

TENTATIVE TRACT MAP NO. 20009 CONDITIONS OF APPROVAL

The Conditions issued to Subdivider for development of the Property follow this page.

Exhibit "B"



City of Rialto California

November 9, 2016

Jeff Moore
R.C. Hobbs Company, Inc.
1110 E. Chapman Avenue, Suite 201
Orange, CA 92866

Re: Precise Plan of Design No. 2444 – A request to develop thirty-three (33) single-family residences on 4.57 acres of land located at the southwest corner of Bloomington Avenue and Willow Avenue within the Planned Residential Development-Detached (PRD-D) zone.

Dear Mr. Moore:

Thank you for the opportunity to review your proposed development. The City of Rialto appreciates and recognizes your commitment to our community. This letter includes conditions of approval, compiled by various divisions and departments in order to make your review process more expedient and convenient.

The City of Rialto is here to make the development of your project a priority and to assure that it is processed in a timely manner. If you need any additional assistance, please do not hesitate to contact me at (909) 820-2535.

On Wednesday, November 2, 2016, the City's Development Review Committee (DRC) approved Precise Plan of Design No. 2444, subject to the following requirements:

PLANNING DIVISION – DANIEL CASEY, Associate Planner
(909) 820-2525 x2075
dcasey@rialtoca.gov

General

1. City inspectors shall have access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes.
2. The applicant shall defend, indemnify and hold harmless the City of Rialto, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, and approval of the City, its advisory agencies, appeal boards, or legislative body concerning Precise Plan of Design No. 2444. The City will promptly notify the applicant of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

3. Approval of Precise Plan of Design No. 2444 shall comply with all applicable sections of the Rialto Municipal Code and all other applicable State and local laws and ordinances.
4. Approval of Precise Plan of Design No. 2444 is granted for a one (1) year period from the date of approval. Any request for an extension shall be reviewed by the Development Review Committee and shall be based on the progress that has taken place toward the development of the project.
5. The development shall conform to the site-plan, floor plans, elevations, and conceptual landscape plan received by the Planning Division on October 18, 2016, except as required to be modified based on the conditions of approval contained herein.
6. The Covenants, Conditions, and Restrictions (CC&R's) for the Home Owner's Association (HOA) shall include language establishing the HOA as the party responsible for the maintenance of all common landscaping areas, including the area along Willow Avenue between the public right-of-way and the perimeter fencing.

Prior to the issuance of Grading Permits

7. If the project is proposed to be constructed in phases, then a Phasing Plan shall be submitted to the Planning Division prior to the issuance of a grading permit. The first phase within the Phasing Plan shall include the installing/construction of all common amenities, all common landscaping, and all perimeter fencing.

Prior to the issuance of Building Permits

8. All new walls shall be comprised of decorative masonry block. Decorative masonry block means slumpstone, split-face, or precision block with a stucco, plaster, or ledgerstone finish. Decorative masonry pilasters shall be incorporated within all new walls and fencing. The pilasters shall be spaced a maximum of fifty (50) feet on-center and shall be placed at all corners and ends of the wall. All pilasters shall protrude a minimum six (6) inches above and to the side of the wall. All decorative masonry walls and pilasters shall include a decorative masonry cap. All block walls and pilasters shall be identified on the site plan, and an elevation detail for the walls and pilasters shall be included in the formal building plan check submittal prior to the issuance of building permits.
9. Decorative lighting shall be installed adjacent to the front entry door and garage door of each dwelling. The garage light fixtures shall have a minimum vertical dimension of eighteen (18) inches. The lighting shall be identified on the formal building plan check submittal prior to the issuance of building permits.
10. Address identification for each single-family residence shall be illuminated. The address fixture and the electrical to provide lighting shall be identified on the formal building plan check submittal prior to the issuance of building permits.

11. Identify all interior fencing on the site-plan within the formal building plan check submittal prior to the issuance of building permits. Fencing shall be constructed of either masonry block, wood, or vinyl.
12. A formal Landscape Plan submittal shall be submitted to the Planning Division prior to the issuance of building permits. The submittal shall include three (3) sets of planting and irrigation plans, a completed Landscape Plan Review application, and the applicable review fee.
13. One (1) fifteen (15) gallon tree shall be installed within the front yard of each lot. All on-site tree species shall consist of evergreen broadleaf trees. The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.
14. One (1) twenty-four (24) inch box shall be installed every thirty (30) linear feet within all common planters of the overall neighborhood. All on-site tree species shall consist of evergreen broadleaf trees. The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.
15. One (1) twenty-four (24) inch box tree shall be installed every thirty (30) linear feet within the public right-of-way parkway along Bloomington Avenue. The street tree species along Bloomington Avenue shall be the Jacaranda Mimosifolia "Jacaranda" and/or the Ulmus Parvifolia "Evergreen Elm". The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.
16. One (1) twenty-four (24) inch box tree shall be installed every thirty (30) linear feet within the public right-of-way parkway along Willow Avenue. The street tree species along Willow Avenue shall be the Geijera Parviflora "Australian Willow" and/or the Lagerstromia Indica "Crape Myrtle". The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.
17. All land not covered by structures, walkways, parking areas, and driveways, unless otherwise specified, shall be planted with a substantial amount of shrubs and groundcover. Shrubs and groundcover shall be spaced an average of three (3) feet on-center. All planter areas shall receive a minimum two (2) inch thick layer of brown bark, organic mulch, and/or decorative rock upon initial planting. Pea gravel and decomposed granite are not acceptable materials to use within planter areas. All planter areas on-site shall be permanently irrigated and maintained in "good order". The planting and irrigation shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.
18. Decorative pavement shall be provided across the entire width and depth of all project entrances and throughout the pool area. Decorative pavement means color stamped concrete or pavers. Identify the type of decorative pavement on the formal Landscape Plan submittal prior to the issuance of building permits.
19. The exterior of any trash enclosures shall consist of a stucco finish painted in a neutral color. The trash enclosures shall include a decorative trellis or solid cover. Additionally, the trash

enclosures shall contain solid steel doors. Corrugated metal and chain-link are not acceptable materials to use within the trash enclosure. An elevation detail for the trash enclosures shall be provided within formal building plan check submittal prior to the issuance of building permits.

20. The model units shall be identified on the site-plan within the formal building plan check submittal prior to the issuance of building permits.

Prior to the issuance of a Certificate of Occupancy

21. All ground mounted equipment and utility boxes, including transformers, fire-department connections, backflow devices, etc. shall be surrounded by a minimum of two (2) rows of five (5) gallon shrubs spaced a maximum of twenty-four (24) inches on-center, prior to the issuance of a Certificate of Occupancy.
22. All spark arrestors shall be painted to match the exterior color of the dwelling prior to the issuance of a Certificate of Occupancy.
23. The applicant shall obtain any necessary approvals and permits that may be required by any State and local agencies prior to the issuance of a Certificate of Occupancy.
24. The applicant shall comply with all requirements of Rialto Water Services prior to the issuance of a Certificate of Occupancy.
25. The applicant shall annex the Site within a Community Facilities District (CFD) to offset operational costs to the City's General Fund associated with the Project, as determined by the Fiscal Impact Analysis prepared by Stanley R. Hoffman Associates, Inc., dated August 16, 2016, prior to the issuance of any Certificate of Occupancy. The CFD amount per unit shall be established under the scenario "With Utility User Tax".

PUBLIC WORKS – HECTOR GONZALEZ, Associate Engineer
(909) 421- 4986

hgonzalez@rialtoca.gov

- A. **The Engineering Division recommends that if this application is approved, such approval is subject to the following conditions being completed in compliance with City standards and ordinances.**
- B. **Before final approval of TTM No. 20009 and PPD 2444 all conditions listed below shall be completed to the satisfaction of the City Engineer.**

General

26. All requirements shall be completed to the satisfaction of the City Engineer prior to issuance of a certificate of occupancy unless otherwise noted.

27. Prior to issuance of a building permit, the developer shall pay all applicable development impact fees in accordance with the current City of Rialto fee ordinance.
28. Prior to issuance of a building permit, The Precise Grading Plan shall be approved by the City Engineer.
29. Any improvements within the public right-of-way require a City of Rialto Encroachment Permit.
30. Submit street improvement plans prepared by a registered California civil engineer to the Engineering Division for review. The plans shall be approved by the City Engineer prior to issuance of any building permits.
31. Submit traffic striping and signage plans prepared by a California registered civil engineer, for review and approval by the City Engineer. All required traffic striping and signage improvements shall be completed concurrently with required street improvements and can be integrated with the street improvement plans depending on the scope of work, to the satisfaction of the City Engineer, and prior to issuance of a building permit.
32. Submit landscaping and irrigation system improvement plans for review and approval by the City Engineer. The median irrigation system shall be separately metered from the parkway landscaping to be maintained by the developer, for future use by the City upon acceptance of the median landscaping by the City. The plans shall be approved concurrently with the street improvement plans for the median and prior to issuance of a building permit, unless otherwise allowed by the City Engineer.
33. All median and/or parkway landscaping shall be guaranteed for a period of one year from the date of acceptance by the City Engineer. Any landscaping that fails during the one year landscape maintenance period shall be replaced with similar plant material to the satisfaction of the City Engineer, and shall be subject to a subsequent one year landscape maintenance period.
34. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed, as required by the City Engineer.
35. At the time of Landscape/Lighting Plan submittal, the developer shall apply for annexation of the underlying property into City of Rialto Landscape and Lighting Maintenance District No. 2 ("LLMD 2"). An application fee of \$5,000 shall be paid at the time of application. Annexation into LLMD 2 is a condition of acceptance of any new median and/or parkway landscaping, or any new public street lighting improvements, to be maintained by the City of Rialto.
36. Submit Street Lighting/Electrical Improvement Plan for review and approval by the City Engineer. All new street lights shall be installed on an independently metered, City-owned underground electrical system. The developer shall be responsible for applying with

Southern California Edison ("SCE") for all appropriate service points and electrical meters prior to the final approval of the Street Lighting/Electrical Improvement plans. Street Lighting/Electrical Improvement plans shall not be approved without prior coordination and approval of SCE plans. New meter pedestals shall be installed and electrical service paid by the developer, until such time as the improvements have been accepted and the underlying property is annexed into LLMD 2.

37. Construct asphalt concrete paving for streets in two separate lifts. The final lift of asphalt concrete pavement shall be postponed until such time that on-site construction activities are complete, as may be determined by the City Engineer. Paving of streets in one lift prior to completion of on-site construction will not be allowed, unless prior authorization has been obtained from the City Engineer. Completion of asphalt concrete paving for streets prior to completion of on-site construction activities, if authorized by the City Engineer, will require additional paving requirements prior to acceptance of the street improvements, including, but not limited to: removal and replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs, as required by the City Engineer.
38. Any utility trenches or other excavations within existing asphalt concrete pavement of off-site streets required by the proposed development shall be backfilled and repaired in accordance with City of Rialto Standard Drawings. The developer shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets as required by and at the discretion of the City Engineer, including pavement repairs in addition to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e. Fontana Water Company, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than what existed prior to construction of the proposed development.
39. In accordance with Chapter 15.32 of the City of Rialto Municipal Code, all existing electrical distribution lines of sixteen thousand volts or less and overhead service drop conductors, and all telephone, television cable service, and similar service wires or lines, which are on-site, abutting, and/or transecting, shall be installed underground. Utility undergrounding shall extend to the nearest off-site power pole; no new power poles shall be installed unless otherwise approved by the City Engineer. A letter from the owners of the affected utilities shall be submitted to the City Engineer prior to approval of the Grading Plan, informing the City that they have been notified of the City's utility undergrounding requirement and their intent to commence design of utility undergrounding plans. When available, the utility undergrounding plan shall be submitted to the City Engineer identifying all above ground facilities in the area of the project to be undergrounded.
40. All damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and street lights, associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy.

41. Upon approval of any improvement plan by the City Engineer, the improvement plan shall be provided to the City in digital format, consisting of a DWG (AutoCAD drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat) formats. Variation of the type and format of the digital data to be submitted to the City may be authorized, upon prior approval by the City Engineer.
42. The original improvement plans prepared for the proposed development and approved by the City Engineer (if required) shall be documented with record drawing "as-built" information and returned to the Engineering Division as soon as they are available and prior to issuance of a final certificate of occupancy. Any modifications or changes to the approved improvement plans shall be submitted to the City Engineer for approval prior to construction.
43. Nothing shall be constructed or planted in the corner cut-off area of any driveway which exceeds or will exceed 30 inches in height, in order to maintain an appropriate sight distance, as required by the City Engineer.
44. The public street improvements outlined in these conditions of approval are intended to convey to the developer an accurate scope of required improvements, however, the City Engineer reserves the right to require reasonable additional improvements as may be determined in the course of the review and approval of street improvement plans required by these conditions.
45. A minimum of 48 inches of clearance for disabled access shall be provided on all public sidewalks.
46. The applicant shall provide construction signage, lighting and barricading during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the 2014 California Manual on Uniform Traffic Control Devices, or subsequent editions in force at the time of construction.
47. The use of dust and erosion control measures to prevent excessive adverse impacts on adjoining properties during construction will be required by the Engineering Division of the Public Works Department.

Willow Avenue

48. The applicant shall dedicate additional right-of-way along the entire frontage of Willow Avenue, as necessary, to provide the ultimate half-width of 32 feet, as required by the City Engineer.
49. Remove existing, and construct new pavement with a minimum pavement section of 5 inches asphalt concrete pavement over 6 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, along the entire frontage in accordance with City of Rialto Standard Drawings. The pavement section shall be determined using a Traffic Index ("TI") of 10. The pavement section shall be designed by a California registered

Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

50. The applicant shall dedicate property line corner cutback at the north and south corners of all proposed driveways on Willow Avenue, in accordance with City Standard SC-235, as required by the City Engineer.
51. The applicant shall construct curb ramps meeting current California State Accessibility standards at the north and south corners of all proposed driveways on Willow Avenue, in accordance with the City of Rialto Standard Drawings.
52. The applicant shall construct a new underground electrical system for public street lighting improvements along the project frontage of Willow Avenue, as determined necessary by the City Engineer. New marbelite street light poles with LED light fixtures shall be installed in accordance with City of Rialto Standard Drawings.
53. All broken or off-grade street and sidewalk improvements along the project frontage of Willow Avenue shall be repaired or replaced, as required by the City Engineer.
54. Construct a commercial driveway approach in accordance with City of Rialto Standard Drawings. The driveway approach shall be constructed so the top of "X" is 5 feet from the property line, or as otherwise approved by the City Engineer. Nothing shall be constructed or planted in the corner cut-off area which does or will exceed 30 inches in height required to maintain an appropriate corner sight distance.
55. Construct a curb ramp meeting current California State Accessibility standards along both sides of the commercial driveway approach. The developer shall ensure that an appropriate path of travel, meeting ADA guidelines, is provided across the driveway, and shall adjust the location of the access ramps, if necessary, to meet ADA guidelines, subject to the approval of the City Engineer. If necessary, additional pedestrian and sidewalk easements shall be provided on-site to construct a path of travel meeting ADA guidelines.

Bloomington Avenue

56. The applicant shall dedicate additional right-of-way along the entire frontage of Bloomington Avenue, as necessary, to provide the ultimate half-width of 60 feet, as required by the City Engineer.
57. The applicant shall dedicate property line corner cutbacks at the east and west corners of all proposed driveways on Bloomington Avenue, in accordance with City Standard SC-235, as required by the City Engineer.
58. Construct a 5 foot wide sidewalk behind curb along the entire frontage in accordance with City of Rialto Standard Drawings.

59. Construct an 8-inch curb and gutter, matching existing curb and gutter located at 47 feet from centerline along the entire frontage in accordance with City of Rialto Standard Drawings.
60. Remove existing, and construct new pavement with a minimum pavement section of 5 inches asphalt concrete pavement over 6 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, along the entire frontage in accordance with City of Rialto Standard Drawings. The pavement section shall be determined using a Traffic Index ("TI") of 10. The pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.
61. The applicant shall construct curb ramps meeting current California State Accessibility standards at the east and west corners of all proposed driveways on Bloomington Avenue, in accordance with the City of Rialto Standard Drawings.
62. The applicant shall construct a new underground electrical system for public street lighting improvements along the project frontage of Bloomington Avenue, as determined necessary by the City Engineer. New marbelite street light poles with LED light fixtures shall be installed in accordance with City of Rialto Standard Drawings.
63. All broken or off-grade street and sidewalk improvements along the project frontage of Bloomington Avenue shall be repaired or replaced, as required by the City Engineer.
64. Construct a commercial driveway approach in accordance with City of Rialto Standard Drawings. The driveway approach shall be constructed so the top of "X" is 5 feet from the property line, or as otherwise approved by the City Engineer. Nothing shall be constructed or planted in the corner cut-off area which does or will exceed 30 inches in height required to maintain an appropriate corner sight distance.
65. Construct a curb ramp meeting current California State Accessibility standards along both sides of the commercial driveway approach. The developer shall ensure that an appropriate path of travel, meeting ADA guidelines, is provided across the driveway, and shall adjust the location of the access ramps, if necessary, to meet ADA guidelines, subject to the approval of the City Engineer. If necessary, additional pedestrian and sidewalk easements shall be provided on-site to construct a path of travel meeting ADA guidelines.

Sanitary Sewer

66. The applicant shall submit sewer improvement plans prepared by a California registered civil engineer to the Public Works Engineering Division. The plans shall be approved by the City Engineer prior to approval of Tract Map No. 20009.
67. The applicant shall construct an 8 inch V.C.P. sewer lateral connection to the sewer main within Willow Avenue as necessary to provide sewer services to the new residential development. All sewer shall be installed in accordance with City of Rialto Standard

Drawings and as required by the City Engineer. All on-site sewer will be privately maintained.

68. The developer shall connect to the City of Rialto sewer system and apply for a sewer connection account with Rialto Water services.
69. Prior to issuance of a certificate of occupancy or final City approvals, provide certification from Rialto Water Services to demonstrate that all water and/or wastewater service accounts have been documented.

Domestic Water

70. Domestic water service to the underlying property is provided by Rialto Water Services. New domestic water service shall be installed in accordance with Rialto Water Services requirements. Contact Rialto Water Services at (909) 820-2546 to coordinate domestic water service requirements.
71. The applicant shall install a new domestic water line lateral connection to the main water line within either Bloomington Avenue or Willow Avenue, pursuant to the Rialto Water Services requirements. A water line plan shall be approved by Rialto Water Services prior to approval of Tract Map No. 20009.

On-site

72. Development of the site is subject to the requirements of the National Pollution Discharge Elimination System (NPDES) Permit for the City of Rialto, issued by the Santa Ana Regional Water Quality Control Board, Board Order No. R8-2010-0036. Pursuant to the NPDES Permit, the developer shall ensure development of the site incorporates post-construction Best Management Practices ("BMPs") in accordance with the Model Water Quality Management Plan ("WQMP") approved for use for the Santa Ana River Watershed. The developer is advised that applicable Site Design BMPs will be required to be incorporated into the final site design, pursuant to a site specific WQMP submitted to the City Engineer for review and approval.
73. The minimum pavement section for all on-site pavements shall be 2½ inches asphalt concrete pavement over 4 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

Grading

74. The applicant shall submit a Grading Plan prepared by a California registered civil engineer to the Public Works Engineering Division for review and approval. The Grading Plan shall be approved by the City Engineer prior to approval of Tract Map No. 2009.

75. The applicant shall submit a Water Quality Management Plan identifying site specific Best Management Practices ("BPMs") in accordance with the Model Water Quality Management Plan ("WQMP") approved for use for the Santa Ana River Watershed. The site specific WQMP shall be submitted to the City Engineer for review and approval with the Grading Plan. A WQMP Maintenance Agreement shall be required, obligating the property owner(s) to appropriate operation and maintenance obligations of on-site BMPs constructed pursuant to the approved WQMP. The WQMP and Maintenance Agreement shall be approved prior to approval of Tract Map No. 20009.
76. The applicant shall prepare a Notice of Intent (NOI) to comply with the California General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified September 2, 2009) is required via the California Regional Water Quality Control Board online SMARTS system. A copy of the executed letter issuing a Waste Discharge Identification (WDID) number shall be provided to the City Engineer prior to issuance of a grading or building permit. The applicant's contractor shall prepare and maintain a Storm Water Pollution Prevention Plan ("SWPPP") as required by the General Construction Permit. All appropriate measures to prevent erosion and water pollution construction shall be implemented as required by the SWPPP.
77. The applicant shall submit a Geotechnical/Soils Report, prepared by a California registered Geotechnical Engineer, for and incorporated as an integral part of the grading plan for the proposed development. A copy of the Geotechnical/Soils Report shall be submitted to the Public Works Engineering Division with the first submittal of the Precise Grading Plan.
78. The applicant shall provide elevation certifications for all building pads in conformance with the approved Grading Plan.
79. Prior to the issuance of a certificate of occupancy or final City approvals, the applicant shall demonstrate that all structural BMP's have been constructed and installed in conformance with approved plans and specifications, and as identified in the approved WQMP.
80. Prior to commencing with any grading, the required erosion and dust control measures shall be in place. In addition, the following shall be included if not already identified:
 - a. Perimeter screened fencing
 - b. Contractor information signage including contact information along Bloomington Avenue and Willow Avenue
81. All stormwater runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all stormwater runoff falling on the site, on-site retention or other facilities approved by the City Engineer shall be required to contain the increased stormwater runoff generated by the development of the property. Provide a hydrology study to determine the volume of increased stormwater runoff due to development of the site, and to determine required stormwater runoff mitigation measures for the proposed development. Final retention basin sizing and other stormwater runoff mitigation measures shall be determined upon review and approval of the hydrology study by

the City Engineer and may require redesign or changes to site configuration or layout consistent with the findings of the final hydrology study. The volume of increased stormwater runoff to retain on-site shall be determined by comparing the existing “pre-developed” condition and proposed “developed” condition, using the 100-year frequency storm.

82. Direct release of on-site nuisance water or stormwater runoff shall not be permitted to the adjacent public streets. Provisions for the interception of nuisance water from entering adjacent public streets from the project site shall be provided through the use of a minor storm drain system that collects and conveys nuisance water to landscape or parkway areas, and in only a stormwater runoff condition, pass runoff directly to the streets through parkway or under sidewalk drains.

Map

83. The applicant shall submit a final map (Tract Map No. 20009), be prepared by a California registered Land Surveyor or qualified Civil Engineer, to the Public Works Engineering Division for review and approval. A Title Report prepared for subdivision guarantee for the subject property, the traverse closures for the existing parcel and all lots created therefrom, and copies of record documents shall be submitted with Tract Map No. 20009 to the Public Works Engineering Division as part of the review of the Map. Tract Map No. 20009 shall be approved by the City Council prior to issuance of any building permits.
84. In accordance with Government Code 66462, all required public improvements shall be completed prior to the approval of a final map (Tract Map No. 20009). Alternatively, the applicant may enter into a Subdivision Improvement Agreement to secure the cost of all required public improvements at the time of requesting the City Engineer’s approval of Tract Map No. 20009. If a Subdivision Improvement Agreement is requested by the applicant, a fee of \$2,000 shall be paid for preparation and processing of the Subdivision Improvement Agreement. The applicant will be required to secure the Subdivision Improvement Agreement pursuant to Government Code 66499 in amounts determined by the City Engineer.

FIRE DEPARTMENT – KERRI WALTON, Assistant Fire Marshal

(909) 820-2691

kw Walton@confire.org

85. Fire apparatus access roads shall be required for any building constructed where any portion of an exterior wall is located more than 150 feet from Fire Department vehicle access. Fire apparatus roads shall have an unobstructed width of not less than twenty-six (26) feet and an unobstructed vertical clearance of not less than fourteen (14) feet, six (6) inches. Gates must also be (26) feet.

BUILDING DIVISION – JAMES CARO, Building & Code Enforcement Manager

(909) 421-4962

jcaro@rialto.ca.gov

86. Provide three to five (3-5) full sets of construction plans and documentation for plan review of the proposed project. Below you will find a list of the plans and documents Building and Safety will need for plan review. The initial plan review will take approximately two weeks on most projects.

87. Provide the following sets of plans and documents.

Building and Safety submittal's required at first plan review.

- (3-5) Full Architectural and Structural Plans with all MEP plans
- (2) Structural Calculations
- (2) Sets of Truss Calculations and Layout
- (2) Rough Grading Plans approved by Engineering
- (2) Water Quality Management Plan, (WQMP) and Erosion Control Plan
- (2) Storm water Pollution Prevention Plan
- (2) Title 24 Energy Calculations

Building & Safety General Information

88. All structures shall be designed in accordance with the 2013 California Building Code, 2013 California Mechanical Code, 2013 California Plumbing Code, and the 2013 California Electrical Code, 2013 Residential Code and the 2013 California Green Buildings Standards adopted by the State of California.
89. The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall obtain clearances from each department and division prior to requesting a final building inspection from Building & Safety. Each department shall sign the bottom of the Building & Safety Job Card.
90. Building & Safety inspection requests can be made twenty four (24) hours in advance for next day inspection. Please contact (909) 820-2505 to schedule an inspection. You may also request inspections at the Building & Safety public counter.
91. All construction sites must be protected by a security fence and screening. The fencing and screening shall be maintained at all times to protect pedestrians.
92. Temporary toilet facilities shall be provided for construction workers. The toilet facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non-sewer type shall conform to ANSI ZA.3.
93. Design criteria for the City of Rialto are: Ultimate wind speed of 130, exposure C seismic zone D.

94. Construction projects which require temporary electrical power shall obtain an Electrical Permit from Building & Safety. No temporary electrical power will be granted to a project unless one of the following items is in place and approved by Building & Safety and the Planning Department.
 - a. Installation of a construction trailer, or,
 - b. Security fenced area where the electrical power will be located.
95. Installation of construction/sales trailers must be located on private property. No trailers can be located in the public street right of way.
96. Site development and grading shall be designed to provide access to all entrances and exterior ground floors exits and access to normal paths of travel, and where necessary to provide access. Paths of travel shall incorporate (but not limited to) exterior stairs, landings, walks and sidewalks, pedestrian ramps, curb ramps, warning curbs, detectable warning, signage, gates, lifts and walking surface materials. The accessible route(s) of travel shall be the most practical direct route between accessible building entrances, site facilities, accessible parking, public sidewalks, and the accessible entrance(s) to the site, California Building Code, (CBC) Chapter 11, Sec, 11A and 11B.
97. Site facilities such as parking open or covered, recreation facilities, and trash dumpster areas, and common use areas shall be accessible per the CBC, Chapter 11.
98. Separate permits are required for all accessory structures; example would be detached trash enclosures, patios, block walls, and storage buildings.
99. Pursuant to the California Business and Professions Code Section 6737, most projects are required to be designed by a California Licensed Architect or Engineer. The project owner or developer should review the section of the California Codes and comply with the regulation.
100. Fire sprinklers, fire alarm systems and fire hydrant plans shall be submitted for plan review concurrently with building plans and shall be approved prior to permit issuance.
101. When required, three (3) copies of the building plans shall be submitted to the County Department of Environmental Health for approval, prior to submittal of the plans to the Building Division for plan review. Permits will not be issued or plans approved until two copies of the approved health plans have been received and reviewed by the Building Division.
102. Normal Building Division business hours are Monday through Thursday between 7:00 a.m. and 6:00 p.m. Normal Inspection hours are 8:00 am to 5:00pm. Inspection requests shall be made at least one business day prior to the inspection date. No overtime inspections are available and deputy inspectors **shall not** perform required inspection under any circumstance.

103. Permitted hours for construction work from October 1st through April 30th are Monday through Friday, 7:00 a.m. to 5:30 p.m. and Saturday 8:00 a.m. to 5:00 p.m. From May 1st through September 30th permitted hours for construction is Monday- Friday, 6:00 a.m. to 7:00 p.m. and Saturday 8:00 a.m. to 5:00 p.m. Construction is prohibited on Sundays and State holidays.
104. Place PPD conditions of approval on the plans and include the PPD number on right bottom corner cover page in 20" point bold.
105. All construction and demo debris shall be recycled using an approved City of Rialto recycling facility. Copies of receipts for recycling shall be provided to the City Inspector and a copy shall be placed in the office of the construction site.

Building & Safety Conditions

106. Prior to the issuance of a Building Permit, the applicant shall pay all Development Improvement Fee's to the City; this also includes school fees and outside agency fees such as sewer water and utilities. Copies of receipts shall be provided to Building & Safety prior to permit issuance.
107. Prior to issuance of a Building Permit all of the following must be in place: all BMP's, portable toilet with hand wash station, fencing and signage on each adjacent street saying "If there is any dust or debris coming off this site please contact (superintendent number here) or the AQMD if the problem is not being resolved" or something similar to this.
108. All on site utilities shall be underground to the new proposed structure unless prior approval has been obtained by the utility company or the City.
109. Prior to issuance of Building Permits, on site water service shall be installed and approved by the responsible agency. On site fire hydrants shall be approved by the Fire Department. No flammable materials will be allowed on the site until the fire hydrants are established and approved.
110. Prior to issuance of Building Permits, site grading final and pad certifications shall be submitted to Building & Safety to include elevation, orientation, & compaction. The certifications are required to be signed by the engineer of record.
111. Prior to issuance of Building Permits, school fees need to be paid to school district where project is located.
112. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES) and the current County of San Bernardino Storm Water Permit, MS-4.

POLICE DEPARTMENT –JOSHUA LINDSAY, Sergeant
(909) 820-2646
jlindsay@rialtopd.com

113. Knox boxes. All gates; pedestrian, electrically controlled access gates and crash gates, shall have, immediately adjacent to them, a Knox box to facilitate the entry of safety personnel. Knox boxes shall be installed in such a manner as to resist vandalism, removal, or destruction by hand.

**BUSINESS LICENSE DIVISION – GINA M. GIBSON, Planning Manager/
GUADALUPE C. ROBLES, Business License Inspector**
(909) 820-2517
ggibson@rialtoca.gov/ grobles@rialtoca.gov

The City of Rialto established the Business License tax program pursuant to Chapter 5 of the Rialto Municipal Code and City of Rialto Ordinance 5280. The following conditions of approval shall be met to comply with the Rialto Business License tax revenue requirements for each business and each set of books associated with the site:

114. Prior to issuance of Building Permits, the Developer or General Contractor shall identify each contractor and subcontractor hired to work at the job site on the Contractor Sublist form and return it to the Business License Division with a Business License application and the Business License tax fee based on the **Contractors** tax rate for each contractor listed on the form (See attached).

ECONOMIC DEVELOPMENT - GREG LANTZ, Economic Development Manager
(909) 820-8016
glantz@rialtoca.gov

115. The proposed project is subject to the payment of Development Impact Fees pursuant to Rialto Municipal Code, Section 3.33.

116. The Project is classified as a Residential development consisting of:

33 Single Family Homes – PPD No. 2444 - Tract Map 20009

117. Applicant/Developer shall be assessed and shall pay the following development impact fees estimated below prior to the issuance of building permits OR prior to issuance of Certificate of Occupancy (Residential Only). Fees noted below are subject to annual adjustments as established by the current fee ordinance. Fees shall be assessed and paid at the current amount as of the date payment is made in full.

DEVELOPMENT IMPACT FEE CALCULATIONSOwner/Developer: **R.C HOBBS COMPANY**PPD **2444**

Site Address: **North Ash Avenue** **4.67** AC **7.2** DU/AC **sq**

TRACT/PARCEL MAP **20009**

APN#

FY 2016-17 Fee Estimate

Impact Fee Category	Agency	Unit	Fee/Unit	Fee Assessed
210-400-4760-7639 Park Development	City of Rialto	33 du	\$ 3,217.43	\$ 106,175.19
217-400-5176-7679 Fire Facilities	City of Rialto	33 du	\$ 973.94	\$ 32,140.02
270-400-2147-7679 General Facilities	City of Rialto	33 du	\$ 1,864.03	\$ 61,512.99
270-400-4315-7679 Library Facilities	City of Rialto	33 du	\$ 333.24	\$ 10,996.92
218-400-6282-7679 Law Enforcement	City of Rialto	33 du	\$ 1,323.31	\$ 43,669.23
220-400-8348-7679 Open Space	City of Rialto	33 du	\$ 606.82	\$ 20,025.06
230-400-4720-7662 Storm Drain	City of Rialto	33 du	\$ 3,638.82	\$ 120,081.06
250-400-4314-7679 Street Medians	City of Rialto	33 du	\$ 53.46	\$ 1,764.18
250-400-4312-7679 Transportation Facilities Fee	City of Rialto	33 du	\$ 2,858.44	\$ 94,328.52 ²
660-400-7150-7703 Wastewater Collection	City of Rialto	33 du	\$ 1,827.47	\$ 60,306.61
660-400-7656-7705 Wastewater Connection	City of Rialto	33 edu	\$ 3,310.95	\$ 109,261.35
670-400-7953-7679 Water Facilities Fees				
SFR Domestic Meter 1"	City of Rialto	33 1"	\$ 7,793.64	\$ 257,190.12 ¹
Common Area/ Landscape	City of Rialto	1 2"		\$ 40,849.39
670-400-7952-7677 Fire Line Service Development Fee (1")	City of Rialto	33	\$ 600.00	\$ 19,800.00
			\$ 28,401.55	\$ 978,100.54

OTHER CONDITIONS / FEESCEQA Fair Shares **N/A** \$ -**GRAND TOTAL** **\$978,100.54****OTHER FEES PAYABLE TO RWS**

Sewer Service Deposit (outside City Water District)			N/A	\$ -
Water Meter Fee - 2"	RWS	1 ea	\$ 779.40	\$ 779.40
Water Meter Deposit Fee - 2"	RWS	1 ea	\$ 487.10	\$ 487.10
Water Meter Fee - 1"	RWS	33 ea	\$ 414.00	\$ 13,662.00
Water Meter Deposit Fee - 1"	RWS	33 ea	\$ 127.80	\$ 4,217.40
				\$ 17,879.40

Notes:

- 1 Water Facilities Fees for the SFR to be assessed per Resolution 6666 - Install a 1" meter -assess a 3/4" capacity fee + 1" Fire Line
- 2 Regional Traffic Fee is subject to additional increase effective January 1, 2017. Regional Traffic Fee will increase to \$3,533 per du
- 3 Fees are due and payable at time of permit issuance; however, residential project may request a fee deferral until Final Inspection
- 4 Projects that request a fee deferral will be subject to fee increases that become effective prior to the final payment of Fees.

118. Applicant/Developer has the right to protest the imposition of any development impact fee or exaction for the project. Developer shall have ninety (90) days from the date these conditions are established in which to challenge or protest the amount of the fees or exactions assessed upon the project.

119. Applicant/Developer shall use best faith efforts to recruit and hire local contractors, laborers, and resident for any full and part time construction related employment opportunities.

120. Applicant/Developer shall use best faith efforts to require all contractors to purchase all construction related materials from local vendors and suppliers. Developer/Applicant shall

designate and/or require their contactors and suppliers to designate the City of Rialto as the point of sale for all taxable materials and equipment purchased for the project.

Rialto Water Service/ Veolia – Chipper Greene, IPP Coordinator
(951) 833-3470

chipper.greene@veolia.com

Water

121. Rialto Water Services (RWS) serves water in the area of the proposed development of thirty-three (33) single-family residences on 4.57 acres of land located at the SWC of Bloomington Avenue and Willow Avenue within the Planned Residential Development-Detached (PRD-D) zone. The proposed project can be connected to an 8" ACP water main that exists on Willow Avenue (east of project). A separate meter shall be required for irrigation with a proper backflow device. This development requires an additional 1" fire service line to be installed per dwelling unit. The developer shall show proof of service being established and a new service application shall be completed. These documents can be obtained at our customer service office on 437 N. Riverside Ave., Rialto, CA 92376.

Sewer

122. RWS serves sewer in this area. An 18" VCP sewer main exists on Willow Avenue (east of project). The proposed sewer waste discharged from the project will not present any impact to the City of Rialto WWTP. The developer shall show proof of service being established and a new service application shall be completed. These documents can be obtained at our customer service office on 437 N. Riverside Ave., Rialto, CA 92376.

Approval of **Precise Plan of Design No. 2444** shall not be final until the applicant has signed the enclosed Statement of Acceptance of Conditions of Approval. The Building and Public Works Department will not begin plan checking for building or grading permits until the signed Statement of Acceptance has been filed with the Planning Division.

DRC approval, as outlined above, does not necessarily imply immediate issuance of building or grading permits. Where applicable, the applicant is required to submit final engineering and building plans and specifications to the Public Works and the Building Division for plan checking. Time frames for this processing will vary depending on City workload, the complexity of the project and timely submittals.

If you are aggrieved by any of the Conditions set forth in this approval letter, please contact the appropriate staff member as identified in the Conditions of Approval. If you still wish to discuss the justification for a particular condition and prefer to discuss this with the Development Review Committee (DRC), please contact the Planning Division at (909) 820-2535, in order to schedule a meeting with the DRC. Pursuant to City Council Resolution No. 2507, if you still do not concur with the Conditions of Approval by the (DRC), you may appeal the DRC conditions to the Planning Commission. The written appeal shall be filed to the Development Services Department and shall specifically state why you disagree with the Conditions of Approval set forth by the DRC.

Additionally, please take the time to complete the enclosed *Development Review Process Survey*. Your input will greatly assist us in providing the best possible service to residents, developers, and organizations doing business within the City of Rialto.

Should you have any questions or if we may be of any assistance, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gina M. Gibson-Williams". The signature is fluid and cursive, with the last name being the most prominent part.

Gina M. Gibson- Williams
Planning Manager

Enclosure

cc: Development Review Committee



City of Rialto

California

DEVELOPMENT REVIEW COMMITTEE

STATEMENT OF ACCEPTANCE

I, _____, dba _____, do hereby
state that I am aware of all Conditions of Approval for **Precise Plan of Design No. 2444**
and do hereby agree to accept and abide by all conditions set forth in the approval letter
dated November 9, 2016.

(Signature)

(Date)

**CITY OF RIALTO
DEVELOPMENT SERVICE DEPARTMENT
DEVELOPMENT REVIEW PROCESS SURVEY**

DATE: _____ PROJECT No.: _____ CONTACT PERSON: _____ PHONE: _____

COMPANY/ORGANIZATION: _____

ADDRESS: _____

<i>Please check appropriate box:</i>	Yes	No		Yes	No
Was the Development review process explained thoroughly and clearly?			Did your company/organization receive the conditions of approval in a timely manner?		
Were questions regarding the development answered or referred to a staff member who could assist you?			Were the conditions of approval clear and understandable?		
Did staff respond to your questions in a timely and professional manner?			Was the development impact fee process explained thoroughly?		
Were you contacted during the development review process by a staff member offering assistance?			Were the appropriate development impact fees identified for your project?		
If told that a staff member would contact you with an answer, were you contacted?			Were the preliminary development impact fees for your project calculated and provided prior to your submittal for building plan check?		

How many days did it take a staff member to contact you? (Please check one):
☐ 1 day or less ☐ 2 – 5 days ☐ A week or more *If a week or more, please state how long: _____

What can we do to improve the development review process? _____

Any additional comments/suggestions: _____

Thank you for taking the time to assist us in making Rialto a city where residents, developers, and organizations would like to do business again!



City of Rialto
Sub-Contractor Report
150 S. Palm Avenue
Rialto, CA 923376

Business License
Ph. (909) 820-2517
Fax (909) 873-4814

Building
Ph. (909) 820-2505
Fax (909) 873-4814

NOTICE

To: All General Contractors and Developers

It is a requirement of the Rialto Municipal Code that all contractors and sub-contractors operating in the City of Rialto have a current City business license. In order to maintain compliance with this Code, please complete this sub-contractor list and return it to the Building Division prior to calling for your first inspection involving that trade.

COMPLETE SUBLIST ☐

PARTIAL SUBLIST ☐

DATE: _____

BLG PERMIT NO.: _____

JOB LOCATION: _____

NAME OF OWNER: _____

ADDRESS: _____

GEN CONTRACTOR: _____

ADDRESS: _____

GEN CONTRACTOR BL NO: _____

PHONE NO: _____

Job Type	CA Lic. #	Name	Address	City	State	Zip	Phone	City BL #
Acoustical								
Air Conditioning								
Alarm/Guard Service								
Appliance Service								
Architect								
Asphalt Paving								
Carpentry								
Cabinets/Installations								
Ceilings								
Cement Finishing								
Cement Foundations								
Cleaning Service/On Site								
Drapes/Window Coverings								
Drywall								
Dock Equipment								
Door and Hardware								
Electrical								
Electric Garage Door Opener								

Job Type	CA Lic. #	Name	Address	City	State	Zip	Phone	City BL #
Excavating								
Fences								
Fireplace								
Fire Sprinklers								
Floors/Carpets/Etc.								
Framing								
Glass/Glazing								
Grade/Excavate								
Heating/Ventilation								
Insulation								
Interior Decorator								
Landscaping								
Lathing								
Light Fixtures Indoor/Outdoor								
Linoleum/Vinyl								
Masonry								
Metal/Ornamental								
Painting Inside/Outside								
Paving								
Pipeline								
Plastering								
Plumbing								
Real Estate Broker/Sales								
Refrigeration/Air Conditioning								
Roofing								
Sandblasting								
Sanitation Facilities/On Site								
Sewer and Piping								
Sheet Metal								
Signs								
Sinks/Tubs/Toilets/Etc.								
Steel Structural								
Swimming Pool/Spa								
Tile Entry/Counter Tops								
Tennis Courts								
Trash Disposal/On Site								
Walks/Curbs/Drives/Gutters								
Weather-strip								
Welding								
Upgrading								
Other Trades Not Specified								

EXHIBIT "C"

TENTATIVE TRACT NO. 20009

(Subdivision/Unit No.)

RIALTO 33, LLC

(Subdivider)

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Rialto for the above-referenced Subdivision, Subdivider hereby warrants to the City of Rialto that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

Exhibit "C"

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Rialto, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Rialto.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: September 27, 2017

SUBDIVIDER*

By: ROGER C. HOBBS



*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.

Exhibit "B"

**CITY OF RIALTO
MONUMENTATION BOND**

Bond No. 652342S

Premium: \$100.00

WHEREAS, the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California (hereinafter designated as the "City"), and RIALTO 33, LLC, (hereinafter designated as the "Principal"), have entered into a Subdivision Improvement Agreement for (Tract/Parcel) Map No. 20009, (the "Agreement"), whereby Principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____, 2017, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement and the payment of the engineer or surveyor for the setting of said monuments.

NOW, THEREFORE, we, the Principal and Developers Surety and Indemnity Company, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, as Surety, are held firmly bound unto the City in the penal sum of THREE THOUSAND SEVEN HUNDRED dollars (\$ 3,700.00) 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 above bounded 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 Agreement, including the setting of monuments, and any changes, additions or alterations thereto, 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.

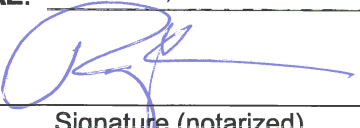
As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included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

The Surety, for value received, 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 anyway affect its obligations on this Performance 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.

Monumentation Bond
Page 2

IN WITNESS WHEREOF, this Monumentation Bond has been duly executed by the Principal and Surety above named, on September 26th, 2017.

PRINCIPAL: RIALTO 33, LLC

By: 
Signature (notarized)

By: _____
Signature (notarized)

Name: ROGER C. HOBBS

Name: _____

Title: MANAGING MEMBER

Title: _____

(This Monumentation Bond must be signed in the above space by one that can show signature authority to bind the Principal for purposes of this Bond.)

Please see attached for
CA Civil Code Section 1189
compliant acknowledgment.

State of _____)
County of _____)

This Monumentation Bond must be signed in the above space by one that can show signature authority to bind the Principal for purposes of this Bond.)

State of _____)
County of _____)

On _____
before me, _____
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 his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

On _____
before me, _____
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 his/her/their authorized capacity(ies), and that by his/her/their signatures(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.

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.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

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 9/28/2017 before me, Suzanne Kay, notary public
(Here insert name and title of the officer)

personally appeared Roger C. Hobbs
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.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Realto:
(Title or description of attached document)
monumentation Bond
(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

- (Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

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.

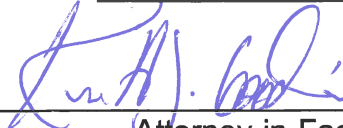
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- 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.
- 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 corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Monumentation Bond
Page 3

Notary Seal:

Notary Seal:

SURETY: Developers Surety and Indemnity Company

By:  Kenneth J. Goodwin
Attorney-in-Fact

State of _____)
County of _____)

On _____ before me, _____,
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
his/her/their authorized capacity(ies), and that by his/her/their signatures(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.

Notary Signature: _____

Notary Seal:

Monumentation Bond

Page 4

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and the Surety, if required, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Developers Surety and Indemnity Company

17771 Cowan, Suite 100

Irvine, CA 92614

(Name and Address of Agent or
Representative for service of
process in California if
different from above)

(Telephone Number of Surety and
Agent or Representative for
service of process in California)

(925) 288-6795

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

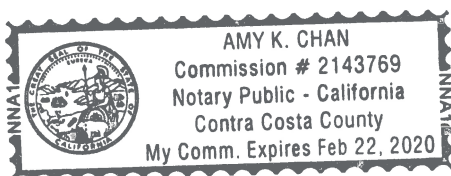
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On September 26, 2017 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kenneth J. Goodwin
Name(s) or 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.

Place Notary Seal Above

Signature 
signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document Bond Number: 652342S

Document Date: September 26, 2017 Number of Pages: Four(04)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth J. Goodwin
Individual

Corporate Officer — Title(s): _____

Partner ☐ Limited ☐ General

☒ Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____
Developers Surety
and Indemnity Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner ☐ Limited ☐ General

☐ Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

*** John J. Daley, Kenneth J. Goodwin, Linda Byas-Barnett, jointly or severally***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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

State of California
County of Orange

On February 6, 2017 before me,
Date

Lucille Raymond, Notary Public
Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

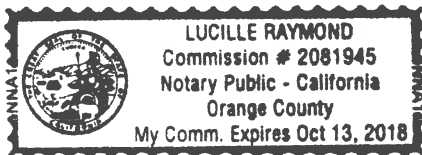
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Lucille Raymond
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 26th day of September 2017

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

ATS-1002 (02/17)



**CITY OF RIALTO
FAITHFUL PERFORMANCE BOND**

Bond No. 652341S

Premium: \$12,146.00

WHEREAS, the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California (hereinafter designated as the "City"), and RIALTO 33, LLC, (hereinafter designated as the "Principal"), have entered into a Subdivision Improvement Agreement for (Tract/Parcel) Map No. 20009, (the "Agreement"), whereby Principal agrees to install and complete certain designated public improvements, which said Agreement, dated , 2017, is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement.

NOW, THEREFORE, we, the Principal and Developers Surety and Indemnity Company, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, as Surety, are held firmly bound unto the City in the penal sum of FINE HUNDRED AND SIX THOUSAND AND SEVENTY NINE dollars (\$ 506,079.00) 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 above bounded 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 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.

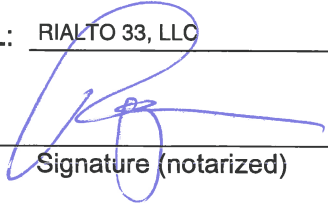
As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment 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 anyway affect its obligations on this Performance 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.

Performance Bond
Page 2

IN WITNESS WHEREOF, this Performance Bond has been duly executed by the Principal and Surety above named, on September 26th, 2017.

PRINCIPAL: RIALTO 33, LLC

By: 
Signature (notarized)

By: _____
Signature (notarized)

Name: ROGER C. HOBBS

Name: _____

Title: MANAGING MEMBER

Title: _____

(This Performance Bond must be signed in the above space by one that can show signature authority to bind the Principal for purposes of this Performance Bond.) Please see attached for

This Performance Bond must be signed in the above space, by a person that can show signature authority to bind the Principal for purposes of this Performance Bond.)

State of CA Civil Code Section 1189
County of compliant acknowledgment.

State of _____)
County of _____)

On _____
before me, _____
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 his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

On _____
before me, _____
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 his/her/their authorized capacity(ies), and that by his/her/their signatures(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.

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.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

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 9-28-2017 before me, Suzanne Kay, notary public
(Here insert name and title of the officer)

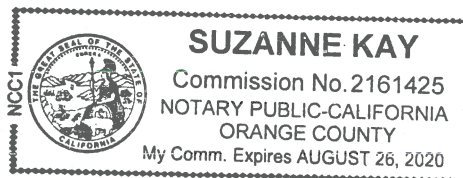
personally appeared Roger C. Hobbs
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Rialto: Faithful
(Title or description of attached document)

Performance Bond
(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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.
- 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 corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Performance Bond
Page 3

Notary Seal:

Notary Seal:

SURETY: Developers Surety and Indemnity Company

By: 
Attorney-in-Fact

State of _____)
County of _____)

On _____ before me, _____,
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
his/her/their authorized capacity(ies), and that by his/her/their signatures(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.

Notary Signature: _____

Notary Seal:

Performance Bond
Page 4

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and the Surety, if required, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Developers Surety and Indemnity Company

17771 Cowan, Suite 100

Irvine, CA 92614

(Name and Address of Agent or
Representative for service of
process in California if
different from above)

(Telephone Number of Surety and
Agent or Representative for
service of process in California)

(925) 288-6795

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

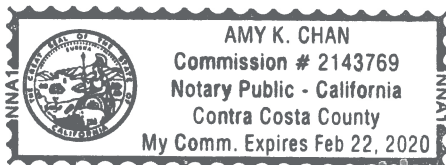
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Contra Costa

On September 26, 2017 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kenneth J. Goodwin
Name(s) or 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.

Place Notary Seal Above

Signature 
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document Bond Number: 652341S

Document Date: September 26, 2017 Number of Pages: Four(04)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth J. Goodwin
Individual

Corporate Officer — Title(s): _____

Partner ☐ Limited ☐ General

☒ Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

Developers Surety

and Indemnity Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner ☐ Limited ☐ General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

John J. Daley, Kenneth J. Goodwin, Linda Byas-Barnett, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President

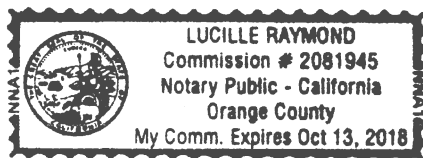


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

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 *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 26th day of September, 2017.

By: *Cassie J. Barrisford*
Cassie J. Barrisford, Assistant Secretary

ATS-1002 (02/17)



**CITY OF RIALTO
LABOR & MATERIALS (PAYMENT) BOND**

Bond No. 652341S

Included in Performance

Premium: Bond

WHEREAS, the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California (hereinafter designated as the "City"), and RIALTO 33, LLC, (hereinafter designated as the "Principal"), have entered into a Subdivision Improvement Agreement for (Tract/Parcel) Map No. 20009, (the "Agreement"), whereby Principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____, 20¹⁷, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Agreement, Principal is required before entering upon the performance of the work to be undertaken to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, Principal and Developers Surety and Indemnity Company, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Agreement, and referred to in the aforesaid Civil Code in the sum of FIVE HUNDRED AND SIX THOUSAND AND SEVENTY NINE dollars (\$\$506,079.00), 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 Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Payment Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City 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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

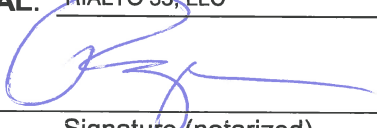
Should the condition of this Payment Bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or the specifications accompanying the same, shall in any manner affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension, alteration or addition.

Payment Bond
Page 2

IN WITNESS WHEREOF, this Payment Bond has been duly executed by the Principal and Surety
above named, on September 26th, 2017.

PRINCIPAL: RIALTO 33, LLC

By: 
Signature (notarized)

By: _____
Signature (notarized)

Name: ROGER C. HOBBS

Name: _____

Title: MANAGING MEMBER

Title: _____

(This Payment Bond must be signed in the above
space by one that can show signature authority to
bind the Principal for purposes of this Bond.)

This Payment Bond must be signed in the above
space by one that can show signature authority to
bind the Principal for purposes of this Bond.)

State of _____)
County of _____)

State of _____)
County of _____)

On _____
before me, _____
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 his/her/their authorized capacity(ies),
and that by his/her/their signatures(s) on the
instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the
instrument.

On _____
before me, _____
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 his/her/their authorized capacity(ies),
and that by his/her/their signatures(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.

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.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal:

Please see attached for
CA Civil Code Section 1189
compliant acknowledgment.

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 9-28-2017 before me, Suzanne Kay, notary public
(Here insert name and title of the officer)

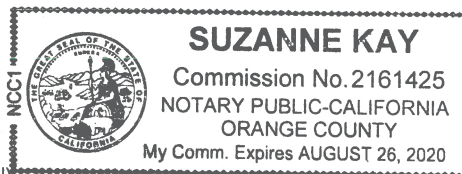
personally appeared Roger C. Hobbs
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that 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]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Rialto: Labor &
(Title or description of attached document)

Materials (Payment) Bond
(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

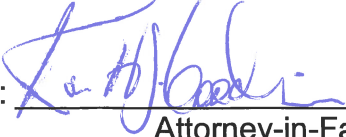
- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

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.
- 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 corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

SURETY: Developers Surety and Indemnity Company

By:  Kenneth J. Goodwin
Attorney-in-Fact

State of _____)
County of _____)

On _____ before me, _____,
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
his/her/their authorized capacity(ies), and that by his/her/their signatures(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.

Notary Signature: _____

Notary Seal:

Payment Bond
Page 4

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and the Surety, if required, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Developers Surety and Indemnity Company

17771 Cowan, Suite 100

Irvine, CA 92614

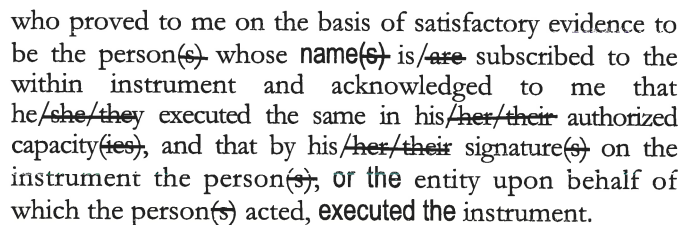
(Name and Address of Agent or
Representative for service of
process in California if
different from above)

(Telephone Number of Surety and
Agent or Representative for
service of process in California)

(925) 288-6795

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.

On September 26, 2017 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Kenneth J. Goodwin
Name(s) or Signer(s)



WITNESS my hand and official seal.

Signature _____
signature of Notary Public

OPTIONAL

Description of Attached Document

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer Is Representing: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

John J. Daley, Kenneth J. Goodwin, Linda Byas-Barnett, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

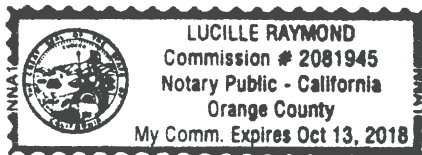
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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 *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 26th day of September, 2017.

By: *Cassie J. Bernisford*
Cassie J. Bernisford, Assistant Secretary

ATS-1002 (02/17)



**CITY OF RIALTO
MAINTENANCE AND WARRANTY BOND**

Bond No. 652341S
Included in Performance
Premium: Bond

WHEREAS, the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California (hereinafter designated as the "City"), and RIALTO 33, LLC, (hereinafter designated as the "Principal"), have entered into a Subdivision Improvement Agreement for (Tract/Parcel) Map No. 20009, (the "Agreement"), whereby Principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____, 2017, is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Agreement to maintain and guarantee the costs or repair and/or replacement of defective materials or defective workmanship in the improvements constructed pursuant to the Agreement, which guarantee shall remain in effect for a period of one (1) year from date of acceptance of work by the City, and to furnish a Maintenance and Warranty Bond for the faithful performance of the Agreement, and the payment of all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of any such maintenance and warranty work.

WHEREAS, Principal has completed the work required by the Agreement, and the City has accepted, or substantially concurrently herewith is accepting, the work, subject to the requirement of delivery of this obligation.

NOW, THEREFORE, we, the Principal, and Developers Surety and Indemnity Company, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, as Surety, are held and firmly bound unto the City, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the Agreement, for one (1) year from and after the date of completion and acceptance of the work required by the Agreement, in the penal sum of FIFTY THOUSAND SIX HUNDRED AND EIGHT dollars (\$ 50,608.00), lawful money of the United States, for replacement and repair of any and all defective materials or defective workmanship within said improvements, and the payment of all materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor in connection with any such maintenance or warranty, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, 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.

It is hereby expressly stipulated and agreed that this Maintenance and Warranty Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The condition of this obligation is such that if the Principal, shall well and truly make good and protect the City against the results of any work or labor done or materials or equipment furnished which are defective or not in accordance with the term of the Agreement having been used or incorporated in any part of the work performed under the Agreement, which shall have appeared or been discovered within said one-year period from final acceptance of the work done under the Agreement, then this obligation shall be null and void; otherwise it 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 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 rendered.

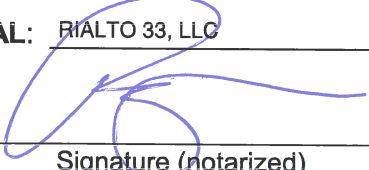
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligations on this Maintenance and Warranty Bond, and it 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.

* * * * *

(Signatures on Next Page)

IN WITNESS WHEREOF, this Maintenance and Warranty Bond has been duly executed
by the Principal and Surety above named, on September 26th, 2017.

PRINCIPAL: RIALTO 33, LLC

By: 
Signature (notarized)

By: _____
Signature (notarized)

Name: ROGER C. HOBBS

Name: _____

Title: MANAGING MEMBER

Title: _____

(This Maintenance and Warranty Bond must be
signed in the above space by one that can show
signature authority to bind the Principal for
purposes of this Bond.)

This Maintenance and Warranty Bond must be
signed in the above space by one that can show
signature authority to bind the Principal for
purposes of this Bond.)

State of _____)
County of _____)

State of _____)
County of _____)

On _____
before me, _____
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 his/her/their authorized capacity(ies),
and that by his/her/their signatures(s) on the
instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the
instrument.

On _____
before me, _____
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 his/her/their authorized capacity(ies),
and that by his/her/their signatures(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.

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.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal:

Please see attached for
CA Civil Code Section 1189
compliant acknowledgment.

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 9/28/2017 before me, Suzanne Kay, notary public
(Here insert name and title of the officer)

personally appeared Roger C. Hobbs
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]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Rialto: Maintenance
(Title or description of attached document)

and Warranty Bond
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

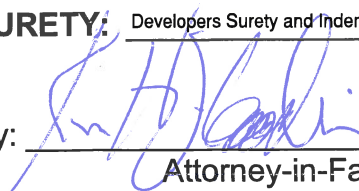
- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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.
- 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 corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

SURETY: Developers Surety and Indemnity Company

By:  Kenneth J. Goodwin
Attorney-in-Fact

State of _____)
County of _____)

On _____ before me, _____,
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
his/her/their authorized capacity(ies), and that by his/her/their signatures(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.

Notary Signature: _____

Notary Seal:

Maintenance Bond
Page 5

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and the Surety, if required, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Developers Surety and Indemnity Company

17771 Cowan, Suite 100

Irvine, CA 92614

(Name and Address of Agent or
Representative for service of
process in California if
different from above)

(Telephone Number of Surety and
Agent or Representative for
service of process in California)

(925) 288-6795

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

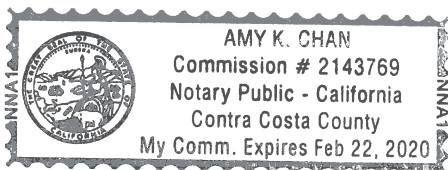
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California _____ }

County of Contra Costa

On September 26, 2017 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kenneth J. Goodwin
Name(s) or Signer(s)



Place Notary Seal Above

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 _____
signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document Bond Number: 652341S

Document Date: September 26, 2017 Number of Pages: Five(05)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth J. Goodwin

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____

Developers Surety

and Indemnity Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

John J. Daley, Kenneth J. Goodwin, Linda Byas-Barnett, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President

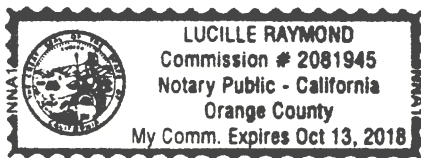


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

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 *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 20th day of September, 2017

By: *Cassie J. Berisford*
Cassie J. Berisford, Assistant Secretary

ATS-1002 (02/17)

