

**SUBDIVISION IMPROVEMENT AGREEMENT**

Tract Map No.: 18974

(Date of Subdivision Map Recordation: 8)

**THIS AGREEMENT** is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and Masters Development, LLC ("Subdivider");

**WHEREAS**, the application for tentative Tract Map No. 18974, was conditionally approved on 10-18-2016; and

**WHEREAS**, Subdivider is the owner of that certain parcel of land defined by the Final Map and Subdivider proposes to do and perform certain work of improvement thereon as set forth in this agreement; and

**WHEREAS**, City desires to assure that the proposed improvements will be done in a good workmanlike manner and in accordance with the laws and standards now in force and effect in the City, the terms and conditions of which are incorporated herein by reference; and

**WHEREAS**, Subdivider declares acknowledgement the pertinent regulations contained in the City Code and in the Subdivision Map Act (Government Code Sections 66410 to 66500) and agrees to comply therewith; and

**WHEREAS**, a Final Map of the subdivision, prepared in accordance with the City's Subdivision Ordinance, has been filed by Subdivider with City for approval by the City Council;

**NOW THEREFORE**, in consideration of the approval and acceptance of the Final Map by the City Council and the acceptance of easements therein offered for dedication for street, utility, and other public purposes and the covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. **General requirements:**

Subdivider shall, at its own cost and expense, provide all required tests, design work, equipment, materials and labor in order to complete all of the improvements as associated with the requirements per the approved project or to the satisfaction of the City Engineer of the City of Fontana. All required improvements have an estimated cost of construction totaling

(\$ 292,352.65 ) as shown on Exhibit "A". Improvements are shown on approved plans on file with City Engineer.

The estimated cost of construction set forth in Exhibit "A" is for estimation purposes only, and for calculation of the amount of securities

City Council, less the total of all claims to which the City has been given proper notice.

Securities may be released upon the final completion and acceptance of the work subject to the provisions herein. The City Council, in its absolute discretion, may release a portion of the security given for faithful performance of the improvement work as the improvement progresses upon application thereof by the Subdivider.

3. **Time of Completion:**

All of the required improvements shall be completed within 24 months from the effective date of this agreement. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Subdivider shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay.

In addition to the extension for the reasons referenced in the foregoing paragraph, Subdivider may submit a written request, Exhibit "B", for a discretionary extension of the time for completion of the improvements to the City Engineer. The City Engineer may grant or reject such extension, in whole or in part or with conditions, in his sole discretion. If an extension of time is granted it shall in no way affect the validity of this contract or release the surety on the securities referenced herein.

In the event that Subdivider fails to complete the improvements within the required period or any approved extension, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Subdivider, or his surety as herein provided. If City pursues completion of the improvement work, it may require Subdivider, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of the improvements.

Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not commence running until Subdivider, or Subdivider's surety pursuant to Section 2 of this Agreement, has provided the City Engineer with written notice of Subdivider's intent to abandon or otherwise not complete the improvements.

4. **Effective Date of Agreement:**

This Agreement shall not become effective unless and until the Subdivision Map has been approved by the City Council of the City of Fontana and also accepted

9. **Superintendence by Subdivider:**

Subdivider shall personally supervise all work involved in the improvements, or shall designate a competent foreman or superintendent, satisfactory to the City Engineer, to supervise the work at all times during progress, with authority to act for Subdivider. In the event satisfactory superintendence is not being exercised by the Subdivider, the City Engineer may order suspension of all work within the subdivision until the deficiency is adequately corrected.

10. **Repair and Replacements:**

Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, or pay to the owner the entire cost of replacement or repairs, for all survey monuments or for any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or by the City or by any public or private corporation, or by any person whomsoever or by combination of such owners. Any such repair or replacement shall be completed in a reasonable manner and subject to the approval of the City Engineer and affected property owner.

11. **Inspection by City:**

Subdivider shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops where the work is in preparation. The cost of inspections shall be paid by the Subdivider.

12. **Approval by City Engineer.**

All required improvements shall be constructed under the inspection of and subject to approval of the City Engineer. Therefore, it is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work to be performed under this contract if such work does not conform to the plans and specifications set forth herein or the City's Codes and standards. Any damage to the improvements (existing or new) that occurs during the course of work performed under this Agreement shall be repaired or replaced, by the Subdivider, to the satisfaction of the City Engineer before the final acceptance of completed work and release of security.

13. **Liability for Performance Injury or Damage:**

Neither the City nor any of its officers or agents shall be liable to Subdivider or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract. Additionally, the City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any

acceptance and approval of any or all of the required improvements in said subdivision.

16. **Relationship of Contractors:**

It is hereby mutually covenanted and agreed by the parties hereto that Subdivider's contractors are not agents of the City, if any, are those of independent contractors.

17. **Repair or Reconstruction of Defective Work:**

If, within a period of up to one year after City Council acceptance of the improvement work performed under this Agreement, any of the improvements for work done under this Agreement fails to fulfill any of the requirements of this Agreement, or the specifications referred to herein, Subdivider shall without delay and without any cost to the City (upon receipt of written notice from the City), repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its own option, make the necessary repairs or replacements or perform the necessary work and offset that amount against any security pledged by Subdivider for faithful performance, labor and materials, or warranty obligations under this agreement.

18. **Warranty:**

Without limiting the foregoing, Subdivider warrants and guarantees: materials used and workmanship performed on said work for a period of one (1) year after completion and acceptance thereof by the City, and the setting of all required Final Map monuments.

19. **Assignment:**

This agreement shall not be assignable by Subdivider without written consent of City.

## 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 San Bernardino)

On January 22, 2020 before me, N. Cruz, Notary Public  
(insert name and title of the officer)

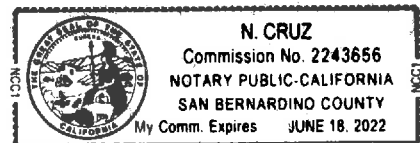
personally appeared Tayseer Mohamad  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

(Seal)



**Exhibit “A”**

**SUBDIVISION IMPROVEMENT  
AGREEMENT**

**INSERT ENGINEER’S**

**COST ESTIMATE**

**IN THIS SPOT**

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State of California  
County of San Bernardino

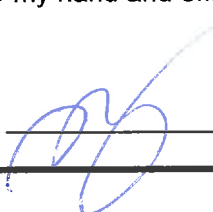
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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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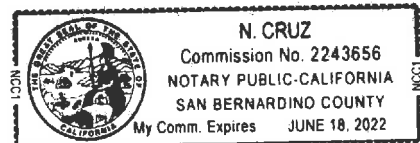
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**APPROVED**

11/27/19  
KJ

STAFF USE ONLY  
ENGINEERING PC NO.

ELPC19-025

**CITY OF FONTANA  
ENGINEERING DEPARTMENT  
COST ESTIMATE \*\*EXHIBIT "A"\*\*\***

SHEET 1

DATE: 10/23/19  
DEVELOPER: Masters Development, LLC  
ENGINEER: HP Engineering, Inc.  
PHONE NO.: 909 335-8238

PROJECT NAME: \_\_\_\_\_  
TRACT MAP NO.: 18974  
PARCEL MAP NO.: \_\_\_\_\_

**STREET IMPROVEMENTS**

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER	484	L.F.	17.00	8,228.00
8" CURB & GUTTER	253	L.F.	19.00	4,807.00
8" THICK CROSS GUTTER	888	S.F.	11.00	9,746.00
4" SIDEWALK	4,301	S.F.	5.00	21,505.00
ACCESS RAMP	2	EA	2500.00	5,000.00
DRIVE WAY APPROACHES	900	S.F.	11.00	9,900.00
ASPHALT CONCRETE DIKES		L.F.	11.00	
FOG SEAL		S.F.	.10	
IMPORTED EMBANKMENT		C.Y.	10.00	
PREPARATION OF SUBGRADE	14,490	S.F.	.50	7,245.00
*A.C.	381	TON	90.00	34,290.00
*A.C. OVERLAY (1" MIN. THICKNESS)	3,420	S.F.	.80	2,736.00
**PCC CURB ONLY (MEDIAN)		L.F.	16.00	
ADJUST SEWER MANHOLE TO GRADE		EA	500.00	
ADJUST SEWER CLEAN OUT TO GRADE		EA	300.00	
ADJUST WATER VALVES TO GRADE		EA	250.00	
BARRICADES		L.F.	40.00	
2 X 4 REDWOOD HEADER	91	L.F.	5.00	455.00
*REMOVAL OF A.C. PAVEMENT	342	S.F.	.66	225.72
**REMOVAL OF P.C.C. CURB		L.F.	6.00	
*REMOVAL OF A.C. BERM		L.F.	5.00	
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	40.00	
BLOCK WALL H=6 FEET		L.F.	50.00	
AGGREGATE BASE	477	TON	30.00	14,310.00
GUARD POSTS		EA	70.00	
GUARD PANEL (WOOD)		L.F.	40.00	
SAWCUT	342	L.F.	3.50	1,197.00
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS	2	EA	250.00	500.00
		EA		
		EA		
		EA		
		EA		

**STREET IMPROVEMENT SUBTOTAL**

**120,144.72**

\* A.C. ASPHALTIC CONCRETE  
\*\* P.C.C. PORTLAND CONCRETE CEMENT  
Revised 12/1/2016 - GM/BC





**TRAFFIC SIGNALS/SIGN/STRIPING**

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	50K	
TWO CORNERS		L.S.	100K	
TRAFFIC SIGNAL NEW		L.S.	250K	
PAINT TRAFFIC STRIPE (1 COAT)	52	L.F.	2.40	124.80
PAINT TRAFFIC STRIPE(2 COATS)		L.F.	.65	
PEDESTRIAN CROSSWALK STRIPING		L.F.	.65	
PAVEMENT MARKER (NON REFLECTIVE)		EA	2.50	
PAVEMENT MARKER (REFLECTIVE)	1	EA	4.00	4.00
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS		EA	250.00	
		EA		
		EA		
<b>TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL</b>				<b>128.80</b>

**CFD LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)**

AREA LANDSCAPED	1,302	S.F.	\$12.00	16,704.00
CENTER MEDIAN		S.F.	\$12.00	
<b>LANDSCAPING IMPROVEMENTS SUBTOTAL</b>				<b>16,704.00</b>

Bond No. 39K000456

Premium \$ 5,847.00

**SECURITY BOND FOR FAITHFUL PERFORMANCE OF  
SUBDIVISION AGREEMENT**

Tract Map No.: 18974

**WHEREAS**, the City Council of the City of Fontana, State of California, and, Masters Development, LLC ("Principal") have entered into an agreement dated 01-22-2016 (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and complete certain designated public improvements; and

**WHEREAS**, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of Fontana to secure faithful performance of the terms of the Agreement.

**NOW, THEREFORE**, Principal and the undersigned as corporate surety, are held and firmly bound unto the City of Fontana in the sum of Two Hundred Ninety Two Thousand Three Hundred Fifty Two and 65/100 (\$ 292,352.65), to assure faithful performance of all terms and conditions of the Agreement.


This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto, are fully and well met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana in the time and manner specified in the Agreement. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City of Fontana in successfully enforcing such obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.

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 it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

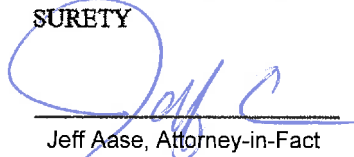
IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes as deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 22nd day of January, 2020.

Masters Development, LLC  
**PRINCIPAL**

  
\_\_\_\_\_

(NOTARIZATION AND SEAL)

The Ohio Casualty Insurance Company  
**SURETY**

  
\_\_\_\_\_

Jeff Aase, Attorney-in-Fact

(NOTARIZATION AND SEAL)

**NOTE:** Please Attach Notary  
Acknowledgement and  
Power of Attorney.

## ACKNOWLEDGMENT

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State of California  
County of San Bernardino

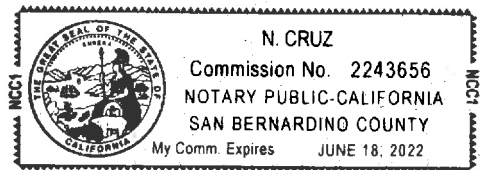
On January 22, 2020 before me, N. Cruz, Notary Public  
(insert name and title of the officer)

personally appeared Jeff Aase,  
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] (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8201747-024130**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeff Aase, Sylvia Caneva, Rachel G. Holbrook, Justin Buenaventura, Kevin John Comstock, Colby Craig, Jeffrey R. Davis, Amber DelCognale, Oscar Zachary Gallegos, Craig Jorgensen, Jacki Rodman Layfield, Trisha Bella Locke-Zamora, Trisha Bella Locke-Zamora, Alfonso Lujan, William Mingram, Kevin J. Phillips, Daniel P. Phillips, Thomas J. Rough, John S. Rough, John Strong, John Van Bokkelen, Jennifer Wayne all of the city of Los Angeles state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of August, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 5th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of January, 2020.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond No. 39K000456  
Premium \$ Included in Performance Bond

**SECURITY BOND FOR LABOR AND MATERIALS OF  
SUBDIVISION AGREEMENT**

Tract Map No.: 18974

**WHEREAS**, the City Council of the City of Fontana, State of California, and Masters Development, LLC ("Principal") have entered into an agreement dated 01-22-2020 (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and completed certain designated public improvements; and

**WHEREAS**, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of Fontana to secure the claims allowed in California Civil Code Sections 3082 et seq.

**NOW, THEREFORE**, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Fontana and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the above referenced sections of the Code of Civil Procedure in the sum of Two Hundred Ninety Two Thousand Three Hundred Fifty Two and 65/100 (\$ 292,352.65) materials furnished or labor performed of any kind under the Agreement, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the sum in an amount not exceeding this amount herein set forth above, and in the event legal action is brought upon this bond, the surety will pay, in addition to the face amount of this bond, such costs and reasonable expenses and fees, including reasonable attorney's fees, incurred in successfully enforcing this obligation, as may be awarded and fixed by a court of competent jurisdiction in any judgement entered.

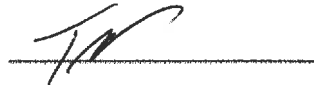
It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of all persons, companies, and corporations entitled to file claims pursuant to Section 3082 et seq. of the California Civil Code.

This bond shall be and remain in full force and effect until all terms and conditions of the Agreement are fully met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

The surety hereby stipulates and agrees that no change, extension of time, alteration to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

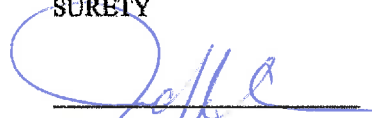
**IN WITNESS WHEREOF**, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 22nd day of January, 20 20.

Masters Development, LLC  
**PRINCIPAL**



(NOTARIZATION AND SEAL)

The Ohio Casualty Insurance Company  
**SURETY**



Jeff Aase, Attorney-in-Fact  
(NOTARIZATION AND SEAL)

**NOTE:** Please Attached Notary  
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Power of Attorney

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State of California  
County of San Bernardino

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(insert name and title of the officer)

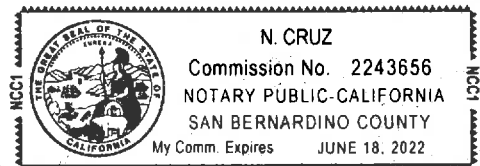
personally appeared Jeff Aase,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

(Seal)







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8201747-024130**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeff Aase, Sylvia Caneva, Rachel G. Holbrook, Justin Buenaventura, Kevin John Comstock, Colby Craig, Jeffrey R. Davis, Amber DelCognale, Oscar Zachary Gallegos, Craig Jorgensen, Jacki Rodman Layfield, Trisha Bella Locke-Zamora, Trisha Bella Locke-Zamora, Alfonso Lujan, William Mingram, Kevin J. Phillips, Daniel P. Phillips, Thomas J. Rough, John S. Rough, John Strong, John Van Bokkelen, Jennifer Wayne all of the city of Los Angeles state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of August, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 5th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of January, 2020.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond No. 39K000456

Premium \$

**SUBDIVISION WARRANTY OBLIGATION BOND**

**Tract Map No.:** 18974

**WHEREAS**, The City Council of the City of Fontana, State of California, and, \_\_\_\_\_  
Masters Development, LLC ("Principal") have entered into an agreement dated  
01/22/2016 (the "Agreement") which is incorporated herein by referenced, in which Principal  
has agreed to warrant and guarantee the installation and maintenance of certain designated public  
improvements; and

**WHEREAS**, under the terms of the Agreement, Principal is required to file before  
acceptance of improvements by the City of Fontana a good and sufficient payment bond with  
the City of Fontana to secure the performance of its warranty and guarantee obligation under the  
Agreement.

**NOW, THEREFORE**, Principal and the undersigned as corporate surety, are held firmly  
bound unto the City of Fontana in the sum of Two Hundred Ninety Two Thousand Three Hundred Fifty Two and 65/100  
(\$ 292,352.65) to secure the warranty and guarantee of Principal against any defective work or  
labor or material furnished in connection with the installation and maintenance of the public  
improvements required by the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold  
harmless the City of Fontana, its officers, agents and employees until all warranty or guarantee  
time periods required under the Agreement following performance of all terms, covenants,  
provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto  
have expired as to the Principal, his or its heirs, executors, administrators, successors or assigns.  
Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation  
bond shall become null and void.

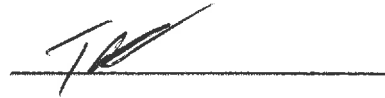
As a part of the obligation secured hereby, Principal shall pay, in addition to the face  
amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's  
fees incurred by the City of Fontana in successfully enforcing this obligation, as may be awarded  
by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension or time, alteration or  
addition to the terms of the Agreement or the specifications accompanying it shall in any manner  
affect its obligation on this bond and surety hereby waives notice of any such change, alteration  
or addition.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 22 day of January, 2020.

Masters Development, LLC

**PRINCIPAL**



(NOTARIZATION AND SEAL)

The Ohio Casualty Insurance Company

**SURETY**



Jeff Aase, Attorney-in-Fact  
(NOTARIZATION AND SEAL)

**NOTE:** Please Attached Notary  
Acknowledgement and  
Power of Attorney

## 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 San Bernardino

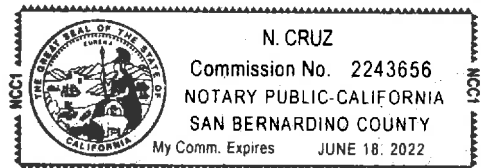
On January 22, 2020 before me, N. Cruz, Notary Public  
(insert name and title of the officer)

personally appeared Jeff Aase,  
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] (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8201747-024130

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Notarial Seal  
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Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

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