

Applicant's obligation to complete the improvements, or any portion of them, is not limited in any way by the estimated cost of construction, and the obligation of Applicant's surety in connection with the securities required pursuant to the provisions of this section.

All of the required improvements shall be completed within 36 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 Applicant 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, Applicant 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 time is granted it shall in no way affect the validity of this contract or release the surety on the securities referenced herein.

Upon timely completion of the required improvements pursuant to the terms of this Agreement, and prior to final acceptance of the improvements by the City, Applicant shall submit to the City Engineer for review and approval, a digital copy of "record" drawings of all improvement plans in accordance with the latest edition of the City of Fontana Electric File Submittal Requirements. Upon the approval of "record" drawing, the City Engineer shall process the release of the Applicant's performance bond posted pursuant to the Bond Guarantee for Faithful Performance.

In the event that Applicant 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 Applicant, or his surety as herein provided. If City pursues completion of the improvement work, it may require Applicant, 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 Applicant, or Applicant's surety pursuant to this Agreement, has provided the City Engineer with written notice of Applicant's intent to abandon or otherwise not complete the improvements.

Applicant shall defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all liability arising out of or incident to Applicant's performance of this Agreement, including without limitation all reasonable attorney's fees, whether or not resulting from the negligence of Applicant or Applicant's agents. This indemnity shall extend to any claims arising because Applicant has failed to properly secure any necessary easement, land right, contract, and approval, but shall not extend to any claim arising out of the sole negligence of City.

It is further expressly agreed that the Applicant will procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

IN WITNESS WHEREOF, three (3) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Applicant herein named on the 14th day of May, 2025 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

APPLICANT

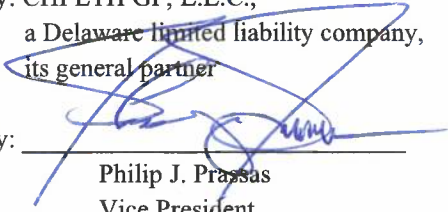
**CHIPT Fontana Citrus Avenue, L.P.,
a Delaware limited partnership**

By: CHIPT Fontana Citrus Avenue GP, L.L.C.
a Delaware limited liability company,
its general partner

By: CHIPT Fontana Citrus, L.P.,
a Delaware limited partnership,
its manager

By: CHI West 119 Citrus Boyle, L.P.,
a Delaware limited partnership,
its general partner

By: CHI LTH GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: 
Philip J. Prassas
Vice President

Address: 527 W. 7th Street, Suite 200
Los Angeles, CA 90014

- Attachments: (1) Exhibit "A" – Cost Estimate
(2) Exhibit "B" – Time Extension
(3) Securities

CITY OF FONTANA

By: _____
City Engineer

Print Name

Date: _____

STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP		L.F.	\$ 90.00	\$
* 24" RCP		L.F.	\$ 110.00	\$
* 30" RCP		L.F.	\$ 250.00	\$
* 36" RCP		L.F.	\$ 250.00	\$
* 42" RCP		L.F.	\$ 250.00	\$
* 48" RCP		L.F.	\$ 260.00	\$
* 54" RCP		L.F.	\$ 280.00	\$
* 60" RCP		L.F.	\$ 300.00	\$
* 66" RCP		L.F.	\$ 320.00	\$
* 78" RCP		L.F.	\$ 340.00	\$
* 24" CMP		L.F.	\$ 90.00	\$
* 60" CMP		L.F.	\$ 320.00	\$
CATCH BASIN/CURB INLET:				
W=7		EA	\$ 4,000.00	\$
W=10		EA	\$ 4,500.00	\$
W=14		EA	\$ 6,000.00	\$
W=21		EA	\$ 11,000.00	\$
W=28		EA	\$ 14,000.00	\$
JUNCTION STRUCTURE		EA	\$ 3,200.00	\$
TRAFFIC TYPE JUNCTION STRUCTURE		EA	\$ 2,800.00	\$
DISCHARGE STRUCTURE	4	EA	\$ 2,800.00	\$ 11,200
MANHOLES		EA	\$ 2,500.00	\$
LOCAL DEPRESSION		EA	\$ 1,250.00	\$
GRATE INLET STRUCTURE		EA	\$ 2,100.00	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$

STORM DRAIN IMPROVEMENT SUBTOTAL \$

* REINFORCED CONCRETE PIPE
 * CORRUGATED METAL PIPE

SANITARY SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
MANHOLES 60" DIAMETER		EA	\$ 4,500.00	\$
MANHOLES 48" DIAMETER		EA	\$ 4,000.00	\$
DROP MAN HOLES		EA	\$ 4,500.00	\$
WYES		EA	\$ 100.00	\$
CLEANOUTS		EA	\$ 600.00	\$
REMODELING OF EXISTING MANHOLE		EA	\$ 950.00	\$
** 4" VCP		L.F.	\$ 50.00	\$
** 6" VCP	29	L.F.	\$ 60.00	\$ 1,740
** 8" VCP		L.F.	\$ 70.00	\$
** 10" VCP		L.F.	\$ 80.00	\$
** 12" VCP		L.F.	\$ 90.00	\$
** 15" VCP		L.F.	\$ 100.00	\$
		L.F.	\$	\$
		L.F.	\$	\$
		L.F.	\$	\$
		L.F.	\$	\$

SANITARY SEWER IMPROVEMENT SUBTOTAL \$ 1,740

** VITRIFIED CLAY PIPE

TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	\$ 75,000.00	\$
TWO CORNERS		L.S.	\$ 100,000.00	\$
TRAFFIC SIGNAL NEW		L.S.	\$ 400,000.00	\$
PAINT TRAFFIC STRIPE (1 COAT)	6187	L.F.	\$ 2.40	\$ 14,848.80
PAINT TRAFFIC STRIPE (2 COATS)		L.F.	\$ 0.65	\$
PEDESTRIAN CROSSWALK STRIPING	251	L.F.	\$ 0.65	\$ 163.15
PAVEMENT MARKER (NON REFLECTIVE)		EA	\$ 2.50	\$
PAVEMENT MARKER (REFLECTIVE)		EA	\$ 4.00	\$
REFLECTORS AND POSTS		EA	\$ 100.00	\$
STREET SIGNS	10	EA	\$ 250.00	\$ 2,500.00
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL				\$ 17,511.95

C.F.D. LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
AREA LANDSCAPED		S.F.	\$ 12.00	\$
CENTER MEDIAN		S.F.	\$ 12.00	\$
LANDSCAPING IMPROVEMENTS SUBTOTAL				\$

SUBTOTALS:

STREET IMPROVEMENTS SUBTOTAL	\$914,376.90
STORM DRAIN IMPROVEMENTS SUBTOTAL	\$11,200
SANITARY SEWER IMPROVEMENTS SUBTOTAL	\$1,740
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL	\$17,511.95
IMI IMPROVEMENT SUBTOTAL	\$944,828.85

* USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*

C.F.D. LANDSCAPE IMPROVEMENTS	\$
STREET LIGHTS <u>9</u> @ \$5,000.00	\$ 45,000
CUCAMONGA COUNTY WATER DISTRICT FACILITIES	\$
IMPROVEMENT SUBTOTAL	\$ 989,828.85
ADD 35%	\$ 346,440.10
BONDING TOTAL	\$ 1,336,268.95

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMPROVEMENT DRAWING NO. 6521

STREET LIGHT DRAWING NO. 6521LT

SEWER IMPROVEMENT DRAWING NO. 2962

STORM DRAIN IMPROVEMENT DRAWING NO. _____

TRAFFIC SIGNAL DRAWING NO. _____

SIGNING & STRIPING DRAWING NO. 6522

INTERCONNECT DRAWING NO. _____

C.F.D. LANDSCAPE DRAWING NO. _____

BOND GUARANTEE FOR FAITHFUL PERFORMANCE

Land Improvement Agreement

WHEREAS, the City of Fontana, State of California, and CHIPT FONTANA CITRUS AVENUE, L.P. hereinafter designated as "Applicant" have entered into an agreement whereby applicant agrees to install and complete certain designated public improvements which said agreement, dated April 2, 2024, and identified as Development Agreement No. 23-096 is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the applicant and Capitol Indemnity Corporation as surety, are held and firmly bound unto the City of Fontana, hereinafter called the City, in the penal sum of One Million Three Hundred Thirty Six Thousand Two Hundred Sixty Eight and 84/100 (\$ 1,336,268.84) 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 those presents.

The condition of this obligation is such that if the above bonded applicant, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold 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, pursuant to Article III of Chapter 25, Article IV of Chapter 26 and Article III of Chapter 27 Fontana City Code, and any amendments thereto, for the installation of construction of:

Required public improvements as detailed in Development Agreement No. 23-096

As part of the obligation secured hereby and in addition to the face amount specified hereon, 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 any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the applicant and surety above named, on April 18, 2025.



Applicant (seal)

CHIPT Fontana Citrus Avenue, L.P.,
a Delaware limited partnership

By: CHIPT Fontana Citrus Avenue GP, L.L.C.,
a Delaware limited liability company, its general partner

By: CHIPT Fontana Citrus, L.P.,
a Delaware limited partnership, its manager

By: CHI West 119 Citrus Boyle, L.P.,
a Delaware limited partnership, its general partner

By: CHI Development GP, L.L.C.,
a Delaware limited liability company, its general partner



Capitol Indemnity Corporation

Surety Laura E. Sudduth, Attorney-In-Fact (seal)

NOTE: Signature for those executing for the surety must be properly acknowledge.

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1945352

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

Laura E. Sudduth of Houston, Texas
Name of licensed Individual City and State

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\$1,336,268.84 for CIC1945352 on behalf of CHIPT Fontana Citrus Avenue LP
Bond Amount Bond Number Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company 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 or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski
John E. Rzepinski
Vice President, Treasurer & CFO
Suzanne M. Broadbent
Suzanne M. Broadbent
Assistant Secretary

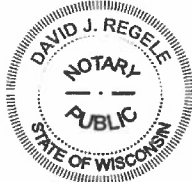


CAPITOL INDEMNITY CORPORATION

Stephen J. Sills
Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 18th day of April, 2025



Antonio Celi
Antonio Celi
General Counsel, Vice President & Secretary

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of LOS ANGELES }

On MAY 8, 2025 before me, NICOLE J. WANG, PUBLIC NOTARY
Date Here Insert Name and Title of the Officer

personally appeared PHILIP J. PRASSAS
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.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____