

SUBDIVISION IMPROVEMENT AGREEMENT

RE: SUMMIT 77, FONTANA

TRACT NO. 18825-1

(Date of Subdivision Map Recordation: _____)

THIS AGREEMENT is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and KB Home Coastal, Inc., ("Subdivider"):

WHEREAS, the application for tentative Tract Map No. 18825-1, was conditionally approved on February 7, 2012; 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 that he is familiar with 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 set forth in Exhibit "A" to the satisfaction of the City Engineer of the City. All required improvements have an estimated cost of Construction totaling **One Million Three Hundred Ninety-Six Thousand Six Hundred Ninety-Four Dollars (\$1,396,694.00)** as shown on Exhibit "B". Improvement Plans Drawing No.(s) 5112, 5113, 5114

2. **Security:**

Subdivider shall, at all times, guarantee its performance of this agreement by furnishing to City and maintaining good and sufficient security as required by the State Subdivision Map Act on forms approved by City for the purposes and in the amounts as follows:

- a. To ensure a faithful performance of this agreement in regard to the improvements in the amount of 100% of the estimated cost of construction of the improvements; and
- b. To secure payment to any contractor, sub-contractor, persons renting equipment or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount of 100% of the estimated cost of construction of the improvements; and
- c. To guarantee or warranty the work done pursuant to this agreement for a period of one (1) year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the amount of 20% of the estimated cost of construction of the improvements; and
- d. To warranty the setting of required subdivision monuments within one-year following recordation of the Final Map in the amount of 100% of the estimated cost of setting subdivision monuments as shown in Exhibit "B".
- e. To guarantee the landscape maintenance of all landscape improvements for a period of one year (1) year following acceptance of thereof by the City.

The securities required by this agreement shall be kept on file with the City Clerk. The terms of the security documents required by this agreement are hereby incorporated in this agreement by reference and copies attached hereto.

The security, which guarantees performance, can be released upon acceptance of the improvements by the City Council. The security which guarantees payment to contractor, sub- contractors and to persons furnishing labor, materials or equipment will be released 6 months after acceptance of the improvements by the 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 therefor by the Subdivider.

3. **Time of Completion:**

All of the required improvements shall be completed within 12 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. 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. The time for completion may be extended by the City Engineer, in writing, for good cause shown by the Subdivider.

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.

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 City and also accepted the Final Map for recordation by the County Recorder of the County of San Bernardino.

5. **Utility Deposits - Statements:**

Prior to the commencement of any work to be performed within the area delineated on the Final Map, the Subdivider **must file** a written statement with the City Clerk and the City Engineer, signed by the Subdivider, and each public utility involved, to the effect that Subdivider has made all deposits legally required by such public utility for the connection/extension of any and all public serving utilities to be provided to or within the subdivision.

6. **Permits - Compliance with Law:**

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses, pay all charges, fees and taxes, and give all necessary and incidental notices to the due and lawful prosecution of the work.

7. **Definition and Ownership of Improvements:**

The term "improvements" means: grading, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail upon plans, profiles and specifications which have been prepared or are now in final preparation by engineers acting for Subdivider subject to approval by the City Engineer of City. No work on the improvements shall be commenced until plans and/or profiles therefore have been submitted to, approved and permitted by the City Engineer. All required public improvements constructed or installed pursuant to this Agreement shall become the sole exclusive property of the City,

without payment therefore, upon acceptance of the improvements by the City Council.

8. **Obligations of Subdivider:**

Notwithstanding the fact that Subdivider's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval by the City thereof shall in no way relieve Subdivider of satisfactorily performing all work on the related obligations hereunder. The construction shall be done strictly in accordance with the plans and specifications prepared by Subdivider or its engineer, and as approved by the City as being consistent with the City Code and Standards. Subdivider warrants that its plans and specifications conform as a minimum to all City codes and standards and that they are adequate to accomplish the work in a good workmanlike manner and in accordance with responsible construction practices.

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 cause whatsoever in, on, or about the subdivision of said land covered by this Agreement, or any part thereof.

14. **Indemnification and Release:**

Prior to the commencement of any work pursuant to this contract, Subdivider's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company (which meets with the approval of City) insuring City, its officers, agents, and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending and claim arising as a result thereof. Minimum liability and property damage insurance shall not be less than \$250,000 for all damages arising out of bodily injury to a death of one person and not less than \$1,000,000 for all damages arising out of bodily injuries to or death of more than one person in any occurrence; and not less than \$250,000 for all damages and/or destruction of property in any one occurrence and not less than \$500,000 for all damages and/or destruction of property during the policy period. Such policy shall be in favor of Subdivider or its contractors and of the City, its officers, agents, and employees and shall be maintained in full force and effect during the life of this contract. The policy shall state by its terms and by an endorsement that it shall not be cancelled until City shall have had at least ninety (90) days' notice in writing of such cancellation.

The Subdivider hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or non-performance of any of or all work to be done in and upon premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the Subdivider, the

Subdivider's agents, employees, and sub-contractors, while engaged in the performance of the work.

15. **Liability of Subdivider:**

The Subdivider agrees that the use for any purpose and by any person of any and all of the streets, easements and improvements herein specified shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein; provided that acceptance by the City shall in no way eliminate or lessen any of Subdivider's obligations or undertakings contained in this Agreement. The issuance of any occupancy permits (if granted) by the City for buildings located within the subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the required improvements in said subdivision.

16. **Subdivider's Expenses:**

The Subdivider shall pay these additional expenses:

- a. The Subdivider shall cause to be made and/or pay for soil tests made by a reputable geotechnical consultant/firm to determine stability, gradation, bearing, and resistance value of soils within the subdivision from which to determine the nature and design of appropriate improvements. The Subdivider shall also pay for compaction tests necessary to determine that all fill work and the utility trench backfill has been satisfactorily placed.
- b. All service (including plan check and inspection), impact and connection fees as established by City shall be paid for each lot in the subdivision in accordance with the City Code.

17. **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.

18. **Verification of Satisfactory Completion:**

Upon the satisfactory completion of the improvements by the Subdivider, the City Engineer shall verify that all improvement work of has been satisfactorily completed.

19. **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.

20. **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, the setting of all required Final Map monuments and agrees to maintain all required landscaping in a vigorous and thriving condition until acceptance thereof by the City Council. In connection herewith, Subdivider shall submit appropriate security in accordance with Section 2(c) herein.

21. **Notice of Completion:**

Upon approval of the improvement works by the City Engineer and acceptance by the City Council, the subdivider shall file with the County Recorder a Notice of Completion of the improvements herein specified.

22. **Filing of Improvement Plans:**

Upon completion of the job and prior to final acceptance of the work by the City, the subdivider shall supply the City with one Mylar (4 mils) set of "record" drawings. These drawings shall be certified and shall reflect the improvements as constructed, with all changes incorporated therein.

23. **Assignment:**

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

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 Subdivider herein named on the 7th day of July, 2016, 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.

SUBDIVIDER

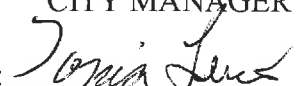
KB HOME COASTAL, INC.

By: 

Scott Hansen
Director, Forward Planning

CITY OF FONTANA


CITY MANAGER

Attest: 

CITY CLERK

APPROVED AS TO FORM:

By: 
CITY ATTORNEY

(Attached Notary Acknowledgement)

APPROVED AS TO CONTENT:

By: 
CITY ENGINEER

Attachments: (1) Exhibit "A" - Required Improvements
(2) Exhibit "B" - Engineer's Estimate
(3) Securities

SUBDIVISION IMPROVEMENT AGREEMENT

EXHIBIT "A"

(REQUIRED IMPROVEMENTS)

- A. All those improvements required to be completed as a condition of approval of the Tentative Map and any requirements of the Specific Plan.
- B. Removal of undesirable, dangerous and dead plant materials and roots subject to compliance with a tree removal permit.
- C. All on and off-site grading as specified on the approved grading plan.
- D. Relocation of all public utilities structures as necessary to properly construct the required improvements.
- E. Street Improvements shall be constructed as shown on the approved engineered plans and in accordance with City Standards.
- F. Sanitary sewers shall be constructed as shown on the approved engineered plans and in accordance with City Standards.
- G. Storm Drains shall be constructed as shown on the approved engineered plans and in accordance with City Standards.
- H. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the approved engineered plans and in accordance with the serving purveyor's Standards.
- I. Underground installation of all electrical, telephone, cable television and any other energy or communication lines, which abut or are within the project site.
- J. A street lighting system in accordance with City Standards.
- K. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.
- L. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved engineered plans and in accordance with City Standards.
- M. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved engineered plans and in accordance with City Standards.

- N. Street signs at intersections per the City Standards.
- O. Installation of approved irrigation and landscaping (plants and materials).
- P. Setting monuments as required by the State and Local Codes.
- Q. Subdivider shall also perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or with any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.

DATE: 1/12/2015

**CITY OF FONTANA
ENGINEERING DEPARTMENT
COST ESTIMATE ** EXHIBIT "B" ****

SHEET 1

DEVELOPER: Stratham Homes
ENGINEER: Allard Engineering
PHONE NO.: (909) 356-1815

PROJECT NAME
TRACT MAP NO.
PARCEL MAP NO

In Tract
Tract 18825-1

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER	0 - 250 L.F.	L. F.	13.50	0.00
	251 - 500 L.F.	L. F.	13.25	0.00
	501 - 1000 L.F.	L. F.	13.00	0.00
	1001 L.F. - UP	L. F.	12.75	84,660.00
8" CURB & GUTTER	0 - 250 L.F.	L. F.	13.25	265.00
	251 - 500 L.F.	L. F.	13.00	0.00
	501 - 1000 L.F.	L. F.	12.75	0.00
	1001 L.F. - UP	L. F.	12.50	0.00
8" THICK CROSS GUTTER		S. F.	5.00	21,015.00
4" SIDEWALK	0 - 240 S.F.	S.F.	3.50	0.00
	241 - 480 S.F.	S. F.	3.25	0.00
	481 S.F. - UP	S.F.	3.00	49,557.00
WHEEL CHAIR RAMP	15	EA	750.00	11,250.00
DRIVE WAY APPROACHES	9,480	S.F.	6.00	56,880.00
ASPHALT CONCRETE DIKES	861	L.F.	6.00	5,166.00
FOG SEAL		S.F.	0.10	0.00
IMPORTED EMBANKMENT		C.Y.	5.00	0.00
PREPARATION OF SUBGRADE		S.F.	0.35	0.00
*A.C. (OVER 1300 TONS)	4,306	TON	35.00	150,710.00
*A.C. (900 - 1300 TONS)			40.00	0.00
*A.C. 500 - 900 TONS)		TON	45.00	0.00
*A.C. (UNDER 500 TONS)		TON	50.00	0.00
*A.C. OVERLAY (1" MI. THICKNESS)		S.F.	0.60	0.00
**PCC CURB ONLY (MEDIAN)		L.F.	10.00	0.00
ADJUST SEWER/SD MH TO GRADE	20	EA	350.00	7,000.00
ADJUST SEWER CLEAN OUT TO GRADE		EA	225.00	0.00
ADJUST WATER VALVES TO GRADE	10	EA	150.00	1,500.00
BARRICADES (STD 118)	2	EA	25.00	50.00
2 X 4 REDWOOD HEADER		L.F.	3.00	0.00
*REMOVAL OF A.C. PAVEMENT	1,166	S.F.	0.66	769.56
REMOVAL OF TEMP. A.C. SIDEWALK	0	S.F.	0.66	0.00
**REMOVAL OF P.C.C. CURB	100	L.F.	3.75	375.00
*REMOVAL OF A.C. BERM		L.F.	2.00	0.00
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	15.00	0.00

☒ **APPROVED**

1/28/15 KM

SHEET 2

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
BLOCK WALL H=6 FEET		L.F.	25.00	0.00
AGGREGATE BASE		TON	9.00	0.00
GUARD POSTS		EA	40.00	0.00
GUARD PANEL (WOOD)		L.F.	25.00	0.00
SAWCUT		L.F.	2.50	0.00
GRIND EXISTING AC	2,117	S.F.	1.00	2,117.00
REFLECTORS AND POSTS		EA	90.00	0.00
STREET SIGNS	6	EA	250.00	1,500.00

STREET IMPROVEMENT SUBTOTAL

392,814.56

* A.C. ASPHALTIC CONCRETE

** P.C.C. PORTLAND CONCRETE CEMENT

OFFSITE EROSION CONTROL

WITHIN GRADED ROADS

GRAVEL BAG DEFLECTORS	100	EA	100.00	10,000.00
DESILTING BASIN				
EXCAVATION		C.Y.	1.00	
CMP RISER		EA	250.00	
OUTLET PIPE		L.F.	20.00	
EMERGENCY SPILLWAY		S.F.	2.50	

OFFSITE EROSION CONTROL SUBTOTAL

10,000.00

STORM DRAIN IMPROVEMENTS

SHEET 3

ITEM	QUANTITY	UNIT	UNIT COST
* 18" RCP		L.F.	60.00
* 24" RCP	197	L.F.	70.00
* 30" RCP	0	L.F.	80.00
* 36" RCP	889	L.F.	95.00
* 42" RCP		L.F.	95.00
* 48" RCP		L.F.	115.00
* 54" RCP		L.F.	125.00
* 60" RCP		L.F.	160.00
* 66" RCP		L.F.	152.00
* 78" RCP		L.F.	182.00
* 30" CMP		EA	30.00
* 60" CMP		EA	120.00
CATCH BASIN/CURB INLET:			
W = 7		EA	3,500.00
W = 10	4	EA	4,000.00
W = 14	0	EA	4,500.00
W = 21	2	EA	5,500.00
PARKWAY DRAIN		EA	2,000.00
CONCRETE COLLAR		EA	1,000.00
JUNCTION STRUCTURE	5	EA	3,200.00
TRAFFIC TYPE JUNCTION STRUCTURE		EA	2,808.00
OUTLET STRUCTURE		LF	80.00
MANHOLES	2	EA	2,500.00
LOCAL DEPRESSION	7	EA	1,250.00
BRICK AND MOTAR PLUG		EA	2,100.00
RIP-RAP		CY	40.00
HEADWALL		EA	2,200.00
HEADWALL/WINGWALL		EA	3,000.00
BOX STRUCTURE		LF	80.00
TRANSITION PIPE TO BOX		EA	1,000.00
REMOVE CMP RISER		EA	300.00
KATCHALL-AM INLET FILTRATION	11	EA	2,500.00

STORM DRAIN IMPROVEMENT SUBTOTAL

\$ 182,495.00

SANITARY SEWER IMPROVEMENTS

MANHOLES 60" DIAMETER		EA	3,000.00
MANHOLES 48" DIAMETER	14	EA	2,500.00
DROP MANHOLES		EA	2,500.00
WYES	77	EA	60.00
HOUSE LATERAL CLEANOUTS	77	EA	600.00
CONCRETE ENCASEMENT	50	L.F.	40.00
BACKWATER VALVES	45	EA	25.00
REMODELING OF EXISTING MANHOLE:		EA	950.00
** 4" VCP	2,600	L.F.	30.00
** 8" VCP	3,407	L.F.	50.00
** 8" DIP		L.F.	30.00
** 10" VCP		L.F.	60.00
** 12" VCP		L.F.	70.00
** 15" VCP		L.F.	90.00
INSTALL 8" PLUG	3	EA	150.00
REMOVE EXISTING SEWER PLUG		L.F.	125.00
REMOVE & REPLACE AC PVMT		SF	1.75

SANITARY SEWER IMPROVEMENT SUBTOTAL

337,745.00

TRAFFIC SIGNALS/ SIGNS/ STRIPING

SHEET 4

TRAFFIC SIGNAL (COMPLETE)		EA/LS	100K, 125K, 150K	
PAINT TRAFFIC STRIPE (1 COAT)	<u>1,300</u>	L.F.	0.40	<u>520.00</u>
PAINT TRAFFIC STRIPE (2 COATS)		L.F.	0.22	<u>0.00</u>
PEDESTRIAN CROSSWALK STRIPING		L.F.	0.25	<u>0.00</u>
PAVEMENT MARKER				
(NON REFLECTIVE)		EA	1.59	<u>0.00</u>
PAVEMENT MARKER (REFLECTIVE)		EA	3.34	<u>0.00</u>
SIGNING AND STRIPING INTERSECTION		L.S.	20,000.00	<u>0.00</u>
STOP SIGNS AND BARS WITH LEGENDS	<u>6</u>	EA	280.00	<u>1,680.00</u>
TRAFFIC SIGNAL/ SIGNS/ STRIPING SUBTOTAL				<u>2,200.00</u>

* REINFORCE CONCRETE PILE

** VITRIFIED CLAY PILE

LANDSCAPE IMPROVEMENTS FOR
STREET PARKWAYS AND ON SITE

SHEET 5

TRACT MAP NO. _____ DESIGN REVIEW NO. _____

APN NO. _____ C. U. P. NO. _____

ADDRESS _____

LANDSCAPE IMPROVEMENTS REQUIRED FOR THIS PROJECT SHALL BE INSTALLED IN ACCORDANCE TO APPROVED PLANS. THE CALCULATION ACCEPTABLE TO THE CITY IS BASED UPON THE ENTIRE AREA TO BE LANDSCAPED FOR THE PROJECT. THE LANDSCAPING INCLUDES ITEMS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING: SOIL PREPARATION, TRENCHING IRRIGATION SYSTEM, FINE GRADING, HYDROSEED TURF/ GROUND COVER, PLANT MATERIAL, WATER METERS, ETC..

14,000	SQUARE FEET X	\$4.00	<u>56000.00</u>
LANDSCAPING IMPROVEMENTS SUB TOTAL			<u>56000.00</u>

NOTE: LANDSCAPE MAINTENANCE BOND IS REQUIRED FOR ONE YEAR.

AFTER LANDSCAPE WORK IS DONE TO THE SATISFACTION OF THE CITY (LANDSCAPE INSPECTOR), MAINTENANCE OF THIS LANDSCAPING SHALL INCLUDE BUT NOT LIMITED TO: SUFFICIENT IRRIGATION NECESSARY TO CONTROL AND DIRECT PLANT GROWTH, REPLACEMENT OF PLANT MATERIALS WHERE NECESSARY DUE TO DEATH, OR LACK OF PROPER GROWTH, FERTILIZATION AS NEEDED FOR PROPER PLANT GROWTH, REPAIR OR REPLACEMENT OF IRRIGATION SYSTEM COMPONENTS AS NEEDED TO MAINTAIN IN PROPER WORKING CONDITION, MOWED, ELECTRIC/WATER BILLS (PAID, ETC.) BY THE DEVELOPER.

BOND AMOUNT WILL BE COMPUTED BASED UPON CURRENT RATE IN EFFECT. AT PRESENT, ESTIMATED BOND WOULD BE:

0

LANDSCAPING MAINTENANCE BOND SUB TOTAL

CHECKED BY:
DATE:
Revised 10-2-2014

SHEET 6

STREET IMPROVEMENT SUBTOTAL	\$ 392,814.56
STORM DRAIN IMPROVEMENTS SUBTOTAL	\$ 182,495.00
SANITARY SEWER IMPROVEMENTS SUBTOTAL	\$ 337,745.00
TRAFFIC SIGNAL / SIGNS / STRIPING SUBTOTAL	\$ 2,200.00
CENTER LINE MEDIAN SUBTOTAL	
LANDSCAPE IMPROVEMENTS	\$ 56,000.00

SUB TOTAL \$ 971,254.56

FOR BONDING PURPOSES ADD 35% AS CONTINGENCY COST \$ 339,939.10

SUB TOTAL \$ 1,311,194

OFF SITE STREET IMPROVEMENT INSPECTION CONSTRUCTION PERMIT
COST (RESOLUTION 89 - 194)

MINIMUM INSPECTION FEE \$80.00

ESTIMATED CONSTRUCTION COST / PERMIT COST

0 TO \$25,000 - 40 + 5% OF CONSTRUCTION COST

\$25,000 TO \$50,000 - COST OVER 25,001 X 4.5% + 1,290.00

\$50,001 TO \$75,000 - COST OVER 50,001 X 4.0% + 2,415.00

\$75,001 TO \$100,000 - COST OVER 75,001 X 3.5% + 3,415.00

\$100,001 & UP - COST OVER 100,001 X 3.0% + 4,290.00

PERMIT COST \$ 30,427.61

LANDSCAPING INSPECTION PERMIT COST 5% OF
ESTIMATED CONSTRUCTION COST

THE ABOVE ITEMIZED UNIT COSTS ARE REAL FOR THE LAST QUARTER OF 1989.
THE SURVEY TAKEN COMBINED BOTH PRIVATE INDUSTRY SUBDIVISION
IMPROVEMENTS AND GOVERNMENT PROJECTS BIDDED THROUGH THE DAILY
REPORT NEWSLETTER FOR SAN BERNARDINO, RIVERSIDE AND LOS ANGELES
COUNTIES. REVIEWED, UPDATED AND ADOPTED BY CITY COUNCIL ON
SEPTEMBER 1, 1992.

Revised 10/08/97

SUBTOTAL \$ 30,427.61

SUBDIVISION MONUMENT GUARANTEE
\$1,200 + \$50.00 PER LOT

LOTS

SHEET 7

\$ -

STREET LIGHTS 19 AT

\$4,500

=

\$ 85,500.00

FOR CUCAMONGA COUNTY WATER DISTRICT
(CCWD) FACILITIES, THE COST SHOULD BE
INCLUDED

WATER IMPROVEMENTS

GRAND TOTAL

USE FOR BONDING PURPOSES

\$ 1,396,694

CALCULATED BY:

CHECKED BY:

DATE:

dm...cityest2



APPROVED

1/28/15 KL

**PLAN CHECK FEE
CALCULATION FORM**

Engineering/Land Development Acct. No.

Job Name

Date Entered

Receipt No. Date

53300-4465	6008 Map
53300-4461	6007 Improv.
Tract 18825-1	
2-Feb-13	

FINAL MAP/PARCEL MAP NO. 18825-1

77 Lots Total

No. of Lots
(over 10)
\$1,800 + (Lots) X \$40.00

Final Map Fee
67
\$ 4,480.00

PARCEL MAP(1 - 5 PARCELS) \$1,800
EACH PARCEL OVER 5 - \$1800 + \$40 PER PARCEL

PARCELS	
0 PARCELS	\$ -
TOTAL FEE	\$ 4,480.00

IMPROVEMENT PLANS

Constr Cost	Adj. Cost	Fee Percent		Base Fee	Totl IP Fee
971,254.56	\$ 721,255	2.50%	+	\$16,960.00	\$ 34,991.36

DRAINAGE STUDY

AREA 25.00 ACRE \$ 1,575.00

TOTAL TRACT/PARCEL MAP AND IMPROVEMENT PLANS FEE \$ 41,046.36

Notes

PLAN CHECK FEES (IMPROVEMENT PLANS) FOR EACH INDIVIDUAL MAP NUMBER
(Construction Cost Est.)

\$ 0 - \$25,000	\$ 340	+5% of construction cost estimate
\$ 25,000 - \$50,000	\$ 1,590	+4% of construction cost
\$ 50,001 - \$150,000	\$ 2,590	+3.75% cost over \$50,000
\$150,001 - \$250,000	\$ 6,325	+3.5% cost over \$150,000
\$250,001 - \$500,000	\$ 9,775	+3% cost over \$250,000
\$500,001 - \$1,000,000	\$ 16,960	+2.5% cost over \$500,000
\$1,000,001 - UP	\$ 25,590	+2% cost over \$1,000,000

**DRAINAGE STUDY PLAN CHECK FEES (SUBDIVISION & PARCEL MAPS)
FOR EACH INDIVIDUAL MAP NUMBER**

0 - 150 ACRES..... \$1,200.00 + \$15.00/ACRE

151 & OVER ACRES \$1,000.00 + \$10.00/ACRE

Independent Signing and Striping Plans \$900 per sheet

Independent Traffic Control and Detour Plans \$900 per sheet

Street Improvement Revisions Review (For City Approved Plans) \$150 per sheet

GIS Fee \$50.00 per sheet

PLAN CHECK FEES (SUBDIVISION & PARCEL MAPS) FOR EACH INDIVIDUAL MAP NUMBER

FINAL SUBDIVISION MAP TRACT MAPS (1 - 10 LOTS) \$1,200.00
EACH LOT OVER 10, AN ADDITIONAL \$40

PARCEL MAP (1 - 5 PARCELS) \$1,200.00
EACH PARCEL OVER 5, AN ADDITIONAL \$40 PER PARCEL

Bond No. 929627127

Premium \$ 8,380.00

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

**RE: SUMMIT 77, FONTANA
TRACT NO. 18825-1**

WHEREAS, the City Council of the City of Fontana, State of California, and, KB Home Coastal, Inc. ("Principal") have entered into an agreement dated July 7, 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 One Million Three Hundred Ninety-Six Thousand Six Hundred Ninety-Four Dollars (\$1,396,694.00), 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 7th day of July, 2016.

PRINCIPAL

KB HOME COASTAL, INC.

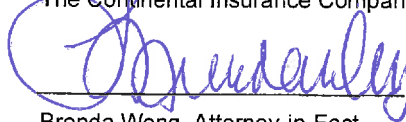


By: Scott Hansen,
Director of Forward Planning

(NOTARIZATION AND SEAL)

SURETY

The Continental Insurance Company



Brenda Wong, Attorney-in-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attach Notary
Acknowledgement and
Power of Attorney.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Los Angeles

On JUL 07 2016 before me, Phuong Tu Truong, Notary Public, personally appeared Brenda Wong 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.

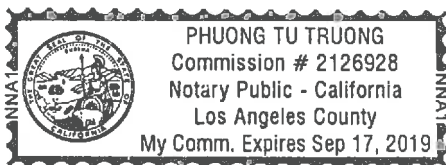
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

Phuong Tu Truong, Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeffrey Strassner, Cesar F Javier, Tenzer V Cunningham, Natalie K Trofimoff, Patricia Talavera, Brenda Wong, Kari Davis, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of April, 2014.



The Continental Insurance Company



Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of April, 2014, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2015


J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____, 2016. **JUL 07 2016**



The Continental Insurance Company


D. Bult Assistant Secretary

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.

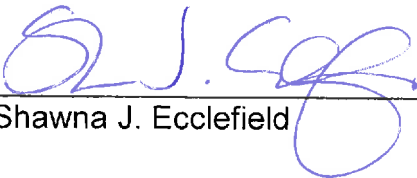
State of California }

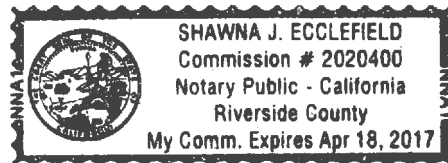
County of Riverside }

On July 12, 2016 before me, Shawna J. Ecclefield, Notary Public, personally appeared Scott Hansen, 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.


Shawna J. Ecclefield



(SEAL)

Bond No. 929627127

Premium \$ Included in Performance Bond

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

**RE: SUMMIT 77, FONTANA
TRACT NO. 18825-1**

WHEREAS, the City Council of the City of Fontana, State of California, and KB Home Coastal, Inc. ("Principal") have entered into an agreement dated July 7, 2016, (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 **One Million Three Hundred Ninety-Six Thousand Six Hundred Ninety-Four Dollars (\$1,396,694.00)** 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 sec. 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 7th day of July, 2016.

PRINCIPAL

KB HOME COASTAL, INC.

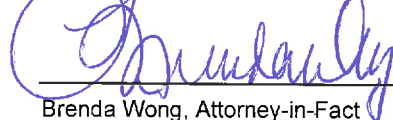


By: Scott Hansen,
Director of Forward Planning

(NOTARIZATION AND SEAL)

SURETY

The Continental Insurance Company



Brenda Wong, Attorney-in-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary
Acknowledgement and
Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Los Angeles

On JUL 07 2016 before me, Phuong Tu Truong, Notary Public, personally appeared Brenda Wong 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.

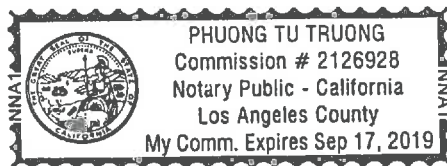
WITNESS my hand and official seal.

(seal)

Signature

Phuong Tu Truong

Phuong Tu Truong, Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeffrey Strassner, Cesar F Javier, Tenzer V Cunningham, Natalie K Trofimoff, Patricia Talavera, Brenda Wong, Kari Davis, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -


and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of April, 2014.



The Continental Insurance Company

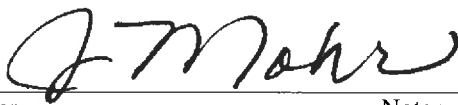

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of April, 2014, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2015


J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____, **JUL 07 2016**.



The Continental Insurance Company


D. Bult Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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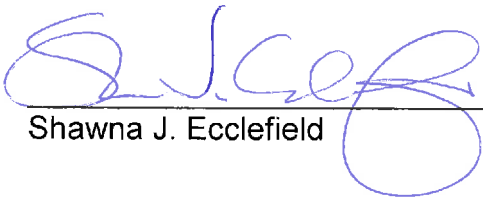
State of California }

County of Riverside }

On July 12, 2016 before me, Shawna J. Ecclefield, Notary Public, personally appeared Scott Hansen, 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.


Shawna J. Ecclefield



(SEAL)

Bond No. 929627127-M
Premium \$ Included in Performance Bond

SUBDIVISION WARRANTY OBLIGATION BOND

**RE: SUMMIT 77, FONTANA
TRACT NO. 18825-1**

WHEREAS, The City Council of the City of Fontana, State of California, and, KB Home Coastal, Inc. ("Principal") have entered into an agreement dated July 7, 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 Seventy-Nine Thousand Three Hundred Thirty-Eight Dollars and 80/100 (\$279,338.80) 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.

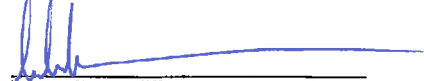
As a part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees incurred by the City of Fontana in successfully enforcing this obligation, as may be awarded by a court of competent 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 7th __day of July, 2016.

PRINCIPAL

KB HOME COASTAL, INC.




By: Scott Hansen,
Director of Forward Planning

(NOTARIZATION AND SEAL)

SURETY

The Continental Insurance Company



Brenda Wong, Attorney-in-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary
Acknowledgement and
Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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State of California

County of Los Angeles

On JUL 07 2016 before me, Phuong Tu Truong, Notary Public, personally appeared Brenda Wong 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.

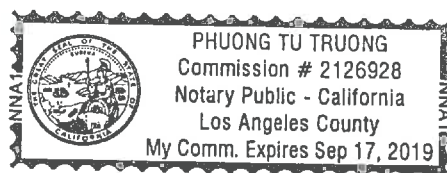
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature


Phuong Tu Truong, Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeffrey Strassner, Cesar F Javier, Tenzer V Cunningham, Natalie K Trofimoff, Patricia Talavera, Brenda Wong, Kari Davis, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of April, 2014.

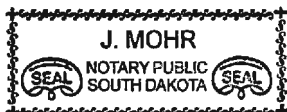


The Continental Insurance Company

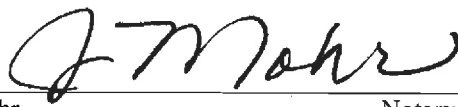

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of April, 2014, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2015


J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of _____, 2016.



The Continental Insurance Company


D. Bult Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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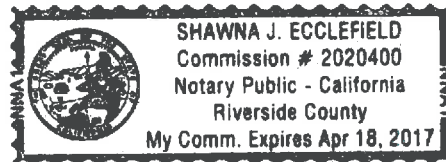
State of California }

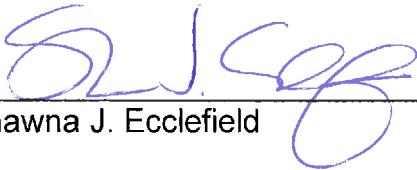
County of Riverside }

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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.




Shawna J. Ecclefield

(SEAL)