

SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: 20568

THIS AGREEMENT is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and KB HOME Cal Management Services, LLC, a Delaware limited liability company ("Subdivider"):

WHEREAS, the application for tentative Tract Map No. 20568, was conditionally approved on July 25, 2023; 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 seven hundred eighteen thousand, seven hundred thirty-nine dollars and twenty cents (\$ 718,739.20) 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

required pursuant to the provisions of section (2), below. Subdivider'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 Subdivider's surety in connection with the securities required pursuant to the provisions of section (2), below.

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 Council of the City of Fontana 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 "A".
- 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 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

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 the City of Fontana. No work on the improvements shall be commenced until plans and/or profiles therefore have been submitted, 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. **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.

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 }

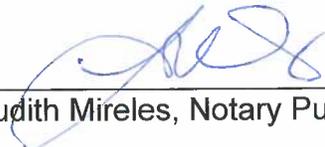
County of Riverside }

On December 5, 2025 before me, Judith Mireles, 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.



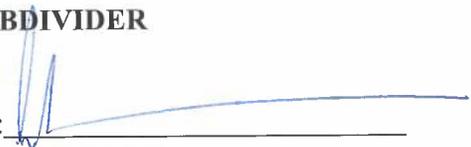


Judith Mireles, Notary Public

(SEAL)

IN WITNESS WHEREOF, this agreement shall for all purposes be deemed an original thereof, having been duly executed by the Subdivider herein named on the _____ day of _____, 20____ being duly signed by its undersigned representative(s) pursuant to authority of its governing body.

SUBDIVIDER

By:  _____

Scott Hansen

Name

VP of Forward Planning

Title

By: _____

Name

Title

CITY OF FONTANA

By: _____

City Manager

Print Name

Attest: _____

City Clerk

Print Name

APPROVED AS TO FORM:

By: _____

Best Best & Krieger LLP

City Attorney

Print Name

APPROVED AS TO CONTENT:

By: _____

City Engineer

Print Name



STAFF USE ONLY
RECORD NO.: _____

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

John T. Luong

DATE 05-21-2025
DEVELOPER KB HOME INLAND EMPIRE
ENGINEER John Luong, UCI
PHONE NO. 714-702-7006

PROJECT NAME SOUTHRIDGE VILLAGE
TRACT / PARCEL MAP NO. 20568
ADDRESS LIVE OAK AVENUE/VILLAGE
DRIVE

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER	<u>327</u>	L.F.	\$ 17.00	\$ 5,559
8" CURB & GUTTER	<u>180</u>	L.F.	\$ 19.00	\$ 3,420
8" THICK CROSS GUTTER	<u>2,378</u>	S.F.	\$ 11.00	\$ 26,158
4" SIDEWALK	<u>2,734</u>	S.F.	\$ 7.00	\$ 19,138
ACCESS RAMP	<u>6</u>	EA	\$ 5,000.00	\$ 30,000
DRIVE WAY APPROACHES	<u>341</u>	S.F.	\$ 11.00	\$ 3,751
ASPHALT CONCRETE DIKES	_____	L.F.	\$ 11.00	\$ _____
FOG SEAL	_____	S.F.	\$ 0.10	\$ _____
IMPORTED EMBANKMENT	_____	C.Y.	\$ 10.00	\$ _____
PREPARATION OF SUBGRADE	<u>11,539</u>	S.F.	\$ 0.50	\$ 5,769.50
* A.C.	<u>453 TON</u>	S.F.	\$ 150.00	\$ 67,950
* A.C. OVERLAY (2" THICKNESS) PER CITY STANDARD	<u>460 TON</u>	S.F.	\$ 150.00	\$ 69,012
* 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	_____	L.F.	\$ 5.00	\$ _____
* REMOVAL OF A.C. PAVEMENT	<u>6,585</u>	S.F.	\$ 0.66	\$ 4,346.10
** REMOVAL OF P.C.C. CURB	<u>595</u>	L.F.	\$ 6.00	\$ 3,570
* 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 FT.	_____	L.F.	\$ 50.00	\$ _____
AGGREGATE BASE	<u>488 TON</u>	S.F.	\$ 30.00	\$ 14,640
GUARD POSTS	_____	EA	\$ 70.00	\$ _____
GUARD PANEL (WOOD)	_____	L.F.	\$ 40.00	\$ _____
SAWCUT	<u>326</u>	L.F.	\$ 3.50	\$ 1,141
REFLECTORS AND POSTS	_____	EA	\$ 100.00	\$ _____
STREET SIGNS	_____	EA	\$ 250.00	\$ _____
RELOCATE EXISTING TREE	<u>10</u>	S.F.	\$ 3,000.00	\$ 30,000
REMOVE EXISTING CHAIN LINK FENCE	<u>502</u>	L.F.	\$ 7.00	\$ 3,514
REMOVE AND REPLACE STAMPED CONCRETE	<u>1,504</u>	EA	\$ 44.00	\$ 66,176
ROUTED ROCK	<u>15 CY</u>	L.F.	\$ 40.00	\$ 600
_____	_____	S.F.	_____	\$ _____

STREET IMPROVEMENT SUBTOTAL \$ 354,744.60

* A.C. ASPHALTIC CONCRETE
** P.C.C. PORTLAND CONCRETE CEMENT
Rev. 2/5/24 NQ/RG

STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP	<u>215</u>	L.F.	\$ 90.00	\$ 19,350
* 24" RCP	<u>156</u>	L.F.	\$ 110.00	\$ 17,160
* 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	<u>4</u>	EA	\$ 14,000.00	\$ _____
JUNCTION STRUCTURE	_____	EA	\$ 3,200.00	\$ 12,800
TRAFFIC TYPE JUNCTION STRUCTURE	_____	EA	\$ 2,800.00	\$ _____
DISCHARGE STRUCTURE	_____	EA	\$ 2,800.00	\$ _____
MANHOLES	<u>3</u>	EA	\$ 2,500.00	\$ 7,500
LOCAL DEPRESSION	_____	EA	\$ 1,250.00	\$ _____
GRATE INLET STRUCTURE	<u>1</u>	EA	\$ 2,100.00	\$ 2,100
CSP RISER	<u>2</u>	EA	\$ 7,500.00	\$ 15,000
CONCRETE COLLAR	<u>1</u>	EA	\$ 1,000.00	\$ 1,000
ANTI-SEEP COLLARS	<u>2</u>	EA	\$ 1,000.00	\$ 2,000
_____	_____	EA	\$ _____	\$ _____
STORM DRAIN IMPROVEMENT SUBTOTAL				\$ 76,910

* 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	<u>5</u>	EA	\$ 4,000.00	\$ 20,000
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	<u>255</u>	L.F.	\$ 60.00	\$ _____
** 8" VCP	_____	L.F.	\$ 70.00	\$ 17,858
** 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				\$ 37,858

** 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)	3,302	L.F.	\$ 2.40	\$ 7,924.80
PAINT TRAFFIC STRIPE (2 COATS)		L.F.	\$ 0.65	\$
PEDESTRIAN CROSSWALK STRIPING		L.F.	\$ 0.65	\$
PAVEMENT MARKER (NON REFLECTIVE)		EA	\$ 2.50	\$
PAVEMENT MARKER (REFLECTIVE)	273	EA	\$ 4.00	\$ 1,092
REFLECTORS AND POSTS		EA	\$ 100.00	\$
STREET SIGNS	12	EA	\$ 250.00	\$ 3,000
REMOVE EXISTING SIGN	3	EA	\$ 250.00	\$ 750
RELOCATE EXISTING SIGN	3	EA	\$ 250.00	\$ 750
		EA	\$	\$
		EA	\$	\$
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL				\$ 12,886.80

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	\$ 354,744.60
STORM DRAIN IMPROVEMENTS SUBTOTAL	\$ 76,910.00
SANITARY SEWER IMPROVEMENTS SUBTOTAL	\$ 37,858.00
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL	\$ 12,886.80

IMF IMPROVEMENT SUBTOTAL \$ 482,399.40

** USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES**

C.F.D. LANDSCAPE IMPROVEMENTS	\$
STREET LIGHTS <u>10</u> @ \$5,000.00	\$ 50,000
CUCAMONGA COUNTY WATER DISTRICT FACILITIES	\$

IMPROVEMENT SUBTOTAL \$ 532,399.40
 ADD 35% \$ 186,339.80

BONDING TOTAL \$ 718,739.20

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMPROVEMENT DRAWING NO. 6513

STREET LIGHT DRAWING NO. 6513LT

SEWER IMPROVEMENT DRAWING NO. 6515

STORM DRAIN IMPROVEMENT DRAWING NO. 6514

TRAFFIC SIGNAL DRAWING NO. _____

SIGNING & STRIPING DRAWING NO. _____

INTERCONNECT DRAWING NO. _____

C.F.D. LANDSCAPE DRAWING NO. _____

Bond No. 024285875
Premium \$ included in Performance Bond

SECURITY BOND FOR LABOR AND MATERIALS OF
SUBDIVISION AGREEMENT

Tract Map No.: 20568

WHEREAS, the City Council of the City of Fontana, State of California, and KB Home Cal Management Services LLC ("Principal") have entered into an agreement dated 06/18/2025, (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 Seven hundred eighteen thousand seven hundred thirty nine and 20/100 dollars (\$ 718,739.20 _____) 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.

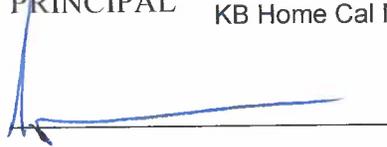
It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of all persons, companies, and corporations entitled to file claims pursuant to Section 3082 et sec. of the California Civil Code.

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.

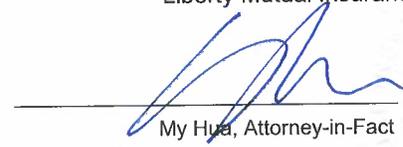
IN WITNESS WHEREOF, this instrument, for all purposes be deemed an original having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 26th day of June , 2025 .

PRINCIPAL KB Home Cal Management Services LLC



(NOTARIZATION AND SEAL)

SURETY Liberty Mutual Insurance Company



(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary
 Acknowledgement and
 Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

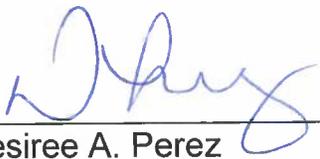
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

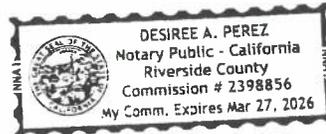
On JUN 30 2025, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



Desiree A. Perez



(SEAL)

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 Orange)

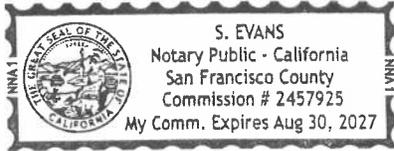
On JUN 26 2025 before me, S. Evans, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

S. Evans
Signature of Notary Public

OPTIONAL

Though this section is 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: My Hua

- 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: _____



POWER OF ATTORNEY

Certificate No: 8213111- 024017

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

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, Tenzer V. Cunningham, Morgan Davis, Sokha Evans, Martha Gonzales, My Hua, Mechelle Larkin, Kathy R. Mair, Jeffrey Strassner, Marie Claire Trinidad, Brenda Wong

all of the city of Los Angeles state of CA 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 10th day of February, 2025.



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

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY

On this 10th day of February, 2025 before me personally appeared Nathan J. Zangerle, 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
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 Nathan J. Zangerle, 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 26 day of JUN 2025.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Bond No. 024285875
Premium \$ 4,312.00

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

Tract Map No.: 20568

WHEREAS, the City Council of the City of Fontana, State of California, and,
KB Home Cal Management Services LLC ("Principal") have entered into an agreement dated
06/18/2025 (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 Seven hundred eighteen thousand seven hundred thirty nine and 20/100 dollars
(\$ 718,739.20 , 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.

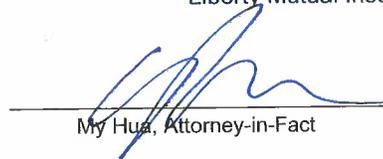
IN WITNESS WHEREOF, this instrument, for all purposes as deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 26th day of June, 2025

PRINCIPAL KB Home Cal Management Services LLC



(NOTARIZATION AND SEAL)

SURETY Liberty Mutual Insurance Company



My Hua, Attorney-in-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attach Notary Acknowledgement and Power of Attorney.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

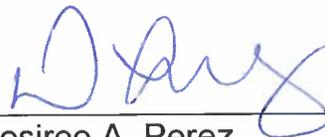
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

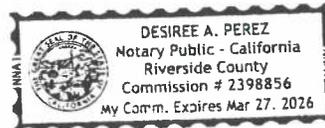
On JUN 30 2025, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



Desiree A. Perez



(SEAL)

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 Orange)

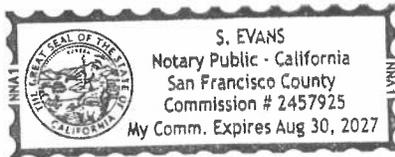
On JUN 26 2025 before me, S. Evans, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----,
[Name(s) of Signer(s)]

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

S. Evans

Signature of Notary Public

OPTIONAL

Though this section is 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: My Hua

- 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: _____



POWER OF ATTORNEY

Certificate No: 8213111- 024017

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

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, Tenzer V. Cunningham, Morgan Davis, Sokha Evans, Martha Gonzales, My Hua, Mechelle Larkin, Kathy R. Mair, Jeffrey Strassner, Marie Claire Trinidad, Brenda Wong

all of the city of Los Angeles state of CA 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 10th day of February, 2025.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of February, 2025 before me personally appeared Nathan J. Zangerle, 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
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 Nathan J. Zangerle, 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 JUN 26, 2025 day of



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

Bond No. 024285875-M
Premium \$ Included in Performance Bond

SUBDIVISION WARRANTY OBLIGATION BOND

Tract Map No.: 20568

WHEREAS, The City Council of the City of Fontana, State of California, and, KB Home Cal Management Services LLC ("Principal") have entered into an agreement dated _____ (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 One Hundred Forty Three Thousand Seven Hundred Forty Seven and 84/100 (\$ 143,747.84) 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.

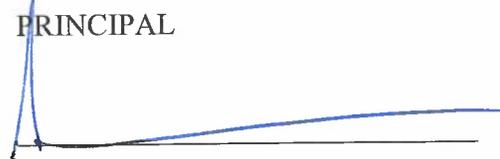
As a part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees incurred by the City of Fontana in successfully enforcing this obligation, as may be awarded by a court of competent 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, this instrument, for all purposes be deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this .23rd day of ___ July __, 20.25 _.

KB Home Cal Management Service LLC

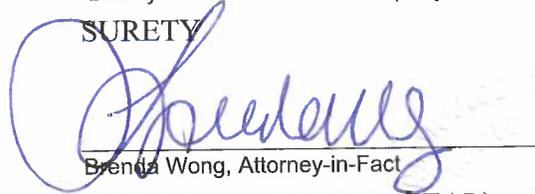
PRINCIPAL



(NOTARIZATION **Scott Hansen**)
Vice President, Forward Planning

Liberty Mutual Insurance Company

SURETY



Brenda Wong, Attorney-in-Fact
(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

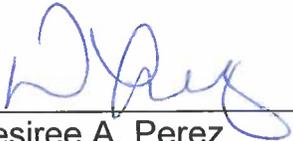
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

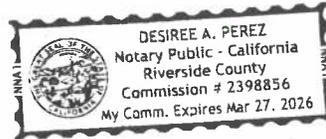
On JUL 25 2025, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



Desiree A. Perez



(SEAL)

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 7/23/2025 before me, Marie Claire Trinidad, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Brenda Wong -----,
[Name(s) of Signer(s)]

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

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

WITNESS my hand and official seal.



Marie Claire Trinidad

Signature of Notary Public, Marie Claire Trinidad

Place Notary Seal Above

OPTIONAL

Though this section is 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: Brenda Wong

- 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: _____



POWER OF ATTORNEY

Certificate No: 8204866

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

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, Brenda Wong

all of the city of Los Angeles, state of CA 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 1st day of July, 2024.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
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 Nathan J. Zangerle, 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, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 23rd day of July, 2025.



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.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.