

SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: 20580

THIS AGREEMENT is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and Glen at Fontana, LLC

("Subdivider");

WHEREAS, the application for tentative Tract Map No. 20580, was conditionally approved on September 5, 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 Eighty-Seven Thousand Two Hundred Sixty-Nine & 97/100
(\$ 87,269.97) 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.

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

CITY OF FONTANA

By: 
Matthew Lynch
Name
Principal
Title

By: _____
City Manager

Print Name

By: _____

Name

Title

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



- PRELIMINARILY APPROVED
- CONSTRUCTION APPROVED
- FINAL APPROVED
- CORRECTIONS
- FOR INFORMATION ONLY

BY C.M. REV. No 4TH REV DATE 3/25/2024

STAFF USE ONLY
RECORD NO.: ELPC23-00038

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

DATE 03/07/2024
 DEVELOPER RC Homes Inc.
 ENGINEER John Luong, UCI
 PHONE NO. 714-702-7006

PROJECT NAME RC Homes Inc.
 TRACT / PARCEL MAP NO. 20580
 ADDRESS 15912 Chase Road, Fontana, CA

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER	<u>6</u>	L.F.	\$ 17.00	\$ <u>102.0</u>
8" CURB & GUTTER	<u>250</u>	L.F.	\$ 19.00	\$ <u>4,750</u>
8" THICK CROSS GUTTER	<u>423</u>	S.F.	\$ 11.00	\$ <u>4,653</u>
4" SIDEWALK	<u>862</u>	S.F.	\$ 7.00	\$ <u>6,034</u>
ACCESS RAMP	<u>1</u>	EA	\$ 5,000.00	\$ <u>5,000</u>
DRIVE WAY APPROACHES		S.F.	\$ 11.00	\$ _____
ASPHALT CONCRETE DIKES		L.F.	\$ 11.00	\$ _____
FOG SEAL		S.F.	\$ 0.10	\$ _____
IMPORTED EMBANKMENT		C.Y.	\$ 10.00	\$ _____
PREPARATION OF SUBGRADE	<u>2538</u>	S.F.	\$ 0.50	\$ <u>1,269</u>
* A.C.	<u>49.5</u>	TON	\$ 150.00	\$ <u>7,425</u>
* A.C. OVERLAY (2" THICKNESS) PER CITY STANDARD		TON	\$ 150.00	\$ _____
* PCC CURB ONLY (MEDIAN)		L.F.	\$ 16.00	\$ _____
ADJUST SEWER MANHOLE TO GRADE		EA	\$ 500.00	\$ _____
ADJUST SEWER CLEAN OUT TO GRADE		EA	\$ 300.00	\$ _____
ADJUST WATER VALVES TO GRADE		EA	\$ 250.00	\$ _____
BARRICADES		L.F.	\$ 40.00	\$ _____
2 X 4 REDWOOD HEADER		L.F.	\$ 5.00	\$ _____
* REMOVAL OF A.C. PAVEMENT	<u>562</u>	S.F.	\$ 0.66	\$ <u>370.92</u>
** REMOVAL OF P.C.C. CURB		L.F.	\$ 6.00	\$ _____
* REMOVAL OF A.C. BERM		L.F.	\$ 5.00	\$ _____
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	\$ 40.00	\$ _____
BLOCK WALL H=6 FT.		L.F.	\$ 50.00	\$ _____
AGGREGATE BASE	<u>103</u>	TON	\$ 30.00	\$ <u>3,090</u>
GUARD POSTS		EA	\$ 70.00	\$ _____
GUARD PANEL (WOOD)		L.F.	\$ 40.00	\$ _____
SAWCUT	<u>207</u>	L.F.	\$ 3.50	\$ <u>724.5</u>
REFLECTORS AND POSTS	<u>1</u>	EA	\$ 100.00	\$ <u>100</u>
STREET SIGNS		EA	\$ 250.00	\$ _____
REMOVE EX. ROAD BARRIER	<u>2</u>	EA	\$ 1,500.00	\$ <u>3,000</u>
_____		EA		\$ _____
_____		EA		\$ _____
_____		EA		\$ _____
_____		EA		\$ _____
_____		EA		\$ _____
STREET IMPROVEMENT SUBTOTAL				\$ <u>36,518.42</u>

* 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	32	L.F.	\$ 90.00	\$ 2,880.00
* 24" RCP		L.F.	\$ 110.00	\$
* 30" RCP		L.F.	\$ 250.00	\$
* 36" RCP		L.F.	\$ 250.00	\$
* 42" RCP		L.F.	\$ 250.00	\$
* 48" RCP		L.F.	\$ 260.00	\$
* 54" RCP		L.F.	\$ 280.00	\$
* 60" RCP		L.F.	\$ 300.00	\$
* 66" RCP		L.F.	\$ 320.00	\$
* 78" RCP		L.F.	\$ 340.00	\$
* 24" CMP		L.F.	\$ 90.00	\$
* 60" CMP		L.F.	\$ 320.00	\$
CATCH BASIN/CURB INLET:				
W=7	1	EA	\$ 4,000.00	\$ 4,000
W=10		EA	\$ 4,500.00	\$
W=14		EA	\$ 6,000.00	\$
W=21		EA	\$ 11,000.00	\$
W=28		EA	\$ 14,000.00	\$
JUNCTION STRUCTURE	1	EA	\$ 3,200.00	\$ 3,200
TRAFFIC TYPE JUNCTION STRUCTURE		EA	\$ 2,800.00	\$
DISCHARGE STRUCTURE		EA	\$ 2,800.00	\$
MANHOLES		EA	\$ 2,500.00	\$
LOCAL DEPRESSION	1	EA	\$ 1,250.00	\$ 1,250
GRATE INLET STRUCTURE		EA	\$ 2,100.00	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
STORM DRAIN IMPROVEMENT SUBTOTAL				\$ 11,330

* 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	2	EA	\$ 4,000.00	\$ 8,000
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		L.F.	\$ 60.00	\$
** 8" VCP	50	L.F.	\$ 70.00	\$ 3,500
** 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				\$ 11,500

** 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)		L.F.	\$ 2.40	\$
PAINT TRAFFIC STRIPE (2 COATS)		L.F.	\$ 0.65	\$
PEDESTRIAN CROSSWALK STRIPING	40	L.F.	\$ 0.65	\$ 26.00
PAVEMENT MARKER (NON REFLECTIVE)		EA	\$ 2.50	\$
PAVEMENT MARKER (REFLECTIVE)		EA	\$ 4.00	\$
REFLECTORS AND POSTS		EA	\$ 100.00	\$
STREET SIGNS	1	EA	\$ 250.00	\$ 250.00
"STOP" PAVEMENT MARKING	1	EA	\$ 10.00	\$ 10.00
12" WIDE "STOP" BAR	1	EA	\$ 10.00	\$ 10.00
		EA	\$	\$
		EA	\$	\$
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL				\$ 296.00

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	\$36,518.42
STORM DRAIN IMPROVEMENTS SUBTOTAL	\$ 11,330
SANITARY SEWER IMPROVEMENTS SUBTOTAL	\$ 11,500
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL	\$ 296.00
IMI IMPROVEMENT SUBTOTAL	\$ 59,644.42

* USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*

C.F.D. LANDSCAPE IMPROVEMENTS	\$
STREET LIGHTS <u>1</u> @ \$5,000.00	\$ 5,000
CUCAMONGA COUNTY WATER DISTRICT FACILITIES	\$
IMPROVEMENT SUBTOTAL	\$ 64,644.42
ADD 35%	\$ 22,625.55
BONDING TOTAL	\$ 87,269.97

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMPROVEMENT DRAWING NO. 6395

STREET LIGHT DRAWING NO. 6395LT

SEWER IMPROVEMENT DRAWING NO. 6396


STORM DRAIN IMPROVEMENT DRAWING NO. 6395

TRAFFIC SIGNAL DRAWING NO. _____

SIGNING & STRIPING DRAWING NO. 6410

INTERCONNECT DRAWING NO. _____

C.F.D. LANDSCAPE DRAWING NO. _____

CITY OF FONTANA ENGINEERING	
<input type="checkbox"/> PRELIMINARILY APPROVED	
<input checked="" type="checkbox"/> CONSTRUCTION APPROVED	
<input type="checkbox"/> FINAL APPROVED	
<input type="checkbox"/> CORRECTIONS	
<input type="checkbox"/> FOR INFORMATION ONLY	
BY CM	REV. No 4TH REV DATE 3/25/2024

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

Bond No. CIC1948917
Premium \$ 2,618.00

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

Tract Map No.: 20580

WHEREAS, the City Council of the City of Fontana, State of California, and, _____
Glen at Fontana, LLC _____ ("Principal") have entered into an agreement dated
_____ (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 Eighty-Seven Thousand Two Hundred Sixty-Nine & 97/100
(\$87,269.97), 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 18th day of April, 2024.

PRINCIPAL Glen at Fontana, LLC



(NOTARIZATION AND SEAL)

SURETY Capitol Indemnity Corporation



Esteban Flores, Attorney-in-Fact

(NOTARIZATION AND SEAL)



NOTE: Please Attach Notary Acknowledgement and Power of Attorney.

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1948917

Bond Number

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

MICHAEL D LAPRE; ESTEBAN FLORES; R.M.FRIEDIK;PHILLIP SIMONS;ARTYCE JOHNSON

BELINDA JOHNSON;MICHAEL SIMONS;MICHELLE L. ELDRIDGE; J.C. SHIVELY; RANDI FORAN

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

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$2,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

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

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

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

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

RJ Byrnes

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick

Todd Burrick
Chief Underwriting Officer



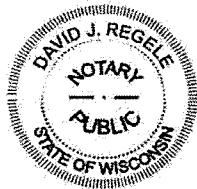
CAPITOL INDEMNITY CORPORATION

Adam L. Sills

Adam L. Sills
Chief Executive Officer and President

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

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

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

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

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

Signed and sealed at the City of Middleton, State of Wisconsin this 18th day of April, 2024



Suzanne M. Broadbent

Suzanne M. Broadbent
Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Ventura

On 04/18/2024 before me, R. M. Friedik, Notary Public,
(Here insert name and title of the officer)

personally appeared Esteban Flores,

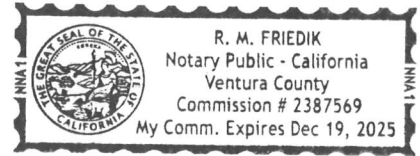
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

R. M. Friedik
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond No. CIC1948917

(Title or description of attached document)

N/A

(Title or description of attached document continued)

Number of Pages three Document Date 04/18/2024

N/A

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

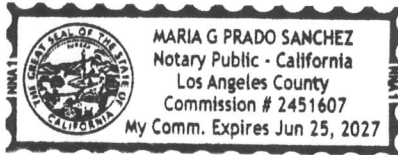
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of LOS ANGELES

On APRIL 19, 2024 before me, MARIA G. PRADO SANCHEZ, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared MATTHEW LIVINGSTON
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 and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Bond No. CIC1948917
Premium \$ Included in Performance Bond

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

Tract Map No.: 20580

WHEREAS, the City Council of the City of Fontana, State of California, and _____
Glen at Fontana, LLC ("Principal") have entered into an agreement dated _____,
(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 Eighty-Seven Thousand Two Hundred Sixty-Nine & 97/100
(\$ 87,269.97) 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 18th day of April, 2024.

PRINCIPAL Glen at Fontana, LLC



(NOTARIZATION AND SEAL)

SURETY Capitol Indemnity Corporation



Esteban Flores, Attorney-in-Fact
(NOTARIZATION AND SEAL)



NOTE: Please Attached Notary Acknowledgement and Power of Attorney

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1948917

Bond Number

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

-----MICHAEL D LAPRE; ESTEBAN FLORES; R.M.FRIEDIK;PHILLIP SIMONS;ARTYCE JOHNSON-----
-----BELINDA JOHNSON;MICHAEL SIMONS;MICHELLE L. ELDRIDGE; J.C. SHIVELY; RANDI FORAN-----

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

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$2,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

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

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

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IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

RJ Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Todd Burrick
Todd Burrick
Chief Underwriting Officer

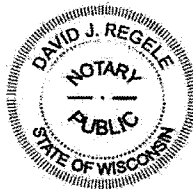


CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Adam L. Sills
Chief Executive Officer and President

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

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



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

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

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

Signed and sealed at the City of Middleton, State of Wisconsin this 18th day of April, 2024



Suzanne M. Broadbent
Suzanne M. Broadbent
Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California

County of Ventura

On 04/18/2024 before me, R. M. Friedik, Notary Public,
(Here insert name and title of the officer)

personally appeared Esteban Flores,

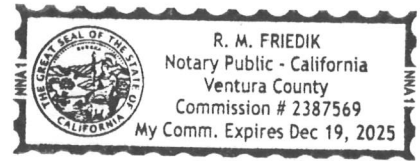
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond No. CIC1948917

(Title or description of attached document)

N/A

(Title or description of attached document continued)

Number of Pages three Document Date 04/18/2024

N/A

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

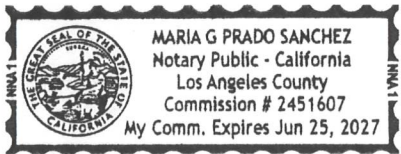
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State of California }
County of LOS ANGELES }

On APRIL 19, 2024 before me, MARIA G. PRADO SANCHEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MATTHEW LIVINGSTON
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 and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____