

LAND IMPROVEMENT AGREEMENT

PM # 20456 ASP #  
DR # \_\_\_\_\_ ADDRESS # 16422 Slover Ave. \_\_\_\_\_

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the City of Fontana, hereinafter call City and \_\_\_\_\_  
DUKE REALTY LIMITED PARTNERSHIP hereinafter called Applicant.

**WITNESSETH:**

**WHEREAS**, it is the intention of the Applicant to improve a certain parcel or parcels of  
land in the City of Fontana described as 16422 Slover Ave.  
\_\_\_\_\_ and,

**WHEREAS**, the City Council of the City of Fontana has approved and adopted certain  
rules and regulations governing the developing of land in the City and the posting of  
improvements securities guaranteeing the installation of necessary permanent improvements as  
set forth in Article III of Chapter 25, Article IV of Chapter 26 and Article III of Chapter 27 of the  
Fontana City Code and,

**WHEREAS**, the City Code specifically sets forth the requirements for the installations of  
necessary improvements affecting land development.

**NOW, THEREFORE**, the City and the Applicant mutually agrees as follows:

The Applicant will construct or cause to be constructed at applicants expense all required  
permanent improvements on streets abutting his property, 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 or as  
specifically described and shown on approved plans on file with City Engineer and total cost  
estimate as stated on Exhibit "A", and in accordance with applicable provisions of the Standard  
Specifications and Standard Details of the City of Fontana in effect on the date of this  
Agreement.

The work shall be done under the supervision of and to the satisfaction of the City  
Engineer. The estimated cost of said work and improvement is the sum of  
EIGHT HOUNDRED NINETY FIVE THOUSAND EIGHT HUNDRED AND FOUR (\$ 895,804  
\_\_\_\_\_). Surety bond for Faithful Performance in the penal sum of the estimated cost of said work and  
improvement shall be properly executed in favor of and delivered to the City as part of this  
Agreement. In lieu of a surety bond the Applicant may deposit money or negotiable securities  
with the City as provided in Article III of Chapter 25, Article IV of Chapter 26 and Article III of  
Chapter 27 of the Fontana City Code.

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 this section.

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

All of the required improvements shall be completed within 12 months from the effective date of this agreement. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Applicant shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay

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

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

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

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

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

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

IN WITNESS WHEREOF, three (3) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Applicant herein named on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

**APPLICANT**

  
Signature

Christian Cochrun  
Print Name

Prologis  
Company Name

3546 Concours St., Suite 100  
Address

Ontario, CA 91764  
City State Zip Code

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

**CITY OF FONTANA**

By: \_\_\_\_\_  
City Engineer

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

**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.

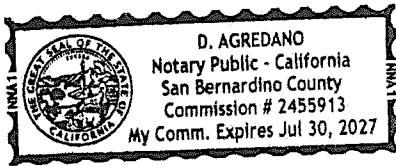
State of California )  
County of Los Angeles )

On October 14, 2024 before me, D. Agredano, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Christian Cochran  
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.



Signature [Handwritten Signature]  
Signature of Notary Public

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: \_\_\_\_\_  
 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: \_\_\_\_\_

**Exhibit “A”**

**LAND IMPROVEMENT  
AGREEMENT**

**INSERT ENGINEER’S  
COST ESTIMATE**

**IN THIS SPOT**

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

DATE 10-14-2024  
DEVELOPER PROLOGIS  
ENGINEER HUITT-ZOLLARS, INC  
PHONE NO. 909-941-7799

PROJECT NAME ONTARIO DISTRICT #17  
TRACT / PARCEL MAP NO. PM 20456  
ADDRESS 16422 SLOVER AVE  
FONTANA, CA

**STREET IMPROVEMENTS**

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
8" CURB & GUTTER	1,818	L.F.	\$ 17.00	\$ 30,906
8" CURB & GUTTER	680	L.F.	\$ 19.00	\$ 12,920
8" THICK CROSS GUTTER		S.F.	\$ 11.00	\$
4" SIDEWALK	11,152	S.F.	\$ 7.00	\$ 78,064
ACCESS RAMP		EA	\$ 5,000.00	\$
DRIVE WAY APPROACHES	910	S.F.	\$ 11.00	\$ 10,010
ASPHALT CONCRETE DIKES		L.F.	\$ 11.00	\$
FOG SEAL		S.F.	\$ 0.10	\$
IMPORTED EMBANKMENT		C.Y.	\$ 10.00	\$
PREPARATION OF SUBGRADE		S.F.	\$ 0.50	\$
* A.C.	844	TON	\$ 150.00	\$ 126,600
* A.C. OVERLAY (2" THICKNESS) PER CITY STANDARD	664	TON	\$ 150.00	\$ 99,600
* PCC CURB ONLY (MEDIAN)	1,850	L.F.	\$ 16.00	\$ 29,600
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	25,366	S.F.	\$ 0.66	\$ 16,742
** REMOVAL OF P.C.C. CURB	94	L.F.	\$ 6.00	\$ 564
* 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		TON	\$ 30.00	\$
GUARD POSTS		EA	\$ 70.00	\$
GUARD PANEL (WOOD)		L.F.	\$ 40.00	\$
SAWCUT	3,000	L.F.	\$ 3.50	\$ 7,500
REFLECTORS AND POSTS		EA	\$ 100.00	\$
STREET SIGNS		EA	\$ 250.00	\$
		EA		\$
		EA		\$
		EA		\$
		EA		\$
		EA		\$
		EA		\$
		EA		\$

**STREET IMPROVEMENT SUBTOTAL \$ 415,506**

\* 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		L.F.	\$ 90.00	\$
* 24" RCP		L.F.	\$ 110.00	\$
* 30" RCP		L.F.	\$ 250.00	\$
* 36" RCP		L.F.	\$ 250.00	\$
* 42" RCP		L.F.	\$ 250.00	\$
* 48" RCP		L.F.	\$ 260.00	\$
* 54" RCP		L.F.	\$ 280.00	\$
* 60" RCP		L.F.	\$ 300.00	\$
* 66" RCP		L.F.	\$ 320.00	\$
* 78" RCP		L.F.	\$ 340.00	\$
* 24" CMP		L.F.	\$ 90.00	\$
* 60" CMP		L.F.	\$ 320.00	\$
CATCH BASIN/CURB INLET:				
W=7		EA	\$ 4,000.00	\$
W=10		EA	\$ 4,500.00	\$
W=14		EA	\$ 6,000.00	\$
W=21		EA	\$ 11,000.00	\$
W=28		EA	\$ 14,000.00	\$
JUNCTION STRUCTURE		EA	\$ 3,200.00	\$
TRAFFIC TYPE JUNCTION STRUCTURE		EA	\$ 2,800.00	\$
DISCHARGE STRUCTURE		EA	\$ 2,800.00	\$
MANHOLES		EA	\$ 2,500.00	\$
LOCAL DEPRESSION		EA	\$ 1,250.00	\$
GRATE INLET STRUCTURE		EA	\$ 2,100.00	\$
		EA	\$	\$
<u>PARKWAY DRAIN</u>	<u>3</u>	EA	<u>\$ 2,500.00</u>	<u>\$ 7,500</u>
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
<b>STORM DRAIN IMPROVEMENT SUBTOTAL</b>				<b>\$ 7,500</b>

\* REINFORCED CONCRETE PIPE  
 \* CORRUGATED METAL PIPE

**SANITARY SEWER IMPROVEMENTS**

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
MANHOLES 60" DIAMETER		EA	\$ 4,500.00	\$
MANHOLES 48" DIAMETER		EA	\$ 4,000.00	\$
DROP MAN HOLES		EA	\$ 4,500.00	\$
WYES		EA	\$ 100.00	\$
CLEANOUTS	<u>1</u>	EA	\$ 600.00	<u>\$ 600</u>
REMODELING OF EXISTING MANHOLE		EA	\$ 950.00	\$
** 4" VCP		L.F.	\$ 50.00	\$
** 6" VCP		L.F.	\$ 60.00	\$
** 8" VCP		L.F.	\$ 70.00	\$
** 10" VCP		L.F.	\$ 80.00	\$
** 12" VCP		L.F.	\$ 90.00	\$
** 15" VCP		L.F.	\$ 100.00	\$
		L.F.	\$	\$
		L.F.	\$	\$
		L.F.	\$	\$
		L.F.	\$	\$
<b>SANITARY SEWER IMPROVEMENT SUBTOTAL</b>				<b>\$ 600</b>

\*\* 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)	2,175	L.F.	\$ 2.40	\$ 5,220
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)		EA	\$ 4.00	\$
REFLECTORS AND POSTS		EA	\$ 100.00	\$
STREET SIGNS	11	EA	\$ 250.00	\$ 2,750
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
<b>TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL</b>				<b>\$ 7,970</b>

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

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
AREA LANDSCAPED	2,560	S.F.	\$ 12.00	\$ 30,720
CENTER MEDIAN	9,625	S.F.	\$ 12.00	\$ 115,500
<b>LANDSCAPING IMPROVEMENTS SUBTOTAL</b>				<b>\$ 146,220</b>

SUBTOTALS:

<b>STREET IMPROVEMENTS SUBTOTAL</b> .....	<b>\$ 415,506</b>
<b>STORM DRAIN IMPROVEMENTS SUBTOTAL</b> .....	<b>\$ 7,500</b>
<b>SANITARY SEWER IMPROVEMENTS SUBTOTAL</b> .....	<b>\$ 600</b>
<b>TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL</b> .....	<b>\$ 7,970</b>
<b>IMPROVEMENT SUBTOTAL</b>	<b>\$ 431,576</b>

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

<b>C.F.D. LANDSCAPE IMPROVEMENTS</b> .....	<b>\$</b>
<b>STREET LIGHTS 8 @ \$5,000.00</b> .....	<b>\$ 40,000</b>
<b>CUCAMONGA COUNTY WATER DISTRICT FACILITIES</b> .....	<b>\$</b>
<b>IMPROVEMENT SUBTOTAL</b> .....	<b>\$ 617,796</b>
<b>ADD 35%</b> .....	<b>\$ 216,228</b>
<b>ADD 10% FOR IMPROVEMENT PLANS NOT APPROVED</b>	<b>61,780</b>
<b>BONDING TOTAL</b> .....	<b>\$ 895,804</b>

**APPROVED PUBLIC IMPROVEMENT PLANS:**

STREET IMPROVEMENT DRAWING NO. 6451

STREET LIGHT DRAWING NO. 6451LT

SEWER IMPROVEMENT DRAWING NO. 2962

STORM DRAIN IMPROVEMENT DRAWING NO. N/A

TRAFFIC SIGNAL DRAWING NO. N/A

SIGNING & STRIPING DRAWING NO. 6457

INTERCONNECT DRAWING NO. N/A

C.F.D. LANDSCAPE DRAWING NO. N/A

Bond No. 9465155  
Premium \$ 4,837.00

## BOND GUARANTEE FOR FAITHFUL PERFORMANCE

### Land Improvement Agreement

**WHEREAS**, the City of Fontana, State of California, and DUKE REALTY LIMITED PARTNERSHIP hereinafter designated as "Applicant" have entered into an agreement whereby applicant agrees to install and complete certain designated public improvements which said agreement, dated October 14, 2024, and identified as LAND IMPROVEMENT AGREEMENT is hereby referred to and made a part hereof; and

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

**NOW, THEREFORE**, we the applicant and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the City of Fontana, hereinafter called the City, in the penal sum of EIGHT HOUNDRD NINETY FIVE THOUSAND EIGHT HUNDRED AND FOUR (\$ 895,804) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by those presents.

The condition of this obligation is such that if the above bonded applicant, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect, pursuant to Article III of Chapter 25, Article IV of Chapter 26 and Article III of Chapter 27 Fontana City Code, and any amendments thereto, for the installation of construction of: Street Improvements per DWG #6451, Street Light Improvements per DWG #6451LT  
Signing & Striping Improvements per DWG #6457  
Sewer Improvement per DWG #2962

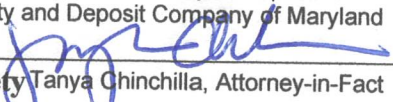
As part of the obligation secured hereby and in addition to the face amount specified hereon, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the applicant and surety above named, on October 14, 2024

DUKE REALTY LIMITED PARTNERSHIP  
an Indiana limited partnership  
By: Duke Realty LLC  
a Delaware limited liability company  
its general partner  
By: Authorized Person \_\_\_\_\_ (seal)

**Applicant** Type text here

\_\_\_\_\_  
[(Name, Title) of Prologis, Inc.,  
a Maryland corporation  
Fidelity and Deposit Company of Maryland  
 \_\_\_\_\_ (seal)  
**Surety** Tanya Chinchilla, Attorney-in-Fact

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

**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 Contra Costa )  
On October 14, 2024 before me, Lisa M. Lucas, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Tanya Chinchilla  
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.



Signature Lisa M. Lucas  
Signature of Notary Public

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: \_\_\_\_\_  
 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: \_\_\_\_\_



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **D. Richard STINSON, Lisa M. LUCAS, A.W. BROWN, Tanya CHINCHILLA and Nicholas TAN, all of San Ramon, California**, EACH, its true and lawful agent and Attorney-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 and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 23rd day of August, A.D. 2023.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

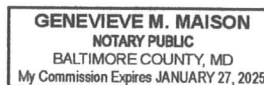
By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 23<sup>rd</sup> day of August, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**LAND IMPROVEMENT AGREEMENT**

**EXHIBIT "B"**

I, \_\_\_\_\_

(Applicant's name here)

am the owner of the property to which this Request is being made for a **One Year Time**

**Extension for Project No.** \_\_\_\_\_.

Print Name: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

(Attached Notary Acknowledgment)

---

**CITY OF FONTANA**

BY: \_\_\_\_\_

City Engineer

DATE: \_\_\_\_\_

DENY

APPROVED

NEW DATE: \_\_\_\_\_