

SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: 20397

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

("Subdivider"):

WHEREAS, the application for tentative Tract Map No. 20397, was conditionally approved on August 16th, 2022; 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 Twenty Nine Thousand One Hundred Seventy Eight Dollars and 99/100 (\$29,178.90) 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 11th day of April, 2023 being duly signed by its undersigned representative(s) pursuant to authority of its governing body.

SUBDIVIDER

By: Mohammad Monshizadeh

Mohammad Monshizadeh
Name

Authorized Agent
Title

CITY OF FONTANA

By: Matthew C. Ballantyne
City Manager

Matthew C. Ballantyne
Print Name

Attest: Germaine McLellan Key
City Clerk

Germaine Key
Print Name

APPROVED AS TO FORM:

By: Ruben Duran
Best Best & Krieger LLP
City Attorney

Ruben Duran
Print Name

APPROVED AS TO CONTENT:

By: Gia Kim
City Engineer

Gia Kim
Print Name

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

**CITY OF FONTANA
ENGINEERING**

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



BY Henry Pham  DATE 10/19/2022

STAFF USE ONLY
ENGINEERING PC NO.
ELPC21-000070

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

DATE:	09/12/22	PROJECT NAME	Serena Village East
DEVELOPER	Inland Senior Development, LLC	TRACT MAP NO.	20397
ENGINEER	MFKessler	PARCEL MAP NO.	
PHONE NO.	(949) 339-5332		

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER		L.F.	17.00	0.00
8" CURB & GUTTER	150	L.F.	19.00	2850.00
8" THICK CROSS GUTTER		S.F.	11.00	0.00
4" SIDEWALK	900	S.F.	7.00	6300.00
ACCESS RAMP		EA	5,000.00	0.00
DRIVE WAY APPROACHES		S.F.	11.00	0.00
ASPHALT CONCRETE DIKES	51	L.F.	11.00	561.00
FOG SEAL		S.F.	0.10	0.00
IMPORTED EMBANKMENT		C.Y.	10.00	0.00
PREPARATION OF SUBGRADE		S.F.	0.50	0.00
*A.C.	30.4	TON	150.00	4560.00
*A.C.OVERLAY(0.20 THICKNESS) PER CITY STANDARD	10.1	TON	150.00	1515.00
**PCC CURB ONLY (MEDIAN)		L.F.	16.00	0.00
ADJUST SEWER MANHOLE TO GRADE		EA	500	0.00
ADJUST SEWER CLEAN OUT TO GRADE		EA	300.00	0.00
ADJUST WATER VALVES TO GRADE		EA	250.00	0.00
BARRICADES		L.F.	40.00	0.00
2 X 4 REDWOOD HEADER		L.F.	5.00	0.00
*REMOVAL OF A.C. PAVEMENT		S.F.	0.66	0.00
**REMOVAL OF P.C.C. CURB	138	L.F.	6.00	828.00
*REMOVAL OF A.C. BERM		L.F.	5.00	0.00
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	40.00	0.00
BLOCK WALL H=6 FEET		L.F.	50.00	0.00
AGGREGATE BASE		TON	30.00	0.00
GUARD POSTS		EA	70.00	0.00
GUARD PANEL (WOOD)		L.F.	40.00	0.00
SAWCUT		L.F.	3.50	0.00
REFLECTORS AND POSTS		EA	100.00	0.00
STREET SIGNS		EA	250.00	0.00
		EA		0.00
		EA		0.00
		EA		0.00
		EA		0.00

STREET IMPROVEMENT SUBTOTAL \$16,614.00

- * A.C. ASPHALTIC CONCRETE
** P.C.C. PORTLAND CONCRETE CEMENT

STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	COST	AMOUNT
* 18" RCP		L.F.	90.00	0.00
* 24" RCP		L.F.	110.00	0.00
* 30" RCP		L.F.	250.00	0.00
* 36" RCP		L.F.	250.00	0.00
* 42" RCP		L.F.	250.00	0.00
* 48" RCP		L.F.	260.00	0.00
* 54" RCP		L.F.	280.00	0.00
* 60" RCP		L.F.	300.00	0.00
* 66" RCP		L.F.	320.00	0.00
* 78" RCP		L.F.	340.00	0.00
* 24" CMP		L.F.	90.00	0.00
* 60" CMP		L.F.	320.00	0.00
CATCH BASIN /CURB INLET:				0.00
W=7		EA	4,000.00	0.00
W=10		EA	4,500.00	0.00
W=14		EA	6,000.00	0.00
W=21		EA	11,000.00	0.00
W=28		EA	14,000.00	0.00
JUNCTION STRUCTURE			3,200.00	0.00
TRAFFIC TYPE JUNCTION STRUCTURE			2,800.00	0.00
DISCHARGE STRUCTURE		EA	2,800.00	0.00
MANHOLES		EA	2,500.00	0.00
LOCAL DEPRESSION		EA	1,250.00	0.00
GRATE INLET STRUCTURE		EA	2,100.00	0.00
		EA		0.00
		EA		0.00
		EA		0.00

STORM DRAIN IMPROVEMENT SUBTOTAL \$0.00

* REINFORCE CONCRETE PIPE

SANITARY SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	COST	AMOUNT
MANHOLES 60" DIAMETER		EA	4,500.00	0.00
MANHOLES 48" DIAMETER		EA	4,000.00	0.00
DROP MAN HOLES		EA	4,500.00	0.00
WYES		EA	100.00	0.00
CLEANOUTS		EA	600.00	0.00
REMODELING OF EXISTING MANHOLE		EA	950.00	0.00
** 4" VCP		L.F.	50.00	0.00
** 6" VCP		L.F.	60.00	0.00
** 8" VCP		L.F.	70.00	0.00
** 10" VCP		L.F.	80.00	0.00
** 12" VCP		L.F.	90.00	0.00
** 15" VCP		L.F.	100.00	0.00
		L.F.		0.00
		L.F.		0.00

SANITARY SEWER IMPROVEMENT SUBTOTAL \$0.00

** VITRIFIED CLAY PIPE

TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER			75,000.00	\$0.00
		L.S.		
TWO CORNERS			100,000.00	\$0.00
		L.S.		
TRAFFIC SIGNAL NEW			400,000.00	\$0.00
		L.S.		
PAINT TRAFFIC STRIPE (1 COAT)		L.F.	2.40	\$0.00
PAINT TRAFFIC STRIPE(2 COATS)		L.F.	0.65	\$0.00
PEDESTRIAN CROSSWALK STRIPING		L.F.	0.65	\$0.00
PAVEMENT MARKER (NON REFLECTIVE)			2.50	\$0.00
		EA		
PAVEMENT MARKER (REFLECTIVE)		EA	4.00	\$0.00
REFLECTORS AND POSTS		EA	100.00	\$0.00
STREET SIGNS		EA	250.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL				\$0.00

CFD LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

AREA LANDSCAPED		S.F.	\$12.00	\$0.00
CENTER MEDIAN		S.F.	\$12.00	\$0.00
LANDSCAPING IMPROVEMENTS SUBTOTAL				\$0.00

SUBTOTALS:

STREET IMPROVEMENT SUBTOTAL	\$16,614.00
STORM DRAIN IMPROVEMENTS SUBTOTAL	\$0.00
SANITARY SEWER IMPROVEMENTS SUBTOTAL	\$0.00
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL	\$0.00

IMPROVEMENT SUBTOTAL **\$16,614.00**

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

CFD LANDSCAPE IMPROVEMENTS	\$0.00
SUBDIVISION MONUMENT GUARANTEE \$1,200 + \$50/LOT	
STREET LIGHTS 1 EA	\$5,000.00
CUCAMONGA COUNTY WATER DISTRICT FACILITIES	

IMPROVEMENT SUBTOTAL **\$21,614.00**ADD 35% **\$7,564.90****BONDING TOTAL** **\$29,178.90****CITY OF FONTANA
ENGINEERING**

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



BY Henry Pham

DATE 10/19/2022

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMP. DWG. NO.	6220
STREET LIGHT DWG. NO.	6220LT
SEWER IMP. DWG. NO.	
STORM DRAIN IMP. DWG. NO.	
TRAFFIC SIGNAL DWG. NO.	
SIGNING & STRIPING DWG. NO.	

SUBDIVISON IMPROVEMENT AGREEMENT

Tract Map No.:_____

Exhibit “B”

I,_____

(Subdivider’s name here)

am the owner of the property to which this Request is being made for of a Time Extension for
Project No. _____.

Name: _____

Subdivider’s Signature: _____

Subdivider’s Address: _____

Date: _____

(Attached Notary Acknowledgment)

CITY OF FONTANA

BY:_____
City Engineer

DATE:_____

Print Name

[] DENY
[] APPROVED

NEW DATE: _____

Executed Four Counterparts

Bond No. 4461661

Premium \$ 729.00 for 2 year term

Premium is for the contract term and subject to adjustment
based on the final contract price

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

Tract Map No.: 20397

WHEREAS, the City Council of the City of Fontana, State of California, and, Inland Senior Development 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 Twenty Nine Thousand One Hundred Seventy Eight and 90/100 (\$ 29,178.90), to assure faithful performance of all terms and conditions of the Agreement.

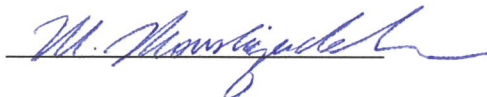
This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto, are fully and well met and 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.

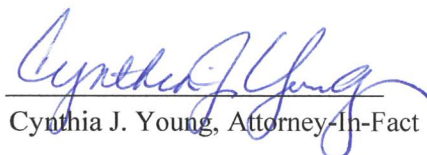
IN WITNESS WHEREOF, this instrument, for all purposes as deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17th day of February, 2023.

Inland Senior Development LLC
PRINCIPAL



(NOTARIZATION AND SEAL)

Markel Insurance Company
SURETY


Cynthia J. Young, Attorney-In-Fact

(NOTARIZATION AND SEAL)



NOTE: Please Attach Notary
Acknowledgement and
Power of Attorney.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

> ss.

County of San Bernardino

On **FEB 17 2023**

before me,

Rebecca Elizabeth Adcock, Notary Public

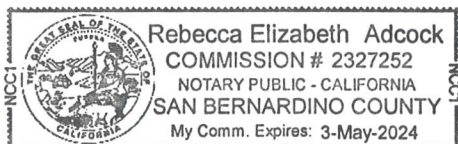
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Cynthia J. Young

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____

☐ Individual☐ Corporate Officer

Title _____

☐ Partner -- ☐ Limited ☐ General☐ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator

Other: _____

**RT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

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 February 21, 2023 before me, Jessica Danielle Thelwell
(insert name and title of the officer)

personally appeared Mohammad Monshizadeh,
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.

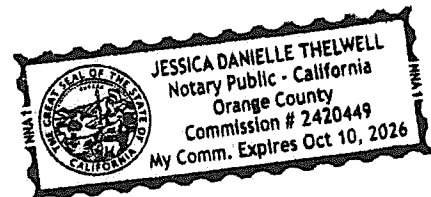
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



No. 3601-2

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
OAKLAND

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Markel Insurance Company

of Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability,

Workers' Compensation, Common Carrier Liability, Boiler and Machinery,

Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th day of April, 2021, I have set my hand and caused my official seal to be affixed this 14th day of April, 2021.



Ricardo Lara
Insurance Commissioner

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jay P. Freeman, Cynthia J. Young, Christina Mountz, Adriana Valenzuela

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of January, 2023.

SureTec Insurance Company

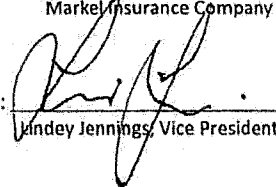
By:


Michael C. Keimig, President



Markel Insurance Company

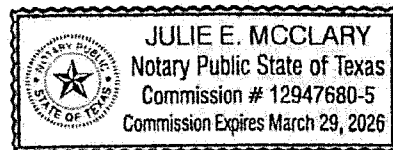
By:


Lindsey Jennings, Vice President

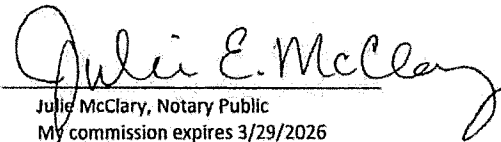
State of Texas
County of Harris:

On this 24th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By:

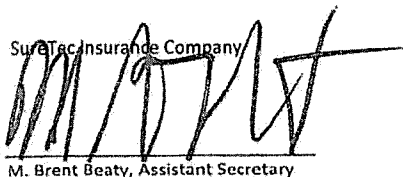

Julie McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 17th day of February, 2023.

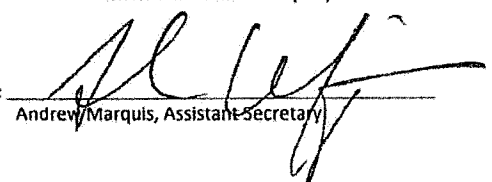
SureTec Insurance Company

By:


M. Brent Beaty, Assistant Secretary


Markel Insurance Company

By:


Andrew Marquis, Assistant Secretary

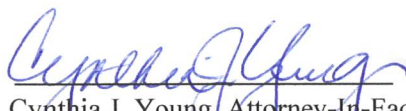
IN WITNESS WHEREOF, this instrument, for all purposes be deemed an original having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17th day of February, 2023.

Inland Senior Development LLC
PRINCIPAL



(NOTARIZATION AND SEAL)

Markel Insurance Company
SURETY



Cynthia J. Young, Attorney-In-Fact
(NOTARIZATION AND SEAL)



NOTE: Please Attached Notary
Acknowledgement and
Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 San Bernardino

SS.

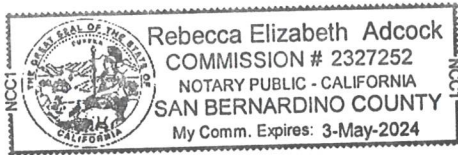
On FEB 17 2023 before me, Rebecca Elizabeth Adcock, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____

☐ Individual☐ Corporate Officer

Title _____

☐ Partner -- ☐ Limited ☐ General☐ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator

Other: _____

**RT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

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 February 21, 2023 before me, Jessica Danielle Thelwell
(insert name and title of the officer)

personally appeared Mohammad Monshizadeh,
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.

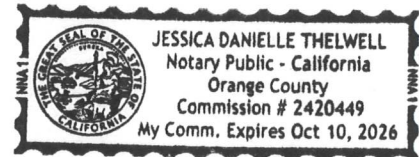
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



No. 3601-2

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
OAKLAND

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Markel Insurance Company

of Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability,

Workers' Compensation, Common Carrier Liability, Boiler and Machinery,

Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 14th day of April, 2021, I have set my hand and caused my official seal to be affixed this 14th day of April, 2021.*



Ricardo Lara
Insurance Commissioner

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jay P. Freeman, Cynthia J. Young, Christina Mountz, Adriana Valenzuela

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

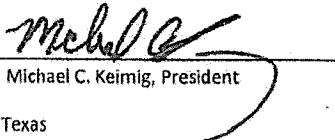
This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of January, 2023.

SureTec Insurance Company

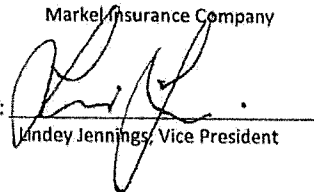
By:


Michael C. Keimig, President



Markel Insurance Company

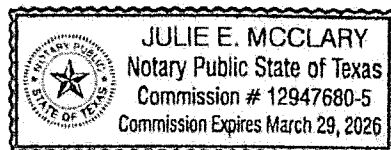
By:


Jandey Jennings, Vice President

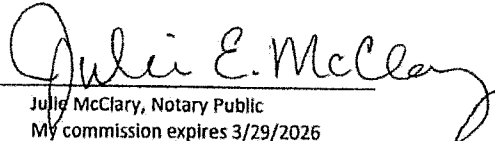
State of Texas
County of Harris:

On this 24th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By:

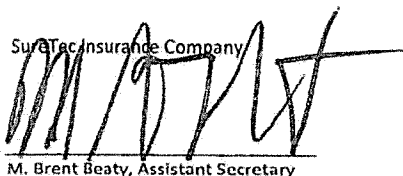

Julie McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 17th day of February, 2023.

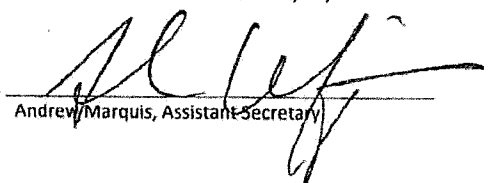
SureTec Insurance Company

By:


M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:


Andrew Marquis, Assistant Secretary

Executed Four Counterparts

Bond No. 4461661
 Premium \$ Premium included in charge for
Performance Bond

SUBDIVISION WARRANTY OBLIGATION BOND

Tract Map No.: 20397

WHEREAS, The City Council of the City of Fontana, State of California, and, Inland Senior Development 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 Twenty Nine Thousand One Hundred Seventy Eight and 90/100 (\$ 29,178.90) 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.

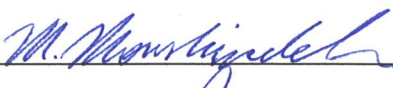
This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all warranty or guarantee time periods required under the Agreement following performance of all terms, covenants, provisions and conditions of the 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.

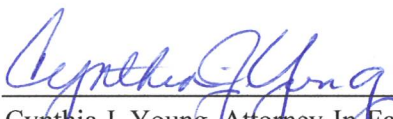
The surety hereby stipulates and agrees that no change, extension or time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

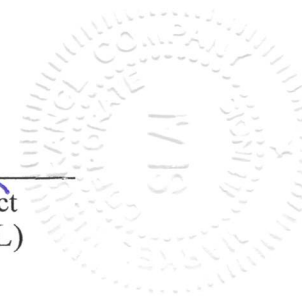
IN WITNESS WHEREOF, this instrument, for all purposes be deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17th day of February, 2023.

Inland Senior Development LLC
PRINCIPAL


(NOTARIZATION AND SEAL)

Markel Insurance Company
SURETY


Cynthia J. Young, Attorney-In-Fact
(NOTARIZATION AND SEAL)



NOTE: Please Attached Notary
Acknowledgement and
Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 San Bernardino

FEB 17 2023

ss.

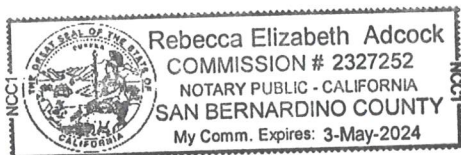
On _____ before me, Rebecca Elizabeth Adcock, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____

☐ Individual☐ Corporate Officer

Title _____

☐ Partner -- ☐ Limited ☐ General☐ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator

Other: _____

**RT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

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 February 21, 2023 before me, Jessica Danielle Thelwell
(insert name and title of the officer)

personally appeared Mohammad Monshizadeh,
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.

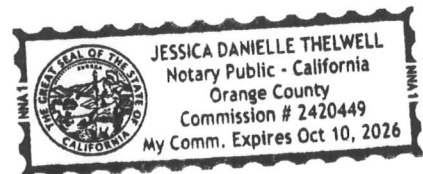
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



No. 3601-2

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
OAKLAND

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Markel Insurance Company

of Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability,
Workers' Compensation, Common Carrier Liability, Boiler and Machinery,
Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th day of April, 2021, I have set my hand and caused my official seal to be affixed this 14th day of April, 2021.



Ricardo Lara
Insurance Commissioner

By

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jay P. Freeman, Cynthia J. Young, Christina Mountz, Adriana Valenzuela

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of January, 2023.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

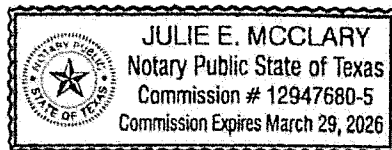
By:

Jandey Jennings, Vice President

State of Texas
County of Harris:

On this 24th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By:

Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 17th day of February, 2023.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Legislation Details (With Text)

File #: 21-2087 **Version:** 1 **Name:**

Type: Consent Calendar **Status:** Agenda Ready

File created: 3/16/2023 **In control:** City Council Meeting

On agenda: 4/11/2023 **Final action:**

Title: Approval of Final Map for Tract No. 20397

Sponsors:

Indexes:

Code sections:

Attachments: 1. Tract Map.pdf, 2. Vicinity Map.pdf, 3. Subdivision Improvement Agreement.pdf

Date	Ver.	Action By	Action	Result
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FROM:
Engineering

SUBJECT:
Approval of Final Map for Tract No. 20397

RECOMMENDATION:

Approve the Final Map for Tract No. 20397 located on the west side of Banana Avenue south of Foothill Boulevard; accept easements; and authorize the City Manager to enter into a Subdivision Agreement with the subdivider.

COUNCIL GOALS:

- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:

Tract No. 20397 is located on the west side of Banana Avenue south of Foothill Boulevard. The subdivision consists of 22 condominium units.

The Tentative Tract Map No. 20397 (TTM21-000004) was conditionally approved by the Planning Commission on August 16th, 2022. All conditions precedent to submitting the final map have been completed by the applicant. The subdivider, Inland Senior Development LLC, has complied with the Conditions of Approval and dedicated the required streets and easements as a part of the project. The tract map has been reviewed by the City Engineer and found to be substantially correct.

In addition, an authorization is requested for the City Manager to enter into a Subdivision Agreement with the subdivider to guarantee the completion of required infrastructure in accordance with the

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Subdivision Map Act. This map is now being brought to City Council for final approval.

FISCAL IMPACT:

This action will only approve the tract map for recordation and authorize permits for the construction of the development, therefore there is no fiscal impact to City resources at this time.

MOTION:

Approve staff recommendation.

Certificate Of Completion

Envelope Id: 358F0A63Aafb412AAC5D93F196533708

Status: Completed

Subject: Subdivision Improvement Agreement Tract Map No. 20397

Source Envelope:

Document Pages: 31

Signatures: 5

Envelope Originator:

Supplemental Document Pages: 2

Initials: 0

Purchasing Office

Certificate Pages: 5

AutoNav: Enabled

8353 Sierra Avenue

Enveloped Stamping: Enabled

Fontana, CA 92335

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

purchasing@fontana.org

IP Address: 192.146.186.96

Record Tracking

Status: Original

Holder: Purchasing Office

Location: DocuSign

4/13/2023 | 11:25 AM

purchasing@fontana.org

Signer Events**Signature****Timestamp**

Mohammad Monshizadeh

mm@mcodevelopment.com

Authorized Agent

Inland Senior Development, LLC

Security Level: Email, Account Authentication
(None)

Sent: 4/13/2023 | 11:37 AM

Viewed: 4/13/2023 | 11:43 AM

Signed: 4/13/2023 | 11:44 AM

Signature Adoption: Pre-selected Style

Using IP Address: 72.194.202.74

Electronic Record and Signature Disclosure:

Accepted: 4/13/2023 | 11:43 AM

ID: 4dc068b4-6d66-49be-a925-5a2c4521ac26

Gia Kim

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Public Works Director/City Engineer

City of Fontana

Security Level: Email, Account Authentication
(None)

Sent: 4/13/2023 | 11:44 AM

Viewed: 4/13/2023 | 01:01 PM

Signed: 4/15/2023 | 08:29 PM

Signature Adoption: Pre-selected Style

Using IP Address: 76.87.201.54

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 4/15/2023 | 08:29 PM

ID: dec7506f-1490-4e2c-a3f5-a515038ff0b9

Ruben Duran

ruben.duran@bbklaw.com

Security Level: Email, Account Authentication
(None)

Sent: 4/15/2023 | 08:29 PM

Viewed: 4/17/2023 | 07:31 AM

Signed: 4/17/2023 | 07:45 AM

Signature Adoption: Pre-selected Style

Using IP Address: 74.116.243.2

Electronic Record and Signature Disclosure:

Accepted: 4/17/2023 | 07:31 AM

ID: 3a069984-17f2-42d8-b452-9d2475cacaf5

Matthew C. Ballantyne

mballantyne@fontana.org

City Manager

Security Level: Email, Account Authentication
(None)

Sent: 4/17/2023 | 07:45 AM

Viewed: 4/17/2023 | 07:51 AM

Signed: 4/17/2023 | 07:52 AM

Signature Adoption: Pre-selected Style



Using IP Address: 192.146.186.96

Electronic Record and Signature Disclosure:

Accepted: 4/17/2023 | 07:51 AM

ID: 72cb3859-521f-4a98-8ddf-5d43559594df

Signer Events	Signature	Timestamp
Supplemental Documents:	Legislation Details (With Text) (002).pdf	Viewed: 4/17/2023 07:51 AM Read: Not Required Accepted: Not Required
Germaine McClellan Key gkey@fontana.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 107.201.246.59 Signed using mobile	Sent: 4/17/2023 07:52 AM Viewed: 4/17/2023 08:03 AM Signed: 4/17/2023 08:04 AM
Electronic Record and Signature Disclosure: Accepted: 4/17/2023 08:03 AM ID: 4c1327b8-08dd-41b1-8242-19b6e37481f2		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Kathy Kasinger kkasinger@fontana.org Records Coordinator Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/10/2023 11:21 AM ID: 87bf6e0f-8dcc-4fa9-9697-40ea8ababb72		Sent: 4/17/2023 08:04 AM Viewed: 4/18/2023 07:34 AM
Henry Pham hpham@fontana.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 4/17/2023 08:04 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2023 11:37 AM
Certified Delivered	Security Checked	4/17/2023 08:03 AM
Signing Complete	Security Checked	4/17/2023 08:04 AM
Completed	Security Checked	4/17/2023 08:04 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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- ii. send us an e-mail to cteveda@fontana.org and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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